



INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI

AUTHORITY ENGINEER FOR SERVICES OF THIRD-PARTY AUDIT OF 'CONSTRUCTION OF STUDENTS HOSTELS & FACULTY APARTMENTS'

**REQUEST FOR PROPOSAL
(RFP)**

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DATA SHEET

RFP Number	IIT(BHU)/IWD/2020-21/504 Dt. 09.09.2020
Date of Publication	14.09.2020
Document Fee (Through Demand Draft/NEFT)	17,700/- (15000/- + 18% GST)
Earnest Money Deposit (Through Demand Draft/FDR)	2.65 Lakh
Online purchase of RFP start date	14.09.2020 (15:00 hrs)
Online purchase of RFP end date and time	05.10.2020 (15:00 hrs)
Last date for receiving queries vide email to	office.iwd@itbhu.ac.in 18.09.2020
Last Date & Time of submission of Online Bid	05.10.2020 (15:00 hrs)
Online Bid submission at	CPP Portal
Last Date for submission of documents in Hard Copy	3 (three) days after closing of online bid submission
No. of Covers	2 (Two)
Technical bid opening date and time	06.10.2020 (16:00 hrs)
Financial bid opening date and time	After the evaluation of technical bid
Announcement of results of RFP	Will be uploaded on website
Currency of Contract	INR
Language of contract	English
Method of Selection	Technical& Cost Based Selection (80:20)
Address for submission of EMD / Bid Security/ mandatory documents by hard copy	Office of the Superintending Engineer, Institute Works Department, IIT (BHU) Varanasi-221005, UP
Contact details	Superintending Engineer Institute Works Department, IIT (BHU) Varanasi-221005, UP Email: office.iwd@itbhu.ac.in

SECTION-1: INFORMATION TO BIDDERS

INSTITUTE WORKS DEPARTMENT, INDIAN INSTITUTE OF TECHNOLOGY (BHU) VARANASI
NIT NO: _____ Dated _____

REQUEST FOR PROPOSAL (RFP)

Subject: Authority's Engineer for the services of Third-Party Audit of 'Construction of Student Hostels & Faculty Apartments'

INTRODUCTION:

1. The Indian Institute of Technology (BHU) Varanasi needs to construct students' hostels, activity centre and Faculty apartments (hereinafter referred to as 'THE PROJECT') in an allocated plot of land in its campus. Towards the same, they have engaged the services of CPWD/Govt. PSU (hereinafter referred to as 'THE PMC') for Design, Engineering and Project Management of THE PROJECT.

To ensure adherence to goals of Time, Cost, Quality and Statutory Compliances (TCQC) by THE PMC, The Indian Institute of Technology (BHU) Varanasi seeks the services of a competent and experienced firm to perform Third Party Quality Audit.

2. Indian Institute of Technology (BHU) Varanasi (hereinafter referred to as 'THE INSTITUTE'), invites proposals from eligible Consultants (hereinafter also referred to as the 'Bidder') to act as Authority's Engineer for services of Third-Party Audit of projects ("Construction of Student Hostels, activity centre & Faculty Apartments") of estimated cost Rs. 264.47 crore on competitive bidding basis.
3. Selection of the Consultant shall be as per selection procedures two bids system given in this tender for authority's engineer for services of Third-Party Audit.
4. The proposal shall be submitted in English Language and all correspondence would be in the same language.
5. The Institute intends to appoint authority engineer to act as Third-Party Audit opening of THE PROJECT. As per the Terms and Conditions of the agreement (s), the Consultant shall perform all the duties as per ToR given in this RFP along with any amendment thereof.
6. The interested Bidders may download the RFP document from the official website CPP Portal and www.iitbhu.ac.in/tenders of the Institute w.e.f. 14.09.2020 to 05.10.2020 at 15:00 hrs. The Bidder will be required to pay the non- refundable fee of Rs. 15,000 + 18% GST at the time of the submission of the Bid proposal, in the form of Demand Draft/NEFT

(in favour of The Registrar, IIT (BHU) Varanasi; Bank – State Bank of India; A/c No.: 32778803937; IFSC – SBIN0011445; Branch – IT, BHU Branch). The RFP will be invited through e-tendering portal.

7. The Bidder shall furnish as part of its Proposal, a bid security of Rs. 2.65 lakh in the form of FDR/Demand Draft/NEFT (the 'Bid Security'), valid for 180days beyond the validity of the bid. Any Bid submitted without Bid Security will be summarily rejected. The Bid Security of the successful Bidder will be returned after signing of the Contract Agreement with submission of the Performance Guarantee as specified in the document within 15 days from the receipt of the Letter of Acceptance. The Bid Security will be forfeited:
- a) If a Bidder withdraws its bid during the period of bid validity, or
 - b) If the Bidder fails to accept the Institute's corrections of arithmetic errors in the Bidder's bid (if any), or
 - c) If the Successful Bidder fails to sign the contract agreement with the Institute within the prescribed period, or
 - d) If the Successful Bidder fails to furnish the Performance guarantee within the stipulated time.

Unqualified Bidders would be informed regarding their non-qualification, without any explanation and thereafter Bid Security would be returned after evaluation of the financial proposal and signing the contract agreement with the successful Bidder.

EMD must be submitted by bidders in the form of FDR. Tenders without EMD are liable to be rejected. However, MSE registered agencies for such consultancy work covered under MSMED Act are exempted from submission of EMD. Bidders claiming such exemption need to submit necessary documentary proof of their eligibility along with their techno-commercial bid. The certificate must be valid on the bid submission date. In absence of same, their offer is liable for rejection. Suo motu submission of MSE certificate after the due date of bid submission will not be considered for EMD exemption.

BG in prescribed format from a scheduled bank is acceptable.

Wherever applicable, scanned copy of EMD Instrument must be uploaded along with offer & original of EMD should reach the office of the Tender Issuing Authority in a sealed envelope super-scribed with the tender name, tender number, date of opening and the Bidder's name, preferably before the deadline of submission.

8. The proposal should be submitted by consultancy Bidders in two parts. The two parts of the proposal are:

Part 1: Technical Proposal

Part 2: Financial Proposal

Stage -1 of the Evaluation shall consider the evaluation of the Technical Proposal (i.e. Part 1). Only Bidders scoring the qualifying marks (70%) as mentioned in the RFP shall be considered for further evaluation.

Under stage 2, the financial proposal of such Bidders as selected above shall be opened and evaluated.

Bidders will finally be ranked according to their combined technical and financial scores as specified in this tender. The first ranked Bidder shall be selected for negotiation (the 'Selected Bidder'), if required, while the second ranked Bidder will be kept in reserve.

9. The total time period for the assignment of the work will cease with completion of the project from the date of signing of the Contract.

10. Document Fee is payable through NEFT transfer as per details given below:

1	Name of Beneficiary	The Registrar, IIT (BHU) Varanasi
2	Beneficiary' Bank Name	State Bank of India
3	Account No.	32778803937
4	IFSC Code	SBIN0011445
5	GST Number	09AAAJI0396R1ZJ

11. Minimum Eligibility Criteria:

11.1 Technical:

- a) The Bidder's Director/Principal must be registered with the Council of Architecture for the last 20 years.
- b) Bidder should have successfully completed Comprehensive works including Architecture, Interior Design, Structural Engineering, Mechanical Electrical and Public Health Engineering, Landscape Design and Project Management of 'Similar Works' during the last 7(seven) years from the date of issue of this RFP as per following:

Three similar works each costing not less than Rs.60.00 Crores

OR

Two similar works each costing not less than Rs.75.00 Crores

OR

One similar work costing not less than Rs.100.00 Crores

*'Similar works shall imply any of the following projects for a Government/PSU (with documentary evidence of completion) with minimum Green Building rating of IGBC Silver or TERI-GRIHA 4 star:
Residential/Institutional/Office/Commercial/Industrial building*

11.2 The Bidder must have been appointed as Third-Party Auditor for Project Compliance of a project of minimum INR 100 Crore in the past 7 years.

Value Normalisation: Enhancement factors for moderation of value of completed works to update to the current price level (as for documented date of completion):

No. of years from date of issue of this RFP	Multiplying factor
One year	1.09
Two years	1.18
Three years	1.27
Four years	1.36
Five Years	1.45
Six years	1.54
Seven years	1.63

c) Key Personnel: The Bidder should have on board the following personnel with qualification and experience as given below:

S. No.	Staff Position	Minimum Qualification	Experience in Years after Qualification
1	Project Manager	B.Tech/B.E. (Civil)	10
2	Site Engineer	B.Tech/B.E. (Civil)	10
3	Material Testing Experts	B.Tech/B.E. (Civil)	07
4	Office staff(s)	Graduation	Not required
5	Structural Design Engineer	B.Tech/B.E. (Civil)	05
6	Electrical Engineer	B.Tech/B.E. (electrical)	05

11.3 Financial:

- a) The Bidder should have achieved an average financial turnover of at least Rs.3.00 Crores during last 3 Financial years ending 31st March 2020.
- b) The net worth of the Bidder must be positive.

11.4 Joint Ventures and Consortiums are not allowed.

11.5 Agencies that are debarred or blacklisted by any Govt Departments are not eligible to participate in the tender. A Certificate is to be submitted along with the bid by the bidders to the effect that they are not debarred or blacklisted by any Govt Department. In case if it is found at later stage that the bidder is a blacklisted company declared by any Govt Department, the awarded work may be withdrawn and EMD / bid security shall be forfeited.

12. The Institute will not be responsible for any delay, loss or non-receipt of RFP document sent by post/courier. Further, the Institute shall not be responsible for any delay in

receiving the proposal and reserves the right to accept/reject any or all applications without assigning any reason thereof.

