

## SECTION I -NOTICE INVITING TENDER

1. The Superintending Engineer on behalf of the Director IISER Pune invites sealed two parts item rates composite tenders from the lab furniture manufacturer, who are eligible as per the minimum requirements defined in clause 2 & 3 of NIT for the work mentioned below in two envelope system.

Name of work: Supply and Installation of lab furniture in transit campus building of IISER Tirupati, Andhra Pradesh.

NIT- 3/ IISER/Tirupati/2015-16

Estimated cost put to tender : Rs- 260 Lakh

Period of completion : 2 ( Two ) Months

Cost of tender documents : Rs. 1000/- ( One thousand only-(Non – refundable )

Bid security/ EMD : Rs 5,20,000/-

Last Dates & time of application & issue of Tender document: 10 6 2015 up to 4.00 P.M.

Pre bid meeting date & time : 11/6/2015 at 11:00 hours at the office of The Superintending Engineer, IISER, Pune Main Building, Homi Bhabha Road, Pashan, Pune-411 008

Last date & time of submission of tender: up to 3.00 PM on 19 6 2015

Time & date of opening of Tender : At 3:30 PM on 19 6 2015

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

**Joint ventures are not accepted.**

- (a) Should have satisfactorily completed during the last seven years ending last day of the month of May, 2015.
  - i) Three similar works\* each costing not less than Rs. 1.00 crore, or completed two similar works each costing not less than Rs. 1.30 Crores, or completed one similar work costing not less than Rs. 2.00 Crores.

\*Similar work means: Supply and Installation of steel Lab furniture comprising of fume hoods, Lab benches, gas and utility distribution system, etc. Works executed abroad shall

also be considered for the purpose of experience in similar works provided documentary evidence is submitted from the competent authority. Only purchase orders without installations shall not be considered for the purpose of experience in similar works. Documentary evidence is required to be produced to get the tender issued.

- (b) Should have had an average annual financial turnover of Rs. 2.00 Crore for, laboratory furniture, fume hood etc. during the immediate last three consecutive financial years ending 31st March 2015.
- (c) In case of foreign company, bidder should have offered services for the self or parent company manufactured fume hood & lab furniture in India at least for the past three years. The bidder or its parent company in India or abroad should have a well established (their own) in house manufacturing unit for the steel lab furniture and fume hood, quality management system as per International standards. The bidder or its parent company in India or abroad should possess the current/valid approval for such equipment manufacturing facility by a statutory certifying authority, like factory inspector etc.
- (d) The bidder / parent company should be an Official member with SEFA (Scientific Equipment and Furniture Association).
- (e) The bidder should have the ability to do ASHRAE testing at site through self or third party. The bidder should submit back-up documents verifying similar tests having been conducted at client site in the past.
- (f) The bidder should be registered company in India or should be a subsidiary of the foreign parent company in India dealing with supply & Installation of Lab furniture in India or an authorised Indian dealer of foreign parent company duly authorized by the parent company for quoting the tender on behalf of parent company. Similar work experience of the parent company shall be acceptable provided documentary evidence is produced to the satisfaction of IISER Pune (being the mentor Institute for IISER Tirupati).
- (g) Should not have incurred any loss in the last two year ending 31st March 2015.
- (h) Should have solvency of Rs 1.00 Crore certified by a Scheduled Bank and obtained not earlier than three months before the date of submission of Bid.

### **3 CONTRACT ELIGIBILITY CRITERIA**

Further, the contract eligibility includes the following:

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

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

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

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

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

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

Where,

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

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

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

- 3.9 Bidders not meeting the minimum eligibility criteria shall be summarily rejected.
- 4 The time allowed for carrying out the work will be 2 (Two) months including monsoon period from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender
- 5 The bid shall be submitted in the original bid document (as issued by the IISER, Pune being the mentor Institute for IISER Tirupati) super scribing the name of work as specified below clause 8.
- 6 Attested / notarized documentary evidence in support of the above said parameters should be enclosed with the technical bid.
- 7 Bidder shall be evaluated as per evaluation criteria specified in the Annexure-A and to become technically eligible for short listing the bidder must secure at least fifty percent marks in each SH i.e. (a) to (f) mentioned in the Annexure A and sixty percent marks in aggregate.

## **8 Submission of Bid Documents**

8.1 The bid submitted by the Bidder shall comprise the following:

- a) Documents in support of Minimum requirements as per Para 3
- b) Bid Security
- c) Information in Formats, as specified as per Annexure 1.
- d) Priced Bill of Quantities

and any other information required to be completed and submitted by Bidders in accordance with these instructions.

The Bidder shall submit the above documents as below,

- A) Part I – Technical Bid
- Envelope 1
- o Technical bid

- Documents in support of Minimum requirements as per Para 3.
- Information as per Annexure 1

Envelope 2

- Bid security,

B) Part II – Financial Bid

Envelope 3

- Priced bill of quantities

All the envelopes should be sealed & super scribed separately with appropriate Envelope number and heading as defined above.

- 9 Director, Indian Institute of Science Education & Research, Pune shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 10 Bidding documents may be purchased from the office of The Director, IISER Pune, Main Building, Dr. Homi Bhabha Road, Pashan, Pune-411 008 w.e.f. 3/6/2015 to 10/6/2015 between 10.00 Am to 4.00pm by paying a non-refundable fee of Rs. 1000/-(One thousand only) in the form of pay order or Demand Draft on any Scheduled Commercial bank payable at Pune in favour of "The Director, IISER Pune". Interested Bidders may obtain further information at the same address. Sale of the documents will be only to bidders who satisfy the eligibility criteria.
- 11 Bids must be accompanied by bid-security (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.
- 12 Bid Security,**
- 12.1 The bid shall be accompanied by bid security amount of Rs 5,20,000/- The bid security amount may be paid in any one of the following forms:
- a) Deposit at call receipt of a Scheduled Bank Guaranteed by RBI, duly pledged in favour of The Director, IISER Pune payable at Pune.
  - b) Demand draft of any Scheduled Bank, drawn in Favour of The Director, IISER Pune payable at Pune.
  - c) 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 90 days after the validity of the offer (as per standard proforma attached).

12.2 Bid Security of unsuccessful Bidders will be returned to them within 90 days from the date of acceptance of bid of the successful Bidder.

12.3 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.

13 The document in prescribed form duly completed and signed shall be submitted in a sealed cover. The sealed cover Super-scribed "**Tender document for the work Supply and Installation of lab furniture in transit campus building of IISER Tirupati, Andhra Pradesh**". Bids must be dropped in the box at Main Building, Dr. Homi Bhabha Road, Pashan, Pune-411 008 on **19 6 2015** between 10:00 hrs to 15:00 hrs. Bids will be opened on the same day 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.

14 A pre-bid meeting will be held on 11/6/2015 at 11 00 hours at the office of The Superintending Engineer, IISER Pune, Main Building, Dr. Homi Bhabha Road, Pashan, Pune-411 008 to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 15.

#### **15. Pre-bid meeting**

15.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 14 of NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.

15.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.

15.3 The Bidder is requested to submit their questions/ queries/ clarifications in writing or by email/ fax to reach the IISER Pune before the meeting. Bidders can send Pre-bid queries on their letter head referring tender number by Speed post on above said address so as to reach IISER Pune or on fax No 020-25908187 or on e-mail address ysrajput@iiserpune.ac.in before 11/6/2015 up to 11 00 Hours.

15.4 Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted to all purchasers of the bidding documents. Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the IISER, Pune and shall form part of bidding documents.

#### 16 **Cost of Bidding**

16.1 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.

#### 17 **Site visit**

17.1 The Bidder should inform the IISER Pune in advance about the proposed **site visit to IISER Tirupati Transit campus at Sree Rama Engineering College Building located in Sree Rama Educational Society, Srinivasapuram, Tiruchanoor Road, Tirupati 517503.**

17.2 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.

17.3 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.

17.4 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.

#### 18 **Content of Bidding Documents**

18.1 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.

18.2 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.

- 18.3 The Bid shall contain no alterations or additions or overwriting, except those to comply with instructions issued by the IISER, Pune, or as necessary to correct errors made by the Bidder in which case such corrections shall be initialed by the person or persons signing the bid. Use of correction fluid is not permitted
- 18.4 This Notice Inviting Tender shall form part of the Contract document.
- 18.4.1 The documents listed below comprises one set of bid document that are issued to Bidders:

**PART-I- Technical Bid**

- a) Technical bid document Part-I
- b) Drawings set.
- c) Technical specifications

**PART-II – Financial Bid**

Schedule of Quantities and Rates

**19 Amendment of Bid Documents**

- 19.1 Before the deadline for submission of bids, the IISER Pune may modify the bidding documents by issuing addenda.
- 19.2 Any addendum so issued shall be part of the bid documents as well as Contract document and shall be communicated in writing or by email / fax to all the purchasers of the bidding documents. Prospective Bidders shall acknowledge receipt of each addendum by email / fax to the IISER, Pune. Original addendum issued by IISER, Pune duly signed should be submitted along with tender documents.

