



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

E -Tender Notice.

Ref: 02/IISERT/ENGG/2022-23

Date: 23.09.2022

Online tenders are hereby invited in **one cover system** from Indian Nationals for the **Disposal of wastewater from septic tank at IISER Tirupati permanent campus.** Bidders can download complete set of bidding documents from e-procurement Platform <https://eprocure.gov.in/eprocure/app> from 23.09.2022 onwards. Bidders need to submit the bids online by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>

Last Date/ Time for receipt of bids through e-procurement is: 06-10-2022 up to 15:00 Hrs

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: <https://eprocure.gov.in/eprocure/app> and www.iisertirupati.ac.in/tenders

CRITICAL DATE SHEET

Online Publication & Tender Document Download Date & Time	23/09/2022, 15:00 Hrs
Bid Submission Start Date & Time	29/09/2022, 15:00 Hrs
Bid Submission End Date & Time	06/10/2022, 15:00 Hrs
Technical & Financial bid Opening	07/10/2022, 15:30 Hrs



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

E-Tender-Notice.

Name of Work	Disposal of wastewater from septic tank at IISER Tirupati permanent campus
Tender Notification No	02/IISERT/ENGG/2022-23
Date	23/09/2022
Estimated Cost	Rs. 19.20 Lakhs
Tender Fee Amount	Rs. 500/-
Last Date & Time of submission of Tender	06/10/2022 up to 15:00 Hrs
Address for submission of Tender	On-line mode
Contact Details	Engineering Department. INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Email: engineering@iisertirupati.ac.in
Date & Time of opening of bid	07/10/2022 @ 15:30 Hrs

Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app>.

1. Possession of valid Digital Signature Certificate (DSC) and enrolment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
2. Bidder should register for the enrolment in the e-Procurement site using the “Online Bidder Enrolment” option available on the home page. Portal enrolment is generally free of charge. During registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
3. Bidder need to login to the site through their user ID / password chosen during enrolment / registration.
4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on e-Token / Smartcard, should be registered.
5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
8. Any clarifications may be sought online through the tender site, through the contact details, if any. Bidder should take into account the corrigendum if any published before submitting the bids online. The bidder is requested to submit their questions/queries/ clarifications by email, if any. Bidders can send queries on their letter head referring tender number on e-mail address engineering@iisertirupati.ac.in before 27.09.2022 up to 17:00 Hours.
9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the eToken / Smartcard to access DSC.
10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the ‘my tenders’ folder.

11. From my tender folder, he / she may select the tender to view all the details uploaded there.
12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
14. The bidders can update well in advance, the documents such as certificates, annual report details etc., under “My Space option” and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of b i d s .
15. Bidder should submit the Tender Fee as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. **TENDER FEE & EMD EXEMPTION:**
 - (a) **Tender Fee of Rs. 500/- (Rupees five hundred only)** should be submitted ECS (Bank transfer / NEFT / RTGS) in favour of INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH TIRUPATI.
 - (b) **Bank A/c Details for crediting Tender Fee:**
Name: INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati
Bank: State Bank of India, Korlagunta Branch
Account No: **35029946671**
IFSC Code: SBIN0001901
 - (c) Micro and Small Enterprises (MSEs) firms as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or the firms registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy & Promotion (DIPP), are exempted from Tender fee/EMD. However, they have to enclose valid self-attested registration certificate(s) along with the tender to this effect.
 - (d) The bidders who seeks exemption from Tender fee/ EMD as per clause no. (c) above, if they withdraw or modify their bids during the period of validity, or if

they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of three years or as decided by the competent authority from being eligible to submit bids for contracts with the entity that invited the bids.

