



(भारत सरकार के शिक्षा मंत्रालय का स्वायत्त संस्थान)

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE

(An Autonomous Institution, Ministry of Education, Govt. of India)

VOLUME I

E-TENDER

ई-निविदा (ई-खरीद पद्धति)

Name of work: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/ IISER/PUNE/2021-22

TO BE SUBMITTED ONLINE AT <https://eprocure.gov.in/eprocure/app>

DATE OF SUBMISSION OF TENDER: 09 12 2021 UP TO 15 00 HRS

Index

Name of work Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1,PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/ IISER/PUNE/2021-22

S.No	Item	Page Nos
1	e- Tender press notice	2 - 7
1(i)	Section-I – i) Notice inviting e-tender	8 - 19
1(ii)	II) Additional information to the applicants	20 - 21
2	Letter of transmittal	22
3	Integrity agreement	23-29
4	Annexures :- Pre-Qualification Documents as per Annexure 1	30-41
5	CHECK LIST: (Details of Enclosures.)	42
6	Section-II-Item Rate Tender & contract for works	43-46
7	Section –III - General conditions of contract-General Rules & Directions	47 - 53
8	Conditions of Contract	54 - 57
9	Clauses of Contract	58 - 108
10	Safety Code	109 – 114
11	Model Rules for the protection of Health and Sanitary arrangements	115 - 121
12	Contractor' Labour Regulations	122 – 127
13	Form of Performance (Guarantee) Bank Guarantee Bond	128 – 129
14	Proforma of agreement	130 - 131
15	Proforma bank guarantee in lieu of bid security	132 – 134
16	Appendix- Clause 25	135
17	Proforma of Schedules A to C	136 - 141
18	Volume-II: A. Special Conditions of contract and Technical specification	1-77
19	Volume III – Financial Bid	1-4

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

(An Autonomous Institution of Ministry of Education, Govt. of India)

Dr. Homi Bhabha Road, Pune - 411 008 | Website: www.iiserpune.ac.in



Notice inviting e-Tender (e-Procurement Mode)

Institute invites online item rate bid from the agencies eligible as per the minimum eligibility requirements specified at clause No. 2 & 3 in TENDER document in open bid system for **“Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune”** having estimated cost of **Rs.53.80 lakh** put to bid **EMD Rs. 107600/-** Completion period is 36 months”.

The tender document can be downloaded from Central Public Procurement Portal (CPP) <http://eprocure.gov.in/eprocure/app> or www.iiserpune.ac.in. Bids to be submitted online only through CPP on or before 09. 12.2021 at 15.00 hrs.

No: 11/IISER/Pune/2021-22

Registrar

भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे
(भारत सरकार के शिक्षा मंत्रालय का स्वायत्त संस्थान)
डॉ. होमी भाभा मार्ग, पुणे : 411 008 Website



ई-निविदा आमंत्रण सूचना (ई-खरीद पद्धति)

संस्थान **“Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune”** के लिए खुली बोली प्रणाली में निविदा दस्तावेज के खंड 2 एवं 3 में निर्दिष्ट न्यूनतम पात्रता आवश्यकताओं के अनुसार पात्र एजेंसियों से ऑनलाइन मद दर बोली आमंत्रित करता है, जो बोली के लिए अनुमानित लागत रु.53.80 लाख रखती हैं। बयाना जमा राशि रु. 107600/- है। कार्य पूरा करने की अवधि 36 महीने है।

निविदा दस्तावेज केन्द्रीय सार्वजनिक खरीद पोर्टल (सीपीपी) <http://eprocure.gov.in/eprocure/app> या www.iiserpune.ac.in से डाउनलोड किए जा सकते हैं। बोली दिनांक 09.12.2021 अपराह्न 03.00 बजे तक या उससे पहले सीपीपी के माध्यम से केवल ऑनलाइन प्रस्तुत की जाए।

सं.: 11/आईआईएसईआर/पुणे/2021-22

कुलसचिव



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE

(An Autonomous Institution, Ministry of Education, Govt. of India)

Dr. Homi Bhabha Road, Pashan Pune – 411008.