**20 Bid Validity**

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

## 21 Bid Opening

### **PART I**

- 21.1 On the due date and appointed time as specified in clause 13. IISER, Pune will first open Part I of all bids received, including amendment as per clause 19 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.
- 21.2 If all Bidders have submitted unconditional Bids together with requisite Bid security, then all Bidders will be so informed then and there. If any Bid does not contain Bid security in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly. The sealed envelope containing priced BOQ will be returned to him without opening. All other valid Bids shall be considered for evaluation.
- 21.3 It is required that along with the tender the tenderer will submit a list of their sub-vendors for specialists' trades like Electrical, gas piping system etc., conforming to the criteria set out in the tender document. If, however, the sub-vendors so selected by the Contractor are subsequently found not to meet the criteria IISER and Consultant reserve the right to reject this selection and nominate a panel of sub-Vendors from among whom the Contractor should select an agency and get the work executed from this agency only.
- 21.4 Tenderer / Bidder is not allowed to make additions and alternations in the tender document. Any additions and alterations, if incorporated in the tender, shall be liable for rejection.

Conditional tenders violative of the spirit and the scope or the terms & conditions of the tender, are liable to be rejected without assigning any reason. Tenders with conditional rebate etc. shall be summarily rejected.

## 22 Evaluation criteria

- 22.1** The bidder qualifying initial criteria as set out in Para 2 & 3 and the details furnished by bidders in the Proforma enclosed as Annexure-1 of Section II will be evaluated.

Performa's listed are elaborated below,

- I) Initial bidding capacity Proforma "A.
- II) Financial Information Proforma "B"

- a) Solvency certificates from a scheduled bank - Form I
- b) Details of all works of similar nature completed during the last 7 years ending last day of the May, 2015 Proforma "C"
- c) Project under execution or Awarded Proforma "C1"
- d) Performance report of works referred to in Proforma 'C' & 'C1' – Form II
- e) Organization structure Personnel& Establishment Proforma "D"
- f) Details of technical & administrative personnel to be employed for the Work, Proforma "D1"
- g) ISO certification on works if any Form III.
- h) Confidential report to be obtained by the IISER from the client on the work executed by the contractor during last five year certification if any if required
- i) The bidders qualifying the initial criteria as set out in clause no 3.8 will be evaluated based on the information submitted by bidders as per clause no 22.1 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.
- j) Even though any bidder may satisfy the above requirement, he would be liable to disqualification if he has
  - i) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures as required in the eligibility criteria documents.
  - ii) Records of poor performance such abandoning work, not properly completing the contract, or financial failure/weakness etc.
  - iii) If any information furnished by the bidder is found incorrect at a later stage, he shall be liable to be debarred from tendering/taking up of work in the Institute. The Institute reserves the right to verify the particulars furnished by the bidder independently and also reserves the right to physically verify the performance of the works.

- k) Final eligibility for technical qualification shall be worked out as per Annexure A

## **PART II**

### **23 Opening of Price bid**

- 23.1 After technical evaluation of (part I) bids as per clause 3 only technically qualified bidders will be informed about the date & venue of opening of priced bid. Priced bid will be opened in the presence of representatives of intending bidders on the said date.

### **24. Clarification of Bids**

- 24.1 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

- 24.2 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.

- 24.3 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.

25. 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.

- 26 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.

### **27 Award Criteria**

- 27.1. The 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

- 28 The 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.

29 **Disclosures**

Any change in the constitution of the contractor's firm, where it is a partnership firm, should be disclosed to the IISER, Pune, at any time between the submission of bids and the signing of the contract.

Superintending Engineer

For & on behalf of the Director, IISER, Pune.

## **INSTRUCTIONS TO THE TENDERERS/BIDDERS**

Name of work: Supply and Installation of lab furniture in transit campus building of IISER Tirupati, Andhra Pradesh.

NIT- 3/ IISER/Tirupati/2015-16

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

1. The Tenderer/bidder are advised to quote rates in words and figures for each item and work out the total amount in figures.
2. All taxes (except Service Tax), VAT etc. as applicable shall be borne by the contractor. The tenderer/bidder shall quote his rates considering all such taxes. However, in respect of service tax, same shall be paid by the contractor to the concerned department on demand and it will be reimbursed to him by the Engineer-in-Charge after satisfying that it has been actually and genuinely paid by the contractor.
3. IISER Tirupati mentored by IISER Pune is registered with Department of Scientific & Industrial research (DSIR) for the purpose of availing customs duty exemption in terms of Govt. Notification No 51/96- Customs dated 23/7/1996 and Central Excise duty exemption in terms of Govt. Notification No 10/97-Central Excise dated 1/3/1997 as amended from time to time. Hence quoted rate should not include import duty or central excise but shall be inclusive of freight charges, insurance charges, clearance charges etc. Central Excise/ Import duty component if paid by the agency shall be reimbursed to the agency on actual basis on production of documentary evidence. Further IISER Tirupati mentored by IISER Pune is also exempted from paying the Octroi, hence quoted rate shall also not include the Octroi. Necessary documents will be made available as and when required by the successful bidder and liaisoning with the respective authorities shall be done by the bidder.
4. The tenderer/bidder are advised to inspect and examine the site, buildings, drawings and its surroundings and satisfy themselves before submitting their Tender/bid. The tenderer/bidder shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.

5. Tenderers/bidders who propose any alteration in the work specified in the said form of invitation to Tender, or in the time allowed for carrying out the work, which contain any other condition (s) of any sort including conditional rebate will be summarily rejected. Rates of such Tenders/bids shall neither be read out, not entered in the Tender opening register at the time of opening of Tenders.
6. All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, Income tax, Surcharge, Education cess, etc or any other statutory recovery as per Government of India norms at the prevailing rates and in the manner prescribed by Government of India.
7. The bidder should provide the full list and the full information of all the major work sites / Labs commissioned by them. A panel of the technical experts will be visiting the select sites as part of the technical qualification of the bidder and make a first-hand assessment of the technical capabilities of the bidder. This will form the integral part of the technical qualification of bidder.
8. The main contractor / bidder shall execute the electrical works as a part of the composite contract. The bidder should associate himself with electrical contractor eligible as per criteria laid down in the eligibility document. At the time of submission of tender, the bidder shall have to submit the name of Associated Electrical Contractor / Agency along with complete address & documents. The bidder will obtain a written willingness from the associated electrical contractor to perform the electric portion of the contract as per the conditions of the contract in the Memorandum of Understanding (Proforma attached). The main contractor shall submit this MOU duly completed and signed along with the information under Annexure '1A' (duly signed by him and the Elect. Contractor) at the time of submission of tender, thereafter shall become part of the agreement. The bidder, if so desires, may bring Electrical contractor or his authorized representative, along with him at the time of pre bid conference for any discussion etc. for electrical portion of work.
9. The main contractor/bidder shall execute the gas & utility distribution works as a part of the composite contract. The bidder should associate himself with contractor eligible as per criteria laid down in the eligibility document. At the time of submission of tender, the bidder shall have to submit the name of Associated Gas & Utility Distribution Contractor / Agency along with complete address & documents. The main contractor will obtain a written willingness from the associated gas & utility distribution contractor to perform the gas & utility distribution portion of the contract as per the conditions of the contract in the Memorandum of Understanding (Performa attached). The main contractor shall submit this MOU duly completed and signed along with the information under '3A' (duly signed by him and the gas & utility distribution Contractor) at the time of submission of tender, thereafter shall become part of the agreement. The main contractor, if so desires, may bring gas & utility distribution contractor or his authorized representative, along with him at the time of pre bid conference for any discussion etc. for gas & utility distribution work.

10. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, between the rates, figures and words, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall taken as correct and not the amount. In the event no rate has been quoted for any item (s) leaving space both in figure(s) word(s) and amount blank, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.
11. All rates shall be quoted in the Schedule of Quantity available in Financial bid document. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs. Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, Rupees, should precede and the word 'paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'Only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
12. The rates should be quoted in Indian Rs. Only. No advance payment shall be made.

## LETTER OF TRANSMITTAL

From

To

THE DIRECTOR,

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER)

MAIN BUILDING, Dr. HOMI BHABHA ROAD,

PASHAN, PUNE – 411 008

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF“Supply and Installation of lab furniture in transit campus building of IISER Tirupati, Andhra Pradesh.”

NIT NUMBER: 3/ IISER/Tirupati/2015-16

Sir,

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.

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 – 411 008 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Project Engineer, Pune to approach individuals, employers, firms and corporation to verify our competence and general reputation.

4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Name of Work:

Certificate from

1.

1.

2.

2.

3.

3.