- (e) **EMD:** All other bidders other than clause (c) should submit an EMD of Rs. 38,400/- in the form of DD/ NEFT /RTGS.
 - (f) No interest will be paid on the EMD/ Performance /Security deposited / remitted.
 - (g) The bidders will have to upload scanned copy of payment details towards Tender fee and the same will be accepted only on verification and confirmation by the Institute. Any delay in credit will not be entertained by the institute.
17. The financial bid (price bid) i.e. bill of quantity (BOQ) will be opened online by a committee of members and the result will be displayed on the www.eprocure.gov.in be seen by all bidders who participated in the tender.
 18. **Time period: 90 days** from the date of issue of commencement order.
 19. **Contractors are advised to inspect and examine the site of work and its surroundings before submitting the tenders.**
 20. Tenders shall submit copy of their registration.
 21. The contractor shall not sub-contract the work to sub-contractors or to any single sub-contractor.
 22. The successful contractor shall provide a performance guarantee valid upto the completion of work, for his proper performance of the contract within 7 (seven) days from the date of receipt of letter of award. The performance Security shall be in the form of FD/Call Deposit to be pledged in favour of the **Director, INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati**. In case the Performance Security is in the form of Bank Guarantee the same is to be sent to the **Director** in sealed envelope directly by the issuing Bank along with the forwarding letter indicating BG No. purposed of the BG, etc. The amount of the security shall be **5 %** of the contract price. The performance security shall be valid until the contractor has executed and completed the works in accordance with the contract. The performance guarantee shall be returned to the contractor within 7 days from the date of successful completion of work. If the contractor fails to perform the work as per terms and conditions of the contract, the performance security shall be forfeited.
 23. If during the execution of the work the contractor encounters physical obstructions or physical conditions other than climatic conditions on the site, which obstructions or conditions were in his reasonable opinion not foreseeable by the contractor, the contractor shall forth with give notice thereof to the Engineer-In Charge, IISER. On receipt of such notice, in his opinion feel that such obstructions/conditions could not have been reasonably foreseen by the contractor, after due consultation with the contractor determine any extension of time with no financial bearing to which the contractor is entitled.

24. The successful agency shall nominate an in-charge for this service and his contact details (Mobile number/Email Id) should be communicated and the service should be available round the clock 24x7 and should be rendered within three hours from the time of making the request, the request mode shall be through Telephonic Call, WhatsApp message, SMS, or E-mail.
25. The agency shall be liable for a penalty of Rs.1000/- for delay every hour beyond three hours from the time of making the request, the penalty shall not exceed Rs.10000/-. In case of no-response from the in-charge post making the request, a show cause notice will be issued and if the reason is found unsatisfactory, the contract will be terminated immediately and the agency shall be blacklisted from IISER Tirupati for the next 3 years. The cancellation of letter of award would lead to forfeiture of performance security.
26. The damages such as overflowing of sewage, spillage of sewage while carting out the sewage, etc. incurred to the institute due to the non-lifting or improper lifting of the sewage post making the request, shall be rectified at the contractor's cost.
27. The agency shall maintain a register and duly get the signature from the Institute representatives for the trips and quantity carried out from the Institute premise, whenever the service is rendered. This document will become part of the bill for release of payment.
28. The agency shall consolidate the service rendered as per the duly signed register and raise bill for payment for the service rendered at the end of every fortnight/month.
29. The Institute will no way be responsible for the contractor's actions for dumping the effluent at an objectionable place without getting necessary approval from the civic authorities. All legal proceeding and liquidity damages faced by the institute for the contractor's action, shall be borne by the contractor
30. Parties to submit PAN Card.
31. Parties to submit GST Registration.
32. Any deviation of quantity in the scheduled items during execution shall be intimated to the Institute before taking up the work.
33. **Rates once accepted will not be enhanced due to variation in the rate of materials, labour and government taxes. Nothing extra payable.**
34. No tools, plants or manpower will be supplied by the Institute for any purpose.
35. No materials will be supplied by the Institute.
36. Any dispute arising out of the contract shall be settled by the Engineer-in-charge, IISER.
37. The specifications and mode of measurement for all the works shall be in accordance with the tender conditions.
38. In the event of responsive parties quoting same rates, the Institute reserves the right to allot the work to the bidder having higher credentials in terms of turnover, similar work experience, etc.

39. The Institute reserves the right to accept or reject any or all tenders without assigning any reason thereof.
40. All the above requirements are compulsory for fulfilment as part of the tenders failing which tenders will be rejected.
41. All documents, registrations should be valid as on the date of tender.
42. GST as applicable will be deducted from the bills of the contractor.
43. The Party shall be responsible for the safety and wellbeing of all its workmen/employees during the period of execution of the work. The party shall provide all safety materials, gadgets, equipment's etc., to all its workmen/employees to ensure their safety during execution of the work. The Institute shall not be held responsible in case of any accidents, mishaps etc. to the party and its employees.
44. If any statutory tax/deduction/recovery is notified by the State/Central Govt, the same shall be deducted from the bill of the contractors as applicable from its effective date of coming into force.
45. The party who is allotted with the work, will have to sign on the measurement book as a token of acceptance of the measurement.
46. Conditions on strict adherence to covid safety protocols and precaution measures.
47. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
48. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
49. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
50. The bidder has to upload the relevant files required as indicated in the cover content.
In case of any irrelevant files, the bid may be rejected.
51. **Price Bid**
If the price bid format is provided in a spread sheet file like BoQ_XXXXX.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Priced-bid / BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
52. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay

or the difficulties faced during the submission of bids online by the bidders.

53. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.
54. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
55. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
56. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
57. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128-bit encryption technology. Data storage encryption of sensitive fields is done.
58. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
59. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallel for any further queries, the bidders are advised to contact over phone: **0120-4200462, 0120-4001002** or send an E-mail to cppp-nic@nic.in

60. **Technical Eligibility Criteria**

Eligibility Criteria for Work Experience.

To become eligible for participating in the bid process the bidders shall satisfy the following Criteria

The Bidders should have a valid GST registration.

Bidder should have had average financial turnover (Gross) of at least **Rs 9.6 Lakhs** during the immediate last three consecutive years’ balance sheets duly audited by Chartered Accountant

Bidder should not have incurred any loss (profit after tax should be positive) during the immediate last three consecutive financial years ending 31st March, 2022, duly certified and audited by the Chartered Accountant.

Bidder should submit an Undertaking that his firm has not been declared insolvent, and has not been blacklisted by any organisation during the preceding 3 y e a r s .

Bidder should have Solvency of Rs. 7.7 lakh certified by a Scheduled Bank and obtained not earlier than 6 months before the date of submission of bid.

Check List of documents to be submitted along with the tender:

1. Copy of Registration.
2. Pan Card.
3. GST Registration certificate.
4. Undertaking that firm has not been declared insolvent, and has not been blacklisted by any organisation during the preceding 3 years.
5. Solvency certificate issued within the last 6 months or having validity till closing date of tender.



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

**: Disposal of wastewater from septic tank
at IISER Tirupati permanent campus**

Name of work

Estimated Value of work : Rs 19.2 Lakh

Tender Enquiry No : 02/IISERT/ENGG/2022-23

Completion Time : 90 days



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

NOTICE INVITING TENDER

01.	Name of work	Disposal of wastewater from septic tank at IISER Tirupati permanent campus
02.	Estimated Cost	Rs. 19.2 Lakh
03.	Tender Fee	Rs. 500/-
04.	Completion Time	90 Days
05.	Last Date and Time for submission of E-Tender	06-10-2022 @ 15.00 hours Late bids shall not be accepted.
06.	a) Date and Time of Opening of Technical & financial Bid	07-10-2022 @ 15.30 hours
07	Address for submission of Tender	On-line mode
08	Contact Details	Engineering Department. INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati, Email: engineering@iisertirupati.ac.in
08.	Procedure for submission of Bid	As per the e-bidding procedure.

Name of the Agency

Submitting the tender

Details to be furnished by the Contractor.

S.No	Description / Requirement from the tenderer	Tenderer's response should be clear, firm, complete & legible. If necessary, separate sheet shall be used.	Page No (must be filled)
1	Name & Complete address of the tenderer with contact details:		
2	MSME/NSIC Registration No:		
3	Details of Tender Fee and EMD Payment		
4	Details of Contract Registration with Govt. depts. Class and value (If available)		
5	Details of PAN		
6	GST Registration:		
7	Undertaking of non-blacklisting		
8	Solvency Certificate		

I/We hereby certify that the information furnished above and the attached documents as proof of the information are true and correct to the best of our knowledge.

I/We also authorize the IISER Tirupati or his representative to approach the source of the certificate to verify our competence, if required, for processing the t e n d e r .