13. The two parts of the Proposal (Technical proposal and Financial proposal) must be submitted online with all pages numbered serially, along with an index of submission as per procedure under e-tendering. The technical proposal is also required to be submitted in a hard-bound form exactly as per submission made online with all pages numbered serially along with an index of submission. (Hard bound implies binding between two covers through stitching or otherwise whereby it may not be possible to replace any paper without disturbing the documents). Spiral bound form, loose form, etc. will be not accepted. The Financial proposal is to be submitted online only. Submission in any other form shall not be acceptable. In the event that any of the instructions mentioned herein have not been adhered to, the Institute may reject the Bidder's proposal.
14. The Institute will be at liberty to keep the credentials submitted by the Bidders at bidding stage, in public domain and the same may be uploaded by the Institute on the Institute's website. Bidders should have no objection if the Institute uploads the information pertaining to their credentials as well as of their Key Personnel.
15. The individual Key Personnel proposed in the bid by the Bidders or any replacement thereof should undertake that they shall have no objection in uploading/hoisting of their credentials by Institute in public domain.
16. Common Abbreviations used in this document:

Abbreviation	Full Form
RFP	Request for Proposal
ToR	Terms of Reference
BG	Bank Guarantee
EMD	Earnest Money Deposit
CV	Curriculum Vitae
FDR	Fixed Deposit Receipt
H-1	Highest Score Bidder
H-2	Second Highest Score Bidder
L-1	Lowest Score Bidder
L-2	Second Lowest Score Bidder

LOA	Letter of Award
FY	Financial Year
DLP	Defects Liability Period
O&M	Operations and Maintenance
LS	Lump Sum

SECTION-2. LETTER OF INVITATION TO BIDDERS

1. INTRODUCTION

- 1.1** Bids are invited from Consultants willing to act as Third-Party Auditor, to submit a proposal for providing consulting services required for THE PROJECT.
- 1.2** A brief description of the assignment and its objectives are given in the Terms of Reference (ToR).
- 1.3** The assignment shall be implemented in (36Months).
- 1.4** This RFP is neither an agreement nor an offer by the Institute to the prospective Bidders or any other person. The purpose of this RFP is to provide interested Bidders with information that may be useful to them in the formulation of their Proposals pursuant to this RFP. This RFP includes statements and assumptions, which reflect various assessments arrived at by the Institute in relation to the Bid. Such assessments and statements do not purport to contain all the information that each Bidder may require. Each Bidder should, therefore, conduct its own investigations about the assignment and the local conditions before submitting the proposal by paying a visit to the Institute and the project site at their own expenses.
- 1.5** Please note that (i) the costs of preparing the proposal and negotiating for the contract, including a visit to site, are not reimbursable as a direct cost of assignment and (ii) The Institute is not bound to accept any of the proposals received by it and reserves the right to annul the selection process at any time prior to contract award, without thereby incurring any liability to the Bidders.
- 1.6** Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of the Institute, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the Bidder or the termination of its Contract and/or any other action as deemed fit by the Institute at any stage.
- 1.7** It is the Institute's policy that the Bidders observe the highest standard of ethics during the selection process and during execution of the Contract. In pursuance of this policy, the Institute:
 - a) Defines, for the purpose of this paragraph, the terms set forth below as follows:
 - i. 'Corrupt practice' means the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
 - ii. 'Fraudulent practice' means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;

- iii. 'Collusive practices' means a scheme or arrangement between two or more Bidders with or without the knowledge of the Institute, designed to establish prices at artificial, non-competitive levels;
 - iv. 'Coercive practices' means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process or affect the execution of a contract.
- b) Will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the contract in question;
 - c) Will declare a Bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract if it at any time determines that the Bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, a contract; and
 - d) Will have the right to require that a provision be included requiring Bidders to permit the Institute to inspect their accounts and records relating to the performance of the contract and to have them audited by authorized representatives of Institute.
- 1.8** Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices. Furthermore, the Bidders shall be aware of the provisions on fraud and corruption stated in the specific clauses in the General Conditions of Contract.
- 1.9** The Bidders' Proposals must remain valid for one year after the submission date. During this period, Bidders shall maintain the availability of Professional staff nominated in the Proposal. The Institute will make its best effort to complete negotiations within this period. Should the need arise, however, the Institute may request Bidders to extend the validity period of their proposals. Bidders who agree to such extension shall confirm that they maintain the availability of the Professional staff nominated in the Proposal, or in their confirmation of extension of validity of the Proposal, Bidders could submit new staff in replacement, who would be considered in the final evaluation for contract award.

2. CLARIFICATIONS AND AMENDMENT OF RFP DOCUMENTS

- 2.1** The Bidders may request a clarification of any of the RFP documents up to the 7 (seven) number of days after the start of Proposal submission date. Any request for clarification must be sent in writing by paper mail, facsimile, or electronic mail to the Institute's address indicated in this Request for Proposal (RFP). The Institute will respond by electronic mail to such requests and will send copies of the response (including an explanation of the query to all Bidders who have purchased the RFP document. Clarification/amendment will also be hosted on Institute's website.

- 2.2** At any time before the submission of Proposals, the Institute may for any reason, whether at its own initiative or in response to a clarification requested by a Bidder, modify the RFP documents by amendment. Any amendment shall be issued in writing through corrigendum. Corrigendum will be hosted on Institute's website which will be binding on them. The Institute may at its discretion extend the deadline for the submission of Proposals.

3. PREPARATION OF PROPOSAL

- 3.1** You are requested to submit your proposal in Two Parts strictly using the formats enclosed herewith (refer section 3,4 and 5) in 2 separate envelopes/ packages and put together in one single outer envelope/package. The two parts shall be:

Part 1: Technical Proposal

Part 2: Financial Proposal.

The proposal shall be written in the English language. All pages of the Proposal shall be signed by an authorized representative. The representative's authorization shall be confirmed by written Power of Attorney duly notarized to be submitted with the proposal.

PART 1: Technical Proposal

- 3.2** You are expected to examine all terms and conditions included in the documents. Failure to act or to provide all requested information will be at your own risk and may result in rejection of your proposal.
- 3.3** During preparation of the Technical proposal you may give particular attention to the following:
- i. No alternative to key professional staff may be proposed and only one Curriculum Vitae (CV) may be submitted for each position and
 - ii. A good working knowledge of the Hindi and English languages is essential for key professional staff on this assignment. Reports must be in the English language.
- 3.4** Your Technical Proposal must provide the following information, using but not limited to the formats attached in the Sections 3 &4.
- i. A brief description of the Bidder's organisation and an outline of recent experience of the Bidders.

- ii. Any comments or suggestions on the ToR and a description of the methodology (work plan) which the Bidder proposes to execute the services, illustrated with bar charts of activities.
- iii. The composition of the proposed team and the tasks which shall be assigned to each.
- iv. Requirement for submission of CVs.
 - a) CVs strictly in the prescribed format and recently signed in blue ink on each page by both the proposed professional staff and the Managing Director/Head/Authorized Signatory of the Bidder.
 - b) If any information is found incorrect, at any stage, action including termination and debarment from future projects may be taken by Institute on the personnel and the Bidder.
 - c) If same CV is submitted by two or more Bidders in an assignment, zero marks shall be given for such CV. Key Personnel have to certify in their CV that they have not consented to any Bidder other than the Bidder to propose their CV for any position for this assignment. In case any Key Personnel are found to have given consent to more than one Bidder, they shall be debarred by the Institute.
 - d) All the CVs which are to be evaluated should be complete in all respects including signing and certification by the individual and the Bidder.
 - e) A certification to the effect should be furnished by the Bidder that they have checked the qualifications and experience details submitted by the Key Personnel in their CVs and found to be correct. This certification should be made in CVs of all Key Personnel after the certification by the candidate. The format of CV includes certification to this effect.
 - f) Any additional information.

3.5 The technical proposal must not include any financial information.

3.6 Evaluation criteria is a part of this RFP. The Bidder shall carry out self-evaluation based on the criteria by making references to the documents which has been relied upon by Bidder in self-evaluation.

Part 2: Financial Proposal

3.7 Your Financial Proposal must be strictly using the formats attached in Section-5. No additional items/quantities other than that specified in the formats should be proposed by the Bidders since the same shall not be considered for the evaluation/award.

3.8 The Financial Proposal should clearly identify as a separate amount, the local taxes (including GST), duties, fees, levies and other charges imposed under the applicable law, on the Bidders. These additional charges, however, will not be considered in evaluation.

3.9 Bidders may express the price of their services in the Indian Rupees only.

3.10 GST as applicable shall be paid to the Bidder while making payment for services rendered. The Bidders shall then deposit the same with the tax authorities and provide a proof of having done so within next 90 days in line with policy circulars issued by Institute.

4. SUBMISSION, RECEIPT AND OPENING OF PROPOSALS

4.1 Preparation & Submission of Applications:

- i. Detailed RFP may be downloaded from E-tendering portal of Institute and/or CPP portal the Application may be submitted online following the instructions appearing on the screen.
- ii. The following shall be the form of various documents in the Application:

A. Only Electronic Form (to be uploaded on the E-tendering portal of Govt. of India)

- (a) Technical proposal as indicated in para 'B' below
- (b) Financial proposal as per format prescribed in SECTION-5 OF RFP

B. Hard copy in Original (identical proposals to be submitted in Sealed Envelope and also Electronic form to be uploaded on the E-tendering portal)

- i. Technical Proposal in Hard-Bound Form including
 - a) Power of Attorney for signing the Application
 - b) Bidders credentials as per format prescribed in SECTION-3 OF RFP.
 - c) Technical proposal as per format prescribed in SECTION-4 OF RFP.
- ii. Cost of RFP of Rs. 15,000.00+18% GST (Rupees Fifteen Thousand only + 18%GST) in the form of demand draft/NEFT in favour of The Registrar, IIT (BHU) Varanasi (Bank – State Bank of India; A/c No.: 32778803937; IFSC – SBIN0011445; Branch – IT, BHU Branch).
- iii. Bid Security (for the amount given in Section-1 of this document) in the form of a FDR.
- iv. Application processing fee as applicable shall be paid to the Service provider of E-tendering portal.
- v. The Bidder shall submit the original documents specified above in in this tender together with their respective enclosures and seal it in an envelope and

mark the envelope as 'Technical Proposal' for the Project for which proposal is submitted and name and address of the Bidder. In addition, the RFP Number should be indicated on the right-hand corner of the envelope. The original documents should be submitted before 1500 hours Indian Standard Time on or before Application submission due date i.e. on 05.10.2020 at the below mentioned address in the manner and form as detailed in the RFP:

The Superintending Engineer
Institute Works Department
IIT (BHU) Varanasi

- vi. The Bidder shall upload scanned copies of the Technical Proposal and Financial Proposal as specified in Clause nos. 3 above on the E-tendering portal before 1500 hours Indian Standard Time on the Application submission due date i.e. on 05.10.2020. Hard copy of the documents as specified in this tender above only is required to be submitted. Financial Proposal is to be submitted online only and no hard submission is to be made. In the event of any discrepancy between the original and the copy (in electronic form), the original shall prevail.

