



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH (IISER) PUNE**

VOLUME I

“PROVIDING HVAC WORKS IN THE MAIN LAB BLOCK AT IISER, PUNE”

NIT NUMBER : 9/ IISER/PUNE/2014-2015

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) PUNE**SECTION I -NOTICE INVITING TENDER**

- 1** The Superintending Engineer on behalf of the Director, IISER Pune, invites sealed two parts item rates tenders for the following work from Contractors, who are eligible as per the minimum requirements defined in clause 2 & 3 below and who are on approved list of the appropriate class of PSUs or Government department. Work executed for private body will be considered only if contractor/ firm produces tax deduction at source certificate.

Name of work & Location	:	PROVIDING HVAC WORKS IN THE MAIN LAB BLOCK AT IISER, PUNE.
NIT NUMBER	:	9/ <u>IISER/PUNE/2014-2015</u>
Estimated cost put to tender	:	Rs. 254 Lakh
Period of completion	:	2 (TWO) months.
Cost of tender documents	:	Rs. 1500/- (One thousand five hundred only) - (Non – refundable)
Bid security/ EMD	:	Rs. 5.08 Lakh
Last Dates & time of sale of Tender	:	25/ 08/ 2014 up to 4.30 P.M.
Pre bid meeting date & time	:	26/8/2014 at 11:00 hours at the office of The Director, IISER, Pune Main Building, IISER Pune campus, Dr. Homi Bhabha Road, Pashan, Pune-411 008
Last date & time of submission of tender	:	upto 3.00 PM on 2/9/2014
Time & date of opening of Tender	:	At 3:30 PM on 2/9/2014

2. The applicant should be a well established and reputed HVAC contractor of long standing experience fulfilling following requirement will be eligible to apply.

Joint Ventures shall not be acceptable.

- a) Should have satisfactorily completed 3 similar works each costing Rs. 102 lakh or completed two similar works each costing Rs 130 lakh or completed one similar work costing Rs 203 lakh, during the last seven years ending 31/7/2014.

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

Similar work means: Providing HVAC works under a composite building works tender or as a individual HVAC work. In composite work only cost of HVAC component of work shall be considered for the purpose of similar work experience.

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.

To become eligible for issue of tender, the tenderer shall have to furnish an affidavit as under:

I/We undertake and confirm that eligible similar works(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 IISER Pune shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

- b) Should have had average financial turnover of at least Rs 3 crore on similar work during the immediate last three consecutive financial years ending 31st March 2014
- c) Should not have incurred any loss in more than two year during the last five year ending 31st March 2014.
- d) Should have solvency of Rs 100 lakh 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.

Similar work means: Providing HVAC works under a composite building works tender or as a individual HVAC work. In composite work only cost of HVAC component of work shall be considered for the purpose of similar work experience.

Documentary evidence is required to be produced.

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.

- 3.2 Registration, if any, with specified departments (CPWD, State PWDs, MES, Railways, PSUs etc)/ Organizations, class / type of registration or previous pre- qualification(s) for similar projects.
- 3.3 Documentary evidence of adequate financial standing, Certified by Bankers, Audited Profit & Loss A/c and Balance Sheet, Annual turnover in **last five years**, access to adequate working capital.
- 3.4 Information regarding projects in hand, current orders, regarding litigation, exclusion/expulsion or black listing, if any.
- 3.5 Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience.
- 3.6 Project planning and quality control procedures to be adopted. Construction methodology & Q A manual to be submitted along with the tender.
- 3.7 Bidders who meet minimum criteria will be further technically evaluated under clause 20 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 works executed in any one year during last seven years

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

'N' = Number of years prescribed for completion of the subject contract (N minimum=1)

- 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 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) super scribing the name of work as specified below clause 6.
- 6 **Submission of Bid Documents**

6.1 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

Volume-I & II

- **Sections I to VII**
- Documents in support of Minimum requirements as per Para 3.
- Information as per Annexure 1

Envelope 2

- Bid security,

B) **Part II – Commercial Bid**

Envelope 3

Volume III

- Priced bill of quantities

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

- 7 Director, Indian Institute of Science Education & Research, Pune shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 8 Bidding documents may be purchased from the office of **The Director, IISER Pune, Lab Block, Main Building, IISER Pune campus, Dr. Homi Bhabha Road, Pashan, Pune - 411 008** from- **16/08/2014 to 25/08/2014** between 10.00 Am to 4.30 pm by paying a non-refundable fee of Rs. **1500/- (One thousand five hundred 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.
- 9 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.