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

INSTRUCTION TO TENDERERS

1. The tender value includes cost of loading, Transportation, unloading, manpower, statutory charges if any, Tools and all other related material required for completion of the work.
2. Time is the essence of the contract. The contractor should make all efforts to provide timely service.
3. The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
4. Tender quantity is only approximate and liable for variation without entitling the tenderer to any compensation.
5. Quoted rate shall remain valid for a period of **90 days** from the date of tender opening for the release of work order and will be firm throughout the contract period of **90 days** or till completion of work, once awarded and no cost escalation is allowed on any account.
6. The Institute will no way be responsible for the contractor's actions for dumping the effluent at an objectionable place without getting necessary approval from the civic authorities. All legal proceeding and liquidity damages faced by the institute for the contractor's action, shall be borne by the contractor.
7. Rate quoted shall inclusive of GST. **The Tenderer should be a GST Registered Contractor. If the proof of GST registration is not furnished the tender of the tenderer will not be eligible for opening price bid and become disqualified.**
8. The volume of the vehicle transporting the sewage will be ascertained by the department, and the incidental charges thereto will be borne by the contractor, and in case if multiple vehicles are deployed, the volume shall be ascertained before deploying the same.
9. In case if the vehicles are found rigged to decrease the volume of the vehicle after ascertaining the volume, the contract shall be terminated immediately.
10. The department will ascertain the level of sewage/or any other liquid available in the vehicle prior to loading and post loading of sewage to calculate the quantum of the sewage carted out. The instruments/tools and the manpower support required for the same shall be supplied by the contractor at no additional cost. The levels shall be taken by the contractor in presence of the IISER Tirupati representative and the same

shall be got signed in the register before moving out of IISER Tirupati premise.

11. The rates quoted shall be deemed to be inclusive of all contingencies.
12. The contractor has to furnish the performance bank guarantee of 5% of the tendered value, if the work is awarded.
13. The decision of institute shall be final and binding on the contractor regarding clarification of items in this tender schedule.
14. The agency shall maintain a register and duly get the signature for the trips made from the Institute representatives, whenever the service is rendered, this document will become part of the bill for release of payment.
15. The contractor shall strictly adhere to all the labour laws in force.
16. The contractor shall follow norms of IISER Tirupati security system for movement of men & materials within the campus.
17. Tenderers are requested to furnish the duly filled in E format attached as separate sheet along with a cancelled Cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from IISER Tirupati.
18. No mobilization advance will be given.
19. IISER Tirupati reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
20. Tenders submitted after the due date and time will not be accepted.
21. The contractor's responsibility under this contract shall commence from the date of receipt of the LOI by the tenderer.
22. Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted.
23. Incomplete offers will become liable for rejection.
24. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, IISER Tirupati reserves the right to reject such tender at any stage.
25. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
26. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
27. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be considered.
28. Agency registered with NSIC/MSME is exempted from payment of tender document cost & Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid, any deviation in the certificate on product or

validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.

29. Compensation for Delay:

The successful agency shall nominate an in-charge for this service and his contact details (Mobile number/Email Id) and should be available round the clock 24x7 and the service should be rendered within three hours from the time of making the request, the request mode shall be through Telephonic Call, WhatsApp message, SMS, or E-mail.

The agency shall be liable for a penalty of Rs.1000/- for delay every hour beyond three hours from the time of making the request, the penalty shall not exceed Rs.10000/-. In case of no-response from the in-charge post making the request, a show cause notice will be issued and if the reason is found unsatisfactory, the contract will be terminated immediately and the agency shall be blacklisted from IISER Tirupati for the next 3 years. The cancellation of letter of award would lead to forfeiture of performance security.

30. Arbitration:

Except where otherwise provided for in the contract all questions and disputes relating to the work and instructions hereinbefore mentioned and as to the quality of service provided or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director of IISER Tirupati and if Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Institute is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of IISER Tirupati and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference. The place of arbitration shall be Tirupati.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause. It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute. The arbitrator(s) may from time to time with consent of the parties enlarge

the time for making and publishing the award. The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the Arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

42. Force Majeure clause:

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist. If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by IISER Tirupati subject to prompt notification by the tenderer to IISER Tirupati of the particulars of the events and supply to the IISER Tirupati if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and IISER Tirupati through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the tenderer the LOI is said to have been issued within the validity period and shall be binding on both the

parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to IISER Tirupati. If no such details are mentioned in the offer, then it will be construed that the subject tenderer is not under any such hold. But at a later date if it comes to the notice of IISER Tirupati about any such hold under enforcement on the subject tenderer, IISER Tirupati will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalisation of the subject tender irrespective of the status of the subject tenderer in that tender. Such tenderers will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

GENERAL CONDITIONS OF CONTRACT

1. The general conditions given in the CPWD GCC 2022 to be strictly followed while execution of the work.
2. Permission for erection of temporary work sheds etc., at site is not permitted
3. The works contract to be entered into with the successful tenderer will be governed by the CPWD works Manual 2019 or the latest in force.
4. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.
5. In all matters of dispute, the decision of the Director, INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati & Shall be final and binding on the tenderer / contractor.
6. The power required for work will not be at free of cost. The contractor should ensure safety precautions while handling electrical equipment. Power source will be shown near to the working place. Necessary cables etc. shall be in the scope of contractor. Water, if required, has to be arranged by the contractor as per requirement.

