



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

NOTICE INVITING "e-TENDER"

NIT No. IISERT/Engg/Elec/20-21/03

Name of Work: Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati

Estimated Cost put to Tender: **Rs 22.70 Lakhs**

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**Name of Work: Supply, Installation and Commissioning of Split AC Units at IISER
TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati**

NIT NUMBER : IISERT/Engg/Elec/2020-21/03

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) TIRUPATI

(An Autonomous Institution of the Ministry of Education, Govt. of India)
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Karakambadi Road, Mangalam (B.O), Tirupati - 517 507
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NOTICE INVITING e-TENDER (e-Procurement mode)

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

Brief Details of Tender:

Sr. No.	Description of work in Brief	Estimate cost put to bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Pre-bid queries Date & time	Last date & time of submission of bid	Time & date of opening of technical bids
1.	Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati	Rs.22, 70,000/-	Rs. 45,400/-	20 Days	09-04-2021 11.00 AM	15-04-2021 03.00 PM	16-04-2021 03.30 PM

The Tender Document can be downloaded from Central Public Procurement (CPP) Portal <https://eprocure.gov.in/eprocure/app> or Institute website www.iisertirupati.ac.in and bid is to be submitted **online only** through the E-procurement portal up to the last date and time of submission of tender.

Critical Dates of Tender

Sr.No	Particulars	Date	Time in
1	Date of Online Publication	05/04/2021	18:00
2	Technical Bid Submission Start Date	10/04/2021	11:00
3	Pre-Bid date	09/04/2021	11:00
4	Technical bid Submission Close Date	15/04/2021	15:00
5	Opening of Technical bids	16/04/2021	15:30

No manual bids will be accepted. Bids should be submitted in the E-procurement portal.

Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002.

1) Information & Instructions for Online Bid Submission:

This tender document has been published on the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iisertirupati.ac.in. The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

- 1.1 The intending bidder must read the terms and condition of NIT carefully. Bidder should submit his bid only if he considers himself eligible and he is in possession of all the required documents.
- 1.2 Bid documents should be submitted online complete in all respect along with requisite amount of tender fee (cost of bid documents). Complete set of tender documents comprising Volume I, II, III has been made available at e-tender portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))
- 1.3 The bidder would be required to register at e-tender portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) For submission of the bids, the bidder is required to have Digital Signature Certificate (DSC) from one of the authorized Certifying Authorities.
- 1.4 Information and instruction for bidders posted on website shall form part of the bid document.
- 1.5 The bid document consisting of to be complied with and other necessary documents can be seen and downloaded from website ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) free of cost.
- 1.6 But the bid can only be submitted after uploading the mandatory scanned documents such as receipt of online payment towards tender fee, in favour of Director, IISER Tirupati, scan copies of other required documents as specified in the NIT. The tender fee should be deposited online with IISER Tirupati within the period of bid submission as specified in the bid document.
- 1.7 Those contractors not registered on the website mentioned above, are required to get registered beforehand. If needed they can be imparted training on online tendering process as per details available on the website. The intending bidder must have valid class-III digital signature to submit the bid.

- 1.8 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor bid sheets.
- 1.9 Contractor can upload documents in the form of JPG format and PDFformat.
- 1.10 Certificate of Financial Turn Over: At the time of submission of bid contractor may upload Affidavit/ Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document and further details if required may be asked from the contractor after opening of technical bids. There is no need to upload entire voluminous balance sheet.
- 1.11 The tender document can be downloaded from <http://eprocure.gov.in/eprocure/app> and be submitted only through the same website.

2. REGISTRATION of Bidder on e-Procurement Portal

- 2.1 Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
- 2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 2.3 Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPPPortal.
- 2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.6 Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.
- 2.7 The CPP Portal also has user manual with detailed guidelines on enrollment and participation in the online bidding process. Any queries related to process of online bids or queries related to CPP Portal may be directed to the 24x7 CPP Portal Helpdesk.
- 2.8 The Institute will not be responsible for any type of technical issue regarding uploading of tender on website. [URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) and any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002, 91-8826246593**.

3. SEARCHING FOR TENDER DOCUMENTS

- 3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.

- 3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e- mail in case there is any corrigendum issued to the tender document.
- 3.3 The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. PREPARATION OF BIDS

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. SUBMISSION OF BIDS

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 5.4 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.5 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

5.6 Kindly add scanned PDF or JPG format files of all relevant documents in a single PDF file of compliance sheet.

6 ASSISTANCE TO BIDDERS

6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is **0120-4200462, 0120-4001002,91-8826246593.**



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH(IISER) TIRUPATI

SECTION I -NOTICE INVITING e-TENDERING

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

Name of work & Location : **Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati.**

NIT NUMBER : IISERT/ENGG/Elec/20-21/03

Estimated cost : **Rs. 22,70,000/-**

Period of completion : 20 Days.

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

Last Dates & time to fill/upload the tender through e-tendering. : 15/04/2021 up to 03.00 PM

Pre bid meeting date &time : Through Online on
09.04.2021 from 11.00 AM

Time & date of opening of Technical bids : 16.04.2020 at 3.00 PM

2. The Bidder should be a OEM of Air Conditioners or Authorized sales and service dealer of such OEM's. Specific Proof to be submitted or reputed agencies with similar experience.

Should have experience of having successfully completed supply, Installation and Commissioning of Air Conditioners during the last seven years ending previous day of the last date of submission of tenders.

- (i) Three similar works each costing not less than Rs. **9.1 Lakhs each** or
- (ii) Two similar works each costing not less than **Rs 13.7 Lakhs each** or
- (iii) One similar work costing not less than **Rs. 18.2 Lakhs.**

Agency must visit the site before quoting the tender for better understanding.

- a) Components of work executed other than those included in definition of similar work shall be deducted while calculating cost of similar work. Bidder shall submit abstract of cost of work in support of this.

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

Similar work means: Supply Installation and Commissioning of Air Conditioning System / Units.

The experience of work done 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.

- b) Should have had average financial turnover (Gross) of at least **Rs 22 Lakhs** on similar work i.e. Supply Installation and Commissioning of Air Conditioning System/Unit during the immediate last three consecutive years balance sheets duly audited by Chartered Accountant. Year in which no turnover is shown would also be considered for working out the average. No enhancement in the value of turnover for the past years shall be made for bringing them to current turnover level.
- c) Should not have incurred any loss (profit after tax should be positive) during the immediate last two consecutive financial years ending 31st March, 2020, duly certified and audited by the Chartered Accountant.
- d) Should have solvency of **Rs. 9 Lakhs** certified by a Scheduled Bank and obtained not earlier than three months before the date of submission of Bid.
- e) Bidder should have sufficient number of Technical and administrative employees for proper execution of the contract. The bidder shall have to submit a list of these employee stating clearly how these would be involved in this work within 3 days of award of work.

3. CONTRACT ELIGIBILITY CRITERIA

Further, the contract eligibility includes the following.

- 3.1 Experience in similar type of completed works executed during the last 7 years details like monetary value, clients, proof of satisfactory completion.

Similar work means: Supplied, Installation and Commissioning of Air Conditioning System / units.