10 Bid Security,

10.1 The bid shall be accompanied by bid security amount of **Rs. 5.08 Lakhs**. 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 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).

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

10.3 The Bid Security may be forfeited, if

- a) The Bidder withdraws / modifies his Bid or any item thereof after opening of bid.
- b) The successful Bidder fails within the specified time limit to commence the work.

11 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 of **"PROVIDING HVAC WORKS IN THE MAIN LAB BLOCK AT IISER, PUNE"**". Bids must be dropped in the tender box at **Lab Block, Main Building, IISER Pune Campus, Dr. Homi Bhabha Road, Pashan, Pune - 411 008** on **2/09/2014 between 10:00 hrs to 15:00 hrs**. Technical Bid 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.

12 A pre-bid meeting will be held on **26/08/2014 at 11 00** hours at the **office of The Director, IISER Pune, Lab Block, Main Building, at IISER Pune Campus, 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 13.

13 Pre-bid meeting

13.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 12 of NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should carry a valid identity proof certifying his designation with said firm.

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

13.3 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 020-25908187/86 or on e-mail address ysrajput@iiserpune.ac.in, Phone No 020 25908082 before **26/08/2014 up to 11 00 Hours**.

13.4 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.

14 Cost of Bidding

14.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, Pune will in no case be responsible and liable for these costs.

15 Site visit & availability of site

15.1 The Bidder should inform the IISER in advance about the proposed site visit.

15.2 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.

15.3 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

15.4 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.

15.5 The site for the work is available.

15.6 The drawings shall be made available as per requirement of the same.

16 Content of Bidding Documents

16.1 Submission of a bid by a Bidder implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be executed and local conditions and other factors having a bearing on the execution of the works.

16.2 The Bidder shall submit the Bid, which satisfies each and every condition laid down in the bid documents, failing which, the bid is liable to be rejected.

16.3 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

16.4 This Notice Inviting Tender shall form part of the Contract document.

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

PART-I

Volume I & II

- a) Notice Inviting Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) General Conditions of Contract
- d) Special Conditions of Contract
- e) Safety Code for Contract Work
- f) Technical Specifications
- g) Schedule of Drawings and List of Specifications
- h) Tender Drawings

PART-II

Volume - III

Financial Bid- Schedule of Quantities and Rates

17 Amendment of Bid Documents

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

17.2 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.

18 Bid Validity

18.1 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.

19 Bid Opening

PART I

19.1 On the due date and appointed time as specified in clause 11. IISER, Pune will first

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

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

20 Technical Evaluation of the bids

- 20.1** The bidder qualifying initial criteria as set out in Para 2 & 3 and the details furnished by bidders in the Proforma enclosed as Annexure-1 of Section II will be evaluated by the IISER Pune technical evaluation committee appointed by the competent authority.

Performa's listed are elaborated below,

- I) Initial bidding capacity 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 31/7/2014 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 required.

- i) The bidders qualifying the initial eligibility criteria as set out in clause no 2 & 3 above will be evaluated based on the information submitted by bidders as per clause no 20.1 after due verification and selection will be made by IISER, PUNE on the basis of the strength of individual applicants. Main consideration will be the ability of the Principal Contractor to fulfill technical, financial, contractual and legal obligations.
- j) IISER Pune reserves the right to waive off minor deviations in the eligibility, if the technical evaluation committee consider that they do not materially affect the capability of the bidder to perform the contract. IISER Pune decision in this regard shall be final and binding & conclusive.
- 20.2 Even though a bidder may satisfy the above requirements, he would be liable for disqualification if he has:
- (a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the pre-qualification document.
- (b) Records of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses etc.