4.2 Modification / substitution/ withdrawal of bids:

- i. The Bidder may modify, substitute or withdraw its e- bid, prior to the Bid Due Date. No Bid shall be modified, substituted or withdrawn by the Bidder on or after the Bid submission Due Date.
- ii. Any alteration/ modification in the Bid or additional information supplied subsequent to the Bid Due Date, unless the same has been expressly sought for by the Institute, shall be disregarded.
- iii. For modification of e-bid, Bidder has to detach its old bid from e-tendering portal and upload /resubmit digitally signed modified bid.
- iv. For withdrawal of bid, Bidder has to click on withdrawal icon at e-tendering portal and can withdraw its e-bid.
- v. Before withdrawal of a bid, it may specifically be noted that after withdrawal of a bid for any reason, Bidder cannot re-submit e-bid again.

4.3 Opening and evaluation of applications:

- i. Opening of Proposals will be done through online for Financial Proposal and both on-line and manually for Technical Proposal.
- ii. For participating in the tender, the authorized signatory holding Power of Attorney shall be the Digital Signatory. In case the authorized signatory

holding Power of Attorney and Digital Signatory are not the same, the bid shall be considered non-responsive.

- iii. The Institute shall open Envelope containing Technical Proposal received as mentioned in Clause nos. 3 at 16:00 hours Indian Standard Time on 06.10.2020 i.e. in the presence of the Bidders who choose to attend. The Institute will subsequently open the Technical Proposal as mentioned in Clause nos. 3 above and evaluate the Applications in accordance with the provisions set out in the RFP.
- iv. The Financial Proposal Clause nos. 3 will be opened of the shortlisted bidders who qualify for financial opening as per RFP. The date of opening of Financial Proposal will be notified later on.

5. EVALUATION CRITERIA

5.1 A two -stage procedure shall be adopted for evaluating the proposals:

5.1.1 Technical Proposal

The Evaluation Committee appointed by the Institute shall carry out its evaluation applying the evaluation criteria and point system specified in this RFP. Each responsive proposal shall be attributed a technical score (ST.) Only those Bidders whose Technical proposal score 70 marks or more out of 100 shall qualify for further consideration. However, if the number of such pre-qualified applications is less than two, the bidder with 70 marks or more may be considered for opening of Financial Bid along with the next highest bidder (H-2) provided the H-2 bidder has scored a minimum of 55 marks.

5.1.2 Financial Proposal

- a) After the evaluation of Technical Proposals and shortlisting of Bidders, the Institute may notify those Bidders whose proposals were not considered as per conditions of RFP. The Institute shall simultaneously notify the shortlisted Bidders indicating the date and time set for opening of the Financial Proposals.
- b) The Financial Proposals shall be opened publicly in the presence of the Bidders' representatives who choose to attend. The name of the Bidder, the technical scores, and the proposed prices shall be recorded when the Financial Proposals are opened. The Institute shall prepare minutes of the meeting.
- c) The Evaluation Committee will determine whether the submitted Financial Proposals are complete (i.e. whether they have included cost of

all items of the corresponding proposals; if not, then the cost towards such missing items will be considered as NIL, but the Bidder shall, however, be required to carry out such obligations without any additional compensation) and without computational error. In case under such circumstances, if Institute feels that the work cannot be carried out within the overall cost as per the submitted financial proposal, such proposals shall be considered non-responsive.

- d)** The lowest financial proposal (FM) will be given a financial score (SF) of 100 points. The financial scores of other proposals will be computed as follows:

$$SF = 100 \times FM/F \text{ (F= amount of financial proposal)}$$

Proposals will finally be ranked according to their combined technical (ST) and financial (SF) scores as follows:

$$S = ST \times Tw + SF \times Fw$$

Where S is the combined score, and Tw and Fw are weights assigned to Technical Proposal and Financial Proposal, that shall be 0.80 and 0.20 respectively.

- e)** The selected Bidder shall be the first Ranked Bidder (H-1, having the highest combined score). The second ranked Bidder (H-2) shall be kept in reserve and may be invited for negotiation in case the first ranked Bidders withdraws or fails to comply the requirements specified in this document. In the event the proposals of two or more Bidders have the same scores in the final ranking, the proposal with the highest technical score should be ranked first.

5.1.3 Technical and Financial Evaluation Marking Scheme

S. No.	Criteria Description	Evaluation Criteria Marks
1.	Experience of the consultancy firm as per Eligibility criteria and technical presentation	80 Marks
a.	Experience of establishment (Max. 10 marks)	below 3 years: 3 marks
		4-9 years: 6 marks
		10 & above years: 10 marks
b.	Experience in carrying out comprehensive works including	i. Projects value below 150 Cr : 3 marks

	Architecture, Interior Design, Structural Engineering, Mechanical, Electrical and Public Health Engineering, Landscape Design and Project Management for the Government/Public Sector Unit in 7 years (Max. 10 marks)	ii. Project value between 151-199 Cr : 6 marks iii. Project value 200 & above Cr : 10 marks	
c.	Experience as third party auditor for projects in past 5 years (Max. 10 marks)	≤2 nos : 5 marks >2 nos : 10 marks	
d.	Technical presentation on Third Party Audit of earlier executed projects (Max. 10 marks)	10 marks	
e.	Minimum Man Power	40 marks	
f.	Project manager	Work Experience (in years)	Awarded Marks
		4-6	3
		7-9	6
		10 & above	9
g.	Site manager	4-6	3
		7-9	6
		10 & above	9
h.	Material testing expert	4-6	3
		7-9	6
		10 & above	9
i.	Structural Design Engineer	4-6	3
		7-9	6
		10 & above	9
j.	Electrical Engineer	3-5	1
		6-8	2
		9 & above	4
2.	Financial Strength	20 marks	
a.	For having average turnover Rs. 3-5 crores from consultancy work during last 3 years	10 marks	
b.	For having average turnover above 5 crores from consultancy work during last 3 years	20 marks	

6. NEGOTIATIONS

- 6.1** Prior to the expiry period of validity of proposal, the Institute shall notify the successful Bidder who submitted the highest scoring proposal in writing by registered letter or email and may either issue LOA if negotiations are not required or may invite it to negotiate the contract. In case two or more Bidders obtain same score, the Bidder achieving the highest Technical score shall be invited first for negotiations.
- 6.2** Negotiations normally take one to two days. The aim is to reach agreement on all points, and initial a draft contract by the conclusion of negotiations
- 6.3** In case of 1st round of negotiation is not held within 180 days from the Bid Receipt Date due to reasons attributable to Institute, the selected Bidder (H-1) shall be

permitted for replacement upto a maximum of 50% Key Personnel with Key Personnel of equivalent or better qualifications without considering the same as replacement.

- 6.4 Negotiations shall commence with a discussion of your technical proposal, the proposed methodology (work plan& staffing). Agreement must then be reached on the staffing and bar charts, which shall indicate activities, staff, periods in the field and in the home office, staff months, logistics and reporting. Special attention shall be paid to optimise the required outputs from the Bidder within the available budget and to define clearly the inputs required from the Institute to ensure satisfactory implementation of the assignment.
- 6.5 It is the responsibility of the Bidder, before starting financial negotiations, to contact the local tax authorities to determine the local tax amount to be paid by the Bidder under the Contract.
- 6.6 Having selected a Bidder, among other things, on the basis of an evaluation of proposed key professional staff, the Institute's expects to negotiate, a contract on the basis of the staff named in the proposal and, prior to contract negotiations, will require assurance that this staff shall be actually available.
- 6.7 Each Key Personnel of the preferred Bidder may be called for interview at the time of negotiation at the cost of the Bidder. At the time of interview, Key Personnel will be required to produce certificate regarding qualification and experience in support of their CVs for verification and return.

7. AWARD OF CONTRACT

- 7.1 After completion of negotiations with the Bidders, the Employer shall award the Contract to the selected Bidder.
- 7.2 The successful Bidder with whom the contract is signed is expected to commence the assignment within 7 (seven working days) of signing of the Contract.
- 7.3 The Language of documents and correspondence will be English.
- 7.4 Performance Security

The successful Bidder shall have to submit a Bank Guarantee (BG) for an amount of 2.50% of the Contract Value within 15 days of issue of LOA. The BG shall be valid for a period of 6 months beyond the expiry of the Contract period. The BG shall be in the format specified in Appendix I of draft contract form and furnished from a Nationalised Bank, IDBI or ICICI/ICICI Bank/Foreign Bank / Any Scheduled Commercial Bank approved by RBI having a net worth of not less than 500 crores as per latest Annual Report of the Bank.