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 previous day of last date of submission of tender.
- 3.2 Documentary evidence of adequate financial standing, Certified by Bankers, Audited Profit & Loss A/c and Balance Sheet, Annual turnover in **last three years**, access to adequate working capital.
- 3.3 Information regarding projects in hand, current orders, regarding litigation, exclusion/expulsion or black listing, if any.
- 3.4 Key personnel available and proposed to be engaged for management and supervision of the Project, their qualifications and experience.
- 3.5 Bidders not meeting the minimum eligibility criteria shall be summarily rejected.
- 3.6 Copy of the enlistment order and certificates of work experience and other required as specified in the bid documents shall be scanned and uploaded to the e-tendering website within period of bid submission.
- 3.7 Bidder should not have been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Affidavit shall be made in current date after the date of invitation of the tender as per Form F and shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-otherwise the tender shall be rejected.

- 4 The time allowed for carrying out the work will be **20 Days** from the date of start as defined in schedule 'C' or from the first date of handing over of the site, whichever is later, in accordance with the phasing, if any, indicated in the tender.
- 5 The bid document is Two stage two Envelope e-tendering system can be seen from the Central Public Procurement Portal ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app)) & Institute website www.iiserTirupati.ac.in The contents of Envelope I & Envelope II are specified in the NIT.

6 Submission of Technical Bid Documents

Information and instruction for bidder for e-tendering forming part of bid document uploaded on website. Last date and time of submission of technical bid, Tender fee and other documents as specified in the NIT.

List of Document to be scanned and uploaded within the period of bid submission:

- I. Transaction Receipt of online deposit of tender fee and EMD.
- II. Enlistment Order of the Contractor (Attested copy) if required.
- III. Certificates of work Experience certificates submitted shall clearly indicate the:
 - a) Type and nature of work
 - b) Completion cost
 - c) Time period, actual completion date.In case, if any of above details are not included in the work done certificates, then such bids will not be considered for opening.
- IV. Complete set of TDS certificate (Form 16) shall be uploaded in case the similar work is executed from a private body which shall form basis for establishing the completion cost of work executed.
- V. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- VI. Scanned Copies of all eligibility documents required as per NIT **Annexure-I**

Tender documents should be submitted online complete in all respect along with requisite amount of tender fee (cost of bid document). Complete set of tender documents comprising Volume I, II, III and financial bids has been made available at e-tender portal <https://eprocure.gov.in/eprocure/app> www.iiserTirupati.ac.in

- 7 Director, Indian Institute of Science Education & Research, Tirupati shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- 8 Bids must be accompanied by tender fee and bid-security/EMD (Earnest Money Deposit) amount specified for the work in clause 10 payable at Tirupati and drawn in favour of The Director; IISER Tirupati Bid Security shall have to be valid for 90 days beyond the validity of the bid.
- 9 Tender fee shall be Rs. 500/- (Rupees Five hundred only) non-refundable fee required to be deposited in **IISER Tirupati Bank account** through net banking as detailed below failing which the bid will be declared non responsive.

Name-IISER Tirupati
Bank-State Bank of India
Branch- Korlagunta Branch, Tirupati
Current A/c No. 35029946671
IFSC-SBIN0001901

Scanned copy of the net banking transaction receipt towards payment of tender fee shall be uploaded on the e-tendering website within the period of bid submission failing which the bid will be declared non responsive.

10 Bid Security/EMD,

- 10.1 Bid security/EMD amounting to **Rs 45,400/- (Rupees Forty-Five Thousand Four Hundred only)** in the following form before the date and time fixed for opening of bid failing which the bid will be declared non responsive.

100% EMD amount can be deposited in **IISER Tirupati Bank account** through net banking as detailed below.

Name-IISER Tirupati
Bank-State Bank of India
Branch- Korlagunta Branch, Tirupati
Current A/c No. 35029946671
IFSC-SBIN0001901

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

- 10.3 The Bid Security may be forfeited, if

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

- 10.4 **Scanned copy of net banking transaction receipt and Bank Guarantee towards security/EMD shall be uploaded to the e-tendering website within the Period of bid submission Failing which the bid will be declared non responsive.**

- 11 A pre-bid meeting shall be held online on **09.04.2021 at 11:00** hours, to clarify the issues and to answer questions on any matter that may be raised at that stage as stated in Clause 12.

12 **Pre-bid meeting**

- 12.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will take place as referred in clause 11 of NIT. Bidder/ bidder representative who wish to attend Pre-bid meeting should send email request to participate to srujan@iisertirupati.ac.in. Link shall be sent to the bidders who sent the request as above.
- 12.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- 12.3 The Bidder is requested to submit their questions/ queries/ clarifications by email/ fax to reach the IISER Tirupati 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 Tirupati or on e-mail address srujan@iisertirupati.ac.in before 08.04.2021 up to 11:00 Hours.
- 12.4 Minutes of the meeting (MOM), including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on website www.iisertirupati.ac.in and ([URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app))
- 13 Any modification of the bidding documents which may become necessary as a result of the pre-bid meeting shall be made by the IISER, Tirupati through pre bid MOM and this shall form part of bidding document.
- 14 IISER Tirupati reserves the right to reject any prospective applicant without assigning any Reason and to restrict the list of technically qualified bidders to any number deemed suitable by it, if too many bids are received satisfying the laid down criterion.

15 **Site visit, availability of site and cost of bidding**

- 15.1 The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER, Tirupati will in no case be responsible and liable for these costs.
- 15.2 The Bidder should inform the IISER in advance about the proposed site visit.
- 15.3 The Bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the Site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the Site, the means of access to the Site, the accommodation he may require, etc.
- 15.4 In general, Bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A Bidder shall be deemed to have full knowledge of the Site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.
- 15.5 The costs of visiting the Site shall be at the Bidders' own expense. Any report shared at the site, by the IISER is subject to verification by the contractor. Any deviations of information in the report and the actual site will not be the responsibility of the IISER.

15.6 The site for the work is available.

16 **Content of Bidding Documents**

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

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

16.3 Notice Inviting e-Tender shall form part of the Contract document.

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

PART – I

Technical Bid

Envelope –I

Volume I

- a) Notice Inviting Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) General Conditions of Contract and Schedules

Volume II

Scope and Technical Specifications of the work.

PART-II

Envelop II – (Financial bid)

Financial bid Schedule of quantity (BOQ).

17 **Amendment of Bid Documents**

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

17.2 Any corrigendum so issued shall be part of the bid documents as well as Contract document and shall be on uploaded website [URL:https://eprocure.gov.in/eprocure/app](https://eprocure.gov.in/eprocure/app) and www.iisertirupati.ac.in Bidders should take note of the uploaded corrigendum and submit the tenders accordingly.

18 **Bid Validity**

18.1 The bid submitted shall become invalid if:

- (i) The bidders is found ineligible.
- (ii) The bidder does not deposit Online tender fee and EMD with IISER Tirupati before the date and time fixed for opening of the bids.
- (iii) The bidders does not upload all the documents (including GST registration) as stipulated in the bid document.
- (iv) If any discrepancy is noticed between the documents as uploaded at the time of submission of bid and hard copies as submitted physically by the lowest tenderer in the office of tender opening authority.

18.2 The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the technical bids.

19 **Technical bid Bid Opening**

19.1 Online bid documents submitted by intending bidders shall be opened only of those bidders, whose tender fee and EMD is deposited online with IISER Tirupati and scanned their scanned copies i/c tender documents scanned and uploaded are found in order.

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 1 and **FORM A to Form H** enclosed as **Annexure-1** of Section II will be evaluated by the IISER Tirupati technical evaluation committee appointed by the competent authority.