PART II

21 Opening of Price bid

- 21.1 After technical evaluation of (part I) bids as per clause 2, 3 & 20 above 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.

22. Clarification of Bids

- 22.1 To assist in the examination and comparison of Bids, the IISER, Pune may, at its discretion, ask any Bidder for clarification of his Bid, including breakdown of unit rates. The request for clarification and the response shall be in writing or by email / fax, but no change in the price or substance of the Bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the IISER, Pune in the evaluation of the bids
- 22.2 No, Bidder shall contact the IISER, Pune on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- 22.3 Any effort by the Bidder to influence the IISER's bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

23. Indian Institute of Science Education and Research Pune, does not bind itself to accept the lowest or any other bid, and reserves the right to reject any or all of the tenders received without assigning any reasons. Bids in which any of the prescribed conditions are not fulfilled or any conditions including that of the conditional rebate put forth by the bidder shall be summarily rejected.

24 If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, Pune may require the Bidder to produce detailed rate analysis for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation / construction methods and schedule proposed.

25 **Award Criteria**

25.1. 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

26 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. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee.

27 **Disclosures**

Any change in the constitution of the contractor's firm, where it is a partnership firm, as declared in the prequalification documents submitted by the bidders at the time of submission of pre qualification documents, 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.

SECTION I**II) ADDITIONAL INFORMATION AND INSTRUCTION TO APPLICANTS**

1.0. GENERAL

1.1 **STATEMENT OF OBJECTIVES AND BRIEF PARTICULARS OF THE WORK**

In the existing Main Lab Block at IISER , Pune Air Conditioning is to be provided in various Laboratories.

The scope of the works given as below ,

- Air Handling Units
- Precision AC units
- Chilled water cassette units
- Hi wall split type air conditioning units
- Cold rooms
- Electrical control panels
- IBMS

- ❖ The entire Project will be executed under a Single Point Responsibility system.
- ❖ All drawings for the work shall be made available by the employer.
- ❖ Work shall be executed according to Conditions of Contract, Specifications, BOQ and Drawings
- ❖ Work shall in general be executed as per, particular Technical Specifications, CPWD Specification, relevant Indian Standard (IS) Codes, etc

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

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

1.4. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an

officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.

- 1.5 The Tenderer is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after pre-qualification document is submitted, unless it is called for by Employer.
- 1.6 The applicant may engage sub vendors for execution of Electrical works, PAC works & Cold rooms works as mentioned below, or may execute the same on their own in either case, the eligibility criteria given below shall be satisfied.

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

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

CRITERIA FOR ELGIBILITY OF SUB VENDORS / Associated agencies

The contractor shall give the list of sub vendors and their credentials as given below,

- A) Electrical Installations works**
- i. The work involves providing EI & Fans, power wiring, distribution boards, P/F lighting luminaries, floor trunking etc.
 - ii. Contractors who are enlisted in at least Class-II category with Govt. Departments or Specialized firms who have carried out at least 3 (Three) works of similar nature in their own name in similar works during the last 7 (seven) years reckoned up to 31/7/2014. The works execution aggregate turnover shall not be less than Rs 30 lakhs in the past 5 (Five) years
- B) PAC works**
- i) The PAC works involve supply and installation of PAC as per tender BOQ.
 - ii) Approved agencies for the works are (1) Emerson (2) GEA (3) Blue star.
 - iii) The PAC work needs to be got executed through one of the approved agency.
- C) Cold room works**
- i) The Cold room works involve supply and installation of cold room as per tender BOQ.

- ii) Approved agencies for the cold rooms works are - Bluestar / Rinac / Carrier Bitzer / Carrier / Frescald.
- iii) The cold room work needs to be got executed through one of the approved agency.

1.7 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with tender document.