Enclosures:

Seal of applicant

Date of submission

Signature(s) of applicant(s)

## ANNEXURE 1

### PROFORMA 'A'

#### 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 Value of work Completed during the last five years (in Rs. Lacs)

<i>Particular</i>	<i>Year</i>	<i>Value</i>
Total value of Work Executed in the last five years**	2010-11	
	2011-12	
	2012-13	
	2013-14	
	2014-15	

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

1.3 (works for which bids have been submitted and works which are yet to be completed) as on the date of this bid calculated as per **clause 3.8**

(A) Existing commitments and on-going works: (format for **clause 3.8**)

<i>Description Ofwork</i>	<i>Place &amp; state</i>	<i>Contract No.&amp; Date</i>	<i>Name&amp;Addressof Client</i>	<i>Valueof Contract (Rs. Lacs)</i>	<i>Stipulated periodof completion</i>	<i>Valueof work remaining tobe completed</i>	<i>Anticipated dateof completion</i>	<i>Remarks Information regarding the litigation if any</i>

(B) Works for which bids already submitted (format for **clause 3.8**)

<i>Description ofwork</i>	<i>Place &amp;</i>	<i>Nameand Addressof</i>	<i>Value of contract Rs in Lakhs</i>	<i>Stipulated periodof</i>	<i>Datewhen decisionis</i>	<i>Remarks ifany</i>

**PROFORMA 'B'**

**FINANCIAL INFORMATION**

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

**Years**

<b>Year</b>	<b>2010-11</b>	<b>2011-12</b>	<b>2012-13</b>	<b>2013-14</b>	<b>2014-15</b>
<b>Gross annual turn over</b>					
<b>Profit/ Loss</b>					

- 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 I**

**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 ,  
IISER, MAIN BUILDING, Dr. HOMI BHABAHA ROAD, PASHAN, PUNE – 411 008 in a  
Sealed Cover

**PROFORMA 'C'**

**DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST 7 (Seven) YEARS  
ENDING LAST DAY OF THE MONTH**

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

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

**SIGNATURE OF BIDDER(S)**

**PROFORMA "C1"**

**PROJECTS UNDER EXECUTION OR AWARDED**

<i>S No</i>	<i>Name of work/ project and location</i>	<i>Owner or Sponsor ing organiz ation</i>	<i>Cost of work in crores of Rupe- es</i>	<i>Date of commen- cement  As per contract</i>	<i>Stipulat- ed date of completi on</i>	<i>Actual date of compl- etion</i>	<i>Litigatio n/arbitr ation cases pending /in progress with details</i>	<i>Name and address / telephon e number of officer to whom reference may be made</i>	<i>Rema- rks</i>
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete and no work has been left out that the information given is corrected to my knowledge and belief.

**SIGNATURE OF BIDDER(S)**

**PERFORMANCE REPORT OF WORKS REFERRED TO IN PROFORMA 'C' & 'C1'**

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. Amount of compensation levied for delayed Completion if any.
8. Amount of reduced rate items,if any
9. Performance report
  - i) Quality of Work : Very Good / Good / Fair / Poor
  - ii) Financial soundness : Very Good / Good / Fair / Poor
  - iii) Technical Proficiency : Very Good / Good / Fair / Poor
  - iv) Resourcefulness : Very Good / Good / Fair / Poor
  - v) General Behaviour : Very Good / Good / Fair / Poor

**DATED:**

**Executive Engineer or Equivalent**

## PROFORMA 'D'

### STRUCTURE , ORGANISATION AND FACTORY DETAILS

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
  - c) Factory license and other details
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. Was the bidder ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of that.
8. Has the bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give the name of the project and give reasons for abandonment.

9. Has the bidder or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details:
  
10. Has the bidder or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give detail.
  
- 11 Any other information considered necessary but not included above.

**SIGNATURE OF BIDDER(S)**

**PROFORMA 'D1'**

**DETAILS OF TECHNICAL & ADMINISTRATIVE PERSONNEL TO BE EMPLOYED FOR THE WORK**

<b>S.No.</b>	<b>Designation</b>	<b>Strength</b>	<b>Allotted for this project</b>	<b>Name</b>	<b>Qualification</b>	<b>Professional Experience and details of work carried out</b>	<b>How these would be involved in this work</b>	<b>Remarks</b>
1	2	3	4	5	6	7	8	9

**Signature of Bidders**

**PROFORMA ON ISO/SEFA CERTIFICATION, IF ANY**

1. Year of Certification
  
2. Name and Address of Certifying Agency
  
3. Name of Management Representative
  
4. Validity of Certificate

Note : Attested copy of certificate (attested by Government Officer or Notary Public) to be enclosed.

**SIGNATURE OF BIDDER**

**WITH SEAL**

**Annexure-A**

<b>Criteria for evaluation of performance of agency for technical eligibility:</b>				
<b>SH</b>	<b>Attributes</b>		<b>Evaluation</b>	
<b>a)</b>	<b>Financial strength (20 marks)</b>			
	(i) Average annual turnover marks	Maximum 10	(i) 60% marks for minimum eligibility criteria	
	(ii) Solvency certificate marks	Maximum 4	(ii) 100% marks for twice the minimum eligibility criteria	
	(iii) Bidding capacity 6 marks	Maximum	In between (i) & (ii) – on pro-rata basis	
<b>b)</b>	<b>Experience in similar (20 marks)</b>	<b>Maximum</b>	(i) 60% marks for minimum eligibility criteria	
	<b>class of work</b>		(ii) 100% marks for twice the minimum eligibility criteria	
			In between (i) & (ii) – on pro-rata basis	
<b>c)</b>	<b>Performance on works (20 marks)</b>	<b>Maximum ( 20 marks)</b>		
	Time over run		Calculation For points	
	Parameter		Score marks	Maximum
		If TOR =	1.00    2.00    3.00    >3.50	
		<b>20</b>		
	(i) Without levy of compensation		20      15      10      10	
	(ii) With levy of compensation		20      5        0        -5	
	(iii) Levy of compensation not decided		20      10      0        0	
	TOR = AT/ST, where AT=Actual Time; ST=Stipulated Time.			
	<b>Note:</b> Marks for value in between the stages indicated above is to be determined by straight line			

<b>d)</b>	Performance of works (Quality) of completed works based on user feedback <b>Maximum (10 marks)</b>	Maximum (10 marks)
	(i) Very Good	10
	(ii) Good	7.5
	(iii) Fair	5
	(iv) Poor	0
<b>e)</b>	In house Plant , Equipment, Factory and certification: Based on documentary evidence <b>(Max. 5 marks)</b>	100% marks for the minimum eligibility criteria and zero marks for not meeting the minimum eligibility criteria. ( Maximum marks )
	(i) In house facilities of manufacturing steel Lab furniture, CNC machines for cutting and fabrication, in house powder coating facility and complete online manufacturing facilities for steel furniture and fume hoods, ISO certification, SEFA membership, ability to do ASHRAE testing at site through self or third party	5
<b>SH</b>	<b>Attributes</b>	<b>Evaluation</b>
<b>f)</b>	Finished sample quality: Finish of Steel Lab furniture benches with C frame/fume hood finish, ease of operation, aesthetics and performance <b>(Max. 25 marks)</b>	Maximum (25 marks)
	(i) Very Good	25
	(ii) Good	12.50
	(iii) Fair	10
	(iv) Poor	5
	<b>Total 100 marks</b>	
	<b>Notes:</b>	

<b>1)</b>	To become technically eligible for short listing the bidder must secure at least fifty percent marks in each SH i.e. (a) to (f) mentioned above and sixty percent marks in aggregate.
<b>2)</b>	The IISER Tirupati, however, reserves the right to restrict the list of such qualified contractors to any number as deemed fit by it.
<b>3)</b>	<b>SH (f)</b> Based on the claims made by the bidder, the technical panel of the Institute may visit the sites of the works executed by the bidder or factory visit or may ask the agency to supply one finished sample of lab furniture to IISER Tirupati without any additional cost to IISER within one month time frame, so as to assess whether the quality, operation & finish of the product is up to the mark, as a part of the short listing criteria. The finished products of the company shall be evaluated in comparison to the best in its class in the market by a technical panel appointed by the Director, IISER, Pune and decision of technical panel shall be final and binding upon the agency.

**CHECK LIST: (Details of Enclosures.)**

<b>Sl.No</b>	<b>Description of item</b>	<b>Enclosed</b>	<b>Not enclosed</b>
1.	Pre-Qualification Documents as per Annexure 1 Pro forma A to D Form I to III		
2.	Power of attorney as required		
3.	Certificate of Registration as required		
4.	Memorandum of Articles of association as required		
5.	Audited Balance Sheet and Profit & Loss statement for the past five financial years duly certified by a Chartered Accountant.		
6.	Consent letter from associates if Electrical & Gas 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		
8.	Supporting certificates for technical and financial capability from relevant authorities.		
9	Organization Chart with responsibilities, Curriculum Vitae of personnel proposed for this project, factory license etc.		
10	Any other important information.		

## SPECIAL CONDITIONS FOR WORKS

### 1) DEFINITION:

In the Contract (as hereinafter defined) the following definitions words and expressions shall have the meaning hereby assigned to them except where the context otherwise required.

- i) Institute shall mean the IISER Tirupati mentored by IISER Pune
- ii) The President shall mean the Board of Governors, IISER Pune.
- iii) The Engineer-in-charge means Engineer/Officer either from IISER, Pune or consultant notified by The Director (IISER, Pune) who shall supervise and be in-charge of work and who shall act on behalf of the Director, IISER for execution of contract..
- iv) Government or Govt. of India shall mean the Indian Institute of Science Education and Research Pune represented by its Director.
- v) The term Director General of Works shall mean the Chairman, Building & Works Committee of the Institute.
- vi) Accepting authority shall mean the Chairman, Building and Works Committee- Director, IISER Pune or his authorized representative.
- vii) *Site Engineers* shall mean Engineer/Officer either from IISER, Pune or consultant notified by The Director (IISER, Pune) who shall supervise civil and electrical work at site.

### 2. DUTIES & POWERS :

#### 2.1 *Site Engineers:*

The duties of the Site Engineer(s) are to watch and supervise the works and the workmanship in connection with the works, and to test and examine any materials to be used. He shall have no authority to relieve the contractor of any of his duties or obligations under the contract, except as expressly provided here under, nor to order any work involving delay or any extra payment by the Institute and to make any variation in the works.

The Engineer-in-charge, from time to time in writing, delegates to the Site Engineer(s) any of the powers and authorities vested in them. Any written instruction or written approval given by the Site Engineer (s) to the contractor within the terms of such delegation (but not otherwise) shall bind the contractor and the Institute as though it had been given by the Engineer-in-charge provided always as follows :

- a) Failure of the Site Engineer (s) to disapprove any work or materials shall not prejudice the power of the Engineer in-charge to subsequently disapprove such work or materials and to order the pulling down, removal or breaking up thereof.