SPECIAL CONDITIONS OF CONTRACT

1. The contractor who has been terminated during the last three years is not eligible to participate in the tender. If tenders are submitted from them, those documents will not be considered for evaluation.
2. **The quantities given in the Bill of quantities of the tender are approximate only, and the institute reserves not to operate the complete BOQ quantity.**
3. During execution of the work, if there is any delay, stoppage of work on any reason, the same shall be recorded by the contractor in the hindrance register, with the signatures of the concerned authorities.

GENERAL SAFETY PRECAUTIONS TO BE FOLLOWED AT WORK SITE DURING EXECUTION

The following safety measures should be strictly adhered to, during execution of works at sites.

1. The safety code as given in the CPWD GCC 2022 to be strictly followed while execution of the work.
2. Ensure non spillage of sewage while carting out, in case they are spilled the same shall be removed and cleaned at the agency's cost.
3. The speed restrictions within the Institute must be strictly adhered to.
4. The work to be executed keeping the campus clean and any dirty area during the execution, it is the responsibility of the contractor to clean the space.
5. All personal protective equipment conforms with standard specification and Contractor including and labour engaged on the work are required to scrupulously adhere to the safety regulations, safety precautions and measurers. Any violation thereof will invite punitive action being taken against them. Also, contractors with frequent violations of safety regulations will not be entrusted with further work in this organization.
6. In the event of any injured/fatal accident for the work men during the course of contract period, the compensation and other medical expenses towards the incident is lies with the contractor. No way is IISER Tirupati responsible.
7. Following the latest developments and restrictions imposed in the country and state in view of the COVID-19, the agency should have strict compliance towards the rules and precautionary measures mentioned in the orders issued by the State Government from time to time. The submission of bids should be in the tender box placed at main gate of Institute. Also, successful agency should ensure all safety precautions, social distancing norms during the execution of work.

MOVEMENT OF VEHICLE

1. The vehicle should not travel at more than 20 kmph in our premises.
2. The Driver of the vehicle must possess valid license and produce on demand by the Security Staff.
3. The driving should 'KEEP TO THE LEFT' at all places.
4. The vehicle should not be parked in road which could obstruct the vehicular traffic.

TERMS AND CONDITIONS REGARDING COMPLIANCE WITH VARIOUS LABOUR LAWS BY THE CONTRACTORS FOR IISER Tirupati

1. The Contractor shall not employ in connection with the work any person who has not completed 18 years of age.

2. The Contractor shall in respect of labour employed by him, comply with or cause to be complied with the following statutory provisions and rules and in regard to all matters provided therein.
 - a) The Contract Labour (Regulation & Abolition) Act 1970
 - b) The Minimum Wages Act 1948 and related Central Rules.
 - c) The Payment of Wages Act 1936 and related Central Rules.
 - d) The Employee's Provident Fund & Miscellaneous Provisions Act 1952.
 - e) The Employees State Insurance Act 1948.
 - f) The Workmen Compensation Act 1923.
 - g) The Industrial Disputes Act 1947.
 - h) The payment of bonus act 1965

And any other law or modifications to the above or to the Rules made thereunder from time to time.

3. The Contractor employing 20 or more workmen is required to obtain license from the authorities (The Deputy Chief Inspector of Factories / Assistant Commissioner of Labour as the case may be). The license shall be amended and / or renewed wherever, there is an increase in the workmen employed by him or in the event of contract being extended or renewed. The Contractor shall inform the license number to the IISER Tirupati Management before taking up the work.
4. The Contractor (Licensed or unlicensed) shall promptly furnish every information and document required by IISER Tirupati authorities for the purpose of fulfilling their obligations as Principal Employer and shall render all necessary assistance for the same.

REGISTERS & RECORDS: -

The Contractor shall maintain all registers and records in the proper manner and as required by the regulations of the various authorities concerned and indemnify the Employer from the consequences due to any inaccurate or faulty documentation on the part of the Contractor.