Performa's listed are elaborated below,

- I) Initial bidding capacity Performa I,
- II) Financial Information **FORM "A"**
 - a) Solvency certificates from a scheduled bank - **Form B**
 - b) Details of similar works -- **Form C**
 - c) Performance report of works referred to in **Form D**
 - d) Organization structure Personnel **Form E**
 - e) PROFORMA OF AFFIDAVIT FOR NON - BLACK LISTING- **Form F**

- f) 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, TIRUPATI on the basis of the strength of individual applicants. Main consideration will be the ability of the Principal Contractor to fulfill technical, financial, contractual and legal obligations. Special emphasis will be laid on competence to do good quality works within specified time schedule and in close co-ordination with other agencies over and above the rate structure of the items.
- g) IISER Tirupati 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 Tirupati decision in this regard shall be final and binding & conclusive.

20.2 TECHNICAL EVALUATION :

Evaluation of performance: Evaluation of the performance of the bidders for eligibility shall be done by the committee constituted by the Director, IISER Tirupati. All the eligible similar works executed and submitted by the bidders may be got inspected by a committee which may consists client or any other authority as decided by the competent authority. The evaluation shall be done based on this inspection, if inspection is carried out otherwise on the basis of the performance report given by the client department officer not below the rank of Executive Engineer.

20.3 Even though a bidder may satisfy the above requirements, he would be liable for dis-qualification 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 Financial /Price bid

21.1 After technical evaluation of (part I) bids as per clause 2, 3 & 20 above only short listed agencies financial bids shall be opened at the notified date and time.

22. Clarification of Bids

22.1 To assist in the examination and comparison of Bids, the IISER, Tirupati 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, Tirupati in the evaluation of the bids.

- 22.2 No, Bidder shall contact the IISER, Tirupati 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 Tirupati, 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, Tirupati may require the Bidder to produce detailed rate analyses for any or all items of the Bill of Quantities, to demonstrate the internal consistency of those rates with the implementation/construction methods and schedule proposed.
- 25 **Award Criteria**
- 25.1. IISER Tirupati reserves the right without being liable for any damages or obligation to inform the bidder to:
- a) amend the scope and value of the contract to the bidder
 - b) Reject any or all applications without assigning any reasons
- 25.2 IISER, Tirupati shall award the contract to the Bidder whose evaluated offer / bid has been determined to be the technically suitable and financially lowest and is substantially responsive to the Bidding Document, provided further that the Bidder is determined to be qualified to execute the contract satisfactorily. The Board of Governors of IISER reserves the right to accept or reject any application and to annul the pre-qualification process and reject all applications at any time, without thereby incurring any liability to the affected applicants or specifying the grounds for the Employer's action
- 26 Contractor whose tender is accepted will be required to furnish Performance guarantee of 5% (Five Percent) of the tendered amount within the period specified in Schedule C. This guarantee shall be in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'C'. including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor and without prejudice to any other right or remedy. The Earnest Money deposited along with tender shall be returned after receiving the aforesaid performance guarantee. The earnest money deposited along with bid shall be returned after receiving the aforesaid performance guarantee.

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, Tirupati, at any time between the submission of bids and the signing of the contract.

SE, IISER Tirupati

II) INSTRUCTIONS TO THE TENDERERS/BIDDERS

Name of Work: Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati

NIT No. : IISERT/ENGG/Elec/2020-21/03

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

1. The Tenderer/bidder are advised to quote rates in words and figures for each item and work out the total amount in figures.
2. All taxes as applicable shall be borne by the contractor. The tenderer/bidder shall quote his rates in the BOQ for all items considering all such taxes. In case of LBT/Octroi IISER Tirupati will issue exemption certificate and bidder shall co-ordinate with the PMC for getting the goods exempted.
3. The tenderer/bidder are advised to inspect and examine the site, 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.
4. 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.
5. All the statutory recoveries shall be made from the running bills of the contractor like Security deposit, Income tax, Surcharge, Education cess, etc or any other statutory recovery as per Government of India norms at the prevailing rates and in the manner prescribed by Government of India.
6. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, between the rates, figures and words, the rates which correspond with the amount worked out by the contractor shall be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tallies, but the amount is not worked out correctly, the rates quoted by the contractor shall taken as correct and not the amount. In the event no rate has been quoted for any item (s) leaving space both in figure(s) word(s) and amount blank in any item, it will be presumed that the contractor has included the cost of this/these item (s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

7. All rates shall be quoted in the Schedule of Quantity available in Financial bid document. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs. Should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15 P' and in case of words, the word, Rupees, should precede and the word 'paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'Only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
8. Rates should be quoted in Indian Rs. Only.
9. The bidders have already been declared technically qualified for the above work and need not to submit technical qualification documents unless there are changes during the course of time between the EOI and the present call of financial bids.

LETTER OF TRANSMITTAL

From

To

THE DIRECTOR,
INDIAN INSTITUTE OF SCIENCE EDUCATION &
RESEARCH (IISER) TIRUPATI

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK: **Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati**

NIT NUMBER: IISERT/ENGG/Elec/2020-21/03

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, Tirupati – 517 507 to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Project Engineer, Tirupati to approach individuals, employers, firms and corporation to verify our competence and general reputation.
4. I/We submit the following certificates in support of our suitability, technical know-how & capability for having successfully completed the following works

Name of Work:

Certificate from

- 1.
- 2.
- 3.

- 1.
- 2.
- 3.

Enclosures:

Seal of applicant
Date of submission

Signature(s) of applicant(s)

Undertaking to sign the integrity Agreement

To,

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

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “
Name of work & Location : **Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati**

NIT NUMBER : IISERT/ENGG/Elec/2020-21/03

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/-

Forwarding letter for Integrity Agreement

To

INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER) TIRUPATI

Transit Campus at Sree Rama Engineering College Building,
Karakambadi Road, Mangalam (B.O), Tirupati - 517 507

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “

Name of work & Location: Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati

NIT NUMBER: IISERT/Engg/Elec/20-21/03

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**
- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

4) **Article 4: Previous Transgression**

1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/Owner.

3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.

2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.

3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded.

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the** Principal/Owner, who has floated the Tender.
- 2) Changes and supplements need to be made in writing. Side agreements have not been made.
- 3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- 4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original 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

PERFORMA '1'

INFORMATION REGARDING INITIAL BIDDING CAPACITY

The information to be filled in by the Bidder in the following pages will be used for purposes of Pre- qualification as provided above.