- b) If the contractor is dissatisfied by reason of any decision of the Site Engineer (s), he shall be entitled to refer the matter to the Engineer-in-charge, who shall thereupon confirm reverse or vary such decision.

3. **ASSIGNMENT & SUBLETTING:**

3.1 The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Engineer in-charge. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-contractor, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause.

4. **SCOPE OF CONTRACT:**

The contract comprises the supply, Installation, completion and maintenance of the works for twelve (12) months after actual date of completion and handing over to IISER, Pune, and the provision of all labour, materials, constructional plant, equipment and transportation, temporary works and everything, whether of a temporary or permanent nature required in and for such construction, completion and maintenance so far as the necessity for providing the same is specified in or reasonably to be inferred from the contract. The contractor shall make his own arrangements for the safe storage of materials, accommodation for his staff etc. and no claim for the temporary accommodation from the contractor shall be entertained.

The contractor shall carry out and complete the said work in every respect in accordance with this contract and as per the directions and to the satisfaction of the Engineer in-charge. Issue of further drawings and / or written instructions, detailed directions and explanations which are hereinafter collectively referred to as instructions of the Engineer in-charge in regards to:

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or specifications. The materials are to supplied as per approved shop drawings. Any excess material brought to site shall be taken

back by the agency and no claim for payment of the same shall be entertained by IISER.

- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The dismissal from the works of any persons employed thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending / making good of any defects.

The contractor shall forthwith comply with and duly execute any instructions of work comprised in such Engineer in-charge's instructions, provided always that the verbal instructions and explanations given to the contractor or his representative upon the works shall, if involving a variation, be confirmed in writing by the contractor within seven days and if not dissented in writing within a further seven days by the Engineer in-charge, such shall be deemed to be instructions of the Engineer in-charge within the scope of the contract.

## 5. **CONTRACT DOCUMENT:**

- 5.1 The several documents, forming the contract, are to be taken as mutually explanatory of one another and in case of ambiguities or discrepancies the same shall be explained and adjusted by the Engineer-in-charge who shall thereupon issue to the contractor its interpretation directing in what manner the work is to be carried out. In case the contractor feels aggrieved by the interpretation of the Engineer-in-charge then the matter shall be referred to the Superintending Engineer and his decision shall be final, conclusive and binding on both parties to the contract.
- 5.2 The bidder shall be responsible for getting the drawings prepared from the consultant proposed by him & approved by the Institute. Delay in issue of drawings, if any shall not be considered for any purpose. The bidder alone shall be responsible for timely arrangement of required drawings and getting them approved from the Engineer-in-Charge.
- 5.3 The approved drawing shall remain in the custody of the Institute. However, two complete sets of drawings, specification and Bill of Quantities shall be furnished by the Engineer-in-charge to the contractor. One complete set shall be kept on the work site and the Engineer-in-charge and his representatives shall be, at all reasonable times, have access to the same. The contractor shall study the drawings thoroughly before the commencement of work. In case of any discrepancy, the contractor shall seek clarification before proceeding with the works. Figured

dimensions are in all cases to be accepted in preference to the scaled sizes. Large-scale details shall take preference over small scale ones.

The Engineer-in-charge shall have full powers and authority to supply to the contractor from time to time during the progress of the work such drawings and instructions as shall be necessary for proper execution and the contractor shall carry out and be bound by the same.

- 5.4 The successful tenderer shall be required to enter into an agreement as per approved format given in the tender document with the Institute. The Bill of Quantities & rates filled by the successful tenderer there in, technical bid document, CPWD specifications for Civil & Electrical Works, the Special conditions, additional specifications, minutes of the pre bid conference, negotiation letter and the award letter etc. shall form part of the agreement to be signed by the successful tenderer. The cost of stamp paper and stamp duty, required for the agreement, shall be borne by the contractor.
- 5.5 Commercial tax (VAT/ Work contract tax) @ 2% of the value of work done shall be recovered from the contractors bill.
6. The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- 7 The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. However if any change is required, the same shall be done with the approval of Engineer-in-Charge & no extra payment shall be made on this account.
- 8 Contractor(s) shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and other related services drawings.

- 9 On completion of work, the Contractor(s) shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge within 6 weeks of completion of the work failing which a recovery of Rs.1.00 Lac for each item as listed below, to be made as reasonable compensation. These drawings shall have the following information.
- a. Layout of HVAC and exhaust system with all details.
  - b. Layout of all Gas Distribution & drainage pipes together with locations of all control valves manholes and connections.
  - c. Layout of water supply line with diameters, locations of control valves etc.
  - d. All drawings related to fire & electrical installations and services.
10. Water tanks, taps, sanitary, water supply and drainage pipes, fittings and accessories should conform to bye-laws of municipal body/corporation, where CPWD specifications are not available. The Contractor (s) should engage approved, licensed plumbers for the work and get the materials (fixtures/fittings) tested, by the municipal Body/Corporation authorities wherever required at his own cost.
11. The work shall be carried out in accordance with the Architectural drawings and structural drawings issued by the Engineer-in-Charge. Before commencement of any item of work the contractor shall correlate all the relevant drawings, nomenclature of items and specifications etc. issued for the work and satisfy himself that the information available there from is complete and unambiguous. The figure and written dimension of the drawings shall be superseding the measurement by scale. The discrepancy, if any, shall be brought to the notice of the Engineer-in-charge before execution of the work. The contractor alone shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and/ or incomplete information and no claim whatsoever shall be entertained on this account.
12. Other agencies will also simultaneously execute and install the works of electrification, lifts, fire-fighting etc. of this work and the contractor shall afford necessary facilities for the same. The contractor shall leave such recesses, holes, opening etc. as may be required for other related works and nothing extra shall be payable on this account.
13. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in

an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.

14. The Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixing involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.

15. The contractor shall render all help and assistance in documenting the total sequence of this project by way of photography, slides, audio-video recording including photographs, slides, audio-videography etc. and nothing extra shall be payable to the contractor on this account.

16. The contractor shall be fully responsible for the safe custody of materials brought by him at site / issued to him even though the materials may be under double lock and key system. The contractor has to make his own arrangement like shed enclosure etc. for keeping the material, providing security etc. The contractor shall be allowed to make temporary structures for stores, offices, sheds, labour huts etc. The contractor shall remove all the structures erected by him necessary for the execution of the work, after completion of the work and clean the site removing all structures and temporary hutments in all respect as per the direction of Engineer-in-charge.

17. **SPECIALISED WORK**

17.1 Following specialized works should be got executed only through agencies specialized in the field and the contractor shall be required to submit the details of such agencies to the Engineer-in-Charge and obtain necessary approval:-

- a) Exhaust system including duct size, layout etc.
- b) Gas Utility Piping System.
- c) Electrical works.

17.2 The specialised agency should have an experience of minimum five years in his area of specialisation.

17.3 The specialised agency should have successfully completed at least one work of similar nature having a magnitude equal at least 25% of the quantum of work provided in the tender.

17.4 The specialised agency shall have sufficient experience in execution of turnkey projects.

- 17.5 The contractor shall submit the following details of the specialised agency before execution of work:
- a. Proof of the agency in operation since last five year.
  - b. List of works carried out by the agency in last five years along with the name of work, name and address of clients, year of execution, value of work done and brief specification of the work
  - c. Completion certificate of work of one work of similar nature of magnitude equal to the quantum of work proposed in the tender.

**18. SAFETY, HEALTH AND ENVIRONMENT**

- 18.1 The Contractor(s) shall take all precautions to avoid accidents by exhibiting necessary caution boards during day and night, speed limit boards, red flags, red lights and providing barriers hoarding written in English and Hindi. He shall be responsible for all damages and accidents caused to existing/new work due to negligence on his part. No hindrances shall be caused to traffic during the execution of the work. In case of any accident of labour / contractual staff the entire responsibility will rest on the part of the contractor and any compensation under such circumstances if becomes payable the same shall be entirely born by the contractor and department shall have no role on this account.
- 18.2 The contractor is required to follow the CPWD Safety code as prescribed in the General condition of the contract 2012 with up to date correction slips.
- 18.3 The contractor shall assign to his workmen, tasks commensurate with their qualification, experience and state of health for driving of vehicles, handling and erection of materials and equipments. All lifting equipments shall be tested certified for its capacity before use. Adequate and suitable lighting at every work place and approach there to, shall be provided by the contractor before starting the actual operations at night.
- 18.4 Hazardous and / or toxic materials such as solvent coating or thinners shall be stored in appropriate containers.
- 18.5 All hazardous materials shall be labeled with the name of the materials, the hazards associated with its use and necessary precaution to be taken.
- 18.6 Contractor shall ensure that during the performance of the work, all hazard to the health of personnel, have been identified, assessed and eliminated.

- 18.7 Appropriate personal protective equipment such as helmets, gloves, goggles, aprons, safety belts etc. shall be provided to the workers employed at the work site as per the requirement and exposure to the hazardous materials or locations.
- 18.8 The contractor has to follow the model rules for the protections of the Health and sanitary arrangement for the workers as provided in the General Condition of the contract with up to corrections.
- 18.9 The contractor shall provide first aid facilities, drinking water facilities, washing facility, Latrines and urinals, shelter during rest, crèches, canteens, anti-malarial precautions, preventive action for communicable diseases, proper drainage, sewerage, etc. in compliance of model rules for the protection of Health and Sanitary arrangement for the workers.
- 18.10 The wages of the labour shall be paid as per the guidelines provided in the CPWD contractor labour regulations.
- 18.11 The contractor has to keep a record of all the workers employed at site, make daily attendance along with the location of the work and follow the CPWD contractors labour regulation. All the labour record shall be made available for inspection and verification to the Engineer-in-charge or his authorized representative as and when required.