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

LETTER OF TRANSMITTAL

From

To

THE DIRECTOR,
INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER)
 900, NCL INNOVATION PARK,
 Dr.HOMI BHABHA ROAD, PUNE – 411 008

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “PROVIDING HVAC WORKS IN THE MAIN LAB BLOCK AT IISER,PUNE.”

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 Superintending Engineer, Pune to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Name of Work:

Certificate from

- | | |
|----|----|
| 1. | 1. |
| 2. | 2. |
| 3. | 3. |

Enclosures:

Seal of applicant

Date of submission

Signature(s) of applicant(s)

To,

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

Name of work & Location : PROVIDING HVAC WORKS, IN THE MAIN
LAB BLOCK AT IISER,PUNE.

NIT NUMBER : 9/IISER/PUNE/2014-2015

Dear Sir,

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

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

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

Yours faithfully

Sd/-

Registrar

To,

The Registrar,
Indian Institute of Science Education and Research
Pune.

Name of work & Location : PROVIDING HVAC WORKS IN THE MAIN
LAB BLOCK AT IISER,PUNE.

NIT NUMBER : 9 /IISER/PUNE/2014-2015

Dear Sir,

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

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

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

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

Yours faithfully

(Duly authorized signatory of the Bidder)

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

INTEGRITY AGREEMENT

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

BETWEEN

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

AND

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

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

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

Preamble

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

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

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

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

Article 1: Commitment of the Principal/Owner

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

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

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

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

information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the

severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

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

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

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

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the

continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

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

Article 8- LEGAL AND PRIOR RIGHTS

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

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

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

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

WITNESSES:

1.
(signature, name and address)

2.
(signature, name and address)

Place:

Dated :

ANNEXURE 1**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 **	2009-10	
	2010-11	
	2011-12	
	2012-13	
	2013-14	

** 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 3.7**)**

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

(B) Works for which bids already submitted (format for **clause 3.7)**

<i>Description of work</i>	<i>Place & State</i>	<i>Name and Address of Client</i>	<i>Value of contract Rs in Lakhs</i>	<i>Stipulated period of completion</i>	<i>Date when decision is expected</i>	<i>Remarks if any</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

Year	2009-10	2010-11	2011-12	2012-13	2013-14
Gross annual turn over					
Profit/ Loss					

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

Signature of Chartered Accountant with Seal

Signature of Bidder(s)

Form 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 upto 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 ,
900, NCL INNOVATION PARK, Dr.HOMI BHABAHA ROAD, 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**

<i>S. No.</i>	<i>Name of work/ project and location</i>	<i>Owner or Sponsoring organization</i>	<i>Cost of work in crores of Rupees</i>	<i>Date of commencement As per contract</i>	<i>Stipulated date of completion</i>	<i>Actual date of completion</i>	<i>Litigation/arbitration cases pending/in progress with details</i>	<i>Name and address/telephone number of officer to whom reference may be made</i>	<i>Remarks</i>
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 Sponsoring organization</i>	<i>Cost of work in crores of Rupees</i>	<i>Date of commencement As per contract</i>	<i>Stipulat-ed date of completion</i>	<i>Actual date of compl- etion</i>	<i>Litigation/a rbitration cases pending /in progress with details</i>	<i>Name and address / telephone 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 completed and no work has been left out that the information given is corrected to my knowledge and belief.

SIGNATURE OF BIDDER(S)

Form 'II'

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 AND ORGANISATION**

1. Name and address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal Status (attach copies of original Document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. 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. In which field of Civil Engineering Construction, the bidder has specialization and interest ?
- 12 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**

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

Signature of Bidders

Form 'III'

PROFORMA ON ISO 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

CHECK LIST: (Details of Enclosures.)

Sl.No	Description of item	Enclosed	Not enclosed
1.	Pre-Qualification Documents as per Annexure 1 Pro forma A to E 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 Electro-Mechanical services are proposed to be done through Associates, under reference to Para 1.6 A to C 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.		
10	INTEGRITY AGREEMENT duly signed by the agency along with letter of Transmittal		
11	Any other important information.		