



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

VOLUME I

Name of work: Supplying and installation of Flue gas piping system, weather shed and foundation work. For boiler at National Gene Facility at IISER, Pune.

NIT NUMBER: 4/ IISER/PUNE/2018-2019

Index

Name of work: Supplying and installation of Flue gas piping system, weather shed and foundation work. For boiler at National Gene Facility at IISER, Pune.

NIT NUMBER: 4/ IISER/PUNE/2018-2019

Sl.No	Item	Page Nos
1	e-tender press notice	2 - 6
1(i)	Section-I – i) Notice inviting e-tender	7 - 14
1(ii)	II) Additional information to the applicants	15 - 16
2	Letter of transmittal	17
3	Integrity agreement	18 - 24
5	CHECK LIST: (Details of Enclosures.)	25
6	Section-II- Percentage Rate Tender & contract for works	26 - 29
7	Section –III - General conditions of contract-General Rules &	30 - 36
8	Conditions of Contract	37 - 40
9	Clauses of Contract	41 - 94
10	Safety Code	95 - 100
11	Model Rules for the protection of Health and Sanitary arrangements	101 - 107
12	Contractor' Labour Regulations	108 - 114
13	Form of Performance (Guarantee) Bank Guarantee Bond	115 - 116
14	Proforma of agreement	117 - 118
15	Proforma bank guarantee in lieu of bid security	119-121
16	Appendix- Clause 25	122
17	Proforma of Schedules A to C	123 - 129
18	Volume-II: Special conditions of contract and particular Specifications & Tender drawings	1 – 160
19	Volume III – Financial Bid	



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; Fax: +91-020-20251566

Website: www.iiserpune.ac.in

RE-Tender NOTICE INVITING e-TENDER (e-Procurement mode)

Indian Institute of Science Education and Research, PUNE invites online item rate bids in open bid system from approved and eligible contractors registered with CPWD, Maharashtra State PWD, MES departments in composite category, found eligible as per clause 2 & 3 of NIT for the work mentioned below:

Brief Details of Tender:

Sr. No.	Description of work in Brief	Approx. Estimated cost put to bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Last date & time of online submission of bid	Time & date of opening of bids
1	2	3				
1.	Supplying and installation of Flue gas piping system, weather shed and foundation work. For boiler at National Gene Facility at IISER, Pune. NIT NUMBER: 4/IISER/PUNE/2018-19	15.79 lakh	32,000/-	1 month	9 8 2018 at 15 00 hrs	10 8 2018 at 11 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	26 7 2018	15 00
2	Bid Submission Start Date	3 8 2018	15 00
3	Bid Submission Close Date	9 8 2018	15 00
4	Closing date & time for Submission of EMD	9 8 2018	15 00
5	Opening of Technical and Financial bids	10 8 2018	15 00

No manual bids will be accepted. All quotation (both Technical and Financial 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:

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:https://eprocure.gov.in/eprocure/app](https://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- Financial Bid (BOQ) 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 Contractor has to quote % above or below the total estimated cost put to tender and in case bidder quote item wise rate in the BOQ, then tender shall be rejected.
- 1.12 The tender document can be downloaded from <https://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:<https://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:<https://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 A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with

their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 5.4 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.
- 5.5 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.6 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.
- 5.7 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

1. Indian Institute of Science Education and Research, PUNE invites online item rate bids in open bid system from reputed construction agencies, found eligible as per the minimum requirements defined in clause 2 & 3 of NIT for the work mentioned below:

Name of work &Location: Supplying and installation of Flue gas piping system, weather shed and foundation work. For boiler at National Gene Facility at IISER, Pune.

NIT NUMBER: 4/ IISER/PUNE/2018-2019

Approx. Estimated cost : **Rs. 15.79 Lakh**

Period of completion : 1 (One) month.

Cost of tender documents : Rs. 500/- (Rs Five hundred only) –
(Non – refundable)

Last Dates & time to fill/upload
the tender through e-tendering. : 9 8 2018 up to 15 00 hrs

Time & date of opening of
Technical bids : At 15 00 hrs on 09 8 2018

2. The applicant should be registered in appropriate class with CPWD, State PWD, Railways or MES departments in composite /Civil works category. The bidder registration certificate should be valid till the last date of receipt of tender.
3. The agency shall have valid PAN/TAN/ESIC/PF numbers/certificates.
4. The time allowed for carrying out the work will be **1 (One) month** 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 single 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 Bid Documents

Information and instruction for bidder for e-tendering forming part of bid document and posted on website (URL:<https://eprocure.gov.in/eprocure/app>)

Last date and time of submission of bid, original EMD and deposition of original EMD and list of documents as detailed below at IISER Pune and uploading the scan copies of the below mentioned documents:

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).
 - III. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
7. 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 Volume I, II, III and financial bids has been made available at e-tender portal <http://www.eprocurement & www.iiserpune.ac.in>
8. Director, Indian Institute of Science Education & Research, PUNE shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
9. 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.