## **18.12 ENVIRONMENTAL MANAGEMENT PLAN**

### **18.12.1 Execution stage :**

- (i) All required sanitary and hygienic measures should be in place before starting construction activities and to be maintained throughout the construction phase.
- (ii) A First Aid Room will be provided in the project.
- (iii) Adequate drinking water and sanitary facilities should be provided for construction workers at the site. The safe disposal of waste water and solid wastes generated during the construction phase should be ensured.
- (iv) For disinfection of waste water, use ultra violet radiation, not chlorination.
- (v) If permitted by CGWA, groundwater may be used for flushing of toilets.

- (vi) Rain water disposal pipe should be at least 3 m. above the highest ground water table.
- (vii) All the topsoil excavated during construction activities should be stored for use in horticulture / landscape development within the project site.
- (viii) Construction spoils, including bituminous material and other hazardous materials, must not be allowed to contaminate watercourses and the dump sites for such material must be secured so that they should not leach into the ground water.
- (ix) The diesel generator sets to be used during construction phase should be low Sulphur diesel type and should conform to E & P Rules prescribed for air and noise emission standards.
- (x) Vehicles hired for bringing construction material to the site should be in good condition and should conform to applicable air and noise emission standards and should be operated only during non-peak hours.

18.12.2.1 Emission from the vehicles must conform to environmental norms.

18.12.2.2 Sprinkling of water can mitigate dust produce from the vehicular movement and other site activities.

18.12.2.3 Construction of bins for disposal of waste.

18.12.2.4 The pre-identified dump locations will be a part of solid waste management plan to be prepared by the contractor in consultation with Engineer-In-Charge.

18.12.2.5 Contractor will get approved the location of disposal site prior to commencement of the excavation of any section of the project location.

18.12.2.6 Contractor will ensure that any spoils of materials will not be disposed off in any municipality solid waste collection bins.

18.12.2.7 Curing tank, depressions and other receptacle of water shall be kept clean/closed and treated to prevent than acting as source of Vector Born diseases like dengue etc.

18.12.2.8 The contractor shall dispose off malba, rubbish & other unserviceable materials and wastes at their own cost to the notified / specified dumping ground and under no circumstances these shall be stacked / dumped, even temporarily, outside the construction premises.

### **18.13 WATER POLLUTION :**

18.13.1 The contractor will take all precautionary measures to prevent the waste water during construction to accumulate anywhere.

18.13.2 The wastewater arising from the project is to be disposed off in the manner that is acceptable to the Engineer-in-charge and conforming to Pollution Control norms.

#### **18.14 AIR AND NOISE POLLUTION**

18.14.1 Contractor will use dust screens and sprinkle water around the site to arrest spreading of dust in the air and surrounding areas.

18.14.2 Contractor will ensure that all vehicles, equipment and machinery used for environmental emission standards/norms.

18.14.3 For controlling the noise from Vehicles, Plants and Equipments, the Contractor will conform the following:

- (i) All vehicles and equipment used in construction will be fitted with exhaust silencers.
- (ii) Servicing of all construction vehicles and machinery will be done regularly and checked and if found defective will be replaced.
- (iii) Noise emission from compactors (rollers) front loaders, concrete mixers, cranes (movable), vibrators and saws should be less than 75 db (A).
- (iv) As per the Standards/Guidelines for control of Noise Pollution from Stationary Diesel be less than  $94+10 \log_{10} (KVA)$ . The standards also suggest construction of acoustic enclosure around the DG set and provision of proper exhaust muffler with insertion loss of minimum 25dg(A) as mandatory.
- (v) Ambient noise levels should conform to residential standards both during day and night.
- (vi) Adequate measures to reduce air and noise pollution during construction keeping in mind CPCB norms on noise limits.

#### **19 RISK FROM ELECTRICAL EQUIPMENT**

19.1 The contractor will comply the relevant industrial electrical safety legislations.

19.2 The contractor will take adequate precautions to prevent danger from electrical equipment i.e. no material will be so stacked or placed as to cause danger or inconvenience to person or the public.

19.3 All necessary fencing and lights will be provided to protect the public.

19.4 All electric machines to be used in the construction will conform to the relevant Indian Standards (IS) codes, will be free from patent defect, will be kept in good

working order, will be regularly inspected and properly maintained as per IS provision and to the satisfaction of the Engineer-in-charge.

## **20 PLANTATION/ PRESERVATION / CONSERVATION MEASURES.**

- 20.1 The contractor will take reasonable precaution to prevent his workmen and employees from removing and damaging any flora (plant/ vegetation) from the project area.
- 20.2 All fossils, coins, articles of value of antiquity, structures and other remains or things of geological or archaeological interest, discovered on any project location during excavation / construction shall be property of the Government, and shall be dealt with as per provisions of the relevant legislation. The contractor will take reasonable precaution to prevent his workmen or any other persons from removing and damaging any such article or thing. He will, immediately upon discovery thereof official instructions of Engineer-In-Charge for dealing with the same, till then all work shall be stopped.

## **21 PROGRAMME CHART:**

- 21.1 The Contractor shall prepare an integrated programme chart for the execution of work, showing clearly all activities from the start of work to completion, with details of manpower, material, equipment and machinery required for the fulfillment of the programme within the stipulated period or earlier and submit the same for approval to the Engineer-in-Charge within ten days of award of the contract failing which Rs.1000/- per day shall be recovered (non refundable) from the contractor till the date of actual submission.
- 21.2 The programme chart should include the following:
  - 21.2.1 Descriptive note explaining sequence of the various activities.
  - 21.2.2 Network (PERT / CPM / BAR CHART).
  - 21.2.3 Programme for procurement of materials / equipments / labour by the contractor.
- 21.3 If at any time, it appears to the Engineer-in-Charge that the actual progress of work does not conform to the approved programme referred above, the contractor shall produce a revised programme showing the modifications to the approved programme to ensure completion of the work. The modified schedule of programme shall be approved by the Engineer in charge.
- 21.4 The submission for approval by the Engineer-in-Charge of such programme or the furnishing of such particulars shall not relieve the contractor of any of the duties or responsibilities under the contract. This is without prejudice to the right of Engineer-

in-Charge to take action against the contractor as per terms and conditions of the agreement.

## **22 PROGRESS REPORT:**

- 22.1 The contractor shall submit monthly progress report of the work in computerized form. The progress report shall contain the following the information, apart from whatever else may be required as specified. Contractor shall give the Engineer-in-charge on 7<sup>th</sup> day of each month a progress report of work done during previous month failing which Rs.500/- per day shall be recovered (non refundable) from the contractor till the date of its actual submission.
- 22.2 Project information, giving the broad features of the contract.
- 22.3 Introduction, giving a brief scope of the work under the contract and the broad structural or other details.
- 22.4 Construction schedule of the various works with a bar chart for the next quarter showing the mile stone, targeted tasks and up to date progress.
- 22.5 Progress chart of the various components of the work that are planned and achieved for the month as well as cumulative up to the month, with reasons for deviations, if any in a tabular format.
- 22.6 Plant and machinery statement, i/c those deployed on the work and their working status.
- 22.7 Man power statement indicating individually the names of all the staff deployed on the work along with their designations.
- 22.8 Financial Statement i/c the broad details of all the running account payments received up to date, such as gross value of work done, advances taken, recoveries effected, amounts with held, net payments received etc.
- 22.9 Statement showing the extra & substituted items submitted by the contractors and the payment received against them, items pending for sanction / decision by the department , broad details of the bank guarantees, indicating clearly their validity periods, broad details of the insurance policies taken by the contractor, if any , the advances received and adjusted.
- 22.10 Progress photographs in colour of the various items / components of the work done up to date to indicate visually the actual progress of work.
- 22.11 Quality assurance and quality control tests conducted during the month, with the result thereof.

- 22.12 If the work is carried out in more than one shift or during night, no claim on this account shall be entertained. The contractor has to take permission from the police authorities etc. if required for work during night hours. No claim / hindrance on this account shall be considered if work is not allowed during night time. The requisite supervision shall be made available by the department along with necessary issue of material under joint custody.
- 22.13 Existing drains, pipes, cables, over-head wires, sewer lines, water lines and similar services encountered in the course of the execution of work shall be protected against the damage by the contractor at his own expense. In case the same are to be removed and diverted, the same shall be payable to the contractor. The contractor shall work out the cost and the same shall be approved by Engineer-in-Charge. The contractor shall not store materials or otherwise occupy any part of the site in a manner likely to hinder the operation of such services.
- 22.14 The Contractor shall be responsible for the watch and ward / guard of the buildings safety, fittings and fixtures provided by him/ supplied to him against pilferage and breakage during the period of installations and thereafter till the entire work as per agreement is physically handed over to the department. No extra payment shall be made on this account.