SECTION-3. FORMATS FOR SUBMISSION OF BIDDERS CREDENTIALS

The proposal should contain the following information in enclosed format attached below:

- Year of Establishment of Bidder
- Average annual financial turnover of last three years ending 31stMarch 2020

Note: The Bidder shall submit Certificate of Incorporation and audited balance sheet for the last three years. For claiming experience of consultancy services, completion certificate from employer should be enclosed. The proposal should also contain the details of the Key Personnel viz. their name, qualification, expertise area, experience and years of association with the Bidder.

The following information related to the Bidder should be provided in the proposal.

- i. Name of the services applied for:
- ii. Year of establishment of Bidder:

Year of Establishment	Name of Bidder	Type of Organisation

NOTE: - Year of Establishment of Bidder shall be considered.

*Copy of Certificate of incorporation shall be submitted.

- iii. Office/Business Address/Telephone nos./Email address.
- iv. Narrative description of Bidder (Not more than 2 sheets)
- v. Financial Statement of the last three years:

Ser No.	Particular	FY 2019-20	FY 2018-19	FY 2017-2018
1	Annual turnover from Consultancy receipts			

Balance Sheet/ Auditor Certificate of last 3 years shall be submitted as evidence of Annual Turnover.

ORGANISATION INFORMATION

1.	Bidder Name	
2.	Status of Firm Partnership/Proprietor/Private Limited	
3.	Name of Directors/Proprietor of the firm	
4.	Year of Incorporation (Copy enclosed)	
5.	Address of office	
6.	Telephone Number	
7.	Details of contact person	Name:

		Designation: Email Id: Mobile No. Landline No.
8.	Website	
9.	ISO Certification (Copy enclosed)	
10.	Pan No. (Copy enclosed)	
11.	GST Number: (Copy enclosed)	
12.	IGBC Certification Membership No. (Copy enclosed)	

SECTION-4. FORMAT FOR SUBMISSION OF TECHNICAL PROPOSAL

Appendix B-1	Technical proposal submission form.
Appendix B-2	Approach paper on methodology and work plan for performing the assignment.
Appendix B-3	Curriculum vitae of proposed Professional staff.
Appendix B-4	Format for completed/ongoing projects

APPENDIX B-1

Technical proposal submission form.

FROM (Name of Bidder)

To: (Name and Address of Institute)

Dear Sir,

Subject: Submission of Technical and Financial Proposal for engagement as Authority Engineer for Third-Party Audit

We, the undersigned, offer to provide the Authority Engineer services for the above in accordance with your Request for Proposal dated (Date). We are hereby submitting our Proposal, which includes this Technical Proposal and a Financial Proposal sealed under a separate envelope for the above-mentioned work.

We understand that Institute shall be at liberty to keep the credentials of Bidders submitted at bidding stage, in public domain and the same may be uploaded by Institute on official website of Institute. We undertake that we shall have no objection if Institute uploads/hosts the information pertaining to credentials of our Bidder as well as of our Key Personnel.

If negotiations are held during the period of validity of the Proposal (i.e. before 180 days) we undertake to negotiate on the basis of the proposed staff. Our Proposal is binding upon us and subject to the modifications resulting from contract negotiations.

We understand you are not bound to accept any Proposal you receive.

We remain,

Yours sincerely,

(Signature of Authorized Person)

Name of the Bidder

Address

APPENDIX B-2: APPROACH PAPER ON METHODOLOGY AND WORK PLAN FOR PERFORMING THE ASSIGNMENT

(not more than two pages)

APPENDIX B-3: FORMAT OF CURRICULUM VITAE (CV) FOR PROPOSED PROFESSIONAL STAFF

1	Proposed position				
2	Name of firm				
3	Name of staff				
4	Date of birth				
5	Nationality				
6	Education				
7	Membership of professional associations				
8	Additional training/Awards/Publications				
9	Language & degree of Proficiency <i>(Please rate yourself on a scale of 1 to 5 where 1=weak and 5=expert)</i>	Proficiency	Read	Write	Speak
		English			
		Hindi			
		Others (please Specify)			
10	Qualification				
	Degree	College and University	Specialization	Year of Passing	
11	Employment record -				
	Organization	Role	From	To	
	Certification: I, the undersigned, certify that to the best of my knowledge and belief, this CV Correctly describes myself, my qualifications, and my experience. I understand that Any wilful misstatement described herein may lead to my disqualification or Dismissal, if engaged.				

Date

Place
Person)

(Signature of Authorized

SECTION-5: FORMAT FOR SUBMISSION OF FINANCIAL PROPOSAL.

APPENDIX C-1 SCHEDULE OF RATES

Name of Work: Authority's Engineer for services of Third-Party Audit of Construction of Student Hostels & Faculty Apartments

RFP No.: IIT(BHU)/IWD/2020-21/504 Dt. 09.09.2020

Name of Firm:					
Description	Quantity	Item	Amount without Taxes (In Rs.)	Applicable GST	Total Amount (In Rs.)
Authority's Engineer for services of Third-Party Audit of Construction of Student Hostels & Faculty Apartments	03	1. Hostels- 02 nos. 2. Faculty Apartments- 04 nos. 3. Student Activity Centre- 01 no.			
Quoted Amount in Words: (_____)					

APPENDIX C-2 DECLARATION FOR FINANCIAL BID

FROM: (Name of Bidder)

TO:

Address of Institute

Subject: Third-Party Audit

Dear Sir,

We, the undersigned, offer to provide Authority Engineer's for Services for third-party audit of 'construction of student hostels & faculty apartments' in accordance with your Tender Document RFP No: _____ and dated _____. Our financial offer is quoted which is exclusive of all taxes as per the scope of work, all sundries, all other expenditure for execution of this services / assignment covering all 'Terms and conditions' (as per this bid). We also agree with the stage-wise and percentage wise payments as detailed in the tender document. This offer is valid for a period of one year from the date of opening of the Financial bid. We here by confirm that the financial proposal is unconditional, and we acknowledge that any condition attached to financial proposal shall result in rejection of our financial proposal.

Our financial Proposal shall be binding upon us subject to the modifications resulting from Contract negotiations, up to expiration of the validity period of the Proposal, i.e. before the date indicated in the Tender document.

We understand you are not bound to accept any Proposal you receive.

Yours Sincerely,

Place
Date

(Signature of Authorized Person)

SECTION-6: TERMS OF REFERENCE FOR AUTHORITY'S ENGINEER FOR SERVICES OF THIRD-PARTY AUDIT

[Note: The term 'Agreement' and clauses thereof refer to the Agreement dated----- entered between Institute and----- (the Bidder) for the work of Third-Party Audit Consultants for Construction of Students Hostels and Faculty Apartments.

1. Introduction

These Terms of Reference (the 'ToR') for the Authority Engineer for services of Third-Party Audit are being specified pursuant to this Agreement dated..... (the 'Agreement'), which has been entered in to between the Institute and.....(the 'Bidder') for **Third-Party Audit Consultants for _____** and a copy of which is annexed hereto and marked as Annex-A to form part of this ToR.

2. Definitions and interpretation

- 2.1** The words and expressions beginning with or in capital letters and not defined herein but defined in the Agreement shall have, unless repugnant to the context, the meaning respectively assigned to them in the Agreement.
- 2.2** References to Articles, Clauses and Schedules in this ToR shall, except where the context otherwise requires, be deemed to be reference to the Articles, Clauses and Schedules of the Agreement, and references to Paragraphs shall be deemed to be references to Paragraphs of this ToR.
- 2.3** The interpretation contained in this RFP shall apply, mutatis mutandis, to this ToR.

3. General

- 3.1** The Third-Party Audit shall discharge its duties in a fair, impartial and efficient manner, consistent with the highest standards of professional integrity and Good Industry Practice.
- 3.2** The Authority Engineer for services of Third-Party Audit shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Consultant for Third-Party Audit within 10 (ten) days of the beginning of every month.
- 3.3** The Authority's Engineer shall perform the duties and exercise the authority in accordance with the provisions of this Agreement, but subject to obtaining prior written approval of the authority before determining:
 - (a) any Time Extension;
 - (b) any additional cost to be paid by the Authority to the Contractor;
 - (c) the Termination Payment; or
 - (d) any other matter which is not specified in (a), (b) or (c) above and which creates an obligation or liability on either Party

3.4 The Authority's Engineer shall submit regular periodic reports, at least once every month, to the Authority in respect of its duties and functions under this Agreement. Such reports shall be submitted by the Authority's Engineer within 10 (ten) days of the beginning of every month.

3.5 The Authority's Engineer shall inform the Contractor/ PMC agency of any delegation of its duties and responsibilities to its suitably qualified and experienced personnel; provided, however, that it shall not delegate the authority to refer any matter for the Authority's prior approval.

3.6 The Authority's Engineer shall aid and advise the Authority on any proposal for change of scope, specifications and materials etc.

3.7 In the event of any disagreement between the Parties regarding the meaning, scope and nature of Good Industry Practice, as set forth in any provision of the Agreement, the Authority's Engineer shall specify such meaning, scope and nature by issuing a reasoned written statement relying on good industry practice and authentic literature.

4. Objective

The Objective of the assignment is to monitor, validate and report that THE PROJECT is performed by THE PMC within the target parameters of:

4.1 Time: All deadlines are met at each step of the project. Time overruns if any, are anticipated, reported and communicated with the concurrence of authority of THE PROJECT.

4.2 Cost: The approved project cost is monitored vis-à-vis costs of materials and procedure throughout the process. Red Flags, if any, are raised well in time revisions are inducted without affecting the other target parameters of THE PROJECT.

4.3 Quality: Quality markers defined before commencement of THE PROJECT will be strictly monitored and reported through Quality Assurance practices applied throughout the tenure of THE PROJECT to ensure adherence.

4.4 Sustainability: Design and Execution to be as per the tender specifications and EPC mode provisions of HEFA and Education Ministry for certification of minimum IGBC Platinum rating or equivalent.