10. Bid Security/EMD and Tender fee.

- 10.1 Bid Security/EMD amounting to Rs 32,000/- and tender fee of Rs. 500/- shall be deposited in **IISER PUNE Bank account** through net banking as detailed below 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.

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.

10.2 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.

11. Bid shall be opened on the day fixed for opening of bids at 15.30hours, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

12. Bidders attention is also drawn to instruction of filling and submission of tender Attached herewith. You may forward your queries on tender documents and /or depute your technical representative for discussion on tender /drawings to clarify doubts, if any, at least two days before the date of submission mentioned in the website.

12.1 The Bidder may submit their questions/ queries/ clarifications if any, in writing or by email/ fax to reach the IISER Pune at least two days before the date for bid submission. Bidders can send queries on their letter head referring tender number by Speed post on above said address so as to reach IISER Pune or on fax No 020-20251566 or on e-mail address ysrajput@iiserpune.ac.in at least Five days before the date and time of submission of the bids.

13. If any amendment in the tender document uploaded on the website is necessitated due to any query raised by any bidder including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on websites (URL:<https://eprocure.gov.in/eprocure/app>) and www.iiserpune.ac.in Bidders are requested to take note of the corrigendum and quote their rates accordingly.

13.1 In case revised BOQ is uploaded on website by IISER, tenderer /bidder has to quote in revised BOQ only. The uploading quotation in pre-revised BOQ shall be considered as a wilful negligence by the bidder and his quotation shall be considered as non-responsive.

14. Cost of Bidding

14.1 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. Site visit & availability of site

- 15.1 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) Format of BG
- g) Schedule 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 time fixed for opening of the bids.
 - (iii) The bidders does not upload all the documents (including GST registration) as stipulated in the bid document.
 - (iv) 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 45 days from the date of opening of the technical bids. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, Pune, then the IISER, Pune shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the re-tendering process of the work.

19 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 On the due date and appointed time as specified in clause 11. IISER, Pune will first open
Envelope –I of bid. Bidders satisfying conditions of 19.1, including amendment as per

clause 17 if applicable, in the presence of the Bidders or their representatives who choose to attend. In the event of the specified date for Bid opening being declared a holiday by the IISER, Pune, and the Bids will be opened at the appointed time and location on the next working day.

- 19.3 Financial bids of the bidders who have submitted unconditional Bids together with requisite Bid security and meeting the eligibility criteria as specified in the NIT shall opened in the presence of representatives of intending bidders on the date and time specified in the NIT for opening of the financial bid.

20. Clarification of Bids

- 20.1 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.

- 20.2 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.

- 20.3 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.

21. 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.

- 22 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.

23 Award Criteria

- 23.1. 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

- 23.2 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

- 24 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 program chart (Time and Progress) within the period specified in Schedule C.

- 25 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.
- 25.1 Entire work under the scope of Composite bid including Civil, Electrical & Mechanical (E&M), firefighting & lift shall be executed under one agreement.
- 25.2 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.
- 25.3 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.

- 25.4 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.
- 25.5 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.
- 25.6 The Composite work shall be treated as complete when all the components of the work are complete.
- 26 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.)
- 27 **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 Flue gas piping system, weather shed National Gene Facility, IISER PUNE 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 internal partition work, internal electrical installations and air conditioning work complete as per BOQ and architectural drawings.
- ❖ 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, HVAC 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/ HVAC /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 Principal contractor or Associates shall be required to possess valid license for respective trade for executing the specialized services.

- 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 & Location: Supplying and installation of Flue gas piping system, weather shed and foundation work for boiler at National Gene Facility at IISER, Pune.

NIT NUMBER: 4/ IISER/PUNE/2018-2019

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.
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.
- 2.
- 3.

- 1.
- 2.
- 3.

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 &Location: Supplying and installation of Flue gas piping system, weather shed and foundation work for boiler at National Gene Facility at IISER, Pune.

NIT NUMBER: 4/ IISER/PUNE/2018-2019

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 &Location: Supplying and installation of Flue gas piping system,
weather shed and foundation work for boiler at National Gene Facility at IISER, Pune.
NIT NUMBER: 4/ IISER/PUNE/2018-2019

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 :

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.	Eligibility documents- Empanelment/Registration certificate		
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.		