



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER), PUNE
Main Building, Dr. Homi Bhabha Road, Pune : 411 008

VOLUME -I

TECHNICAL BID DOCUMENT

Name of work: Supply and Installation of lab equipment benches, Fume hoods, exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

DATE OF SUBMISSION OF TENDER : 13 8 2018 UP TO 15 00 HRS

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Name of work: Supply and Installation of lab equipment benches, fume hoods, exhaust system and E&M services in the Outreach Chemistry lab at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

(An Autonomous Institution, Ministry of Human Resource Development, Govt. of India)

Dr. Homi Bhabha Road, Pashan Pune – 411008.

Tel: +91-020-25908082; **Website:** www.iiserpune.ac.in

NOTICE INVITING e-TENDER (e-Procurement mode)

Indian Institute of Science Education and Research, PUNE invites online item rate composite bids in open bid system from the reputed lab furniture manufacturer, who are eligible as per the minimum requirements defined in clause 2 & 3 below in two envelope system.

Brief Details of Tender:

Sr. No.	Description of work in Brief	Approx. Estimated cost put to bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Pre bid meeting Date & time	Last date & time of submission of technical & financial bid	Time & date of opening of technical bids
1.	Supply and Installation of lab equipment benches, fume hoods, exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune. NIT No: 3/IISER/Pune/2018-19	308 lakh	6.16 lakh	2 (Two) months	28 2018 at 11 00 hrs	13 8 2018 at 15 00 hrs	14 8 2018 at 15 00 hrs

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iiserPUNE.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

Sr.No	Particulars	Date	Time in hrs
1	Date of Online Publication	24 7 2018	15 00
2	Technical Bid Submission Start Date	8 8 2018	15 00
3	Pre-Bid Meeting	2 8 2018	15 00
4	Technical bid Submission Close Date	13 8 2018	15 00
5	Opening of Technical bids	14 8 2018	11 00

No manual bids will be accepted. Technical should be submitted in the E-procurement portal.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 91-8826246593.

1) Information & Instructions for Online Bid Submission:

- 1.1 This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at:
<https://eprocure.gov.in/eprocure/app>.
- 1.1 The intending bidder must read the terms and condition of NIT carefully. Bidder should submit his bid only if he considers himself eligible and he is in possession of all the required documents.
- 1.2 Bid documents should be submitted online complete in all respect along with requisite amount of tender fee (cost of bid documents) . Complete set of tender documents comprising Volume I, II, III has been made available at e-tender portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))
- 1.3 The bidder would be required to register at e-tender portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) For submission of the bids, the bidder is required to have digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- 1.4 Information and instruction for bidders posted on website shall form part of the bid document.
- 1.5 The bid document consisting of Vol-I – Technical bid, Vol-II- Technical specifications, Vol-III- Tender drawings and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) free of cost.

- 1.6 But the bid can only be submitted after uploading the mandatory scanned documents such as receipt of online payment towards tender fee, in favour of Director, IISER PUNE, scan copies of other required documents as specified in the NIT. The tender fee should be deposited online with IISER PUNE within the period of bid submission as specified in the bid document.
- 1.7 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.
- 1.8 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 1.9 Contractor can upload documents in the form of JPG format and PDF format.
- 1.10 Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- 1.11 The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.

2. REGISTRATION of Bidder on e-Procurement Portal

- 2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
- 2.7 The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.

- 2.8 The Institute will not be responsible for any type of technical issue regarding uploading of tender on website. [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

3. SEARCHING FOR TENDER DOCUMENTS

- 3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.4 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 5.6 Kindly add scanned PDF or JPG format files of all relevant documents in a single PDF file of compliance sheet.

6 ASSISTANCE TO BIDDERS

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593.**



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

SECTION I -NOTICE INVITING e-TENDERING

Indian Institute of Science Education and Research, Pune invites online item rate composite bids in open bid system from the reputed lab furniture manufacturer, who are eligible as per the minimum requirements defined in clause 2 & 3 below in two envelope system.

Name of work: Supply and Installation of lab equipment benches, fume hoods, exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

Approx. Estimated cost	: Rs. 308 Lakh
Period of completion	: 2 (Two) months including monsoon period.
Cost of tender documents	: Rs. 1500/- (One thousand five hundred only) – (Non – refundable)
Last Dates & time to fill/upload the tender through e-tendering.	: 13 8 2018 up to 15 00 hrs
Pre bid meeting date &time	: 2 8 2018 at 11:00 hours at the office of Director, IISER PUNE
Time & date of opening of Technical bids	: 14 8 2018 At 11:00 Hrs

2. The bidders who fulfill the following requirements shall be eligible to apply.

Joint ventures are not accepted.

- a) Should have experience of having successfully completed works during the last seven years ending previous day of the last date of submission of tenders (i) 3 similar works each costing not less than Rs. **120 lakh** or completed two similar works each costing not less than **Rs 180 Lakh** or completed one similar work costing not less than **Rs 250 lakh**
Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the last date of receipt of applications for tender.