1. For Individual Bidders

1.1 Constitution or legal status of Bidder (Attach

Copy) Place of registration:

Principal place of business:

(Power of attorney of signatory of Bid)

1.2 (A) Value of work Completed during the last five years (in Rs.Lakh)

<i>Particular</i>	<i>Year</i>	<i>Value</i>
Total value of Work Executed in the last three years**	2017-18	
	2018-19	
	2019-20	

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

(B) Existing commitments and on-going works: (format for **clause 3.7**)

<i>Descripti on Of work</i>	<i>Plac e & stat e</i>	<i>Contra ct No.& Date</i>	<i>Name & Address of Client</i>	<i>Value of Contac t (Rs. Lacs)</i>	<i>Stipulate d period of completi on</i>	<i>Value of work remaining to be complete d</i>	<i>Anticipate d date of completi on (Rs.)</i>	<i>Remarks Information regarding the litigation if any</i>

FORM 'A'

FINANCIAL

INFORMATION

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

Years

Year	2016-17	2017-18	2018-19
Gross annual turn over			
Profit/ Loss			

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

Signature of Chartered Accountant with Seal Signature of Bidder(s)

Form B

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that;

(Name of the individual or the firm)

(Name of the proprietor in case of a sole proprietorship concern or names of partners in case of partnership concern as per bank's record, be indicated)

(Address of the customer as per bank record)

is a / are customer(s) of our bank, is/are respectable and can be treated as good for any engagement up to a limit of Rs. _
(Rupees _____ only)

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

Signature of the Manager

Seal of

Bank Note : This certificate should be issued on the letter head and addressed to the DIRECTOR , IISER Tirupati

FORM 'C'

**DETAILS OF ELIGIBLE SIMILAR NATURE OF WORKS COMPLETED
DURING THE LAST 7 (Seven) YEARS ENDING PREVIOUS DAY OF THE DATE
OF SUBMISSION OF TENDER**

<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</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)

FORM D

PERFORMANCE REPORT OF WORKS REFERRED TO IN PROFORMA 'C'

1. Name of the work/
Project & Location.
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of completion
 - (a) Stipulated date of completion.
 - (b) Actual date of completion.
7. a) Whether case of levy of compensation for
Delay has been decided or not ? Yes / No
 - d) If decided, amount of compensation levied for
Delayed completion if any ?
8. Amount of reduced rate items, if any
9. Performance report
 - i) Quality of Work : Outstanding/Very Good / Good / Poor
 - ii) Financial soundness : Outstanding/Very Good / Good/ Poor
 - iii) Technical Proficiency : Outstanding/Very Good / Good / Poor
 - iv) Resourcefulness : Outstanding/Very Good / Good / Poor
 - v) General Behaviour : Outstanding/Very Good / Good / Poor

DATED:

Executive Engineer or Equivalent

**FORM
'E'**

STRUCTURE AND ORGANISATION

1. Name and address of the applicant
2. Telephone No./Telex No./Fax No.
3. Legal Status (attach copies of original Document defining the legal status)
 - (a) An Individual
 - (b) A proprietary Firm
 - (c) A Firm in partnership
 - (d) A limited Company or Corporation.
4. Particulars of registration with various Government bodies (Attach attested photo-copy)
 - a) Registration Number.
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Has the bidder, or any constituent partner in case of partnership firm Limited Company/Joint Venture, ever been convicted by the court of law? ? If so, give the details.
 8. In which field of Civil Engineering Construction, the bidder has specialization and interest ?
- 9 Any other information considered necessary but not included above.

SIGNATURE OF BIDDER(S)

(FORM-F)

**PROFORMA OF AFFIDAVIT FOR NON -
BLACK LISTING**

I/we undertake and confirm that our firm/partnership firm has not been blacklisted by any state/Central Departments/PSUs/Autonomous bodies during the last 7 years of its operations. Further that, if such information comes to the notice of the IISER Tirupati then I/we shall be debarred for bidding in IISER TIRUPATI in future forever. Also, if such an information comes to the notice of department on any day before date of start of work, the Engineer-in-charge shall be free to cancel the agreement and to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee (Scanned copy of this notarized affidavit to be uploaded at the time of submission of bid)

Signature of Bidder(s) or an authorized
Officer of the firm with stamp

Signature of Notary with seal

Note:1. The affidavit shall be made in current date after the date of invitation of the tender.

Affidavit shall be furnished on a 'Non-Judicial' stamp paper worth Rs.100/-otherwise the tender shall be rejected.

SPECIAL CONDITIONS FOR WORKS

1) DEFINITION:

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

- i) *Institute* shall mean the IISER Tirupati.
- ii) The President shall mean the Board of Governors, IISER Tirupati.
- iii) *The Engineer-in-charge*, who shall administer the work, shall mean the *Engineer-in-charge*, IISER Tirupati.
- iv) *Government or Govt. of India* shall mean the Indian Institute of Science Education and Research Tirupati represented by its Director.
- v) The term *Director General of Works* shall mean the Chairman, Building & Works Committee of the Institute.
- vi) *Accepting authority* shall mean the Chairman, Building and Works Committee- Director, IISER Tirupati or his authorized representative.

- vii) *Site Engineers* shall mean the Project Manager, Assistant Engineer & Jr. Engineer (Civil / Electrical) appointed by Institute works department.

2. DUTIES & POWERS:

2.1 *Site Engineers:*

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

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

- a) Failure of the Site Engineer (s) to disapprove any work or materials shall not prejudice the power of the Engineer in-charge to subsequently disapprove such work or materials and to order the pulling down, removal or breaking up thereof.
- b) If the contractor is dissatisfied by reason of any decision of the Site Engineer (s), he shall be entitled to refer the matter to the Engineer-in-charge, who shall thereupon confirm reverse or vary such decision.

3. ASSIGNMENT & SUBLETTING:

3.1 The contractor shall not assign the contract or any part thereof or any benefit or interest therein or there under without the written consent of the Engineer in-charge. The whole of the works included in the contract shall be executed by the contractor except where otherwise provided in the contract. The contractor shall not sublet any part of the works without the written consent of the Engineer in-charge and such consent, if given, shall not relieve the contractor from any liability or obligation under the contract, and he shall be responsible for the acts, defaults and neglects of sub-vendors, his agents, servants or workmen, as if they were the acts, defaults or neglects of the contractor provided always that the provision of labour contracts on a piece work basis shall not be deemed to be a subletting under this clause. In case the bidder out source part of furniture through his authorised vendors then the quality and finish of the product has to be as per original company standard and it shall be the responsibility of the co. to carry out the quality check on the outsourced products.

4. SCOPE OF CONTRACT:

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

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

- a) The variation or modification of the design, quality or quantity of works or the addition or omission or substitution of any work.
- b) Any discrepancy in the Drawings or between the Schedule of Quantities and / or Drawings and / or specifications. The materials are to supplied as per approved shop drawings. Any excess material brought to site shall be taken back by the agency and no claim for payment of the same shall be entertained by IISER.
- c) The removal from the site of any materials brought thereon by the contractor and the substitution of any other material thereof.
- d) The dismissal from the works of any persons employed thereupon.
- e) The opening up for inspection of any work covered up.
- f) The amending / making good of any defects.

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

5. CONTRACT DOCUMENT:

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

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

- 5.4 **Commercial tax (GST) @ 2%** of the value of work done shall be recovered from the contractor's bill.
6. The contractor(s) shall give to the Municipality, police and other authorities all necessary notices etc. that may be required by law and obtain all requisite licenses for temporary obstructions, enclosures etc. and pay all fee, taxes and charges which may be levied on account of these operations in executing the contract. He shall make good any damage to the adjoining property whether public or private and shall supply and maintain lights either for illumination or for cautioning the public at night.
- 7 The Contractor(s) shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials at any place. No excavated earth or building rubbish shall be stacked on areas where other buildings, roads, services and compound walls are to be constructed. However if any change is required, the same shall be done with the approval of Engineer-in-Charge & no extra payment shall be made on this account.
- 8 Contractor(s) shall provide permanent bench marks, flag tops and other reference points for the proper execution of work and these shall be preserved till the end of the work. All such reference points shall be in relation to the levels and locations, given in the Architectural and other related services drawings.
- 9 On completion of work, the Contractor(s) shall submit at his own cost four prints of "as built" drawings to the Engineer-in-Charge within 4 weeks of completion of the work failing which a recovery of Rs. 25,000/- for each item as listed below, to be made as reasonable compensation. These drawings shall have the following information.
 - a. All drawings related to electrical installations and services if any.