4.5 Statutory Compliance: Validate that all applicable Statutory Compliances are included into all execution processes. The same is to be monitored and reported to ensure adherence.

5. Scope of Work

5.1 Pre - construction stage

- 5.1.1** Preparation of generate Audit Plan for THE PROJECT based on detailed interaction and information exchange with IIT (BHU) Varanasi.
- 5.1.2** Validation of following activities performed by THE PMC:
 - 5.1.2.1** Performance of Topological survey and geotechnical investigations
 - 5.1.2.2** Detailed design, estimates, specifications & BOQ for its approval from IIT (BHU) Varanasi
 - 5.1.2.3** Approval from Statutory Authorities.
 - 5.1.2.4** Tender documents, NIT, Tendering process and award of work

5.2 Construction Stage

- 5.2.1** Validate monitoring progress with detailed construction schedule prepared by THE PMC.
- 5.2.2** Monitoring and reporting on quantity, quality and performance of manpower deployed by THE PMC on a weekly basis
- 5.2.3** Monitor that site meetings and coordination meetings are conducted as per schedule by THE PMC with all vendors, contractors and stakeholders of THE PROJECT
- 5.2.4** Monitoring of Quality Assurance checks carried out by THE PMC and contractor
- 5.2.5** Validate Quality Assurance plans prepared by THE PMC.
- 5.2.6** Random check of field laboratory established by THE PMC for routine testing of construction materials.
- 5.2.7** Validate detailed justification provided by THE PMC for changes, if any, in terms of design, quantity and specifications; and present the same to IIT (BHU) Varanasi.
- 5.2.8** Validate all statutory inspections and checks.
- 5.2.9** Validate that all health safety and environment aspects at site.

5.3 Post Construction Stage

- 5.3.1** Validate process for testing and commissioning of all utilities and certify the same.
- 5.3.2** Validate provision of certified and approved 'As built drawings' by THE PMC.
- 5.3.3** Validate Operation and Maintenance Manuals (including Certificates from manufacturers) collated and submitted by THE PMC.

5.3.4 Validate Inspection/monitoring of works by THE PMC during Defects Liability Period and rectification of defects.

5.3.5 Add any other activity to the scope of THE PMC that is deemed necessary for the project execution and completion but not included above, if instructed so by the Institute.

5.3.6 Monitor handing over of the project to IIT (BHU) Varanasi by THE PMC

6. Duties and Responsibilities

6.1 Inspection and Testing

6.1.1 Inspection of construction records

The Authority shall have the right to inspect the records of the Contractor relating to the Works.

6.1.2 Monthly progress reports

During the Construction Period, the Contractor shall, no later than 10 (ten) days after the close of each month, furnish to the Authority and the Authority's Engineer a monthly report on the progress of Works and shall promptly give such other relevant information as may be required by the Authority's Engineer.

6.1.3 Inspection

The Authority's Engineer and its authorised representative shall at all times:

(a) Have full access to all parts of the Site and to all places from which natural Materials are being obtained for use in the Works; and

(b) During production, manufacture and construction at the Site and at the place of production, be entitled to examine, inspect, measure and test the Materials and workmanship, and to check the progress of manufacture of Materials.

6.1.4 The Contractor shall give the Authority's Engineer and its authorised agents access, facilities and safety equipment for carrying out their obligations under this Agreement.

6.1.5 The Authority's Engineer shall submit a monthly inspection report (the "**Inspection Report**") to the Authority and the Contractor bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. For the avoidance of doubt, such inspection or submission of Inspection Report by the Authority's Engineer shall not relieve or absolve the Contractor of its obligations and liabilities under this Agreement in any manner whatsoever.

6.1.6 Samples

The Contractor shall submit the following samples of Materials and relevant information to the Authority's Engineer for review:

(a) manufacturer's test reports and standard samples of manufactured Materials; and

(b) samples of such other Materials as the Authority's Engineer may require.

6.1.7 Tests

(a) For determining that the Works conform to the Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests, at such time and frequency and in such manner as specified in this Agreement, and in accordance with Good Industry Practice for quality assurance. The Contractor shall, with due diligence, carry out all the tests in accordance with the Agreement and furnish the results thereof to the Authority's Engineer. Of the total tests for each category or type to be undertaken by the Contractor under the provisions of this Agreement and Good Industry Practice, the Authority's Engineer shall (a) carry out or cause to be carried out, test checks equal to about 10% (ten per cent) of the number of the tests required to be undertaken by the Contractor; and (b) witness or participate in at least 10% (ten per cent) of the number of such tests conducted or caused to be conducted by the Contractor.

(b) In the event that results of any tests conducted establish any defects or deficiencies in the Works, the Contractor shall carry out remedial measures and furnish a report to the Authority's Engineer in this behalf. The Authority's Engineer shall require the Contractor to carry out or cause to be carried out tests to determine that such remedial measures have brought the Works into compliance with the Specifications and Standards, and the procedure shall be repeated until such Works conform to the Specifications and Standards. For the avoidance of doubt, the cost of such tests and the remedial measures in pursuance thereof shall be solely borne by the Contractor.

6.1.8 Examination of work before covering up

In respect of the work which the Authority's Engineer is entitled to examine, inspect, measure or test before it is covered up or put out of view or any part of the work is placed thereon, the Contractor shall give notice to the Authority's Engineer whenever any such work is ready and before it is covered up. The Authority's Engineer shall then either carry out the examination, inspection or testing without unreasonable delay, or promptly give notice to the Contractor that the Authority's Engineer does not require to do so. Provided, however, that if any work is of a continuous nature where it is not possible or prudent to keep it uncovered or incomplete, the Contractor shall notify the schedule of carrying out

such work to give sufficient opportunity, not being less than 3 (three) business days' notice, to the Authority's Engineer to conduct its inspection, measurement or test while the work is continuing. Provided further that in the event the Contractor receives no response from the Authority's Engineer within a period of 3 (three) business days from the date on which the Contractor's notice hereunder is delivered to the Authority's Engineer, the Contractor shall be entitled to assume that the Authority's Engineer would not undertake the said inspection.

6.1.9 Rejection

(a) If, as a result of an examination, inspection, measurement or testing, any Material, design or workmanship is found to be defective or otherwise not in accordance with the provisions of this Agreement, the Authority's Engineer may reject such Material, design or workmanship by giving notice to the Contractor, with reasons. The Contractor shall then promptly make good the Defect and ensure that the rejected item complies with the requirements of this Agreement.

(b) If the Authority's Engineer requires the Material, design or workmanship to be retested, the tests shall be repeated on the same terms and conditions, as applicable in each case. If the rejection and retesting cause the Authority to incur any additional costs, such costs shall be recoverable by the Authority from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

(c) The Contractor shall not be entitled to any extension of time on account of rectifying any Defect or retesting.

(d) No examination, inspection, measurement or testing of any Material, design or workmanship by the Authority's Engineer or its failure to convey its observations or to examine, inspect, measure or test shall relieve the Contractor of its obligations and liabilities under this Agreement in any manner nor shall the Authority be liable for the same in any manner.

6.1.10 Remedial work

6.1.10.1 Notwithstanding any previous test or certification, the Authority's Engineer may instruct the Contractor to:

(a) Remove from the Site and replace any Plant or Materials which are not in accordance with the provisions of this Agreement

(b) Remove and re-execute any work which is not in accordance with the provisions of this Agreement and the Specification and Standards; and

(c) Execute any work which is urgently required for the safety of the Project, whether because of an accident, unforeseeable event or otherwise; provided that in case of any work which is required on account of a Force Majeure Event.

6.1.10.2 If the Contractor fails to comply with the instructions issued by the Authority's Engineer within the time specified in the Authority's Engineer's notice or as mutually agreed, the Authority's Engineer may advise the Authority to have the work executed by another agency. The cost so incurred by the Authority for undertaking such work shall, without prejudice to the rights of the Authority to recover Damages in accordance with the provisions of this Agreement, be recoverable from the Contractor and may be deducted by the Authority from any monies due to be paid to the Contractor.

6.1.11 Delays during construction

Without prejudice to the provisions of agreement, in the event the Contractor does not achieve any of the Project Milestones within the time period stipulated in Schedule I or the Authority's Engineer shall have reasonably determined that the rate of progress of Works is such that Completion of the Project is not likely to be achieved by the end of the Scheduled Completion Date, it may notify the same to the Contractor, and the authority.

6.1.12 Quality control records and Documents

The Contractor shall hand over to the Authority's Engineer a copy of all its quality control records and documents before the Completion Certificate is issued.

6.2 During Construction

6.2.1 The Authority's Engineer shall review the Drawings furnished by the Contractor along with supporting data, including the geo-technical investigations, characteristics of materials from borrow areas and quarry sites, topographical surveys, and the recommendations of the Safety Consultant.

6.2.2 The Authority's Engineer shall review any revised Drawings sent to it by the Contractor/PMC agency and furnish its comments.

6.2.3 The Authority's Engineer shall review the Quality Assurance Plan submitted by the Contractor and shall convey its comments to the Contractor stating the modifications, if any, required thereto.

6.2.4 The Authority's Engineer shall complete the review of the methodology proposed to be adopted by the Contractor for executing the Works, and convey its comments to the Contractor.

6.2.5 The Authority's Engineer shall review the monthly progress report furnished by the Contractor and send its comments thereon to the Authority.

6.2.6 The Authority's Engineer shall inspect the Construction Works and the Project and shall submit a monthly Inspection Report bringing out the results of inspections and the remedial action taken by the Contractor in respect of Defects or deficiencies. In particular, the Authority's Engineer shall include in its Inspection Report, the compliance of the recommendations made by the Safety Consultant.

6.2.7 The Authority's Engineer shall conduct the pre-construction review of manufacturer's test reports and standard samples of manufactured Materials, and such other Materials as the Authority's Engineer may require.