***Similar work means: Supply and Installation of steel Lab furniture comprising of fume hoods, Lab benches, gas and utility distribution system, etc. Works executed abroad shall also be considered for the purpose of experience in similar works provided documentary evidence is submitted from the competent authority. Only purchase orders without installations shall not be considered for the purpose of experience in similar works. Documentary evidence is required to be produced to get the tender issued.**

- (b) Should have had average financial turnover (Gross) of at least Rs. 18.00 Crore for, laboratory furniture, fume hood etc during the immediate last three consecutive years balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. No enhancement in the value of turnover for the past years shall be made for bringing them to current turnover level.
- (c) In case of foreign company, bidder should have offered services for the self or parent company manufactured fume hood & lab furniture in India at least for the past three years. The bidder or its parent company in India or abroad should have a well established (their own) in house manufacturing unit for the steel lab furniture and fume hood, quality management system as per International standards. The bidder or its parent company in India or abroad should possess the current/valid approval for such equipment manufacturing facility by a statutory certifying authority, like factory inspector etc.
- (d) The bidder / parent company should be an Official member with SEFA (Scientific Equipment and Furniture Association).
- (e) The bidder should have the ability to do ASHRAE testing at site through self or third party. The bidder should submit back-up documents verifying similar tests having been conducted at client site in the past.
- (f) The bidder should be registered company in India or should be a subsidiary of the foreign parent company in India dealing with supply & Installation of Lab furniture in India or an authorised Indian dealer of foreign parent company duly authorized by the parent company for quoting the tender on behalf of parent company. Similar work experience of the parent company shall be acceptable provided documentary evidence is produced to the satisfaction of IISER Pune.
- (g) Should not have incurred any loss in more than two year during the last five year ending 31st March 2018.
- (h) Should have solvency of Rs **5.00 Crore** certified by a Scheduled Bank and obtained not earlier than three months before the date of submission of Bid.
- (i) Should not have incurred any loss (profit after tax should be positive) during the immediate last two consecutive financial years ending 31st March, 2018, duly certified

and audited by the Chartered Accountant.

- (j) Bidder should have sufficient number of Technical and administrative employees for proper execution of the contract. The bidder shall have to submit a list of these employee stating clearly how these would be involved in this work with 15 days of award of work.

3. CONTRACT ELIGIBILITY CRITERIA

Further, the contract eligibility includes the following:

- 3.1 Experience on similar type of completed works executed during the **last seven years**; and details like monetary value, clients, proof of satisfactory completion. Part completion of the work still not complete can also be accepted provided proper documentary proof is produced.

***Similar work means: Supply and Installation of steel Lab furniture comprising of fume hoods, Steel Lab benches, gas and utility distribution system, etc. Works executed abroad shall also be considered for the purpose of experience in similar works provided documentary evidence is submitted from the competent authority. Only purchase orders without installations shall not be considered for the purpose of experience in similar works.**

This should be certified by an officer not below the rank of Executive Engineer in Govt. Departments and Superintending Engineer/ Chief Project manager or Equivalent in other organizations.

The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7 % per annum, calculated from the date of completion to the last date of receipt of applications for tenders.

- 3.3 Documentary evidence of adequate financial standing, Certified by Bankers, Audited Profit & Loss A/c and Balance Sheet, Annual turnover in **last five years**, access to adequate working capital.
- 3.4 Information regarding projects in hand, current orders, regarding litigation, exclusion/expulsion or black listing, if any.
- 3.6 Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience.
- 3.7 Project planning and quality control procedures to be adopted. Manufacturing, installation methodology & Q A manual to be submitted along with the tender.
- 3.8 Bidders who meet minimum criteria will be qualified only if their available bid capacity is more than the bid value. The bid capacity of the contractor shall be determined by the following formula:

$$\text{Bid Capacity} = (A \times N \times 2) - B$$

Where,

'A' = maximum value of similar works executed in any one year during last five years taking in account the completed as well as works in progress duly enhanced at simple rate of 7% per annum.

'B' = Value of existing commitments and ongoing similar works to be completed in the next 'N' years

'N' = Number of years prescribed for completion of the subject contract (Minimum value of N shall be taken as 1 if the time period is less than 1 one year).

- 3.9 Bidders not meeting the minimum eligibility criteria shall be summarily rejected
- 3.10 Copy of the enlistment order and certificates of work experience and other required as specified in the bid documents shall be scanned and uploaded to the e-tendering website within period of bid submission.
- 3.11 Bidder should not been blacklisted by any state/ Central Government department PSUs/Autonomous bodies during the last 7 years of its operations. Affidavit shall be made in current date after the date of invitation of the tender as per **Form F** and shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-otherwise the tender shall be rejected.
- 3.12 Willingness of the associated agency for E & M works shall be submitted as per **Form G**.
- 3.13 MOU between the Main contractor and Associated agency shall be submitted after the award of work.
- 4 The time allowed for carrying out the work will be **2 (Two) months** including monsoon period from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender.
- 5 The bid document is Two stage two Envelope e-tendering system can be seen from the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserpune.ac.in The contents of Envelope I & Envelope II are specified in the NIT.
- 6 **Submission of Technical Bid Documents**
Information and instruction for bidder for e-tendering forming part of bid document uploaded on website. Last date and time of submission of technical bid, Tender fee and other documents as specified in the NIT.

List of Document to be scanned and uploaded within the period of bid

submission:

- I. Transaction Receipt of online deposit of tender fee and EMD.
- II. Enlistment Order of the Contractor (Attested copy) if required.
- III. Certificates of work Experience certificates submitted shall clearly indicate the:
 - a) Type and nature of work
 - b) Completion cost
 - c) Time period, actual completion date.

In case, if any of above details are not included in the work done certificates, then such bids will not be considered for opening.
- IV. Complete set of TDS certificate (Form 16) shall be uploaded in case the similar work is executed from a private body which shall form basis for establishing the completion cost of work executed.
- V. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- VI. Scanned Copies of all eligibility documents required as per NIT **Annexure –I**

Tender documents should be submitted online complete in all respect along with requisite amount of tender fee (cost of bid document). Complete set of tender documents comprising financial bid has been made available at e-tender portal <http://www.eprocurement & www.iiserpune.ac.in>

- 7 Director, Indian Institute of Science Education & Research, PUNE shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 8 Bids must be accompanied by tender fee and bid-security/EMD (Earnest Money Deposit) amount specified for the work in clause 10 payable at PUNE and drawn in favour of The Director; IISER PUNE Bid Security shall have to be valid for 90 days beyond the validity of the bid.
- 9 Tender fee shall be Rs. 1500/- (One thousand five hundred only) non-refundable fee required to be deposited in **IISER PUNE Bank account** through net banking as detailed below failing which the bid will be declared non responsive.