10. The contractor shall conduct his work, so as not to interfere with or hinder the progress or completion of the work being performed by other contractor(s) or by the Engineer-in-Charge and shall as far as possible arrange his work and shall place and dispose off the materials being used or removed, so as not to interfere with the operations of other contractor or he shall arrange his work with that of the others in an acceptable and coordinated manner and shall perform it in proper sequence to the complete satisfaction of others.
11. The Architectural drawings given in the tender other than those indicated in nomenclature of items are only indicative of the nature of the work and materials/fixing involved unless and otherwise specifically mentioned. However, the work shall be executed in accordance with the drawings duly approved by the Engineer-in-Charge.
12. The contractor shall be fully responsible for the safe custody of materials brought by him at site / issued to him even though the materials may be under double lock and key system. The contractor has to make his own arrangement like shed enclosure etc. for keeping the material, providing security etc. The contractor shall be allowed to make temporary structures for stores, offices, sheds, labour huts etc. The contractor shall remove all the structures erected by him necessary for the execution of the work, after completion of the work and clean the site removing all structures and temporary hutments in all respect as per the direction of Engineer-in-charge.

13 **QUALITY ASSURANCE:**

13.1 The contractor shall establish, document and maintain an effective quality assurance system as outlined in the specifications and various codes and standards.

13.2 The bidder shall understand scope of the work, drawing, specifications and standards etc. attached with the tender or to be followed and shall seek clarification, if any before submission of the tender.

13.3 The quality assurance system plans / procedures / method statement to be followed shall be furnished in the form of quality assurance manual. It should cover quality assurance, plan procedure, specifications, frequency of the inspection, testing, acceptance criteria, method of sampling, testing etc to be followed for quality and the details of the person responsible. It is obligatory on the bidder to obtain the approval of every quality assurance documents with Engineer-in-charge before he start using particular document for execution of work.

13.4 If the contractor fails to deploy the quality assurance team, the necessary recovery shall be made from the contractor's bill as per the rates provided for in the Schedule – F (Clause 34(i)) of the agreement.

14 **TESTING OF MATERIALS**

14.1 All the required tests as per Technical Specification have to be got conducted at the risk & cost of the contractor, unless specifically mentioned otherwise.

14.2 All necessary tests as per the Contract/CPWD specifications/relevant BIS codes shall be carried out on all the materials whether ISI marked or otherwise. Wherever Contract /CPWD specifications/relevant BIS codes do not specify the frequency of tests, the same shall be carried out as per the directions of the Engineer-in-Charge. Nothing extra whatsoever shall be payable on this account.

15 **Testing at Manufacturer's Place**

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

15.2 Test certificates of the required test carried out at the manufacturer factory shall be submitted to the Engineer in charge from time to time.

SECTION-II

**ITEM RATE TENDER & CONTRACT
FOR WORKS**

SECTION- II

Tender Form

Item Rate Tender & Contract for Works

Name of work: Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati

NIT No. : IISERT/ENGG/Elec/2020-21/03

- (a). Tender(s) to be submitted by (time) 3.00 PM on 12/04/2020 to Engineering In Charge, Indian Institute of Science Education and Research, Tirupati
- (b). Tender(s) to be opened in presence of tenderers who may be present at 3.30 hours on 13/04/2020 in the office of the Engineering In Charge, Indian Institute of Science Education and Research, Tirupati

TENDER

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

I/We hereby tender for the execution of the work specified for the Director of Indian Institute of Science Education and Research Tirupati within the time specified in Schedule 5 (Five) months viz, schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to the Conditions of contract and with such materials as are provided for and in respects in accordance with such conditions so far as applicable.

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

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

has been deposited in Deposit at call Receipt of a Schedule bank/demand draft of a scheduled bank/bank guarantee issued by a Schedule Bank as earnest money. If I/we, fail to furnished the prescribed performance guarantee within prescribed period, I/we agree that the said Director Of Indian Institute of Science Education and Research Tirupati (IISER-Tirupati) 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 Tirupati (IISER-Tirupati) 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 tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in Schedule ‘C’ and those in excess of that limit at the rates to be determined in accordance with the provision containing in the clause 12.2 & 12.3 of the condition of contract.

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 Tirupati.

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, Tirupati 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

Tirupati

Signature.....

.....

Dated.....

Designation.....

SECTION – III
GENERAL CONDITIONS OF CONTRACT

**INDIAN INSTITUTE OF SCIENCE EDUCATION AND
RESEARCH TIRUPATI**
(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. Applicable for Item Rate Tender only
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.

In case the lowest tendered amount (worked out on the basis of quoted rate of Individual items) of two or more contractors is same, the such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections/sub heads as the case may be, but the revised quoted rate of each item of schedule of quantity for all sub sections/sub heads should not be higher than their respective origin original rate quoted already at the time of submission of tender. The lowest tender shall be decided on the basis of revised offer.

If the revised retendered amount (worked out on the basis of quote rate of individual items) of two or more contractors received in revised offer is again found to be equal, then the lowest tenderer, among such contractors, shall be decided by draw of lots in the presence of Registrar IISER Tirupati, Engineer in charge lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit

revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50% of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items), refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each lowest contractors.

Contractor, whose earnest money is forfeited because of non-submission of revised offer, or quoting higher revised rate(s) of any item(s) than their respective original rate quoted already at the time of submission of his bid shall not be allowed to participate in the re-tendering process of the work.

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 no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items

and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

- 10A In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender for Item containing item rates is liable to be rejected. Percentage quoted by the contractor in Rate percentage rate tender shall be accurately filled in figures and words, so that there is no Tender only discrepancy.
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 be 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.
- 12A In Percentage Rate Tender, the tenderer shall quote percentage below /above (in figure as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and same should be written in the figures as well as in Words in such a way that no interpolation is possible. 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 2.15P' and in case of words, the word 'Rupees' should be precede and the word 'Paise' should be written at the end.
13. (i) 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 scheduled C. 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 2.50 % of the tendered value 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. The contractor shall give a list of IISER employees, if any, related to him.
16. 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.

17. The contractor shall submit list of works which are in hand (progress) in the following form:

Name of work	Name of client & particulars of works being executed	Value of work In Rs.	Position of works in progress	Remarks

(ii) CONDITIONS OF CONTRACT

Definitions:

- 1 The **contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Director, Indian Institute Of Science Education and Research Tirupati and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- 2 In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them :-
 - i). The expression **works** or **work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii). The **Site** shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii). The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv). The **Director**, Indian Institute of Science Education and Research Tirupati means his successors also.
 - v) The **Engineer-in-Charge** means Engineer/Officer either from IISER, Tirupati or consultant notified by The Director (IISER, Tirupati) who shall supervise and be in-charge of work and who shall act on behalf of the Director, IISER for execution of contract.

