



## भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान पुणे

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH  
(IISER) PUNE

**Volume-I**  
Bid Document

“Providing pleated insect screen system for balcony doors and windows of 80 nos of faculty apartments at IISER Pune.”

TO BE SUBMITTED ON 10/6/2015 UP TO 15 00 hrs  
To  
The Director  
Main Building, IISER Pune Campus  
Dr. Homi Bhabha Road,  
Pashan, Pune - 411 008  
Maharashtra

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

1. The Superintending Engineer invites on behalf of the Director, IISER, Pune, invites tenders from approved and eligible registered contractors of CPWD, State PWD & MES for Civil works or manufacturers/authorised dealers of pleated screen system and found eligible as per clause 2 of NIT for the work mentioned below.

Name of work & Location : Providing pleated insect screen system for balcony door and windows of 80 nos of faculty apartments at IISER Pune.

Estimated cost (Approx.) : Rs. 22.61 Lakhs

Period of completion : 2 (Two) month

Bid security/ EMD : Rs 46,000/-

Last Dates & time of sale of tenders : 6/6/2015 up to 4.30 P.M.

Last date & time of submission of Quotation : up to 3.00 PM on 10/06/2015

Time & date of opening of Tender : At 3:30 PM on 10/06/2015

2. The applicant should be a registered contractors of CPWD, State PWD & MES for Civil works with valid registration or manufacturer/authorised dealer of pleated insects screen system. Tender forms shall be issued to the bidders on production of attested copy of the registration certificate from the registering authority or proof of manufacturer of pleated screen system/authorised dealership certificate of pleated screen system as per technical specification attached with the tender document.
3. The time allowed for carrying out the work will be **two month**. Letter of transmittal at page number 8 should be signed by the bidder.
4. Bid documents may be obtained from the office of The Superintending Engineer, IISER Pune, Main building, Dr. Homi Bhabha Road, Pashan, Pune-411 008 w. e. f. **1/6/2015 to 6/6/2015 between 10 00 Hrs to 16 30 Hrs** IISER Pune. Interested Bidders may obtain further information at website [www.iiserpune.ac.in](http://www.iiserpune.ac.in). or on telephone No 020 2590 8082 or email – [ysrajput@iiserpune.ac.in](mailto:ysrajput@iiserpune.ac.in).
5. The agency shall have valid PAN/TAN/ESIC/PF numbers/certificates.
6. Bids must be accompanied by bid-security (Earnest Money Deposit) amount of Rs. **46,000/-** in the form of DD 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.

**7 Bid Security,**

7.1 The bid shall be accompanied by bid security amount of **Rs 46,000/-**. 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.

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

7.3 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 to commence the work within one week time.

8 The Document duly completed and signed shall be submitted in sealed cover. The sealed cover super-scribed Tender Document for the work of **“Providing pleated insect screen system for balcony doors and windows of 80 nos of faculty apartments at IISER Pune.”** . Sealed quotations/Bids must be dropped in the Tender box at IISER Main building, Engineering Section, Dr. Homi Bhabha Road, Pashan, Pune-411 008 on **10/6/2015** between **10:00 hrs to 15:00 hrs**. The 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. Bidder who wishes to attend tender opening must carry a valid identity proof certifying his designation with said firm.

9 Cost of Bidding: 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.

**10 Site visit**

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

10.2 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. No land space shall be provided by IISER Pune for contractor labour camps.

10.3 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. If may be noted that works of other agencies are also in progress and work is required to be undertaken in co-ordination with already working agencies.

10.4 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.

**11 Content of Bidding Documents**

11.1 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.

- 11.2 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.
- 11.3 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.
- 11.4 This Notice Inviting tender shall form part of the Contract document.

## **12 Amendment of Bid Documents**

- 12.1 Before the deadline for submission of bids, the IISER Pune may modify the bidding documents by issuing addenda and the same shall be put on IISER Pune website.