Name-IISER PUNE
Bank-State Bank of India
Branch-NCL Campus Branch, PUNE 411008
Current A/c No. 30042605732
IFSC-SBIN0003552

Scanned copy of the net banking transaction receipt towards payment of tender fee shall be uploaded on the e-tendering website within the period of bid submission failing which the bid will be declared non responsive.

- 10 **Bid Security/EMD,**
- 10.1 Bid security/EMD amounting to **Rs 6.16 lakh (Rs Six lakh sixteen thousand only)** in any one of the following forms shall be deposited with IISER PUNE in the following form before the date and time fixed for opening of bid failing which the bid will be declared non responsive.

a) 100% EMD amount can be deposited in **IISER PUNE Bank account** through net banking as detailed below.

Name-IISER PUNE
Bank-State Bank of India
Branch-NCL Campus Branch, PUNE 411008
Current A/c No. 30042605732
IFSC-SBIN0003552

- b) A part of earnest money is acceptable in the form of bank guarantee also. In such case, **50% of earnest money or Rs. 20 lakh, whichever is less**, will have to be deposited in shape prescribed above and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 120 days from the last date of receipt of bid as per standard proforma attached.
- 10.2 Bid Security/EMD of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder.
- 10.3 The Bid Security may be forfeited, if
- a) The Bidder withdraws / modifies his Bid or any item thereof after opening of bid.
- c) The successful Bidder fails within the specified time limit to commence the work.
- 10.4 **Scanned copy of net banking transaction receipt and Bank Guarantee towards security/EMD shall be uploaded to the e-tendering website within the Period of bid submission Failing which the bid will be declared non responsive.**
- 11 A pre-bid meeting will be held on 28 2018 at **11 00** hours at the office of The Director, IISER PUNE, Main Building, Dr. Homi Bhabha Road, Pashan, Pune 411008 to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 12.
- 12 **Pre-bid meeting**
- 12.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 11 of NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.
- 12.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- 12.3 The Bidder is requested to submit their questions/ queries/ clarifications in writing or by email/ fax to reach the IISER PUNE before the meeting. Bidders can send Pre-bid queries on their letter head referring tender number by Speed post on above said address so as to reach IISER PUNE or on e-mail address ysrajput@iiserpune.ac.in **before 28 2018** up to 11 00 Hours.

- 12.4 Minutes of the meeting (MOM), including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on website ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) and www.iiserpune.ac.in
- 13 Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the IISER, PUNE through pre bid MOM and this shall form part of bidding document.
- 14 IISER PUNE reserves the right to reject any prospective applicant without assigning any Reason and to restrict the list of technically qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.
- 15 **Site visit, availability of site and cost of bidding**
 - 15.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, PUNE will in no case be responsible and liable for these costs.
 - 15.2 The Bidder should inform the IISER in advance about the proposed site visit.
 - 15.2 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
 - 15.3 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
 - 15.4 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.
 - 15.5 The site for the work is available.
 - 15.6 The architectural and structural drawings shall be made available in phased manner as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.
- 16 **Content of Bidding Documents**
 - 16.1 Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works.
 - 16.2 The Bidder shall submit the Bid, which satisfies each and every condition laid down

in the bid documents, failing which, the bid is liable to be rejected.

16.3 Notice Inviting e-Tender shall form part of the Contract document.

16.3.1 The documents listed below comprises one set of bid document that are issued to Bidders:

PART – I

Technical Bid

Envelope –I

Volume I

- a) Notice Inviting Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) General Conditions of Contract
- d) Special Conditions & PARTICULAR SPECIFICATIONS of Contract
- e) Safety Code for Contract Work
- f) Proforma of Schedule A, B, C

Volume- II: Special Conditions & PARTICULAR SPECIFICATIONS of Contract
& Tender Drawings

PART-II

Envelop II – (Financial bid)

Volume –III : Financial bid Schedule of quantity (BOQ).

17 Amendment of Bid Documents

17.1 Before the deadline for submission of bids, the IISER PUNE may modify the bidding documents by issuing corrigendum.

17.2 Any corrigendum so issued shall be part of the bid documents as well as Contract document and shall be on uploaded website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and www.iiserpune.ac.in Bidders should take note of the uploaded corrigendum and submit the tenders accordingly.

18 Bid Validity

18.1 The bid submitted shall become invalid if:

- (i) The bidders is found ineligible.
- (ii) The bidder does not deposit online tender fee with IISER PUNE before the date and
- (iii) time fixed for opening of the bids.
- (iv) The bidders does not upload all the documents (including GST registration) as stipulated in the bid document.
- (v) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.

- 18.2 The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the technical bids.

19 Technical bid Bid Opening

- 19.1 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose tender fee and EMD is deposited online with IISER PUNE and scanned their scanned copies i/c tender documents scanned and uploaded are found in order.

- 19.2 Bidder will submit a list of their sub-vendors for specialists' trades like Electrical, Lifts, Fire protection system etc., conforming to the criteria set out in the tender document under clause 1.6, **Information and Instruction to Applicants** of NIT. If, however, the sub-vendors so selected by the Contractor are subsequently found not to meet the criteria IISER and Consultant reserve the right to reject this selection and nominate a panel of sub-Vendors from among whom the Contractor should select an agency and get the work executed from this agency only .