PAYMENT OF BILLS: -

All payments to be made to the Contractor, under this contract shall be by NEFT or RTGS within a reasonable time, after the certification of bills by the execution department, as per the payment terms mentioned elsewhere in the document.

RECOVERY FROM CONTRACTOR: -

Whenever under the contract, any sum of money, shall be recoverable from or payable by the Contractors, the same may be deducted from or any sum then due or which at any time thereafter may become due to Contractor under the contract or under any other contract with IISER Tirupati or from his Security Deposit or he shall pay the claim on demand.

CANCELLATION OF CONTRACT FOR CORRUPT ACTS: -

IISER Tirupati, whose decision shall be final and conclusive, shall without prejudice to any other right or remedy which shall have accrued shall accrue thereafter to IISER Tirupati cancel the contract in any of the following cases and the Contractor shall be liable to make payment to IISER Tirupati for any loss or damage resulting from any such cancellation to the same extent as provided in the case of cancellation for default,

If the Contractor shall: -

Offer or give or agree to give to any person in IISER Tirupati service any gift or consideration of any kind, as an inducement or reward for doing or for bearing to do or for having done or for borne to do any act, in relation to the obtaining or execution of this or any other contract for IISER Tirupati service,

OR

Enter in to a contract with IISER Tirupati in connection with which commission has been paid or agreed to be paid by him or with his knowledge, unless the particulars of any such commission and the terms of payment thereof have previously been disclosed in writing to IISER Tirupati.

OR

Obtain a contract with IISER Tirupati as a result of ring tendering or by non-bonafide methods of competitive tendering, without first disclosing the fact in writing to IISER Tirupati.

CANCELLATION OF CONTRACT FOR INSOLVENCY ASSIGNMENT OF TRANSFER OR SUBLETTING OF CONTRACT: -

IISER Tirupati, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IISER Tirupati shall cancel the contract in any of the following cases: **If the Contractor,**

- (a) Being an individual or if a firm any partner thereof shall at any time be adjudged bankrupt or have a receiving order for administration of his estate, made against him or shall take any proceedings for liquidation or composition under any bankruptcy Act or assignment of his effects of composition or arrangement for the benefit of his creditors or purport to do so, or if any application made under any Bankruptcy Act for the time being in force for the sequestration of his estate or if a trust deed be granted by him on behalf of his creditors

OR

- (b) Being a Company, shall pass a resolution or the Court shall make an order for the liquidation of its affairs, or a receiver or Manager on-behalf of the debenture holders shall be appointed or circumstances shall arise which entitle the Court or debenture holders to appoint a receiver or Manager,

OR

- (c) Assigns, Transfers, Sub-lets or attempts to assign, transfer or sub-let any portion of

the work without the prior written approval of the IISER Tirupati.

- (d) Whenever IISER Tirupati exercise the authority to cancel the contract under this conditions, IISER Tirupati may have the work done by any means at the Contractor's risks and expenses provided always that in the event of the cost of the work so done (as certified by concerned officer which is final and conclusive) being less than the contract cost, the advantage shall accrue to the IISER Tirupati and if the cost exceeds the money due to Contractor under the contract, the Contractor shall either pay the excess amount ordered by Institute or the same shall be recovered from the Contractor by other means.
- (e) In case the IISER Tirupati carries-out the work under the provisions of this condition the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plants and/or labour provided by the IISER Tirupati with an addition of such percentage to cover superintendence and establishment charges as may be decided by Institute, whose decision shall be final and conclusive.

CANCELLATION OF CONTRACT IN PART OF FULL FOR CONTRACTOR'S DEFAULT:

If the Contractor:

- (a) Makes default in carrying out the work as directed and continues in that state after a reasonable notice from Institute or authorised representative.
- (b) Fails to comply with any of the Terms and Conditions of the contract or after reasonable notice in writing with orders properly issued there under.
- (c) IISER Tirupati may without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to IISER Tirupati, CANCEL the contract as whole or

in part thereof or only such work order or items of work in default from the contract. Whenever IISER Tirupati exercise the authority to cancel the contract as whole or part under this condition IISER Tirupati may complete the work at the contractor's risk and cost (as certified by Concerned officer, which is final and conclusive) being less than the contract cost, the advantage shall accrue to the IISER Tirupati. If the cost exceeds the moneys due to the Contractor under this contract the Contractor shall either pay the excess amount ordered or the same shall be recovered from the Contractor by other means. In case the IISER Tirupati carries out the work or any part thereof under the provisions of the conditions the cost to be taken into account in determining the excess cost to be charged to the Contractor under this condition shall consist of the cost of the materials, hire charges of tools and plant and/or Labour provided by the IISER Tirupati with an addition of such percentage to cover the superintendence and establishment charges as may be decided by the concerned officer, whose decision shall be final and conclusive.