Tel: +91-020-25908177; Fax: +91-020-20251566

Website: www.iiserpune.ac.in

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/ Electrical works category **OR** OEM/Authorized service provider in VRF Air Conditioning 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 Technical and Financial bid	Time & date of opening of Technical bids
1	2	3	4	5	7	8
1.	Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune. NIT NUMBER: 11/ IISER/PUNE/2021-22	53.80 Lakh	107600 /-	36 months	09 12 2021 at 15 00 hrs	10 12 2021 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	03 12 2021	15 00
2	Technical and Financial bid Submission Start Date	03 12 2021	15 00
3	Technical and Financial bid Submission Close Date	09 12 2021	15 00
4	Closing date & time for Submission of EMD	09 12 2021	15 00
5	Opening of Technical bids	10 12 2021	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, and 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>) & 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>)
- 1.3 The bidder would be required to register at e-tender portal (URL:<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- 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>) 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 5 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 item rate above or below the total estimated cost put to tender and in case bidder quote % rate in the BOQ, then tender shall be rejected.
- 1.12 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 / token.
- 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 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 colored (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**

For any technical related queries please call at 24 x 7 Help Desk Number

0120-4001 062

0120-4001 002

0120-4001 005

0120-6277 787

International Bidders are requested to prefix +91 as country code



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 approved and eligible contractors registered with CPWD, Maharashtra State PWD, MES departments in composite/ Electrical works category **OR** OEM/Authorized service provider in VRF Air Conditioning found eligible as per clause 2 & 3 of NIT for the work mentioned below:

Name of work & Location: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune.

NIT NUMBER: : 11/ IISER/PUNE/2020-21

Approx. Estimated cost : **Rs. 53.80 Lakh**

Period of completion : 36 (Thirty-Six) months.

Cost of tender documents
(Non Refundable) : Rs. 590/- (Rs Five hundred and ninety only) –

EMD/Security Deposit : Rs 107600/-

Last Dates & time of e-TENDER open for
Issue/download : 03 12 2021 up to 15 00 hrs.

Last Dates & time to fill/upload
The tender through e-tendering : 09 12 2021 up to 15 00 hrs.

Time & date of opening of
e- Tender Technical bids : 10 12 2021 At 15 00 hrs.

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

Joint ventures are not accepted.

- a) The applicant should be well establish and reputed contractor registered with (Any one) CPWD, State PWD, Railways or MES departments in composite /electrical Works category **OR** OEM/ Authorized service provider in VRF AIR CONDITIONING Having five years similar work experience and. The bidder registration certificate should be valid till the last date of receipt of tender. Composite/electrical work contractor need to associated other agency (OEM/ Authorized service provider) for execution of work as per eligibility criteria as mentioned below in b.

- b) Bidder 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 **40% of estimated cost** or Completed two similar works each costing not less than **60% of estimated cost** or completed one similar work costing not less than **80% of estimated cost** 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.

Work executed for private body will be considered only if contractor/ firm produces tax deduction at source certificate/GST Certificate.

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.

***Similar work means: Comprehensive Annual Maintenance Contract / Annual maintenance Contract of Variable Refrigerant Flow (VRF) systems.**

- c) Should have had average financial turnover (Gross) of at least **Rs. 26.90 lakh** for similar works mentioned above, 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.
- d) Should not have incurred any loss (profit after tax should be positive) during the immediate last two consecutive financial years ending 31st March, 2021, duly certified and audited by the Chartered Accountant.
- e) Should have solvency of **Rs 21.52 Lakhs** certified by a Scheduled Bank and obtained not earlier than three months before the date of submission of Bid.
- f) 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: Comprehensive Annual Maintenance Contract / Annual maintenance Contract of Variable Refrigerant Flow (VRF) systems.