20 Technical Evaluation of the bids

- 20.1** The bidder qualifying initial criteria as set out in Para 2 & 3 and the details furnished by bidders in the Proforma 1 and **FORM A to Form H** enclosed as **Annexure-1** of Section II will be evaluated by the IISER PUNE technical evaluation committee appointed by the competent authority. Performa's listed are elaborated below,

- I) Initial bidding capacity Performa I,
- II) Financial Information **FORM "A"**

a) Solvency certificates from a scheduled bank - **Form B**

b) Details of similar works -- **Form C**

c) Performance report of works referred to in **Form D**

d) Organization structure Personnel **Form E**

e) PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING- **Form F**

f) Willingness of the associated agency **Form G**

g) MOU between the main contractor and associated agency: **Form H**

h) Annexure -I & II – List of Equipment & Site testing laboratory

i) Confidential report to be obtained by the IISER from the client on the work executed by the contractor during last five years certification if required

j) The bidders qualifying the initial eligibility criteria as set out in clause no 2 & 3 above will be evaluated based on the information submitted by bidders as per clause no 20.1 after due verification and selection will be made by IISER, PUNE on the basis of the strength of individual applicants. Main consideration will be

the ability of the Principal Contractor to fulfill technical, financial, contractual and legal obligations. Special emphasis will be laid on competence to do good quality works within specified time schedule and in close co-ordination with other agencies over and above the rate structure of the items.

- k) IISER PUNE reserves the right to waive off minor deviations in the eligibility, if the technical evaluation committee consider that they do not materially affect the capability of the bidder to perform the contract. IISER PUNE decision in this regard shall be final and binding & conclusive.

20.2 TECHNICAL EVALUATION CRITERIA:

The bidders qualifying the initial eligibility criteria, as set out in Para 2 & 3) above, will be evaluated for following criteria by scoring method on the basis of details furnished by them and inspection by the technical committee.

- | | | |
|-----|---|------------------|
| (a) | Financial strength (Form "A"& B) | Maximum 20 Marks |
| (b) | Experience in similar nature of work during last seven years (Form "C") | Maximum 20 Marks |
| (c) | Performance on work (Form "E") -Time over run | Maximum 20 Marks |
| (d) | Performance on work (Form "E") - Quality | Maximum 40 Marks |

Gross Marks Total

100 Marks

S No	Attributes	Evaluation
(a)	Financial strength (20 Marks) (i) Average annual marks turnover 16 (ii) Solvency marks certificate 4	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii)- on pro-rata basis
(b)	Experience in similar (20 marks) Class of work	(i) 60% marks for minimum eligibility criteria (ii) 100% marks for twice the minimum eligibility criteria or more In between (i) & (ii)- on pro-rata basis

(c)	Performance on works (20 marks) (time over run)				
	Parameter calculation for points	Score		Maximum Marks	
	If TOR =	1.00	1.25	2.00	>3.50
	(i) without levy of compensation	20	15	10	10
	(ii) with levy of compensation	20	5	0	-5
	(iii) Levy of compensation not decided	20	10	0	0
TOR = AT/ST, where AT = Actual Time; ST = Stipulated Time. Note: Marks for value in between the stages indicated above is to be determined by straight line variation basis.					
(d)	Performance of Works (Quality)	Maximum (40 marks)			
	Score:				
	(i) Outstanding	40			
	(ii) Very Good	30			
	(iii) Good	20			
	(iv) Poor	0			

To become eligible for short listing the bidder must secure at least Fifty percent marks in each attribute (i.e. (a), (b), (c), (d) above) and Sixty percent marks in aggregate. The IISER PUNE, however, reserves the right to restrict the list of short listed agencies out of technically qualified agencies to any number deemed suitable by it but minimum three in case the technically qualified bidders are more than three.

Note: The average value of works for time overrun & quality shall be taken on the basis of performance report of the eligible similar works.

- 20.3 Evaluation of performance: Evaluation of the performance of the bidders for eligibility shall be done by the committee constituted by the Director, IISER PUNE.

All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consists client or any other authority as decided by the competent authority. The marks for the Performance of Works (Quality) shall be given based on this inspection, if inspection is carried out otherwise on the basis of the performance report given by the client department officer not below the rank of Executive Engineer.

- 20.4 Even though a bidder may satisfy the above requirements, he would be liable for dis-qualification if he has:
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
 - (b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

PART II

21 Financial /Price bid

- 21.1 After technical evaluation of (part I) bids as per clause 2, 3 & 20 above only short listed agencies financial bids shall be opened at the notified date and time.

22. Clarification of Bids

- 22.1 To assist in the examination and comparison of Bids, the IISER, PUNE may, at its discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the IISER, PUNE in the evaluation of the bids.
- 22.2 No, Bidder shall contact the IISER, PUNE on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 22.3 Any effort by the Bidder to influence the IISER's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.
23. Indian Institute of Science Education and Research PUNE, does not bind itself to accept the lowest or any other bid, and reserves the right to reject any or all of the tenders received without assigning any reasons. Bids in which any of the prescribed conditions are not fulfilled or any conditions including that of the conditional rebate put forth by the bidder shall be summarily rejected.
24. If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, PUNE may require the Bidder to produce detailed rate analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation/construction methods and schedule proposed.

25 Award Criteria

25.1. IISER PUNE reserves the right without being liable for any damages or obligation to inform the bidder to:

- a) amend the scope and value of the contract to the bidder
- b) Reject any or all applications without assigning any reasons

25.2 IISER, PUNE shall award the contract to the Bidder whose evaluated offer / bid has been determined to be the technically suitable and financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to execute the contract satisfactorily. The Board of Governors of IISER reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action

26 Contractor whose tender is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule C. This guarantee shall be in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and without prejudice to any other right or remedy. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

The contractor whose bid is accepted will also be required to furnish either copy of the applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC, and BOCW Welfare Board i/c provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and programme chart (Time and Progress) within the period specified in Schedule C.