6.2.8 For determining that the Works conform to Specifications and Standards, the Authority's Engineer shall require the Contractor to carry out, or cause to be carried out, tests at such time and frequency and in such manner as specified in accordance with Good Industry Practice for quality assurance.

6.2.9 The Authority's Engineer shall test check at least 20 (twenty) percent of the quantity or number of tests prescribed for each category or type of test for quality control by the Contractor.

6.2.10 The timing of tests and the criteria for acceptance/ rejection of their results shall be determined by the Authority's Engineer in accordance with the Quality Control Manuals. The tests shall be undertaken on a random sample basis and shall be in addition to, and independent of, the tests that may be carried out by the Contractor for its own quality assurance in accordance with Good Industry Practice.

6.2.11 In the event that results of any tests establish any Defects or deficiencies in the Works, the Authority's Engineer shall require the Contractor to carry out remedial measures.

6.2.12 In the event that the Contractor fails to achieve any of the Milestones, the Authority's Engineer shall undertake a review of the progress of construction and identify potential delays, if any. If the Authority's Engineer shall determine that completion of the Project is not feasible within the time specified in the Agreement, it shall require the Contractor to indicate the steps proposed to be taken to expedite progress, and the period within which the Project Completion Date shall be achieved. Upon receipt of a report from the Contractor, the Authority's Engineer shall review the same and send its comments to the Authority and the Contractor forthwith.

6.2.13 The Authority's Engineer shall obtain from the Contractor a copy of all the Contractor's quality control records and documents before the Completion Certificate is issued.

6.2.14 A copy of all communications, comments, instructions, Drawings or Documents sent by the Authority's Engineer to the Contractor pursuant to this TOR, and a copy of all the test results with comments of the Authority's Engineer thereon, shall be furnished by the Authority's Engineer to the Authority forthwith.

6.2.15 The Authority's Engineer shall retain at least one copy of each of all Drawings and Documents received by it, including 'as-built' Drawings, and keep them in its safe custody for final submission to the Institute.

6.2.16 After the Project Completion, the Authority's Engineer shall obtain a complete set of as-built Drawings, in 2 (two) hard copies and in micro film format or in such other medium or manner as may be acceptable to the Authority, reflecting the Project as actually designed, engineered and constructed, including an as-built survey illustrating the layout of the Project and setback lines, if any, of the buildings and structures forming part of Project Facilities; and shall hand them over to the Authority against receipt thereof.

6.2.17 The Authority's Engineer, if called upon by the Authority or the Contractor or both, shall mediate and assist the Parties in arriving at an amicable settlement of any Dispute between the Parties.

6.2.18 The Authority's Engineer shall inform the Authority and the Contractor of any event of Contractor's Default at the earliest of its occurrence.

6.3 Determination of Costs and Time

6.3.1 The Authority's Engineer shall determine the costs, and/or their reasonableness, that are required to be determined by it under the Agreement.

6.3.2 The Authority's Engineer shall determine the period of Time Extension that is required to be determined by it under the Agreement.

7. Positioning of manpower for supervision of work:

The Authority Engineer for services of Third-Party Audit shall depute the following experienced and qualified personnel on site for validation and audit of services performed by THE PMC:

1 no. Graduate Civil Engineer (BE/B Tech) with minimum 10 years of experience in high rise building construction (minimum 10th and above storied) as Project Manager. The Project Manager should have required knowledge level in all fields of construction including safety.

1 no. Graduate engineer (BE/B Tech) with minimum 5 years building construction experience to be posted as the project I/c to look after the day to day supervision work.

1 no. Materials testing Experts (minimum B.E./ B. Tech. with 5 year experience), and 1 no. structural design engineer (minimum B.E./ B. Tech. with 5 year experience) are to be posted on site.

8. Payment Terms

Following are the milestones and per cent of total fee allocated to such stage. In case of the project being at hold due to reasons beyond the control of the Authority Engineer for services of Third-Party Audit while a particular stage is in progress, then the entire fee for the concurrent stage will be payable:

STAGE	PARTICULARS	PERCENTAGE OF TOTAL FEE
1	Submission of generated Audit Plan for THE PROJECT based on detailed interaction and information exchange with IIT (BHU) Varanasi and PMC agency. Validation of Performance of Topological survey and geotechnical investigations and Preliminary project report & concept design Validation of Tender Documents and NIT Upon Finalization of Contractor	25%
2	In equated monthly installments for the period of construction	50%
3	Handover of project	25%

9. Termination of the Authority's Engineer

9.1 The Authority may, in its discretion, replace or remove the Authority's Engineer at any time. However, engagement of another Authority's Engineer shall be on the discretion of the authority.

9.2 Interim Arrangement

In the event that the Authority has not appointed an Authority's Engineer, or the Authority's Engineer so appointed has relinquished its functions or defaulted in discharge thereof, the Authority may, in the interim, designate and authorise any person to discharge the functions of the Authority's Engineer in accordance with the provisions of this Agreement, save and except that such person shall not exercise any functions relating to review, comment, approval or inspection as specified in this Agreement for and in respect of the Authority's Engineer, and such functions shall be discharged as and when an Authority's Engineer is appointed in accordance with the provisions of this Agreement. Provided, however, that nothing contained in this RFP shall in any manner restrict the rights of the Authority to enforce compliance of the provisions of this Agreement.

FORM OF CONTRACT

CONTRACT

THIS CONTRACT made at Varanasi this _____ day of _____ 20__; BETWEEN IIT (BHU) Varanasi (hereinafter referred to as the "Institute" which expression shall include its successors and assigns) of the One Part;

AND

_____ (Name of Firm), a Company registered in India under the Indian Companies Act 1956 having its registered office at _____ (Address) (hereinafter referred to/ as collectively referred to as the "Authority Engineer for services of Third-Party Audit which expression shall include his/their/its executors, administrators, representatives and permitted assigns/successors and permitted assign) of the other part:

WHEREAS

The Institute desires to have executed the work of _____ (Name of Work) more specifically mentioned and described in the contract documents (hereinafter called the 'work' which expression shall include all amendments therein and/or modifications thereof) and has accepted the tender of the Authority's Engineer for the said work.

NOW, THEREFORE. THIS CONTRACT WITNESSETH as follows:

ARTICLE - 1

CONTRACT DOCUMENTS

1.1 The following documents shall constitute the contract documents, namely:

- (a) This contract;
- (b) Tender documents;
- (c) Letter of Acceptance of Tender

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively while a copy of the letter of Acceptance of Tender along with annexures thereto.

ARTICLE - 2

WORK TO BE PERFORMED

2.1 The CONSULTANT shall perform the work upon the terms and conditions and within the item specified in the Contract documents.

ARTICLE - 3

COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract documents the Institute shall pay CONSULTANT compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE – 4
JURISDICTION

4.1 Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the court of competent civil jurisdiction in this behalf at Varanasi, UP and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts.

ARTICLE – 5
ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article – 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE – 6
NOTICE

6.1 Subject to any provisions in the Contract documents to the contrary, any notice, order or communication sought to be served by the CONSULTANT on the Institute with reference to the Contract shall be deemed to have been sufficiently served upon the Institute (notwithstanding any enabling provisions under any law to the contrary) only if delivered by hand or by Registered Acknowledgment Due Post to the Engineer-in-Charge as defined in the General Conditions of Contract.

6.2 Without prejudice to any other mode of service provided for in the Contract Documents or otherwise available to the Institute, any notice, order or other communication sought to be served by the Institute on the CONSULTANT with reference to the Contract, shall be deemed to have been sufficiently served if delivered by hand or through Registered Post Acknowledgement due to the principal office of the CONSULTANT at _____ or to the CONSULTANT's representatives as referred to in the General Conditions of Contract forming part of the Contract Documents.

ARTICLE – 7
WAIVER

7.1 No failure or delay by the Institute in enforcing any right or remedy of the Institute in terms of the Contract or any obligation or liability of the CONSULTANT in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability as the case may be, by the Institute and notwithstanding such failure or delay, the Institute shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case may be.

ARTICLE - 8
NON-ASSIGNABILITY

4.1. The Contract and benefits and obligations thereof shall be strictly personal to the CONSULTANT and shall not on any account be assignable or transferable by the CONSULTANT.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the Place, day and year first above written.

1. _____
SIGNED AND DELIVERED
for and on behalf of
Indian Institute of Technology (BHU)

by _____
in the presence of:

1. _____
2. _____

2. _____
SIGNED AND DELIVERED
for and on behalf of
(Name of Firm)

by _____
(this _____ day of _____ 20__)
in the presence of:

1. _____
2. _____

GENERAL CONDITIONS OF CONTRACT

1. General

- 1.1.** Rights to the Contents of the Proposal: For all the bids received before the last date and time of bid submission, the proposals and accompanying documents of the participating proposals will become the property of IIT (BHU) Varanasi and will not be returned after opening of the participating proposals. IIT (BHU) VARANASI is not restricted in its rights to use or disclose any or all of the information contained in the proposal and can do so without compensation to the bidders. IIT (BHU) VARANASI shall not be bound by any language in the proposal indicating the confidentiality of the proposal or any other restriction on its use or disclosure.
- 1.2.** Acknowledgment of Understanding of Terms: By submitting a proposal, each bidder shall be deemed to acknowledge that it has carefully read all sections of this document, including all forms, schedules and annexure hereto, and has fully informed itself as to all existing conditions and limitations.
- 1.3.** Proposal Validity: The proposal shall be valid for one year from the date of opening of the financial proposal.
- 1.4.** Data provided for the consideration are confidential in nature. The bidders should not share the data without IIT (BHU) VARANASI permission.
- 1.5.** The Bidders should provide professional, objective and impartial advice and at all times hold the IIT (BHU) VARANASI's interest paramount, without any consideration for future works, and that in providing advice they must avoid conflicts with other assignments and their own corporate interests.
- 1.6.** The jurisdiction in case of disputes shall be the Courts of Varanasi. The bidder should be registered under relevant Laws /Acts of the country. In case of any dispute arising, the decision of THE DIRECTOR, IIT (BHU) VARANASI will be final and binding on each part.
- 1.7.** Even though applicants satisfy the necessary requirements they are subject to disqualification if they have
- 1.8.**
 - a) Made untrue or false representation in the form/statements required in the application document.
 - b) Records of poor performance such as abandoning work, not properly completing contract, financial failures or delayed completion.
- 1.9.** Confidentiality: Information relating to evaluation of Proposal and recommendations concerning awards shall not be disclosed to the Bidders who submitted the proposal or to other persons not officially concerned with the process, until the publication of the award of contract. The undue use of

confidential information by any Bidder related to the process may result in the rejection of its proposal and may be subjected to the provisions of the Institute's i.e., IIT (BHU) VARANASI fraud and corruption policy.