### **23 QUALITY ASSURANCE:**

- 23.1 The contractor shall establish, document and maintain an effective quality assurance system as outlined in the specifications and various codes and standards.
- 23.2 The bidder shall understand scope of the work, drawing, specifications and standards etc. attached with the tender or to be followed and shall seek clarification, if any before submission of the tender.
- 23.3 The quality assurance system plans / procedures / method statement to be followed shall be furnished in the form of quality assurance manual. It should cover quality assurance, plan procedure, specifications, frequency of the inspection, testing, acceptance criteria, method of sampling, testing etc to be followed for quality and the details of the person responsible. It is obligatory on the bidder to obtain the approval of every quality assurance document with Engineer-in-charge before he starts using particular document for execution of work.
- 23.4 The approval of quality assurance by Engineer-in-charge does not absolve the contractor of the contractual obligations towards executing the work as per the laid down specification of the work.
- 23.5 The contractor shall produce the quality control records, on the formats approved by Engineer-in-charge in the quality assurance plan.

- 23.6 The contractor shall ensure towards the enforcement of quality assurance plan by his all specialized agencies as approved by the Engineer-in-charge.
- 23.7 The Engineer-in-charge reserve the right to inspect / witness, review any or stages of the work at shop / site as deemed necessary for quality assurance and / or timely completion of work.
- 23.8 The contractor has to ensure the deployment of quality assurance and quality control engineer (s) depending upon the quantum of work. This QA/QC group shall be fully responsible to carry out the work as per standards and all codes requirements. In case Engineer-in-charge feels that contractor's QA/Q Engineer(s) are incompetent or insufficient, contractor has to deploy other experienced Engineer(s) as per site requirement and to the full satisfaction of Engineer-in-charge.
- 23.9 The contractor is required to review the quality assurance program at all appropriate stages to ensure the quality, completion of activities in time etc. and if required should deploy additional manpower and resources to ensure the quality and timely completion of the project.
- 23.10 If the contractor fails to deploy the quality assurance team, the necessary recovery shall be made from the contractor's bill as per the rates provided for in the Schedule – F (Clause 34(i)) of the agreement.
- 23.11 The contractor shall be fully responsible for the safe custody of materials brought by him / issued to him even though the materials may be under double lock and key system.
- 23.12 The contractor shall procure the required materials in advance so that there is sufficient time for testing of the materials and clearance of the same before use in the work. The contractor shall provide at his own cost suitable weighing and measuring arrangements at site for checking the weight / dimensions as may be necessary for execution of work. The sealed samples are to be handed over to the approved testing lab by contractor at his own cost.

## **24 TESTING OF MATERIALS**

- 24.1 All the required tests as per Technical Specification have to be got conducted at the risk & cost of the contractor, unless specifically mentioned otherwise.
- 24.2 All necessary tests as per the Contract/CPWD specifications/relevant BIS codes shall be carried out on all the materials whether ISI marked or otherwise. Wherever

Contract /CPWD specifications/relevant BIS codes do not specify the frequency of tests, the same shall be carried out as per the directions of the Engineer-in-Charge. Nothing extra whatsoever shall be payable on this account.

**25 Testing At Manufacturer's Place**

25.1 All materials which are specified to be tested at the manufacturer's works shall satisfactorily pass the tests in presence of the authorized representative of Engineer-in-charge before being used in the work. In case all requisite testing facilities are not available at the manufacturer's premises, such testing shall be conducted at laboratory approved by the Engineer-in-charge. The charges for such testing shall be borne by the contractor.

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## **SPECIAL CONDITIONS FOR ELECTRICAL WORK**

- 1.0 The contractor must study carefully all the specifications/schedule of work/drawings/additional specifications and site parameters and quote firm rates after accounting all works. No extra claim on any account shall be paid/entertained other than the agreement/quoted rates.
- 2.0 The order of preference in case of any discrepancy as indicated in condition no. 1 under "Conditions of contract" given in the Standard CPWD Contract form may be read as the following:
- a) Nomenclature of item as per Schedule of Quantities.
  - b) Additional specifications, particular specifications and special conditions
  - c) General conditions.
  - d) Contract Clauses of General conditions of contract.
  - e) Architectural/structural drawings and specifications mentioned in drawings.
  - f) CPWD specifications for electrical works as applicable.
  - g) Indian standard specifications of BIS.
  - h) Sound engineering practice as per directions of the Engineer-in-charge.
  - i) Manufacturers specifications.

A reference made to any Indian Standard Specifications in these documents, shall imply reference to the latest version of that standard, including such revisions/amendments as issued by the Bureau of Indian Standards up to last date of receipt of tenders. The contractor shall keep at his own cost all such publications of relevant Indian Standards applicable to the work at site.

- 3.0 The work shall be carried out in accordance with the drawings approved by the Engineer-in-charge. Before commencement of any item of work, the contractor shall correlate all the relevant architectural and structural drawings issued for the work and satisfy himself that the information available is complete and unambiguous. The discrepancy, if any, shall be brought to the notice of Engineer-in-charge before execution of work. The contractor himself shall be responsible for any loss or damage occurring by the commencement of work on the basis of any erroneous and or incomplete information.

- 4.0 The contractor shall take all safety precautions to avoid accidents by exhibiting caution boards, red flags, red lights and by providing necessary barriers and all other measures required from time to time. The contractor shall be responsible for all damages and accidents due to negligence on his part.
- 5.0 The contractor shall give due notices to Municipality, Police and/or other authorities that may be required under the law/rules under force and obtain all requisite permissions/licenses for temporary obstructions/enclosures and pay all charges which may be leviable on account of his execution of the work under the agreement. Nothing extra shall be payable on this account.
- 6.0 The contractor shall leave such recesses, holes, openings, etc., as may be required for the electric, air-conditioning and other related works. (For this purpose any required inserts, sleeves, brackets, conduits, base plates, clamps etc. shall be arranged by the contractor and fix the same at appropriate time, if required, and nothing extra shall be payable on this account.
- 7.0 The contractor shall give a trial run of the equipments and machinery for establishing its capability to achieve the specifications within laid down tolerances to the satisfaction of the Engineer-in-charge before commencement of work.
- 8.0 The work will be carried out in close coordination with all other works and other agencies. The contractor will have to employ adequate labour for carrying out the work. No claim regarding the idle labour for any reason will be entertained by the Department.
- 9.0 No tools and plants including special T&P etc. shall be supplied by the department and the contractor will have to make his own arrangements at his expenses.
- 10.0 All tools, plant and machinery provided by the contractor shall, when brought at the site, be deemed to be exclusively intended for the construction and completion of this work and the contractor shall not remove the same or any part thereof (save for the purpose of moving it from one part of the site to another) without the consent of the Engineer-in-charge.
- 11.0 All materials shall be got checked by the Engineer-in-charge on receipt of the same at site before use.

- 12.0 No foreign exchange shall be made available by the department for the purchase of equipments, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 13.0 The contractor shall carry out his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor (s) or by the Engineer-in-charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractors, or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the entire satisfaction of Engineer-in-charge.
- 14.0 The main agency will be responsible for all acts of omission and commission of the associate contractors including the changed one(s).
- 15.0 The contractor shall give the Engineer-in-charge on the 1<sup>st</sup> day of each month, a progress report of the work done during the previous month. The progress of work will be reviewed periodically by the Engineer-in-charge with the contractor and shortfalls, if any, sorted out. The contractor shall thereupon take such action as may be necessary to bring back his work to schedule without any additional cost to the department.
- 16.0 The main contractor shall not change the associated contractors/specialized firms. However, if the change is warranted, the same can only be done, with the prior approval of the Project Engineer, IISER. For this, the main contractor has to apply to the Engineer-in-charge giving justification for change along with credentials of the proposed associated agency for carrying out such works.
- 17.0 It shall be responsibility of the main contractor to sort out any dispute involved with the associated contractor without any time and cost overrun to the department. The main contractor shall be solely responsible for settling the dispute/litigation arising out of his agreement with the associate contractor. The contractor shall ensure that the work shall not suffer on this account. No claim of hindrance in the work shall be entertained from the main contractor on this account. No extension of time shall be granted and no claim whatsoever of any kind shall be entertained from the contractor on account of delay in/towards selection/rejection of the associate contractor.
- 18.0 The contractor shall quote his rates considering the specifications, terms & conditions and particular specifications and special conditions etc. and nothing extra shall be payable whatsoever unless otherwise specified.

- 19.0 The main contractor shall be responsible for coordinating the activities of all works and essential progress of works as per milestone and laid down programme.
- 20.0 The contractor shall be responsible for the watch and ward of the site/property/material provided by him and materials issued by the department against pilferage and breakage during the period of execution and thereafter till the work is completed and physically handed over to the department.
- 21.0 Samples of all materials, fittings and other materials/articles required for execution of the work shall be got approved from the Engineer-in-charge. Materials/articles manufactured by the firms of repute as indicated in tender documents and approved by the Engineer-in-charge shall only be used.
- 22.0 The contractor shall ensure quality construction in a planned and time bound manner. Any sub-standard material or work beyond set out tolerance limits shall be summarily rejected by the Engineer-in-charge.
- 23.0 The contractor shall be required to make a sample of each item of work at the earliest opportunity using all approved materials for approval of Engineer in charge before mass scale finishing works are taken up.
- 24.0 Even ISI marked materials shall be subjected to quality test at the discretion of the Engineer-in-charge besides testing of other materials as per the specifications described for the item/material. Whenever ISI marked materials are brought to the site of work; the contractor shall, if required by the Engineer-in-charge, furnish manufacturers test certificates to establish that the material procured by the contractor for incorporation in the work satisfy the provisions of IS codes relevant to the material and/or the work done.
- 25.0 The contractor shall have to engage well experienced skilled labour and deploy modern T&P and other equipments to execute the work.
- 26.0 The firm shall use only chase cutting machine for cutting the chases in the wall for recessed conduit wiring.
- 27.0 The contractor will have to make his own arrangement for storage of materials. No storage space shall be provided by department.