27 For execution of Electrical & Mechanical (E&M), firefighting & lift components of works, the main agency has to associate with specialised agency as per the laid down minimum eligibility criteria in tender document and submit the details of MOU of such agencies to Engineer in charge.

27.1 Entire work under the scope of Composite bid including Civil, Electrical & Mechanical (E&M), firefighting & lift shall be executed under one agreement.

27.1 The main contractor has to enter into MoU in **Form 'H'** with his associate agency(s) for E & M component conforming to eligibility criteria as defined in the bid

- document and has to submit details such agency(s) to Engineer-in-charge of minor component(s) within prescribed time. Name of the agency(s) to be associated shall be approved by Engineer- in-charge.
- 27.2 If the main contractor fails to associate agency/agencies for execution of for Electrical & Mechanical (E&M), firefighting & lift component of work within prescribed time or furnishes incomplete details or furnishes details of ineligible agencies even after the tenderer is given due opportunity, the entire scope of such component of works shall be withdrawn from the tender and the same shall be got executed by the Engineer-in-Charge at the risk and cost of the main contractor.
- 27.3 In case the main contractor intends to change any of the above agency/agencies during the operation of the contract, he shall obtain prior approval of Engineer-in-charge. The new agency/agencies shall also have to satisfy the laid down eligibility criteria. In case Engineer-in-charge is not satisfied with the performance of any agency, he can direct the contractor to change the agency executing such items of work and this shall be binding on the contractor.
- 27.4 Running payment for the work shall be made to the main contractor. In case main contractor fails to make the payment to the contractor associated by him within 15 days of receipt of each running account payment then on the written complaint of contractor associated Engineer in charge shall serve the show cause to main contractor and after considering the reply of the same he may make the payment directly to the contractor associated as per the terms & conditions of the agreement drawn between main contractor and associate contractor fixed by him, if reply of main contractor either not received or found unsatisfactory. Such payment made to the associate contractor shall be recovered by the Engineer in charge from the next RA/final bill due to main contractor as the case may be.
- 27.5 The Composite work shall be treated as complete when all the components of the work are complete.
- 28 Bidder shall quote rates for all items in the BOQ (i.e. Civil, Electrical, LIFTs, firefighting) of work in the financial bid document. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

29 **Disclosures**

Any change in the constitution of the contractor's firm, where it is a partnership firm, as declared in the prequalification documents submitted by the bidders at the time of submission of prequalification documents, should be disclosed to the IISER, PUNE, at any time between the submission of bids and the signing of the contract.

**Superintending Engineer
IISER Pune**

SECTION I

II) ADDITIONAL INFORMATION AND INSTRUCTION TO APPLICANTS

1.0. GENERAL

1.1 STATEMENT OF OBJECTIVES, BRIEF SCOPE & PARTICULARS OF THE WORK

The entire Project of outreach centre will be executed under a Single Point Responsibility system under composite contract system. In general scope of work shall be as per BOQ and includes S/I and commissioning of Lab furniture as per architectural drawings and detailed BOQ.

- ❖ Work shall in general be executed as per, general conditions of the contract, particular Technical Specifications, CPWD Specifications available separately at printer's outlets (the bidder may obtain the address of the outlets from any CPWD office/IISER PUNE), National Building code of India, relevant Indian Standard (IS) Codes, etc
- ❖ As these buildings will have green building features, Contractors are expected to provide adequate and complete documentation, towards obtaining certification from GRIHA
- ❖ Particulars given above are provisional and liable to change and must be considered only as advance information to assist the bidder.

1.2 Letter of transmittal and other forms for pre-qualification are attached (Annexure I)

1.3. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If, any particulars/query is not applicable in case of the applicant, it should be stated as 'not applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by Fax and those received late will not be entertained.

1.4. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.

1.5 The Tenderer is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to

attach superfluous information. No further information will be entertained after pre-qualification document is submitted, unless it is called for by Employer.

- 1.6 The applicant may engage sub vendors for execution of Electrical, Lifts, FPS as mentioned below, or may execute the same on their own. In either case, the eligibility criteria given below shall be satisfied.

The applicant Principal Contractor shall associate (Association through MOU / Subsisting agreement) with contractors for Electrical/ Fire Fighting/Fire Detection / Lifts who shall satisfy the eligibility criteria/ given below for each type of specialized Electrical Mechanical agency. For this purposes, the applicant principal contractor shall give at least 2 (Two) names for each category of associates. IISER will approve associates after verifying their credentials and experience. However, responsibility of getting the work done efficiently will rest with the Principal contractor. The consent letter from different associates shall also be enclosed along with tender. The associate contractors meet the eligibility criteria, given below. In case, the applicant himself has executed specialized works as given below in his own name, he will be considered for qualifying for E&M works. He should support his claim with full details as required below:

The Principal contractor or Associates shall be required to possess valid license for respective trade for executing the specialized services.