- 1.10.** Indemnification of the IIT (BHU) VARANASI by the Bidders: The Bidder shall keep the IIT (BHU) VARANASI, both during and after the term of this Contract, fully and effectively indemnified against all losses, damages, injuries, deaths, expenses, actions, proceedings, demands, costs and claims including, but not limited to, legal fees and expenses, suffered by the IIT (BHU) VARANASI, where such loss, damages, injury or death is the direct result of the wrongful action, negligence, or breach of Contract of the Bidders or their sub-Bidders, or the personnel or agents.
- 1.11.** Reporting Obligation: The Bidders shall submit to IIT (BHU) VARANASI the reports and documents specified in the scope of work in the form, the numbers and within the period set forth in the said Exhibits or in the modified form as mutually agreed at any later stage.
- 1.12.** Intellectual Property: All plans, drawings, specifications, designs, reports and other documents submitted by the Bidders shall become and remain the property of IIT (BHU) VARANASI, and the Bidders shall not later than fifteen(15) days after the termination or expiration of the assignment, as per this Contract, deliver all such documents to IIT (BHU) VARANASI, together with a detailed inventory thereof. However, the Bidders may retain a copy of such documents but shall not use them for purposes unrelated to this contract without the prior written approval of IIT (BHU) VARANASI.
- 1.13.** Liability of the Bidders: The Bidders shall be liable to the IIT (BHU) VARANASI for the satisfactory performance of the Services in accordance with the provisions of this Contract and for any loss of the IIT (BHU) VARANASI as a result of a default in the designs, specifications, Construction drawings and execution of works. For this purpose, the IIT (BHU) VARANASI shall retain 5% of its fees as a performance security deposit till the completion of the construction management phase and a bank guarantee for such amount for a period of One year thereafter. In the first instance, the Bidders would be obliged to remedy the fault or get the same rectified from the Authority Engineer for services of Third-Party Audit if such fault is to the Authority Engineer's account.

2. Liquidated Damages

2.1. Liquidated Damages for delay

In case of delay in completion of Services like MPR, Measurement, approvals, delay in RFI etc, liquidated damages not exceeding an amount equal to 0.2% (zero point two

per cent) of the Agreement Value per week, to a maximum of 5% (five per cent) of the Agreement Value will be imposed and shall be recovered by appropriation from the Performance Security or otherwise. However, in case of delay due to reasons beyond the control of the Bidders, suitable extension of time shall be granted.

2.2. Encashment and appropriation of Performance Security

2.3. The Institute shall have the right to invoke and appropriate the proceeds of the Performance Security, in whole or in part, without notice to the Bidders in the event of breach of this Agreement or for recovery of liquidated damages specified in this Clause 2.1.

2.4. Taxes: The bidders shall fully familiarize themselves about the applicable to Domestic taxes (such as GST, Value added services, income taxes, fees, levies, etc.) on amount payable by the IIT (BHU) VARANASI under the contract. All such taxes must be included by the bidders in the financial proposal.

3. Currency: Bidders shall express the price of their Assignment / Job in Indian Rupees (INR).

4. Earnest Money Deposit (EMD) The Applicant shall furnish as part of its Proposal, a bid security of Rs. 2.65 lakhs (Rupees Two Lakh Sixty Five Thousand only) in the form of FDR issued by one of the Nationalized/ Scheduled Banks in India in favour of the Registrar, IIT (BHU) Varanasi payable at Varanasi (the "EMD"), returnable not later than 180 (One Hundred Eighty) days from Proposal Due Date (PDD) except in case of the two highest ranked Applicants. EMD can also be paid online in the IIT (BHU) VARANASI Account No. 32778803937 with IFSC Code: SBIN0011445.

5. Any Bid not accompanied by the EMD shall be rejected by the Institute as nonresponsive.

5.1. The Institute shall not be liable to pay any interest on the EMD and the same shall be interest free.

5.2. The Applicant, by submitting its Application pursuant to this NIT, shall be deemed to have acknowledged that without prejudice to the Institute's any other right or remedy hereunder or in law or otherwise, the EMD shall be forfeited and appropriated by the Institute as the mutually agreed pre- estimated compensation and damage payable to the Institute for, inter alia, the time, cost and effort of the Institute in regard to the RFP including the consideration and evaluation of the Proposal under the following conditions:

- a) If an Applicant submits a non-responsive Proposal;
- b) If an Applicant engages in any of the Prohibited Practices;
- c) If an Applicant withdraws its Proposal during the period of its validity as specified in this RFP and as extended by the Applicant from time to time

- d) In the case of the Selected Applicant, if the Applicant fails to reconfirm its commitments during negotiations as required, if occurs.
- e) In the case of a Selected Applicant, if the Applicant fails to sign the Agreement or commence the assignment as specified in Clauses; or
- f) If the Applicant is found to have a Conflict of Interest.
- g) If the Bidders tries to influence the evaluation process.

6. Terms & Conditions of Payments:

6.1. The Contract Price as defined in financial bid shall be as specified in the Contract Agreement.

6.2. The Bidders shall be deemed to have satisfied itself as to the correctness and sufficiency of the Contract Price, which shall, except as otherwise provided for in the Contract, cover all its obligations under the Contract.

6.3. Payments shall be made promptly by the IIT (BHU) VARANASI, but in no case later than thirty [30] days after submission of a valid invoice by the Bidders. Only such portion of an invoice that is not satisfactorily supported may be withheld from payment. Should any discrepancy be found to exist between actual payment and costs authorized to be incurred by the Bidders, the IIT (BHU) VARANASI may add or subtract the difference from any subsequent payments.

6.4. The Itemized Invoices. As soon as practicable and not later than five (5) days after the end of each calendar month during the period of the Services, the Bidders shall submit to the IIT (BHU) VARANASI, in duplicate, itemized invoices, accompanied by the receipts or other appropriate supporting documents, of the amounts payable pursuant to quoted rate as per agreement. Each invoice shall show remuneration reimbursable expenses separately.

6.5. The Final Payment. The final payment under this Clause shall be made only after the final report and a final invoice, identified as such, shall have been submitted by the Bidders and approved as satisfactory by the IIT (BHU) VARANASI. Any amount that the IIT (BHU) VARANASI has paid or has caused to be paid in accordance with this Clause in excess of the amounts payable in accordance with the provisions of this Contract shall be reimbursed by the Bidders to the IIT (BHU) VARANASI within seven (7) days after receipt by the Bidders of notice thereof.

7. Security deposit: A sum of 5% of accepted value of the tender shall be deposited by the successful tenderer as Security Deposit (SD) as PBG. EMD of the successful bidder will be refunded after receiving the Performance Bank Guarantee. Security deposit will be released after production of no claim certificate and issue of final completion certificate.

8. Payment upon Termination: Upon termination of this Contract as above, IIT (BHU) VARANASI shall make the following payments to the Bidders:

8.1. Payment towards Services satisfactorily performed, completed and approved by IIT (BHU) VARANASI, prior to the effective date of termination.

8.2. Reimbursement of any reasonable cost incident to the prompt and orderly termination of the Contract.

9. In case of termination on default of Bidders, PG submitted by the bidder shall stand forfeited.

10. Force Majeure:

For the purposes of this contract. Force Majeure means an event which is beyond the reasonable control of a Party, and which makes a Party's performance of its obligations hereunder impossible or so impracticable as reasonably to be considered impossible in the circumstances, and includes, but is not limited to war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other adverse weather conditions, lockdown, corona pandemic, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power or the party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

11. Settlement of Disputes:

11.1. Amicable settlement: The Parties shall use their best efforts to settle amicably all disputes arising out of or in connection with this Agreement or the interpretation thereof.

11.2. Dispute resolution: Any dispute, difference or controversy of whatever nature arising under or out of or in relation to this Agreement (including its interpretation) between the Parties, and so notified in writing by either Party to the other Party (the "**Dispute**") shall, in the first instance, be attempted to be resolved amicably in accordance with the conciliation procedure set forth in Clause 13.

11.3. The Parties agreed to use their best efforts for resolving all Disputes arising under or in respect of this Agreement promptly, equitably and in good faith, and further agree to provide each other with reasonable access during normal business hours to all non-privileged records, information and data pertaining to any Dispute.

12. Conciliation:

In the event of any Dispute between the Parties, either Party may call upon Institute's authorized representative and the Chairman of the Board of Directors of the Bidders for amicable settlement, and upon such reference, the said persons shall meet not later than 30 (thirty) days from the date of reference to discuss and attempt to amicably resolve

the Dispute. If such meeting does not take place within the 30 (thirty) days period or the Dispute is not amicably settled within 45 (forty-five) days of the meeting or the Dispute is not resolved as evidenced by the signing of written terms of settlement within 60 (sixty) days of the notice in writing referred to in Clause 13(B) or such longer period as may be mutually agreed by the Parties, either Party may refer the Dispute to arbitration in accordance with the provisions of Clause 13.