- 28.0 The contractor will have to make his own arrangement for water and power supply for execution of works and testing the installation before handing over to the Department.
- 29.0 The contractor will have to ensure that the skilled labour i.e. wireman etc., engaged in the execution of the work must possess valid electrical license, otherwise he will not be permitted to execute the work.
- 30.0 The associate contractors executing the electrical works must possess the valid electrical contractor license otherwise they will not be permitted to execute the electrical works.
- 31.0 The payment shall be made as under:
- (a) No advance payment shall be made. However secured advance maximum 90% of quoted rate of supply item in agreement or market rate whichever is lower shall be made after receipt of materials at site.
- 32.0 The contractor shall be responsible for removal of all defects in the work during the guarantee/warranty period. The department shall carry out routine maintenance only. However, if any failure is noticed during this period which is attributable to poor quality of material and bad workmanship, the contractor will be required to rectify the same at his own cost, failure of which the department will be at liberty to get the defects rectified at the risk & cost of the contractor. The contractor will also be required to carry out his own inspection/testing during the guarantee/warranty period and attend to any defect taking place during this period.
- 33.0 The complete work executed under the contract shall carry 12 months comprehensive guarantee on all parts, machines, fume hoods, blowers, electronics control and other items supplied under the contract against unsatisfactory performance and/or break down due to defective design, workmanship of material. The material or equipment or any other thereof so found defective during guarantee period shall forthwith be repaired or replaced free of cost, to the satisfaction of the Engineer-in-charge. In case it is felt by the department that undue delay is being caused by the contractor in doing this, the same will be got done by the department at the risk and cost of the contractor. The decision of Engineer-in-charge in this regard shall be final & binding.

- 34.0 Agency is also required to keep spare electrical/electronic operated items as a reserve stock at site for immediate replacement of defective item during the warrantee period and hand over the reserve stock items to IISER Pune after completion of the comprehensive period in working conditions/with new replacement of defective items at free of cost. However initial payment shall be made for spare items required to be kept for immediate replacement under the supply items. Items required to be kept as spare shall be decided in consultation with the Engineer in charge. Routine consumable etc shall however be arranged by the agency and no payment for the same shall be made by IISER. The agency should quote his rates taking into account the above conditions and no separate payment for replacement of defective/worn out items shall be made by IISER.
- 35.0 At least one number Trained technicians/operator/Engineer duly trained by the company with 8 hours duty cycle for six working days in a week shall be deployed at site during the comprehensive warrantee period of 12 months. Technician should be supported by the core team of agency for technical or any additional manpower requirements for attending to maintenance calls. Complete installed furniture, fume hoods, ventilation system i/c all controls shall be operated as per designed parameters, any defective part/item during the warrantee period of 12 months is required to be repaired/replaced within 24 hours of lodging the complain with the agency's authorised personal. In case of non compliance of the above condition penalty of Rs. 5000/- per day shall be levied by IISER and the same shall be recovered from the dues of the agency. The agency should quote his rates by taking into account the cost towards the above and no separate payment shall be made towards this. IISER Pune reserves the right to ask for the replacement of technicians in case of unsatisfactory performance/disobedience is observed.
- 36.0 Further in case of unsatisfactory services from the agency, IISER Pune reserves the right to deploy technician, Engineers, replace/repair the defective or worn out part at the risk and cost of the agency and recover the cost from the dues of the agency as per actual. Security deposit shall be returned after the successful completion of warrantee and operative period of 12 months.

**CERTIFICATE FOR ASSOCIATING AGENCY**

This is certified that we have not deviated from the technical specification and commercial provisions provided in the tender.

The Price bid is unconditional.

This is certified that we have engaged M/s..... as Electrical contractor of appropriate class as detailed below:

- (i) **Name of contractor**
- (ii) **Address**
- (iii) **Class of registration in CPWD, or any other Govt. Department.**
- (iv) **Maximum ceiling limit to execute electrical work set by the registering authority.**
- (v) **Validity of registration**
- (vi) **License no. with validity**

**NOTE:** All columns of above Performa must be filled in.

Contractor's Signature

**CONSENT LETTER**

I hereby give my consent to work as electrical contractor till the completion of work. I will be responsible for necessary action to hand over the installation and for rectification of defects and repair during the maintenance period. I will execute the work as per CPWD specification and additional conditions of the contracts.

I will also engage suitable Engineer for the work as per condition of the contract. I further certify that the above particulars pertaining to me are correct.

Signature of Electrical Agency

(Non judicial Stamp Paper of Rs.100)

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on the..... at .....

**Between**

.....(main contractor) having its registered office at.....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**And**

.....(Associate Electrical contractor) having its registered office at.....represented by .....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**Whereas**, IISER Pune, have issued tender papers to quote for the following work to M/s ..... (main contractor)

Name of Work: .....

**Whereas**, This Memorandum of Understanding has been entered into to execute Electrical works for the above work by M/s..... (Elect. Contractor) (Associate electrical contractor).

**Whereas**, both the parties have gone through and understood the various conditions & clauses of the tender and willingly agree to abide by them.

This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the IISER Pune.

In witnesses thereof we have put our hand and seal on dated .....

**For.....(Main contractor)**

**For...(Associate contractor)**

Witness

**CERTIFICATE FOR ASSOCIATING AGENCY**

This is certified that we have not deviated from the technical specification and commercial provisions provided in the tender.

The Price bid is unconditional.

This is certified that we have engaged M/s..... as **HVAC** contractor of appropriate class as detailed below:

- (i) **Name of contractor**
- (ii) **Address**
- (iii) **Class of registration in CPWD or any other Govt. Department.**
- (iv) **Maximum ceiling limit to execute HVAC work set by the registering authority.**
- (v) **Validity of registration**
- (vi) **License no. with validity**

**NOTE:** All columns of above Performa must be filled in.

Contractor's Signature

**CONSENT LETTER**

I hereby give my consent to work as electrical contractor till the completion of work. I will be responsible for necessary action to hand over the installation and for rectification of defects and repair during the maintenance period. I will execute the work as per CPWD specification and additional conditions of the contracts.

I will also engage suitable Engineer for the work as per condition of the contract. I further certify that the above particulars pertaining to me are correct.

Signature of HVAC Agency

(Non judicial Stamp Paper of Rs.100)

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on the..... at .....

**Between**

.....(main contractor) having its registered office at.....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**And**

.....(Associate HVAC contractor) having its registered office at.....represented by .....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**Whereas**, IISER Pune, have issued tender papers to quote for the following work to M/s ..... (main contractor)

Name of Work: .....

**Whereas**, This Memorandum of Understanding has been entered into to execute Electrical works for the above work by M/s..... (HVAC Contractor) (Associate HVAC contractor).

**Whereas**, both the parties have gone through and understood the various conditions & clauses of the tender and willingly agree to abide by them.

This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the IISER Pune.

In witnesses thereof we have put our hand and seal on dated .....

**For.....(Main contractor)**

**For...(Associate contractor)**

Witness

**CERTIFICATE FOR ASSOCIATING AGENCY**

This is certified that we have not deviated from the technical specification and commercial provisions provided in the tender.

The Price bid is unconditional.

This is certified that we have engaged M/s..... as Gas & Utility Distribution contractor of appropriate class as detailed below:

- (i) **Name of contractor**
- (ii) **Address**
- (iii) **Class of registration in CPWD, or any other Govt. Department.**
- (iv) **Maximum ceiling limit to execute Gas & Utility work by the registering authority.**
- (v) **Validity of registration**
- (vi) **License no. with validity**

**NOTE:** All columns of above Performa must be filled in.

Contractor's Signature

**CONSENT LETTER**

I hereby give my consent to work as electrical contractor till the completion of work. I will be responsible for necessary action to hand over the installation and for rectification of defects and repair during the maintenance period. I will execute the work as per CPWD specification and additional conditions of the contracts.

I will also engage suitable Engineer for the work as per condition of the contract. I further certify that the above particulars pertaining to me are correct.

Signature of Gas & Utility Distribution Agency

(Non judicial Stamp Paper of Rs.100)

Memorandum of Understanding

This Memorandum of Understanding (MOU) is made on the..... at .....

**Between**

.....(main contractor) having its registered office at.....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**And**

.....(Associate Gas & Utility Distribution contractor) having its registered office at.....represented by .....which expression shall unless repugnant to the subject or context include its administrators, successors and assigns.

**Whereas**, IISER Pune, have issued tender papers to quote for the following work to M/s ..... (main contractor)

Name of Work: .....

**Whereas**, This Memorandum of Understanding has been entered into to execute Electrical works for the above work by M/s..... (Gas & Utility Distribution Contractor) (Associate Gas & Utility Distribution contractor).

**Whereas**, both the parties have gone through and understood the various conditions & clauses of the tender and willingly agree to abide by them.

This MOU shall be valid till the duration of completion of above work and shall be extended if so required by the IISER Pune.

In witnesses thereof we have put our hand and seal on dated .....

**For.....(Main contractor)**

**For...(Associate contractor)**

Witness

**SECTION-II**

**ITEM RATE TENDER & CONTRACT FOR WORKS**

**SECTION-II**

**TENDER FORM  
ITEM RATE TENDER & CONTRACT FOR WORKS**

Name of work: Supply and Installation of lab furniture in transit campus building of IISER Tirupati, Andhra Pradesh.