CRITERIA FOR ELGIBILITY OF Associated Agencies:

The contractor shall give the list of Associated Agencies and their credentials in the **Form H** as per eligibility criteria detailed below :

A) Electrical Installations works

- i. The work involves providing EI & Fans, power wiring, distribution boards, rising mains, P/F lighting luminaries, floor trunking etc.
- ii. Contractors who are enlisted in the Class-I category or Specialized firms who have carried out at least 3 (Three) works of similar nature in their own name during the last 7 (seven) years ending previous day of the last date of submission of tenders. The works execution aggregate turnover shall not be less than Rs **20 lakh** in the past 5 (Five) years

b). LIFTS – Not applicable in this tender-

- i. The work involves supply, installations, testing and commissioning of passenger lifts to carry a capacity of 13 persons etc.
- ii. The specialized agencies who have satisfactorily completed at least 0 **lifts** in their own name during the last 7(Seven) years ending previous day of the last date of submission of tenders
- iii. The works execution aggregate turnover shall not be less than Rs. **0.00 crore** in the past 5 (Five) years.

c). FIRE FIGHTINGSYSTEM – Not applicable in this tender

- i. The work involves supply, installations, testing and commissioning of wet riser system, yard hydrant and sprinklers system, automatic fire detection system, fire alarm system etc.
- iii. The specialized agencies who have satisfactorily completed at least 0 **works of similar nature** in their own name during the last 7 (Seven) years ending previous day of the last date of submission of tenders
- iii. The works execution average turnover shall not be less than Rs. **0 lakhs** in the past (Five) years.

1.7 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with tender document duly signed by the agency.

- 1.8 INTEGRITY AGREEMENT duly signed by the agency along with letter is required to be submitted by the agency.

LETTER OF TRANSMITTAL

From

To

THE DIRECTOR

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) PUNE

Main Building, Dr. Homi Bhabha Road, Pashan,

Pune - 411008

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “

Name of work: Supply and Installation of lab equipment benches, fume hoods, exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

Having examined the details given in press notification and the tender document for the above work, I/we hereby submit the tender documents and other relevant information. I/we agree with all the terms and conditions given in the bid document.

1. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility criteria and have no further pertinent information to supply. We understand and agree that financial bids of the only short listed agencies selected by IISER PUNE out of the top ranked technically qualified agencies evaluated and found eligible under clause 20 of the NIT, shall only be opened.
3. I/We submit the requisite certified solvency certificate and authorize the Director, IISER, PUNE to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Superintending Engineer, PUNE to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works.

Name of Work:

Certificate from

1.

1.

2.

2.

Enclosures:

Seal of applicant

Date of submission

Signature(s) of applicant(s)

Undertaking to sign the integrity Agreement

To,

.....,
.....,
.....

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “

**Name of work: Supply and Installation of lab equipment benches, fume hoods,
exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune.**

NIT NUMBER: 3/IISER/Pune/2018-19

Dear Sir,

It is here by declared that IISER is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid would be summarily rejected.

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

Yours faithfully

Sd/-

Superintending Engineer

Forwarding letter for Integrity Agreement

To

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) PUNE

Main Building, Dr Homi Bhabha Road, Pashan,
Pune 411008

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “

**Name of work: Supply and Installation of lab equipment benches, fume hoods,
exhaust system and E& M services in the Outreach Chemistry lab at IISER Pune.**

NIT NUMBER: 3/IISER/Pune/2018-19

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

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

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

Preamble

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

.....
(Name of work)

hereinafter referred to as the **"Contract"**.

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

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

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

Article 1: Commitment of the Principal/Owner

- 1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
 - (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
 - (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

- c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
 - d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participates in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
 - e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- 3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
 - 4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice **means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.**
 - 5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14

days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
- 4) **Article 4: Previous Transgression**
 - 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
 - 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
 - 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

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

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the** Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
- 5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this **Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.**

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.

(signature, name and address)

2.

(signature, name and address)

Place:

Dated :

ANNEXURE 1

PERFORMA '1'**INFORMATION REGARDING INITIAL BIDDING CAPACITY**

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre-qualification as provided above.

1. For Individual Bidders**1.1 Constitution or legal status of Bidder (Attach Copy)**

Place of registration:

Principal place of business:

(Power of attorney of signatory of Bid)

1.2 (A) Value of work Completed during the last five years (in Rs. Lakh)

<i>Particular</i>	<i>Year</i>	<i>Value</i>
Total value of Work Executed in the last five years**	2013-14	
	2014-15	
	2015-16	
	2016-17	
	2017-18	

** Immediately preceding the financial year in which bids are received. Attach certificate from Chartered accountant.

(B) Existing commitments and on-going works: (format for clause 3.7)

<i>Description Of work</i>	<i>Place & state</i>	<i>Contract No. & Date</i>	<i>Name & Address of Client</i>	<i>Value of Contract (Rs. Lacs)</i>	<i>Stipulated period of completion</i>	<i>Value of work remaining to be completed</i>	<i>Anticipated date of completion (Rs.)</i>	<i>Remarks Information regarding the litigation if any</i>

FORM 'A'**FINANCIAL INFORMATION**

- I. **Financial Analysis**-Details to be furnished duly supported by figures in balance sheet/profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income tax Department (Copies to be attached.)

Years

Year	2013-14	2014-15	2015-16	2016-17	2017-18
Gross annual turn over					
Profit/ Loss					

- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of the bidder in the prescribed Form "I".

Signature of Chartered Accountant with Seal Signature of Bidder(s)

Form B

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that;

(Name of the individual or the firm)

(Name of the proprietor in case of a sole proprietorship concern or names of partners in case of partnership concern as per bank's record, be indicated)

(Address of the customer as per bank record)

is a / are customer(s) of our bank, is/are respectable and can be treated as good for any engagement up to a limit of Rs. _____
(Rupees _____ only)

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

Signature of the Manager

Seal of Bank

Note : This certificate should be issued on the letter head and addressed to the DIRECTOR , Main Building, Dr. HOMI BHABHA ROAD, IISER, PUNE – 411 008 in a Sealed Cover

FORM 'C'**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED DURING THE LAST 7 (Seven)
YEARS ENDING PREVIOUS DAY OF THE DATE OF SUBMISSION OF TENDER**

S. No.	Name of work/ project and location	Owner or Sponsori- ng organizat- ion	Cost of work in crores of Rupees	Date of commen- cement As per contract	Stipulat- ed date of comple- tion	Actual date of compl- etion	Litigation /arbitrati on cases pending/i n progress with details	Name and address /teleph- one number of officer to whom referen- ce may be made	Remar- ks
1	2	3	4	5	6	7	8	9	10

- Indicate gross amount claimed and amount awarded by the Arbitrator.