- vi) **IISER** means Indian Institute of Science Education and Research Tirupati, or his authorized representative.
- vii) **Accepting Authority** shall mean the authority mentioned in Schedule 'C'.
- viii) **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by IISER Tirupati of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to IISER-Tirupati's faulty design of works.
- ix). **Market Rate** shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus the percentage mentioned in Schedule 'C' to cover, all overheads and profits.
- x). **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the CPWD Delhi schedule of rates mentioned in Schedule 'C' hereunder, with the amendments thereto issued up to the date of receipt of the tender.
- xi). **Department** means Indian Institute of Science Education and Research Tirupati. (IISER Tirupati)
- xii). Specifications means the specifications contained in tender documents, GENERAL SPECIFICATIONS for HEATING, VENTILATION & AIR-CONDITIONING (HVAC) WORKS (2017), technical specifications as applicable.
- xiii). **Tendered Value** means the value of the entire work as stipulated in the letter of award.
- xiv) **Date of commencement of work: The date** of commencement of work shall be the date of start as specified in schedule "C" or the first date of handing over the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.

Xv) Director IISER TIRUPATI , Registrar IISER Tirupati and Engineer In-charge shall bear all the decisionary and financial power of pertaining to Name of Work: : **Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati**

NIT No. : IISERT/ENGG/Elec/2020-21/03

- 3 Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
- 4 Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
- 5 The contractor shall be furnished, free of cost one certified copy of the contract documents except

standard specifications. Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract

- 6 The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.
7. The contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion of the works.
8. The several documents forming the contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General conditions.
- 8.1. In the case of discrepancy between the schedules of quantities, the specifications and or the drawings, the following order of preference shall be observed.
 - (i) Description of schedule of Quantities
 - (ii) Technical specification and Special Condition, if any.
 - (iii) C.P.W.D. Specification
 - (iv) Indian Standard Specifications of B.I.S.
- 8.2 If there are varying or conflicting provision made in any one document forming part of the contract, the Accepting Authority shall be deciding authority with regard to the intention of the documents and his decision shall be final and binding on the contractor.
- 8.3 Any error in the description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the contract or release the contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
9. The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall within one month from the stipulated date of start of the work, sign the contract consisting of:-
 - (i) The notice inviting tender, all the documents including drawings if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - (ii) Standard Form Consisting of followings

- (a) NIT, Work order
 - (b) Item rate tender form & Contract for worker.
 - (c) General Rules and Directions
 - (d) Condition of contracts
 - (e) Clauses of contracts, Safety code & Contractors labour regulations
 - (f) Proforma of agreement
 - (g) Proforma of Schedule A to C
 - (h) Special Condition of contracts
 - (i) Technical specifications
 - (j) All correspondence between the parties till award of contract
- (iii) Till such time contract agreement is signed between the parties, all the documents mentioned Sr. 9 (i), 9 (ii)- (a to j) above shall be binding on the contractor.
- (iv) No payment for the work done will be made unless contract is signed by the contractor.

(iii) CLAUSES OF CONTRACT SAFETY CODE AND LABOUR REGULATIONS

The Clauses of Contract, safety code to be followed and the labour regulations to be adhered to, are as per the **CPWD General Conditions of contract 2014** with corrections as applicable up to date. The clauses of contract as as given in the mentioned GCC 2 (iii), the safety code as given in the 2 (v) and labour regulations in 2 (vii). The schedules from A to C applicable in addition to the GCC are given in this tender document as proforma of Schedules.

In addition to all the safety code as mentioned above, the general safety rules as per the Indian Electricity Act are to be followed.

(vii) Form of Performance Security (Guarantee)

Bank Guarantee Bond

1. In consideration of the Director IISER Tirupati (hereinafter called “IISER- Tirupati”) 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 Tirupati an amount not exceeding Rs-----.(Rupees -----only) on demand by IISER Tirupati

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 Tirupati 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 Tirupati 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 Tirupati 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 Tirupati 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 Tirupati that the IISER Tirupati (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 Tirupati 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 Tirupati or any indulgence by the IISER Tirupati 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 Tirupati in writing.
8. This guarantee shall be valid up to-----unless extended on demand by the IISER Tirupati. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs----- (Rupees-----only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

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

(viii) Proforma of Agreement

ARTICLE OF AGREEMENT is made at Tirupati on the day of..... 2020 between Indian Institutes Of Science Education and Research Tirupati, (IISER Tirupati) (Herein after referred to as the employer which expression shall includes its successors and assigns where the context so admits) of the one part and -----

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

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

AND WHERE AS the contractor has deposited a Sum of Rs.-----

----- With employer as security for the due performance of this agreement as provided in the said Conditions.

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

- (a) In consideration of the payments to be made to him as herein after provided the contractor shall upon and subject to the condition herein contained and the said conditions executed and complete the work shown upon the said drawings and such further detailed drawings which may be furnished to him and described in the said specifications and the said priced schedule of quantities within ----- from the date of order to commence the work.
- (b) The employer shall pay to the contractor such sum that shall become payable hereunder at the times and in the manner specified in the said conditions.

- (c) Time is essence of this agreement and the contractor agrees to pay compensation for delay as per Clause 2 of general Condition of Contract.
- (e) The documents mentioned below under (g) shall form the basis of this agreement and the decision Engineer or the Engineers in Charge, in reference to all matters of dispute as to material and workmanship shall be final and binding on both the parties.
- (f) The employer through the Engineer-in-Charge reserves to himself the right of altering the drawings and the adding to or omitting any items of works or of having portions of the same carried out departmentally or otherwise and such alterations or variations shall not violate agreement.
- (g) This agreement comprises the work said above and the entire subsidiary work connected there with, even though work may not be shown on the drawings or described in the said specifications or the priced schedule of quantities.

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

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

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

Signed by for and on behalf of the employer.

Engineering In charge

Witness (1)-----

Witness (2) -----

Signed by the said contractor

Address----- Witness (1)-----

Countersigned Witness (2)-----

(IX) PROFORMA BANK GUARANTEE IN LIEU OF BID SECURITY

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

Ref.....

Date.....

Bank Guarantee No.....

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

Dear Sir,

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

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

Wish to participate in the said tender for the following:

- 1 _____
- 2 _____
- 3 _____

Whereas it is a condition in the tender documents that the tenderer has to deposit Bid Security with respect to the tender, with Indian Institute of Science Education & Research, Tirupati amounting to Rs..... or alternatively the tenderer is required to submit "Bank Guarantee" from a nationalised bank irrevocable and

operative till 28 days after the validity of the offer. (i.e. 120 days from the date of opening of tender), for the like amount which amount is likely to be forfeited on the happening of contingencies mentioned in the tender documents. And whereas the tenderer desires to secure exemption from deposit of Bid Security and has offered to furnish a Bank Guarantee for a sum of Rs..... to the IISER, Tirupati for the purpose of securing exemption from the deposit of Bid Security.

1. NOW THEREFORE, we the Bank, a body corporate constituted under the Banking Companies (Acquisition and Transfer of undertakings) Act 1969 and having a branch office at..... (hereinafter referred to as the Bank") do hereby undertake and agree to pay on demand in writing by the IISER, Tirupati the amount of Rs..... (Rupees.....) to the **Indian Institute of Science Education & Research, Tirupati** without any demur, reservation or recourse.

2. We, the aforesaid Bank, further agree that the IISER, Tirupati shall be the sole judge of and as to whether the tenderer has committed any breach or breaches of any of the terms and conditions of the tender and the extent of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Tirupati on account thereof the extent of the bid security required to be deposited by the Tenderer in respect of the said Tender document and the decision of the IISER, P Tirupati that the Tenderer has committed such breach or breaches and as to the amount or amounts of loss, damage, costs, charges and expenses caused to or suffered by or that may be caused to or suffered by the IISER, Tirupati shall be final and binding on us.