NIT- 3/ IISER/Tirupati/2015-16

- (a). Tender(s) to be submitted by (time) **15.00 hours on 196 2015**to Superintending Engineer , Indian Institute of Science Education and Research, Pune
- (b). Tender(s) to be opened in presence of tenderers who may be present at **15.30 hours on 19 6 2015**in the office of the Superintending Engineer , Indian Institute of Science Education and Research ,Pune

Issued to : \_\_\_\_\_ (contractor)

Signature of officer issuing the documents -----

Designation

Date of Issue :

**TENDER**

I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions, Schedule of Rate & other document and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Director Of Indian Institute of Science Education and Research Pune (IISER-Pune) within the time specified in Schedule (2) twomonths viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the Conditions of contract and with such materials as are provided for and in respects in accordance with such conditions so far as applicable.

We agree to keep the tender valid for (90) ninety days from the due date of its opening and not to make any modifications in its terms and conditions.

A sum of Rs (figure)------(in words) -----

-----

has been deposited in Deposit at call Receipt of a Schedule bank/demand draft of a scheduled bank/bank guarantee issued by a Schedule Bank as earnest money. If I/we, fail to furnished the prescribed performance guarantee within prescribed period, I/we agree that the said Director Of

Indian Institute of Science Education and Research Pune (IISER-Pune) or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely, if I/we fail to commence work as specified, I/we agree that Director Of Indian Institute of Science Education and Research Pune(IISER-PUNE) or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely.

The said Performance Guarantee shall be a guarantee to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of IISER Pune, then I/We shall be debarred for tendering in IISER Pune in future forever. Also, if such a violation comes to the notice of IISER Pune before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/we shall treat the tender documents drawings and other records connected with the work as secret/ confidential documents and shall not communicate information / derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the state or IISER Pune.

Dated .....

Signature of Contractor  
Seal

Postal Address

Witness :  
Address:  
Occupation:

**ACCEPTANCE**

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on the Director IISER,Pune for sum of Rs.....(Rupees.....).

The letters referred to below shall form part of this contract Agreement:-

- (a)
- (b)
- (c)

For & on behalf of the Director, IISER Pune

Signature.....

Dated.....

Designation.....

**Appendix 'I'**

**(vii) Form of Performance Security (Guarantee)**

**Bank Guarantee Bond**

1. In consideration of the Director IISER Pune (hereinafter called "IISER-Pune") having offered to accept the terms and conditions of the proposed agreement between-----  
-----and----- (hereinafter called "the said Contractor(s)") for the work -----  
----- (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs.----- ( Rupees -----only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

We ----- (hereinafter referred to as "the Bank") hereby (indicate the name of the Bank) Undertake to pay to the IISER Pune an amount not exceeding Rs-----  
----.(Rupees -----only) on demand by IISER Pune

2. We -----do hereby undertake to pay the amounts due and payable (indicate the name of the Bank) under this Guarantee without any demure, merely on demand from the IISER Pune stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). Any such demand made on the bank shall be conclusive as regards the amount due and payable by the bank under this Guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs----- (Rupees-----only)
3. We, the said bank further undertake to pay the IISER Pune any money so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We, ----- further agree that the guarantee herein contained shall (indicate the name of the Bank) remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be enforceable till all the dues of the IISER Pune under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the IISER Pune certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.
  
5. We, ----- further agree with the IISER Pune that the IISER Pune (indicate the name of the Bank) shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the IISER Pune against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the IISER Pune or any indulgence by the IISER Pune to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.
  
6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
  
7. We, ----- lastly undertake not to revoke this guarantee except (indicate the name of the Bank) with the previous consent of the IISER Pune in writing.
  
8. This guarantee shall be valid up to-----unless extended on demand by the IISER Pune. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupees-----only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the -----day of-----for------(indicate the name of the Bank)

**(viii) Proforma of Agreement**

ARTICLE OF AGREEMENT is made at Pune on the ..... day of..... 2012 between Indian Institutes Of Science Education and Research Pune, (IISER Pune) (Herein after referred to as the employer which expression shall includes its successors and assigns where the context so admits) of the one part and -----  
-----  
-----

(Hereinafter referred to as the “contractor(s) which expression shall include his/their respective heirs, executors, administrators and assigns where the context so admits) of the other part.

WHEREAS the employer is desirous of getting the work.....done and caused drawings, schedule of quantities, terms and conditions and specification describing the work to be executed and completed maintained.(hereinafter called “the works”)and has accepted a tender of the CONTRACTOR for the execution, completion and guarantee of such works.

AND WHERE AS the contractor has deposited a Sum Of Rs.-----  
----- With employer as security for the due performance of this agreement as provided in the said Conditions.

NOW IT IS HEREBY agreed and declared by and between the parties as follows.

- (a) In consideration of the payments to be made to him as herein after provided the contractor shall upon and subject to the condition herein contained and the said conditions executed and complete the work shown upon the said drawings and such further detailed drawings which may be furnished to him and described in the said specifications and the said priced schedule of quantities within ----- from the date of order to commence the work.
- (b) The employer shall pay to the contractor such sum that shall become payable hereunder at the times and in the manner specified in the said conditions.
- (c) Time is essence of this agreement and the contractor agrees to pay compensation for delay as per Clause 2 of general Condition of Contract.

- (e) The documents mentioned below under (g) shall form the basis of this agreement and the decision Engineer or the Engineers in Charge, in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
  
- (f) The employer through the Engineer-in-Charge reserves to himself the right of altering the drawings and the adding to or omitting any items of works or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not violate agreement.
  
- (g) This agreement comprises the work said above and the entire subsidiary work connected there with, even though work may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

This agreement contains the following documents in addition to pages of articles of agreement.

- (a) NIT/WORK ORDER
- (b) Item rate tender form & contract for works.
- (c) General Rules and Directions
- (d) Condition of contracts
- (e) Clauses of contracts
- (f) Safety code
- (g) Models rules for the protection of health, sanitary arrangements for workers employed by IISER Pune or its Contractors.
- (h) Contractors labour regulations
- (i) Proforma of agreement
- (j) Proforma of Schedule A to C
- (k) Special Condition of contracts
- (l) Technical specifications
- (m) Tenders drawings
- (n) Price Schedule/ Schedule of Quantities
- (o) All corresponds between the parties until award of contract.
- (p) Prequalification document

In witness whereof the parties hereto have their respective hands the day and the year herein above written.

Signed by for and on behalf of the employer.

Superintending Engineer.

Witness (1)-----

Witness (2)-----

Signed by the said contractor

Address-----

Witness (1)-----

Countersigned

Witness (2)-----

**(IX) PROFORMA BANK GUARANTEE IN LIEU OF BID SECURITY**

**(On Non Judicial Stamp paper to be stamped in accordance  
with stamp act, the stamp paper to be in name of  
Executing Bank)**

Ref.....

Date.....

Bank Guarantee No.....

To **INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH,PUNE**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

In accordance with your Notice Inviting Tender for \_\_\_\_\_ under your tender  
No \_\_\_\_\_ dated \_\_\_\_\_ M/s \_\_\_\_\_ (hereinafter called the  
Tenderer) with following directors on their Board of Directors /Partners of the firm.

- |         |          |
|---------|----------|
| 1 _____ | 2 _____  |
| 3 _____ | 4 _____  |
| 5 _____ | 6 _____  |
| 7 _____ | 8 _____  |
| 9 _____ | 10 _____ |

Wish to participate in the said tender for the following:

- 1 \_\_\_\_\_
- 2 \_\_\_\_\_
- 3 \_\_\_\_\_

Whereas it is a condition in the tender documents that the tenderer has to deposit Bid Security with respect to the tender, with Indian Institute of Science Education & Research, Pune amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalised bank irrevocable and operative till 28 days after the validity of the offer. (i.e. 120 days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Bid Security and has offered to furnish a Bank Guarantee for a sum of Rs..... to the IISER, Pune for the purpose of securing exemption from the deposit of Bid Security.

1. NOW THEREFORE, we the ..... Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at..... (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the IISER, Pune the amount of Rs..... (Rupees.....) to the **Indian Institute of Science Education & Research, Pune** without any demur, reservation or recourse.
2. We, the aforesaid Bank, further agree that the IISER, Pune shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Pune on account thereof the extent of the bid security required to be deposited by the Tenderer in respect of the said Tender document and the decision of the IISER, Pune that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Pune shall be final and binding on us.
3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the IISER, Pune and change in the constitution, liquidation or dissolution of the Tenderer shall not discharge our liability guaranteed herein.
4. It is further declared that it shall not be necessary for the IISER, Pune to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the IISER, Pune may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.
5. The right of the IISER, Pune to recover the said amount of Rs..... (Rupees .....) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.
6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.....(Rupees.....) and our guarantee shall remain in force up to..... and unless a demand or claim under the guarantee is made on us in

writing within three months after the aforesaid date i.e. on or before the ..... all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date.....

place.....

(Signature)\_\_\_\_\_

(Printed Name)\_\_\_\_\_

(Designation)\_\_\_\_\_

(Bank's Common seal\_\_\_\_\_

(Authorisation No.)\_\_\_\_\_

In the presence of:

Witness

1)\_\_\_\_\_

2)\_\_\_\_\_

Accepted

(Signature of the Officer)

For and on behalf of the

INDIAN INSTITUTE OF SCIENCE EDUCATION  
AND RESEARCH , PUNE