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 tender.

- 3.2** Firms/Contractors whose contract is rescinded during the last seven years ending previous day of last date of submission of tender are not eligible.
- 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.
- 3.5** Copy of the certificates of work experience and other required documents as specified in the bid documents shall be scanned and uploaded to the e-tendering website within period of bid submission. However, certified copy of all the scanned and uploaded documents as specified in the NIT shall be submitted by the lowest bidder within a week physically in the office of the tender opening authority.
- 3.6** The agency shall have valid GST/PAN/TAN/ESIC/PF numbers/certificates.
- 3.7** Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience.
- 3.8** Bidders not meeting the minimum eligibility criteria shall be summarily rejected.
- 3.9** Bidder should not have 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.500/-otherwise the tender shall be rejected.
- 3.10** Project planning and quality control procedures to be adopted. Manufacturing, installation methodology & Q A manual to be submitted along with the tender
- 3.11** Willingness of the associated agency for specialized work for SITCM of VRF system as per criteria laid down in clause no 2 b shall be submitted as per Form G.
- 3.12** MOU between the Main contractor and associated agency shall be submitted after the award of work.

3.13 IISER Pune reserves the right to restrict the number of agencies out of technically qualified agencies/TENDER applications received i.e. minimum three and maximum ten numbers agencies shall be empaneled out of the total TENDER applications received on merit basis or as desired by Engineer In-charge.

4. The time allowed for carrying out the work will **be 36 (Three) months** 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 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](https://eprocure.gov.in/eprocure/app)

Last date and time of submission of technical bid, Tender fee and other documents as specified in the NIT.

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**

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 9 & 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

- 9.1 Tender fee of Rs. 590/-** shall be deposited online in IISER Pune Bank Account before the last date and time fixed for submission of bid, 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 107600/- (Rs One Lakh Seven Thousand and Six Hundred 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 nonresponsive.

- 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.
b) 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. Bid shall be opened on the day fixed for opening of bids at 15.30 hours, 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. The Bidder is requested to submit their questions/ queries/ clarifications in writing or by email to reach the IISER Pune on e-mail address engg@iiserpune.ac.in before up to two days before from last date of tender.
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](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.
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 & 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.
 - 15.3 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.
 - 15.4 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.
 - 15.5 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.
 - 15.6 The site for the work is available.
 - 15.7 The architectural & structural drawings, Electrical, HVAC 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/ Tender/Prequalification 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 document

Envelope –I

Volume I

1. Tender Document for Prequalification of bidders
2. Notice Inviting Tender (Including eligibility criteria)
3. Tender Form and General Rules and Directions for the Guidance of the Contractor
4. General Conditions of Contract
5. Special Conditions & PARTICULAR SPECIFICATIONS of Contract
6. Safety Code for Contract Work
7. Proforma of Schedule A, B, C

Volume II- Special Conditions and Technical specifications & Tender Drawings

PART-II – (FOR PREQUALIFIED BIDDERS IN PART-1)

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

- a. 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
- b. The bids submitted shall remain valid for acceptance for a period of 90 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. Technical Bid Opening

- a. 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.

PART – I

- b. On the due date and appointed time as specified in the NIT, IISER, Pune will first open Envelope –I, Technical bid of bids of the bidders satisfying conditions of 19a, 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.

20. Technical Evaluation of the bids

- a. The bidder qualifying initial criteria as set out in Para 2 & 3 and the details furnished by bidders 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

i) Confidential report to be obtained by the IISER from the client on the work execute by the contractor during last five-year 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.

21. Clarification of Bids.

- a. 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.
 - b. 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.
 - c. 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 program chart (Time and Progress) within the period specified in Schedule C.
- 27 For execution of specialized work, the main agency has to associate with specialized 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.
- 27.2 The main contractor has to enter into MoU in **Form 'H'** with his associate allied agency(s) 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.