TERMINATION OF CONTRACT ON DEATH OF CONTRACTOR: -

without prejudice to any of the rights or remedies under this contract, if the Contractor dies, or if the firm is dissolved or the company is liquidated, IISER

Tirupati shall have the option of terminating the contract without compensation to the Contractor.

SPECIAL POWER TO TERMINATION: -

If at any time after the award of contract, IISER Tirupati shall for any reason whatsoever not require whole or any part of the work to be carried out the Officer concerned shall give notice in writing of the fact to the Contractor who shall have no claim to any payment of compensation or otherwise howsoever on account of any profit or advantage which he might have derived from the execution of the work in full but which he did not derive in consequence of the foreclosing of the work.

In case if the vehicles are found rigged to decrease the volume of the vehicle after ascertaining the volume, the contract shall be terminated immediately.

LABOUR: -

The Contractor shall remain liable for the payment of all wages or other moneys to his workpeople or employees under the payment of Wages Act 1936, Employees Liability Act. 1938, Workmen's Compensation Act 1923 or any other Act or enactment, relating thereto and rules framed, there under from time to time .

PRECAUTIONS AGAINST RISK: -

The Contractor shall be responsible for providing at his own expense for all precautions to prevent loss or damage from any and all risks and to minimize the amount of any such loss or damage and for the necessary steps to be taken for the said purpose.

RATE FOR ADDITIONAL ITEM / SUBSTITUTED ITEM:

This will be as per the rate analysis based on the market rate for material and Labour prevailing at the time of execution at place of work as ascertained by concerned Engineer raised to the overall tender percentage at which the work was awarded to cover overheads / establishment / profit.

CORRIGENDUM / AMENDMENT:

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of a particular tender that will be posted only at IISER Tirupati and CPPP web site.



SCOPE OF WORK & TECHNICAL SPECIFICATIONS

**: Disposal of wastewater from septic tank
at IISER Tirupati permanent campus**

Name of work

Estimated Value of work : Rs 19.2 Lakhs

Tender Enquiry No : 02/IISERT/ENGG/2022-23

Period of Contract : 90 days

Scope of work

- To cart out the effluent water from septic tank at the permanent campus to an unobjectionable place acceptable by the civic authorities using a tanker without any spillage in the institute premise.
- The Institute will no way be responsible for the contractor's actions for dumping the effluent at an objectionable place without getting necessary approval from the civic authorities. All legal proceeding and liquidity damages faced by the institute for the contractor's action, shall be borne by the contractor.
- The service should be available round the clock 24x7 and the service should be rendered within 3 hrs from the time of making the request, no delay will be entertained.
- The quantities given in the Bill of quantities of the tender are approximate only, and the institute reserves not to operate the complete BOQ quantity.
- The agency shall consolidate the service rendered as per the duly signed register and raise bill for payment for the service rendered at the end of every fortnight/month.
- The payment will be based on measurement of quantity of effluent as certified by the Institute representatives and the register will be maintained at site.
- In case if the vehicles are found rigged to decrease the volume of the vehicle after ascertaining the volume, the contract shall be terminated immediately.
- The department will ascertain the level of sewage/or any other liquid available in the vehicle prior to loading and post loading of sewage to calculate the quantum of the sewage carted out. The instruments/tools required for the same shall be supplied by the contractor at no additional cost. The levels shall be taken by the contractor in presence of the IISER Tirupati representative and the same shall be got signed in the register before moving out of IISER Tirupati premise.
- Ensure non spillage of sewage while carting out, in case they are spilled the same shall be removed and cleaned at the agency's cost.