SIGNATURE OF BIDDER(S)

FORM D

PERFORMANCE REPORT OF WORKS REFERRED TO IN PROFORMA 'C'

1. Name of the work/
Project & Location.
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of completion
 - (a) Stipulated date of completion.
 - (b) Actual date of completion.
7. a) Whether case of levy of compensation for
Delay has been decided or not ? Yes / No
 - d) If decided, amount of compensation levied for
Delayed completion if any ?
8. Amount of reduced rate items, if any
9. Performance report
 - i) Quality of Work : Outstanding/Very Good / Good / Poor
 - ii) Financial soundness : Outstanding/Very Good / Good/ Poor
 - iii) Technical Proficiency : Outstanding/Very Good / Good / Poor
 - iv) Resourcefulness : Outstanding/Very Good / Good / Poor
 - v) General Behaviour : Outstanding/Very Good / Good / Poor

DATED:

Executive Engineer or Equivalent

FORM 'E'

STRUCTURE AND ORGANISATION

1. Name and address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal Status (attach copies of original Document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm Limited Company/Joint Venture, ever been convicted by the court of law? ? If so, give the details.
8. In which field of Civil Engineering Construction, the bidder has specialization and interest ?
- 9 Any other information considered necessary but not included above.

SIGNATURE OF BIDDER(S)

(FORM-F)

PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the IISER PUNE then I/we shall be debarred for bidding in IISER PUNE in future forever. Also, if such an information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Signature of Bidder(s) or an authorized
Officer of the firm with stamp

Signature of Notary with seal

Note:1. The affidavit shall be made in current date after the date of invitation of the tender.
Affidavit shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-otherwise the tender shall be rejected

Form "G "

WILLINGNESS CERTIFICATE OF ASSOCIATED AGENCY

Name of work: Supply, Installation of lab furniture, fume hoods, exhaust system and other services in outreach chemistry Lab building at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

I hereby give my willingness to work as Associated Agency for E&M works for the above mentioned work.

I will execute the work as per specifications and terms and conditions for the agreement & as per direction of the Engineer-in-Charge. Also I will employ full time technically qualified Staff for the works. I will attend inspection of officers of the IISER PUNE as and when required.

Dated:

Signature of the Associated Agency

Form "H "

MEMORANDUM OF UNDERSTANDING [M.O.U] BETWEEN

1]M/S [Name of the firm with full address]

[Henceforth called the main contractor]

And

2]M/S [Name of the firm with full address]

[Henceforth, called Associated Agency]

For the execution of E & M Works

Name of work: Supply, Installation of lab furniture, fume hoods, exhaust system classroom furniture and other services in outreach chemistry Lab building at IISER Pune.

NIT NUMBER: 3/IISER/Pune/2018-19

We state that M.O.U between us will be treated as an agreement and has legality as per Indian Contract Act [amended up to date] and the IISER PUNE can enforce all the terms and conditions of the agreement for execution of the above work. Both of us shall be responsible for the execution of work as per the agreement to the extent this MOU allows. Both the parties shall be paid consequent to the execution as per agreement to the extent this MOU permits.

In case of any dispute, either of us will go for mediation/arbitration by the Engineer in charge. Any of us may appeal against the mediation/arbitration to the Director, IISER PUNEI]. His decision shall be final and binding on both of us.

We have agreed as under:

1] The Associated contractor will execute all electrical works in the wholesome manner as per terms and conditions of the agreement. .

- 2] The Associated contractor shall be liable for disciplinary action if he fails to discharge the action[s] and other legal action as per agreement
- 3 All the machinery and equipment, tools and tackles required for execution of the electrical works, as per agreement, shall be the responsibility of the Associated contractor.
- 4] The site staff required for the electrical work shall be arranged by the Associated contractor as per terms and conditions of the agreement.
- 5] Site order book maintained for the said work shall be signed by the main contractor as well as by the Engineer of the Associated Contractor and by Associated Contractor himself.
- 6] All the correspondence regarding execution of the E&M works shall be done by the Engineer in charge with the Associated Contractor with a copy to the main contractor. In case of non-compliance of the provisions of agreement, the main contractor, as well as the associated contractor shall be responsible. The action under clauses 2 and 3 shall be initiated and taken against the main contractor.

SIGNATURE OF MAIN CONTRACTOR :

SIGNATURE OF ASSOCIATED AGENCY:

Date: Date

Place:

COUNTERSIGNED

Engineer in Charge

IISER PUNE

CHECK LIST: Details of Enclosures/documents required to be uploaded on website <https://eprocure.gov.in/eprocure/app> through the E-procurement portal up to the last date and time of submission of tender.

Sl.No	Description of item	Scanned copies Uploaded on website	Not uploaded
1.	Pre-Qualification Documents as per Annexure 1 Pro forma A , Form A to Form H		
2.	Power of attorney as required		
3.	Certificate of Registration as required		
4.	Memorandum of Articles of association as required		
5.	C A certificate for Audited Balance Sheet and Profit & Loss statement for the past five financial years		
6.	Consent letter from associates if Electro-Mechanical services are proposed to be done through Associates, under reference to Para 1.6 A to D under Section-II. Information and Instructions to applicants		
7.	Supporting certificates for technical and financial capability from relevant authorities.		
8	Organization Chart with responsibilities, Curriculum Vitae of personnel proposed for this project.		
9	INTEGRITY AGREEMENT duly signed by the agency along with letter of Transmittal		
10	Any other important information.		
11	Scan copies of net banking receipt towards payment of Tender fee		
12	Letter of transmittal duly signed by the bidder.		
13	Uploading of the tender document Vol-I, Vol-II, Vol-III and financial bids		
14	Any other relevant document required to be uploaded on website as per tender conditions.		