## **13 Submission of Bid Documents**

The bid submitted by the Bidder shall comprise the following in Main single envelop,

**Envelope 1** -Bid security and dealership certificate as per clause 2

Technical document and specifications of the products being offered are required to be attached with the bid documents.

**Envelope 2 - Volume - I of Bid** document ( All tender documents issued by IISER in original).

**Envelope 3-** Commercial bid document **Volume -II**

All the envelopes should be sealed & super scribed with appropriate Envelope number, Tender Name with heading as defined above in clause 8.

Bids not submitted in the above format shall be rejected and returned to the bidder in original at the time of opening of the bids or unopened bid shall be returned to the bidder.

- 14 The Director, Indian Institute of Science Education & Research, Pune shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.

## **15 Bid Validity**

- 15.1 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.

## **16 Bid Opening**

- 16.1 On the due date and time IISER, Pune will first open envelope -I containing EMD & dealership certificate of all bids received in the presence of the Bidders or their representatives who shall 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.
- 16.2 If all Bidders have submitted unconditional Bids together with requisite Bid security and dealership/authorised specialised agency certificate satisfying the clause 2, then all Bidders

- will be so informed then and there and **Envelop 2** shall be opened. Conditional bid shall be rejected.
- 16.3 If any Bid does not contain Bid security or does not meet the eligibility criteria defined under clause 2 of NIT in the manner prescribed in the Bid documents, then that Bid will be rejected and the Bidder informed accordingly & bid will be returned to him without opening. All other valid Bids shall be considered for further process.
- 16.3 Only bidders meeting the eligibility criteria with similar technical specifications and having submitted the EMD in proper form shall be considered for opening of the financial bid i.e. **Envelope-III**. The Bidder's name, the Bid prices, any discounts and such other details as the IISER, Pune may consider appropriate, will be announced by the IISER, Pune at the time of opening.
- 17 Clarification of Bids**
- 17.1 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.
- 17.2 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.
- 17.3 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.
- 18 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.
- 19 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.
- 20 Award Criteria**
- The IISER, Pune shall award the Contract to the Bidder whose evaluated offer / bid has been determined to be the financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified under clause 2 of NOQ, 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.
- 21 The contractor whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within 15 days from the issue of letter of acceptance. This guarantee shall be in accordance with the prescribed form. In case the

contractor fails to deposit the said performance guarantee within the 15 days 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.

**22 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

**LETTER OF TRANSMITTAL**

From

To

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

**Sub: SUBMISSION OF BID DOCUMENTS FOR THE WORK OF "** Providing pleated insect screen system for balcony doors and windows in 80 nos of faculty apartments 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 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.
- 2.
- 3.

- 1.
- 2.
- 3.

Enclosures:

Seal of applicant  
Date of submission

Signature(s) of applicant(s)

**Tender Form**

**Item Rate Quotations & Contract for Works**

**Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF "** Providing pleated insect screen system for balcony doors and windows of 80 nos of faculty apartments at IISER Pune.

- (a). Bids to be submitted by (time) 3.00 PM on **10/6/2015** to Superintending Engineer, Indian Institute of Science Education and Research, Pune
  
- (b). Bids to be opened in presence of tenderers who may be present at 3.30 hours on **10/6/2015** in the office of the Superintending , 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 quotations, Schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, special conditions, Schedule of Rate and all other contents in the bid 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 of one month viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings, instructions 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 bid 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 shell 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, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the bid documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, maximum up to 30% and shall be paid as per quoted rates.

Further, I/We agree that in case of forfeiture of earnest money or both earnest money & performance guarantee as aforesaid, I/We shall be debarred for the participation in the re-tendering process of the work.

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.....

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH PUNE**

**(i) General Rules & Directions**

1. All work proposed for execution by contract will be notified in a form of invitation to tender prominently displayed in public places and signed by the officer inviting tender or by publication in Newspapers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the application, and the amount of the security deposit and performance guarantee to be deposited by successful tenderer and the percentage, if any, to be deducted from bills. Copies of specification, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act' 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which 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, or which contain any other conditions of any sort, including conditional rebates will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.(Applicable for Item Rate Tender only)

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.