3. We, the said Bank further agree that the Guarantee herein contained shall remain in full force and effect until it is released by the IISER, Tirupati and change in the constitution, liquidation or dissolution of the Tenderer shall not discharge our liability guaranteed herein.

4. It is further declared that it shall not be necessary for the IISER, Tirupati to proceed against the Contractor before proceeding against the Bank and the Guarantee herein contained shall be enforceable against the Bank notwithstanding any security which the IISER, Tirupati may have obtained or shall obtain from the Contractor at the time when proceedings are taken against the Bank for whatever amount may be outstanding or unrealized under the Guarantee.

5. The right of the IISER, Tirupati to recover the said amount of Rs..... (Rupees) from us in manner aforesaid will not be affected or suspended by reason of the fact that any dispute or disputes have been raised by the said M/s..... (Tenderer) and/or that any dispute or disputes are pending before any authority, officer, tribunal or arbitrator(s) etc.

6. Notwithstanding anything stated above, our liability under this guarantee shall be restricted to Rs.....(Rupees.....) and our guarantee shall remain in force up to..... and unless a demand or claim under the guarantee is made on us in writing within three months after the aforesaid date i.e. on or before the all your rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Date.....

place.....

(Signature)_____

(Printed Name)_____

(Designation)_____

(Bank's Common seal _____

(Authorisation No.)_____

In the presence of:

Witness

1)_____

2)_____

Accepted

(Signature of the Officer)

For and on behalf of the

INDIAN INSTITUTE OF SCIENCE
EDUCATION AND RESEARCH,
TIRUPATI.

APPENDIX (xv) -CLAUSE 25

APPENDIX XV Notice for appointment of Arbitrator [Refer Clause
25]

To
The Chairman
Building and Works
Committee IISER Tirupati.

Dear Sir,

In terms of clause 25 of the agreement, particulars of which are given below, I/we hereby give notice to you to appoint an arbitrator for settlement of disputes mentioned below:

1. Name of applicant
2. Whether applicant is Individual/Prop. Firm/Partnership Firm/Ltd. Co.
3. Full address of the applicant
4. Name of the work and contract number in which arbitration sought
5. Name of the Division which entered into contract
6. Contract amount in the work
7. Date of contract
8. Date of contract Date of initiation of work
9. Stipulated date of completion of work
10. Actual date of completion of work (if completed)
11. Total number of claims made
12. Total amount claimed
13. Date of intimation of final bill (if work is completed)
14. Date of payment of final bill (if work is completed)
15. Amount of final bill (if work is completed)
16. Date of request made to SE for decision
17. Date of receipt of SE's decision
18. Date of appeal to you
19. Date of receipt of your decision.

Specimen signatures of the applicant

(only the person/authority who signed the contract should sign)

I/We certify that the information given above is true to the best of my/our knowledge. I/We enclose following documents.

1. Statement of claims with amount of claims.
- 2.

Yours faithfully

Copy in duplicate to:
Engineer in Charge.

(v) **PROFORMA OF SCHEDULES**

(Operative Schedules to be supplied to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities

Enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S.No	Description of item	Quantity	Rates in figures & words at which the material will be charged to the contractor	Place of issue
1	2	3	4	5
	NIL			

Tools and plants to be hired to the contractor

S.No	Description	Hire charges per day	Place of issue
1	2	3	4
	NIL		

Extra schedule for specific requirements/document for the work, if any. -- NIL—

Reference to General Conditions of contract.-

NAME OF WORK: Supply, Installation, Testing and Commissioning of Electrical System to receive and Distribute power from HT line at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpada Mandal, Tirupati

NIT NUMBER : IISERT/ENGG/Elec/2020-21/03

Estimated cost put to tender : **Rs. 22.70 Lakhs**

(i) Earnest money : **Rs. 45,400/-**
(to be returned after receiving performance guarantee)

- (ii) Performance Guarantee : 5% of tendered value.
- (iii) Security Deposit : 2.5 % of tendered value.

SCHEDULE ‘C’

GENERAL RULES & DIRECTIONS:

Officer inviting tender Superintending Engineer, IISER TIRUPATI

Maximum percentage for quantity of items of work to be executed beyond which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See below

Definitions:

- 2(v) Engineer-in-Charge : Executive Engineer (E) , IISER Tirupati
- 2(viii) Accepting Authority : The Director, IISER,
Tirupati
- 2(ix) Percentage on cost of materials and labour : 15%
to cover all overheads and profits
- 2(x) Standard Schedule of rates : CPWD Delhi Schedule of Rates (E&M)
2018
- 2(viii) Department : Indian institute of Science Education
& Research, IISER, Tirupati
- 2(ix) Standard contract Form Item rate tender form & Contract of works

Clause 1

- (i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance 7 days
- (ii) Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above 7 days

Clause 2

Authority for fixing compensation under clause 2. The Director Indian institute of Science Education & Research, IISER Tirupati.

Clause 2 A

Whether Clause 2A shall be applicable Yes Applicable

Clause 5

Number of days from the date of issue of letter of award works for reckoning date of start 3 days

Mile stone(s) as per table given below:-

S.No	Description of Mile Stone (Physical)	Time allowed in days/months (From date of start)	Amount to be with-held in case of non-achievement of Milestone

Authority to decide:

- (i) Extension of time SE , IISER Tirupati.
- (ii) Rescheduling of mile stones Engineer in charge
- (iii) Shifting of date of start in case of delay in handing over of site: Engineer in charge.

Clause 6, 6 A

Clause applicable – (6or 6A) 6A

Clause 7

Gross work to be done together with net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment Rs. 10.00 Lakhs

Clause 10

List of testing equipment to be provided by the contractor at site lab.

To be arranged by the agency as per work requirement.

Clause 10 B

Whether Clause 10 B shall be applicable NOT Applicable

Clause 10 C

Component of labour expressed as percent of value of work = Not Applicable

Clause 10 CA

NOT Applicable

CLAUSE 10 CC

NOT APPLICABLE

Clause 11

Specifications to be followed
execution work

- 1) Technical specification given in for Tender documents.
- 2) CPWD Specifications for HVAC works latest version
- 3) Indian Standard Specification
- 4) Manufactures specification
- 5) Engineer In charge decision.

Clause 12

Type of work Project and original work

12.2 & 12.3 Deviation Limit beyond which clauses (±) 30 %
12.2 & 12.3 shall apply for building
Super structure work & other Associated Electro-
mechanical works

12.5 (i) Deviation Limit beyond which clauses (±) 100%
12.2 & 12.3 shall apply for foundation work

Clause 16

Competent Authority for deciding SE, Indian institute of Science reduced rates
Education &. Research, IISER Tirupati

Clause 18

List of mandatory machinery, tools & plants -NIL To be
deployed by the contractor at site at his cost:

Clause 25

Constitution of Dispute Redressal committee will be as constituted by Director, IISER Tirupati.