- 27.3 If the main contractor fails to associate agency/agencies for execution of for allied 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.
- 27.4 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.
- 27.5 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.
- 27.6 The Composite work shall be treated as complete when all the components of the work are complete.
- 28 Bidder shall quote rates inclusive of all taxes, levies, royalties, material, labour, transportation GST etc for all items in the BOQ 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. **Escalation clause is not applicable for this bid. No reimbursement shall be made for price escalation in price of material, labor and fuel during the contract period on any account statutory or otherwise.**
30. Agency shall obtain all necessary approval/NOC from the local body/statutory body at their own cost. Statutory charges will be borne by the Institute.
- 31 **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.

Engineer in Charge

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 work of providing AMC for LG make VRF type AC
- ❖ Work shall be executed according to Conditions of Contract, Specifications, BOQ and Drawings shall be made available in phased manner as per requirement of site the same as per approved program of completion submitted by the contractor after award of the work.
- ❖ 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 Engineer in charge/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 works, 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 civil works who shall satisfy the eligibility criteria/ given below for each type of specialized civil 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.

CRITERIA FOR ELGIBILITY OF Associated Agencies:

The contractor shall give the list of Associated Agencies and their credentials in the Form Has per eligibility criteria detailed below: A) Comprehensive Annual Maintenance Contract OR Annual Maintenance Contract **ii.** Contractors who are enlisted in the appropriate Class 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 as mentioned in class 2&3 of NIT. The works execution average turnover shall not be less than Rs 14.30 lakh per year in the past 5 (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 & Location: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/ IISER/PUNE/2021-22

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, and PUNE to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Engineer In charge, 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: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune.

NIT NUMBER: 11/ IISER/PUNE/2021-22

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/-

Engineer in Charge

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

Name of work & Location: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/ IISER/PUNE/2021-22

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 / authorized 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 endeavor 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)

Particular	Year	Value
Total value of Work Executed in the last five years**	<u>2015-16</u>	
	<u>2016-17</u>	
	<u>2017-18</u>	
	<u>2018-19</u>	
	<u>2020-21</u>	

** 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**)

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

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.)

Name of Agency:

Years

Year	<u>2016-17</u>	<u>2017-18</u>	<u>2018-19</u>	<u>2019-20</u>	<u>2020-21</u>
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/ proje ct and locati on	Owner or Sponsori ng Organiza tion	Cost of work in crores of Rupees	Date of commen cement As per contrac t	Stipulat -ed date of complet ion	Actual date of compl etion	Litigatio n /arbitrati on cases pending /in progress with details	Name and address /telephon e number of officer to whom reference may be made	Remar -ks

- 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
 - b) 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 Behavior: 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 Electrical Engineering, the bidder has specialization and interest?
- 9 Any other information considered necessary but not included above.

SIGNATURE OF BIDDER(S)

PROFORMA 'E-1 '
DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK

<i>S.No.</i>	<i>Designa tion</i>	<i>Strengt h</i>	<i>Allotted for this project</i>	<i>Name</i>	<i>Qualific ation</i>	<i>Professi onal Experie nce and details of work carried out</i>	<i>How these would be involved in this work</i>	<i>Remark s</i>
1	2	3	4	5	6	7	8	9

Signature of Bidders

(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.500/-otherwise the tender shall be rejected

WILLINGNESS CERTIFICATE OF ASSOCIATED AGENCY

Name of work: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/IISER/Pune/2021-22

I hereby give my willingness to work as Associated Agency 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

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 CAMC of VRF system

Name of work: Comprehensive annual maintenance contract (CAMC) of LG makes VRF installed at Guest house PEB1, PEB3, NX lab & Green House IISER Pune building IISER Pune

NIT NUMBER: 11/IISER/Pune/2021-22

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 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 civil works, as per agreement, shall be the responsibility of the associated contractor.