- 4 A. In case of Percentage Rate Tender, tenderer shall fill up usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in schedule of quantity at schedule-A, he will be willing to execute the work. Tenders, which propose any alteration in the work specified in the said form of the invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractor who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name & number of the works to which they refer, written on the envelopes.
  
5. The officer inviting tender or his duly authorized representative will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-I. The earnest money of all unsuccessful bidders shall thereupon be returned to the contractor remitting the same, without any interest.
  
6. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
  
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement of payment to the officer inviting tender and the contractors shall be responsible for ensuring that he procures a receipt signed by the officer inviting tender or a duly authorized cashier/accounts officer.
  
8. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
  
9. The tenderers shall sign a declaration under the officials Secret Act 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
  
- 9A. Use of correcting fluid, anywhere in tender documents is not generally permitted. Such Tender is liable for rejection.

10. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below / above the rates quoted is liable to be rejected. 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, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved 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 tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event of no rates has been quoted for any item(s), leaving space both in figure ( s), word (s), and amount blank, the rate for such item will be considered as per Departmental estimates and the amount will be worked out accordingly. In the event of any bidder writes "Not quoted" against any item of works then this will be considered as **conditional tender** and will be summarily rejected.
11. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to disqualified and rejected.
12. All rates shall be quoted on the tender form. 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 'Paise' 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.
13. (i) The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5% (Five Percent) of the tendered amount within 15 days from the date of letter of acceptance. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/ banker's cheque of any scheduled bank/Demand draft of any scheduled bank /Pay order of any scheduled bank or Government Securities or Fixed Deposit Receipt or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.  
  
(ii) The Contractor, whose tender is accepted, will also be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5% of the tendered value of the work and shall be released after the defect liability period of

one year from the date of completion of the work. The Security Deposit will be collected by deductions from the running bills of the contractor at the rates mentioned above and the earnest money deposited at the time of tenders, will be treated as a part of the Security Deposit. The security amount will also be accepted in the shape of Government Securities. Fixed Deposit Receipt and Guarantee Bonds of a Scheduled Bank or State Bank of India will also be accepted for this purpose provided confirmatory advice is enclosed.

14. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.
15. Sales-tax/Vat, (except service tax) purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and IISER Pune will not entertain any claim whatsoever in respect of the same. 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.
16. The contractor shall give a list of IISER employees, if any, related to him.
17. The tender for the work shall not be witnessed by a contractor or Contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
18. The tender for composite works includes, in addition to building work, all other works such as sanitary and water supply installations ,drainage installation, External Façade, Electrical works, Heating ventilation and air conditioning system, Integrated Building Management system, Lifts, roads and path etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical Heating ventilation and Air conditioning system, Integrated Building Management system, Solar Water Heating system works in the composite tender.
19. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Project Engineer-cum-Estate Officer may at his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

20. Time is essence of this agreement and the contractor agrees to pay compensation for delay @ 1.50% of tendered amount per month maximum 10% of tendered amount. Director IISER, Pune decision on the amount of compensation to be levied shall be final and binding on the contractor.
21. Defect liability period shall be one year from the actual date of completion of the work.

**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)

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## Proforma of Agreement

ARTICLE OF AGREEMENT is made at Pune on the ..... day of..... 2014 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 @1.50% of tendered amount per month maximum 10% of tendered amount.
- (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) Special Condition of contracts
- (e) Technical specifications
- (f) Tenders drawings
- (g) Price Schedule/ Schedule of Quantities.
- (h) All corresponds between the parties until award of contract.