Clause 34 (i)

Requirement of Technical Representative(s) and recovery rate to be affected from Contractor bill for non-deployment of technical staff at site of work:

S.No	Technical Representative(s)	Qualification & Discipline of the Technical representative(s)	Minimum Experience of the Technical representative(s)	Minimum Numbers to be employed at site	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 34(i)	
					Figure	Words
1	Project Manager (Full duration of project)	BE Mechanical	7 years	1	40000	Forty thousand only

Note:

- (1) Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers.
- (2) Diploma holder with minimum 10 year relevant experience with a reputed construction co. can be treated at par with Graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50% of requirement of degree engineers.
- (3) The Technical Representative to be deployed from the 7th day of receipt of work order and available at site.

VOLUME II

SCOPE OF WORK & TECHNICAL SPECIFICATIONS

TECHNICAL SPECIFICATIONS and SCOPE

1. Following are the Ratings & quantities of AC's to be supplied, Installed & Commissioned 1.5Ton & 2 Ton , 5 star rated split AC's.
 2. Supplied AC's shall have Copper Evaporator & Condenser coils.
 3. Evaporator & Condenser coils fins should have formal portative coating (blue coating)
 4. Supply of Suitable powder coated MS /GI stands for outdoor unit fixing along with hardware like cadmium coated/GI/SS is in bidder scope.
 5. Miscellaneous items required for installation of AC units including but not limited to copper pipes of required sizes for inlet & Out let lines, Redo flex insulation for inlet & out let line required additional extra length more than standard length to be provided wherever required (approx. 10% of total quantity supplied, Gauge, Cable ties, UV Proof plastic ribbon, 4CX 2.5 sq mm copper cable (FR/FLRS).
 6. Installation of suitable length drain pipe is in Bidder scope of supply.
 7. One year warranty shall be given to the AC's Units.
 8. 5 Years warranty for split AC compressors shall be given.
 9. Air-conditioner should have ECO friendly Refrigerant gas R410A or R32.
 10. The noise levels in conditioned occupied spaces due to all Air conditioning equipment will not exceed 40 DB.
1. Providing and fixing wall mounted ODU stand for split air conditioning and all accessories etc.
 2. The Split AC Indoor Unit plug top shall have ISI mark.

Installation Part (Bidder's scope)

1. Installation & Commissioning of AC's in-door unit with standard vacuum machine.
2. Supply and fixing of stands for in-door and out-door unit including necessary hardware, tools and tackles.
3. All Minor civil works like making opening in walls and fishing of the same are in the scope of agency and nothing extra is payable.
4. Commissioning report duly signed by Vendors representative & IISER Tirupati
5. Warranty period three free service & in case of any breakdown necessary repair works /rectification to be done with-in 10 days period.
6. Necessary documentation for arranging gate pass.

Additional Conditions

1. The work shall be generally carried out in accordance with tender specifications and the following specifications / rules: CPWD General Specification for Heating Ventilation Air Conditioning 2017. CPWD General Specification for electrical work Part –I Internal – 2013 CPWD General Specification for electrical work part-II amended upto date.
2. All the debris due to the electrical works shall be removed from the site by the Contractor as soon as the work is completed.
3. Approval of the Engineer-in-charge shall be taken well in advance for the materials to be used in the work by the contractor.
4. The contractor has to make his own arrangement for stores and watch and ward and no extra claim on this account will be entertained.
5. The contractor has to make his own arrangements at his own cost for all the general and special T&P required on this work.
6. All tendered rates shall be inclusive of all taxes & levies payable under respective states, GST or any other tax on material in respect of the contract shall be payable by the Contractor & Government will not entertain any claim whatsoever in respect of the same.
7. All equipments supplied and installed shall be covered by warranty for 12 months effective from the date of acceptance against defective workmanship and materials. If any equipment is found to be defective due to faulty workmanship, faulty materials, faulty design or inferior quality of materials during the warranty period it shall be repaired and / or replaced at site free of charge by the successful tenderer at his own cost. The warranty shall cover consequential damages to the equipments supplied and installed by the tenderer due to poor workmanship or defective materials. All repairs shall be done promptly within a reasonable period.
8. The materials used in the work shall be of approved makes as per Annexure-A.
9. The contractor should purchase the materials to be used in the work directly from the authorized dealer /manufacturer and the contractor should preserve the proof of the same. i.e. delivery challan / pro forma invoice / bill ,etc. till the completion of work and has to produce the same in case the Engineer-in- charge demands for, to check the genuinely of the materials.
10. The work should be carried out at Permanent Campus, Indian Institute of Science Education & Research Tirupati, Yerpedu Mandal.
11. Statutory deduction of CESS 1% and IT 2% shall be recovered from the bills to be payable to the contractor.

LIST OF APPROVED MAKES OF MATERIALS

Name of Work: - Supply, Installation and Commissioning of Split AC units at IISER TIRUPATI Main Campus, Jangalapalli Village, Yerpadu Mandal, Tirupati.

Sl. No	Description ofItem	Approved Makes
1	Split AC Units	Daikin/Hitachi/Mitsubishi/O General
2	Out door Stands	ISI Brand as approved by Engineering Incharge
3	Extra CopperPipe	MANDEV/ Rajco/Hariom/ MET TUBE
4	Any other Item in Tender	Should take prior approval from Engineering Incharge before Purchase.

Volume III – Financial Bid

BOQ

Name of Work: Supply, Installation & Testing commissioning of Split AC units at IISER Tirupati Main campus, Andhra Pradesh.

S.No.	Description of the Item	Qty	UOM	Rate	Amount
1.0	<p>Supplying, Installation, testing and commissioning of 5 Star, BEE rated (nominal capacity) Air-cooled split type AC unit along complete with indoor unit (IDU), Outdoor unit (ODU), surface / concealed copper Refrigerant piping with insulation (EP Foam pipe section) up to 5 Mtr. (IDU to ODU) copper power cable up to 5 Mtr. (at least 3CX 2.5 Sqmm, PVC Insulation, FRLS copper wire) (IDU to ODU), R-32/R-410 Refrigerant , PVC drain pipe (dia 15mm) Remote, suitable for , controls suitable to operate on 230 Volts 50 Hz AC supply etc. complete as required including voltage stabiliser of suitable rating to give constant output of 230V for input range of 180 V to 260 V with time delay, high/low cut off, meter to read input and output voltages, ON/OFF switches etc. as required. Quoted price shall include cost of wireless remote controller, cooling thermostat, refrigerant filling with ODU stand. Unit shall be provided with auto timer setting.</p> <p>Minimum filtration to be PM 2.5, Condenser coils should be of copper tubes and hydrophilic type protective aluminium fins. Unit should have a feature of automatic filter cleaning arrangement. As per technical specifications with all the necessary mounting accessories as required for complete installation. The noise level of HI- Wall indoor unit shall not be more than 40 dBA at 1 m distance. Unit should be compatible with central control system for major operating features like temp setting, on /off programming & scheduling etc</p>				
1.1	1.5 TR SPLIT AC UNITS	30	Each		
1.2	2.0 TR SPLIT AC UNITS	10	Each		

2.0	Extra for providing Copper Pipe beyond the standard 5Mtr length with standard insulation covered in item 1 above (Size of copper piping should be as per OEM Recommendation)				
2.1	for 1.5 Ton AC Unit	35	Metre		
2.2	for 2 Ton Ac unit	10	Metre		
Total in Rs					

Note: 1. The rates quoted shall be inclusive of GST (@12% for works contract) and all other taxes, labour, tools and tackles. Nothing extra is payable.

2. Recovery towards labor Cess , income tax, security deposit will be deducted from bills payable as per rules in vogue.