INSTRUCTIONS TO THE TENDERERS/BIDDERS

Name of work: Supply, Installation of lab furniture, fume hoods, exhaust system classroom furniture and other services in outreach chemistry Lab building at IISER Pune.
NIT NUMBER: 3/IISER/Pune/2018-19

The Tenderer/bidder submitting the Tender should read the schedule of quantities, additional conditions, Specifications for the works and other terms and conditions given in the NIT and drawings. The following conditions, which shall form part of the Tender documents, are specially brought to the notice for compliance while filling the Tender:-

1. The Tenderer/bidders are advised to quote rates in words and figures for each item and work out the total amount in figures.
2. All taxes including GST as applicable shall be borne by the contractor. The tenderer/bidder shall quote his rates considering all such taxes.

3. **IISER Pune is registered with Department of Scientific & Industrial research (DSIR) for the purpose of availing GST** under Notification No. 45/2017-Central Tax (Rate) New Delhi, the 14th November, 2017 G.S.R....(E).- In exercise of the powers conferred by sub-section (1) of section 11 of the Central Goods and Services Tax Act, 2017 (12 of 2017) (hereafter in this notification referred to as “the said Act”), the Central Government, on being satisfied that it is necessary in the public interest so to do , on the recommendations of the Council, hereby exempts the goods specified in column (3) of the Table below, from the so much of the central tax leviable thereon under section 9 of the said Act, as in excess of the amount calculated **at the rate of 2.5 per cent.,** when supplied to the institutions specified in the corresponding entry in column (2) of the Table, subject to the conditions specified in the corresponding entry in column (4) of the said Table- (copy of the notification attached with the tender document.

Hence quoted rate should include applicable GST and shall be inclusive of freight charges, insurance charges, clearance charges etc. Necessary documents will be made available by IISER Pune as and when required by the successful bidder and liaisoning with the respective authorities shall be done by the bidder.

3. The tenderer/bidder are advised to inspect and examine the site, buildings, drawings and its surroundings and satisfy themselves before submitting their Tender/bid. The tenderer/bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
4. Tenderers/bidders who propose any alteration in the work specified in the said form of invitation to Tender, or in the time allowed for carrying out the work, which contain any other condition (s) of any sort including conditional rebate will be summarily rejected. Rates of such Tenders/bids shall neither be read out, not entered in the Tender opening register at the time of opening of Tenders.

5. All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, Income tax, Surcharge, Education cess, etc or any other statutory recovery as per Government of India norms at the prevailing rates and in the manner prescribed by Government of India.
6. The bidder should provide the full list and the full information of all the major work sites / Labs commissioned by them. A panel of the technical experts will be visiting the select sites as part of the technical qualification of the bidder and make a first-hand assessment of the technical capabilities of the bidder. This will form the integral part of the technical qualification of bidder.
7. The main contractor / bidder shall execute the electrical works as a part of the composite contract. The bidder should associate himself with electrical contractor eligible as per criteria laid down in the eligibility document. At the time of submission of tender, the bidder shall have to submit the name of Associated Electrical Contractor / Agency along with complete address & documents. The bidder will obtain a written willingness from the associated electrical contractor to perform the electric portion of the contract as per the conditions of the contract in the Memorandum of Understanding (Proforma attached). The main contractor shall submit this MOU duly completed and signed along with the information under Annexure '1A' (duly signed by him and the Elect. Contractor) at the time of submission of tender, thereafter shall become part of the agreement. The bidder, if so desires, may bring Electrical contractor or his authorized representative, along with him at the time of pre bid conference for any discussion etc. for electrical portion of work.
8. The main contractor/bidder shall execute the gas & utility distribution works as a part of the composite contract. The bidder should associate himself with contractor eligible as per criteria laid down in the eligibility document. At the time of submission of tender, the bidder shall have to submit the name of Associated Gas & Utility Distribution Contractor / Agency along with complete address & documents. The main contractor will obtain a written willingness from the associated gas & utility distribution contractor to perform the gas & utility distribution portion of the contract as per the conditions of the contract in the Memorandum of Understanding (Performa attached). The main contractor shall submit this MOU duly completed and signed along with the information under '3A' (duly signed by him and the gas & utility distribution Contractor) at the time of submission of tender, thereafter shall become part of the agreement. The main contractor, if so desires, may bring gas & utility distribution contractor or his authorized representative, along with him at the time of pre bid conference for any discussion etc. for gas & utility distribution work.
9. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, between the rates, figures and words, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall taken as correct and not the amount. In the event no rate has been quoted for any item (s) leaving space both in figure(s) word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

10. All rates shall be quoted in the Schedule of Quantity available in Financial bid document. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs. Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, Rupees, should precede and the word 'paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'Only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
11. The rates should be quoted in Indian Rs. Only. No advance payment shall be made.
12. The bidders who have been declared technically qualified for the above work in the first call of this tender, need not to submit technical qualification documents unless there are changes during the course of time between the first call and the present call of tender. Those bidders should attach the letter about their getting technically qualified issued by IISER, Pune along with Technical bid document issued to them. In case of any change in the document already submitted to IISER, Pune in the first call, all the document required for technical evaluation may be submitted along with technical bid.