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)-----

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<b>SPECIAL CONDITIONS</b>
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The Tenderer/bidder submitting the Tender should read the schedule of quantities, approved makes if any, 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 NIT, are specially brought to the notice for compliance while filling the bidder:-

1. The tendered rates shall be inclusive of all types of taxes ( except service tax ), duties, octroi/LBT, levies, works contract tax, packing, transportation, handling, storage at site, necessary transit insurance, etc. i.e. the rates quoted by the contractor shall be firm and final. Nothing extra will be paid on any account. Service tax is not applicable in this work however in case the same is demanded by competent authority the same shall be paid by the agency on demand and shall be reimbursed to the agency against paid documentary evidence.

2. The contractor is advised to visit the site of work to have an idea of the execution of work, failure to do so will not absolve their responsibility to do the work as specified in agreement.

3. All the materials to be used in the work shall be good quality and will be got approved from the Engineer in charge before use at site.

4. The contractor has to make his own arrangement for the storage of the material at site, necessary watch and ward of the electrical installation during the execution of work till the same is handed over to the IISER, Pune. No extra payment will be made on this account. No space within the campus shall be provided for labour huts. However, limited space for construction of stores for storage of materials brought to site by the contractor for execution of work shall be provided on request from the agency.

5. No T & P will be issued to the contractor by the department.

6. All debris at site shall have to be removed by the contractor before handing over the installation to the department.

7. Tenderer/bidders are advised to quote rates in words and figures for each item and work out the total amount in figures.

8 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.

9. 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.

10. All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, Income tax, Surcharge, 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.

11.Recovery towards WCT/VAT @ 2% shall be made from the bills of the agency.

12.IISER Pune is GRIHA rated campus and agency has to keep the campus/surrounding clean and dispose of the waste materials and clear the site from all debries as per directions of Engineer in charge.

13. No advance payment shall be made.

14. Bidder shall submit the running & final bill for the work executed in the required format.

15. Free electricity for drilling holes in flats shall be made available in each flat.

16. Rate shall be inclusive of scaffolding, cleaning of floors, repairs damages to walls & floors during execution of work if any, all wastages, Taxes and LBT.

17. Working hours shall be 10:00AM to 6:00PM.

**TECHNICAL SPECIFICATIONS  
FOR INSECT SCREEN SYSTEM**

In general wherever applicable the work shall be executed as per latest CPWD specifications, technical specifications, IS specification applicable for Insect Screen System and terms and conditions of the NIT

**1. PLEATED SCREEN SYSTEMS ( Pleat size 15mm) with horizontal slide and collapse mechanism - (Item No. 1 of BOQ)**

- A) Material : PE/PP monofilament Yarn (Interior : PP, Exterior : PE), Plain weaving, which provide the mesh smoothly for opening any size of doors and windows.
- B) Pleated mesh shall confirm to ROHS Test certificate, REACH compliance.
- C) Product should be Eco friendly, straight latitude yarn and longitude yarn sealed with high technology heater, no coating with any harmful chemicals or resins.
- D) Aluminium sections : All sections shall be extruded from HE-9 alloy with minimum thickness of 1mm.
- E) Powder coating : Powder coating shall be of approved colour epoxy, with cromotised polyester of minimum 60 micron thickness.
- F) Polyester Chord : 0.9mm diameter black colour.
- G) PVC component : ABS Material high pressure die casted.

**2. ROLL UP SCREEN SYSTEMS.- (Item No. 2 of BOQ)**

- A) Frame : Frame shall be made of robust aluminium profile as per manufacturer specifications.
- B) Material : Screen shall be fiberglass insect screen in grey or charcoal colour of “Phifer” make or equivalent.
- C) Mechanism : Spring loaded mechanism.
- D) Self cleaning : Built in brush shall be provided for cleaning the screen every time while rolling it in and out.
- E) **Powder coating : Powder coating shall be of approved colour epoxy, with cromotised polyester of minimum 60 micron thickness.**

**REFERENCE IMAGES**

**Item No. 1 : Pleated Insect Screens System for balcony doors with horizontal sliding and collapsing**



**Item No. 2 : Rollup Screening System for windows**