13. Arbitration:

The IIT (BHU) VARANASI and Authority Engineer for services of Third-Party Audit shall make every effort to resolve amicably by direct informal negotiations any disagreement or dispute arising between them under or in connection with the contract. If, after thirty (30) days from the commencement of such informal negotiations, the IIT (BHU) VARANASI and the Third-Party Audit have been unable to resolve amicably a contract dispute, either party may require that the dispute be referred for resolutions to the formal mechanisms i.e., Arbitration. These mechanisms may include but are not limited to, Arbitration in accordance with rules.

The Contract shall be governed by and construed in accordance with the laws of India. Any dispute which cannot be amicably settled by the parties will be settled following the provisions of Arbitration and Conciliation Act, 1996 and subsequent amendments updated till date. Venue of Arbitration shall be at IIT (BHU) campus.

The Competent authority i.e., Director or his nominee, shall appoint an Arbitrator.

Notwithstanding any reference to the arbitration herein, the parties shall continue to perform their respective obligations under the agreement.

Cost of arbitration shall be equally shared between the Successful Authority Engineer and IIT (BHU) Varanasi.

The arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and subsequent amendments updated till date or any statutory modifications or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceedings under this clause. Award issued by arbitrator shall be final binding on either party.

14. Breach of Contract: The failure on the part of the Bidders to fulfil any of its obligations under the Contract shall not be considered to be a breach of Contract or default under the Contract in so far as such inability arises from an event of Force Majeure provided due care and reasonable alternative measures have been undertaken/advised in order to carry out the terms and conditions of the Contract and the Institute has been given timely information.

15. Conflict of Interest

- 15.1.** The Bidders shall not have a Conflict of Interest and any breach hereof shall constitute a breach of the Agreement.
- 15.2.** Prohibition of conflicting activities: Neither the Bidders nor the Personnel of them shall engage, either directly or indirectly, in any of the following activities:
- a) During the term of this Agreement, any business or professional activities which would conflict with the activities assigned to them under this Agreement;
 - b) After the termination of this Agreement, such other activities as may be specified in the Agreement; or
 - c) At any time, such other activities as have been specified in the RFP as Conflict of Interest.
- 15.3.** Bidders not to benefit from commissions, discounts, etc.: The remuneration of the Bidders pursuant this agreement shall constitute the Bidders sole remuneration in connection with this Agreement or the Services and the Bidders shall not accept for its own benefit any trade commission, discount or similar payment in connection with activities pursuant to this Agreement or to the Services or in the discharge of its obligations hereunder, and the Bidders shall use its best efforts to ensure that their Personnel shall not receive any such additional remuneration.
- 15.4.** The Bidders and its Personnel shall observe the highest standards of ethics and shall not have engaged in and shall not hereafter engage in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the "Prohibited Practices"). Notwithstanding anything to the contrary contained in this Agreement, the Authority shall be entitled to terminate this Agreement forthwith by a communication in writing to the Bidders, without being liable in any manner whatsoever to the Bidders, if it determines that the Bidders has, directly or indirectly or through an agent, engaged in any Prohibited Practices in the Selection Process or before or after entering into of this Agreement. In such an event, the Institute shall forfeit and appropriate the performance security, if any, as mutually agreed genuine pre-estimated compensation and damages payable to the Institute towards, inter alia, the time, cost and effort of the Institute.
- 15.5.** Without prejudice to the rights of the Institute and the other rights and remedies which the Institute may have under this Agreement, if the Bidders is found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices, during the Selection Process or before or after the execution of this Agreement, the Bidders shall not be eligible to participate in any tender or RFP issued during a period of 2 (two) years from the date the Bidders is

found by the Institute to have directly or indirectly or through an agent, engaged or indulged in any Prohibited Practices.

15.6. For the purposes of Clause 15.4, the following terms shall have the meaning hereinafter respectively assigned to them:

a) "corrupt practice" means the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Selection Process (for removal of doubt, offering of employment or employing or engaging in any manner whatsoever, directly or indirectly, any official of the Institute who is or has been associated in any manner, directly or indirectly with Selection Process or LOA or dealing with matters concerning the Agreement before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the Institute, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or (ii) engaging in any manner whatsoever, whether during the Selection Process or after the issue of LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical adviser the Institute in relation to any matter concerning the Project

b) "fraudulent practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Selection Process;

c) "coercive practice" means impairing or harming, or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Selection Process or the exercise of its rights or performance of its obligations by the Institute under this Agreement;

d) "undesirable practice" means (i) establishing contact with any person connected with or employed or engaged by the Institute with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Selection Process; or (ii) having a Conflict of Interest; and

e) "restrictive practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Selection Process.

16. Confidentiality

16.1. The Bidders, and the Personnel of them shall not, either during the term or within two years after the expiration or termination of this Agreement disclose any

proprietary information, including information relating to reports, data, drawings, design software or other material, whether written or oral, in electronic or magnetic format, and the contents thereof; and any reports, digests or summaries created or derived from any of the foregoing that is provided by the Institute to the Bidders or its Personnel; any information provided by or relating to the Institute, its technology, technical processes, business affairs or finances or any information relating to the Institute's employees, officers or other professionals or suppliers, customers, or Consultants of the Institute; and any other information which the Bidders is under an obligation to keep confidential in relation to the Project, the Services or this Agreement ("Confidential Information"), without the prior written consent of the Institute.

16.2. Notwithstanding the aforesaid, the Bidders and its Personnel may disclose Confidential Information to the extent that such Confidential Information:

a) was in the public domain prior to its delivery to the Bidders and its Personnel or becomes a part of the public knowledge from a source other than the Bidders and its Personnel.

b) was obtained from a third party with no known duty to maintain its confidentiality;

c) is required to be disclosed by Applicable Laws or judicial or administrative or arbitral process or by any governmental instrumentalities, provided that for any such disclosure, the Bidders or its Personnel shall give the Institute, prompt written notice, and use reasonable efforts to ensure that such disclosure is accorded confidential treatment; and

d) is provided to the professional advisers, agents, auditors or representatives of the Bidders or its Personnel, as is reasonable under the circumstances; provided, however, that the Bidders or its Personnel, as the case may be, shall require their professional advisers, agents, auditors or its representatives, to undertake in writing to keep such Confidential Information, confidential and shall use its best efforts to ensure compliance with such undertaking.

17. Unfair Advantage:

17.1. If a Bidders derive a competitive advantage from having provided consulting Assignment/job related to the Assignment/job in question and which is not defined as conflict of interest as above, the Institute shall make available to all Bidders

together with this document all information that would in that respect give such Bidders any competitive advantage over competing Bidders.

18. Foreclosure of the work: If at any time after acceptance of the tender, Institute decides to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-Charge shall give notice in writing to that effect to the Consultant and the Consultant shall act accordingly in the matter. The Consultant shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works. The Consultant shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Engineer-in-Charge for the items in view of the foreclosure. The Consultant shall, if required by the Engineer- in-Charge, furnish to him, books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable Provided always that against any payments due to the Consultant on an account or otherwise, the Engineer-in-Charge shall be entitled to recover or be credited with any outstanding balances due from the Consultant for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by the Government from the Consultant under the terms of the contract.

BANK GUARANTEE FORMAT FOR BID SECURITY

(To be stamped in accordance with Stamp Act if any, of the country of issuing bank)

Ref.: _____ Tender No. _____ dated _____

Bank Guarantee:

Date:

WHEREAS, _____ (Name of Bidder) _____ (hereinafter called "the bidder") has submitted his bid dated _____ (date) for the Tender No. _____ dated _____ (hereinafter called "the Bid").

KNOW ALL MEN by these presents that We, _____ [Name of Bank] having our registered office at _____ (hereinafter called "the Bank") are bound unto _____ [Name of Employer] (hereinafter called "the Employer") in the sum of Rs. _ (Rupees Figure and words Only) for which payment will and truly to be made to the said Employer the Bank binds himself, his successors and assigns by these presents.

SEALED with the Common Seal of the said Bank this _____ day of _____ 20__.

THE CONDITIONS of this obligation are:

1. If the Bidder withdraws his Bid during the period of bid validity specified in the Bid document; or
2. If the Bidder does not accept the correction of arithmetical errors of his Bid Price in accordance with the Instructions to Bidder; or
3. If the Bidder having been notified of the acceptance of his Bid by the Employer during the period of bid validity,
 - a. fails or refuses to execute the Form of Agreement in accordance with the Instructions to Bidders, if required; or
 - b. fails or refuses to furnish the Performance Security, in accordance with the Instructions to Bidders,

we undertake to pay the Employer up to the above amount upon receipt of his first written demand, without the Employer having to substantiate his demand, provided that in his demand the Employer will note that the amount claimed by him is due to him owing to the occurrence of one or any of the conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date 180 (one hundred and eighty) days after

the deadline for submission of bids as such deadline is stated in the Instructions to Bidders or as it may be extended by the Employer, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to

Rs. _____ (Rs. Figure and Words Only) and the guarantee shall remain valid till _____.

Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

DATE: _____

SIGNATURE OF THE BANK: _____

SEAL OF THE BANK: _____ SIGNATURE OF THE WITNESS: _____

Name and Address of the Witness: _____

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of one hundred)

**FORM OF PERFORMANCE SECURITY
(PERFORMANCE BANK GUARANTEE)**

To
The Registrar
Indian Institute of Technology
(BHU) Varanasi

WHEREAS

[Name and address of Consultants] (hereinafter called "the consultants") has undertaken, in pursuance of Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Consultants shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Consultants such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Consultants up to a total of [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Consultants before presenting us with the demand.

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

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the consultants or of the Bank.

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rs. _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

This guarantee shall be valid for a period of 38 months i.e. upto 2 months beyond the expiry of contract of _____ months.

Signature and Seal of the Guarantor _____ In presence of

Name and Designation
(Name, Signature & Occupation)
Name of the Bank
Address

Date