SCHEDULE 'A'
LIST OF WORKS AND PRICES

NAME OF WORK:

DETAILS & QUANTITIES of each item of work shown in the BILL OF QUANTITIES are only approximate. They are given as a guide for the purpose of tendering only and are liable to variation and alteration of the Competent Authority. The work under each item as executed shall be measured and priced at the corresponding rate quoted by the contractor in the BILL OF QUANTITIES

S.No.	Description of work	Estimate Rupees	Period of contract
1	Disposal of wastewater from septic tank at IISER Tirupati permanent campus	Rs. 19,20,000/-	90 Days

Sl. No.	Item Description	Qty	Unit	Basic Rate / Unit (in Figures) To be entered by the Bidder	Total Amount	Total Amount in Words
1	Carting out and disposal of effluent water from septic tank at the permanent campus to an unobjectionable place outside IISER Tirupati premise, acceptable by the civic authorities. Disposal shall be carried out as per	800	Trip of 3000 lt capacity *			

***Note: If the capacity of the tanker used or the effluent carted out is more/less than 3000 lt then, the payment shall be done on pro-rata basis, based on the quoted rate.**

ANNEXURE – I

FORM OF UNDERTAKING

To,
Registrar,
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati.

I / We hereby offer to carry out the work of

I / We hereby carefully perused the following documents connected with the above noted work and agree to abide by the same.

1. Specifications & Conditions (General & Particular)
2. Schedule 'A',
3. Bill of Quantities
4. CPWD works Manual in force.

I / We agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities thereto and to carry out such deviations as may be ordered, vide conditions of the IISER Tirupati.

I / We further agree to refer all disputes, as required to the sole arbitration of an Officer, to be appointed by the Director, IISER Tirupati., in his sole discretion whose decision shall be final and binding.

WITNESS

Signature of the Contractor

Date:
Place:

1.

2.

ANNEXURE – II

FORM OF UNDERTAKING

To,
Registrar
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati
C/o Sree Rama Engineering College
Karakambadi Road, Tirupati - 517507

Tender No. **02/IISERT/ENGG/2022-23**

Notice Inviting Tender for Disposal of wastewater from septic tank at IISER Tirupati permanent campus

Sir,

I /we hereby submit our tender for Disposal of wastewater from septic tank at IISER Tirupati permanent campus.

1.I/ We enclosed herewith the following in favour of INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati towards Tender Fee.

Particular	Amount	Payment Reference Details	Payment Date
Tender Fee	500/-		

I / We hereby reconfirm and declare that I / We have carefully read, understood & complying the above referred tender document including instructions, terms & conditions, scope of work, schedule of quantities and all the contents stated therein. I / We also confirm that the rates quoted by me / us are inclusive of all taxes, duties etc., applicable as on date.

2.I /we have gone through all terms and conditions of the tender document before submitting the same.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.:

Seal

ANNEXURE – III

FORM OF UNDERTAKING

To,
Registrar,
IISER Tirupati,
C/o Sree Rama Engineering College
Karakambadi Road, Tirupati - 517507

Sub: Disposal of wastewater from septic tank at IISER Tirupati permanent campus

Sir,

With reference to the above, I hereby undertake not to sublet the work cited above, if the work is allotted to me.

Date:

Name of contractor

Signature and seal

On Company Letter Head

BID SECURITY DECLARATION

To
Registrar,
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH Tirupati
C/o Sree Rama Engineering College
Karakambadi Road, Tirupati - 517507

Tender No. 02/IISERT/ENGG/2022-23
Notice Inviting Tender for Disposal of wastewater from septic tank at IISER Tirupati
permanent campus.

Sir,

We, the undersigned, declare that

1. We understand that, according to tender conditions, bids must be supported by a Bid Securing Declaration.
2. We accept that we will automatically be suspended from being eligible for bidding in any contract with the Institute for the period of **3 years** starting from the bid closing date, if we are in breach of our obligation(s) under the bid conditions, because we:
 - (a) Have withdrawn our bid during the period of bid validity specified in the letter of bid; or
 - (b) Having been notified of the acceptance of our bid by the institute during the period of bid validity, (i) fail or refuse to execute the contract, if required, or (ii) fail or refuse to furnish the performance security, in accordance with the tender conditions.

Date:

Place:

Authorized Signatory
Name:
Designation:
Contact No.:

**CERTIFICATE
(To be provided on letter head of the firm)**

I hereby certify that the above firm neither blacklisted by any Central/State Government/Public Undertaking/Institute nor is any criminal case registered / pending against the firm or its owner / partners anywhere in India.

I also certify that the above information is true and correct in any every respect and in any case at a later date it is found that any details provided above are incorrect, any contract given to the above firm may be summarily terminated and the firm blacklisted.

Date:

Place:

Authorized Signatory

Name:

Designation:

Contact No.: