

INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) TIRUPATI

VOLUME I

TECHNICAL BID

REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS

NIT NUMBER: 01/IISERT/ENGG/2023-24

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REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS

NIT NUMBER: 01/IISERT/ENGG/2023-24

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) TIRUPATI

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NOTICE INVITING e-TENDER (e-Procurement mode)

Indian Institute of Science Education and Research, Tirupati invites online item rate bids in two-part 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	Estimated cost put to bid (Rs.)	Earnest Money (Rs.)	Period of Completion	Pre-bid meeting Date & time	Last date & time of submission of technical bid	Time & date of opening of technical bids
1.	REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS NIT NUMBER- 01/IISERT/ENGG/2023-24	72,95,427/-	1,50,000/-	60 Days	06/02/2024 11:00AM	10/02/2024 17:00 PM	12/02/2024 17:30 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 hrs
1	Date of Online Publication	03/02/2024	11:30
2	Technical Bid Submission Start Date	04/02/2024	11:00
3	Pre-Bid Meeting	06/02/2024	11:00
4	Technical bid Submission Close Date	10/02/2024	17:00
5	Opening of Technical bids	12/02/2024	17:30

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, 91-8826246593.

1) Information & Instructions for Online Bid Submission:

- 1.1 This tender document has been published on the Central Public Procurement Portal (URL:https://eprocure.gov.in/eprocure/app)& Institute website www.iisertirupati.ac.in.
- 1.2 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
- 1.3 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.
- 1.4 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)
- 1.5 The bidder would be required to register at e-tender portal URL: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.
- 1.6 Information and instruction for bidders posted on website shall form part of the bid document.
- 1.7 The bid document consisting of Vol-I—Technical bid, Vol-II—Technical specifications, Vol-III—Tender drawings and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website (URL:https://eprocure.gov.in/eprocure/app) free of cost.
- 1.8 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.
- 1.9 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.
- 1.10 On opening date, the contractor can login and see the bid opening process. After opening of bids, he will receive the competitor bid sheets.
- 1.11 Contractor can upload documents in the form of JPG format and PDF format.
- 1.12 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.
- 1.13 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 enrol on the e-Procurement module of the Central Public Procurement Portal (<u>URL:http://eprocure.gov.in/eprocure/app</u>) by clicking on the link "Click here to Enrol". 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 CPP Portal.
- 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 enrolment 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. <u>URL:http://eprocure.gov.in/eprocure/app</u>) 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 consider 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 - 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, found eligible as per the minimum requirements defined in clause 2 & 3 of NIT for the work mentioned below:

Name of work &Location	:	REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS
NIT NUMBER	:	01/IISERT/ENGG/2023-24
Estimated cost	:	Rs. 72.95 Lakhs
Period of completion	:	60 days.
Tender Fees	:	Rs. 500/- (Five Hundred only) – (Non – refundable)
Last Dates & time to fill/upload the		
tender through e-tendering.		up to 17:00 hrs on 10/02/2024.
Pre-bid meeting date & Time	:	At 11:00 hrs through hybrid mode on 06/02/2024
Time & date of opening of Technical Bids	:	At 17:30 PM on 12/02/2024

2. The applicant should be a well-established and reputed civil Contractor enlisted in CPWD/State PWD/Govt Autonomous bodies etc. fulfilling following requirement will be eligible to apply. Work executed for private body will not be considered for eligibility work criteria.

Joint Ventures shall not be acceptable.

a) Should have experience of having successfully completed works 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. 30 Lakhs or
- (ii) Two similar works each costing not less than Rs 45 Lakhs or
- (iii) One similar work costing not less than Rs 60 Lakhs
- **b)** 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: Removing and re-fixing of the Lab furniture including Island tables, Fume hoods etc. Documentary evidence is required to be produced.

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

- c) Should have had average financial turnover (Gross) of at least Rs 75 Lakhs on Laboratory furniture including Island Tables and Fume hoods work during the immediate last three consecutive years, balance sheets duly audited by Charted 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.
- **d)** Should not have incurred any loss (profit after tax should be positive) during the immediate last two consecutive financial years ending 31st March, 2023, duly certified and audited by the Charted Accountant.
- e) Should have solvency of Rs. 30 Lakhs certified by a Scheduled Bank and obtained not earlier than six months before the date of submission of Bid.
- f) 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 7 days of award of work.

3. CONTRACT ELIGIBILITY CRITERIA

Further, the contract eligibility includes the following:

3.1 Experience on similar type of completed works executed during the last seven years; and details like monetary value, clients, proof of satisfactory completion.

Similar work means: Removing and re-fixing of the Lab furniture including Island tables, Fume hoods, etc.

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 Enlistment/Registration with specified departments (CPWD, State PWDs, MES, Railways, PSUs etc.)/ Organizations, class / type of registration or previous pre- qualification(s) for similar projects.
- 3.3 Documentary evidence of adequate financial standing, Certified by Bankers, Audited Profit & Loss A/c and Balance Sheet, Annual turnover in last three years, access to adequate working capital.
- 3.4 Information regarding projects in hand, current orders, regarding litigation, exclusion/expulsion or black listing, if any.
- 3.5 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.
- 3.8 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 **60 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 (<u>URL:https://eprocure.gov.in/eprocure/app</u>)& Institute website <u>www.iiserTirupati.ac.in</u> 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:
 - i Type and nature of work
 - ii Completion cost
 - iii 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. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
- V. Scanned Copies of all eligibility documents required as per NIT required for Technical Evaluation clause 19 -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 http://www.eprocurement & www.iiserTirupati.ac.in

- Director, Indian Institute of Science Education & Research, Tirupati shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
- Bids must be accompanied by tender fee and bid-security/EMD (Earnest Money Deposit) for the work in clause 9 & 10 payable at Tirupati.
- 9 Tender fee shall be Rs. 500/- (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 517507 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 1,50,000/- (Rupees One Lakh Fifty Thousand only) in any one of the following forms shall be deposited with IISER Tirupati in the following form before the date and time fixed for opening of bid failing which the bid will be declared non-responsive.
 - a) 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 517507 Current A/c No. 35029946671 IFSC-SBIN0001901

- b) A part of earnest money is acceptable in the form of bank guarantee also. In such case, 50% of earnest money or Rs. 20 lakhs, whichever is less, will have to be deposited in shape prescribed above and balance in shape of irrevocable Bank Guarantee from a Scheduled Bank and shall be valid 90 days after the validity of the offer (as per standard proforma attached).
- 10.2 Bid Security/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 Pre-bid meeting

- 11.1 The Bidder or his officially authorized representative is invited to attend a pre-bid meeting, which will be through hybrid mode. Bidder/ bidder representative who wish to attend Pre-bid meeting should email to engineering@iisertirupati.ac.in requesting for participation, for the link to be shared if participating online. The Pre-Bid meeting will be held through Hybrid mode on 06.02.2024 at 11:00 AM.
- 11.2 The purpose of the meeting is to clarify issues and to answer questions on matters that may be raised at that stage.
- 11.3 The Bidder is requested to submit their questions/ queries/ clarifications in writing or 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 engineering@iisertirupati.ac.in before 06/02/2024 up to 10:00 Hours.
- 11.4 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 (URL:https://eprocure.gov.in/eprocure/app) and www.iisertirupati.ac.in
- Any modification of the bidding documents which may become necessary as a result of the prebid meeting shall be made by the IISER, Tirupati through pre-bid MOM and this shall form part of bidding document.
- 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.

14 Site visits, availability of site and cost of bidding

- 14.1 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.
- 14.2 The Bidder should inform the IISER in advance about the proposed site visit.
- 14.3 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.
- 14.4 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.

14.5 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.

14.6 The site for the work is available.

15 Content of Bidding Documents

15.1 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.

15.2 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.

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

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

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 & Safety Code for Contract Work
- d) Proforma of Schedule A to F

Volume- II: Special Conditions & scope of work

PART-II

Envelop II – (Financial bid)

Volume -III: Financial bid Schedule of quantity (BOQ).

16 Amendment of Bid Documents

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

16.2 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 and www.iisertirupati.ac.in. Bidders should take note of the uploaded corrigendum and submit the tenders accordingly.

17 Bid Validity

- 17.1 The bid submitted shall become invalid if:
 - (i) The bidders are found ineligible.
 - (ii) The bidder does not deposit Online tender fee with IISER Tirupati before the date and time fixed for opening of the bids.
 - (iii) The bidders do 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.
- 17.2 The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the technical bids.

18 Technical bid Opening

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

19 Technical Evaluation of the bids

- 19.1 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 F** 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 Proforma I,
 - ii Financial Information FORM "A"
 - iii Solvency certificates from a scheduled bank Form B
 - iv Details of similar works -- Form C
 - v Performance report of works referred to in Form D
 - vi Organization Structure in Form E
 - vii PROFORMA OF AFFIDAVIT FOR NON BLACK LISTING- Form F
 - viiiTender Fee and EMD remitted to IISER Tirupati

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 19.1 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 fulfil 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 coordination with other agencies over and above the rate structure of the items.

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. TECHNICAL EVALUATION CRITERIA:

- The bidders qualifying the initial eligibility criteria, as set out in Para 2 & 3 above, will be evaluated for following criteria by the technical committee.
- 20.1 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. Performance of Works (Quality) shall be accessed 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.
- 20.2 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.
- If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer-incharge 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
- 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.

The contractor whose bid is accepted will also be required to furnish either copy of the applicable licenses/registrations or proof of applying for obtaining labour licenses, registration with EPFO, ESIC, and BOCW Welfare Board i/c provident Fund Code No. if applicable and also ensure the compliance of aforesaid provisions by the sub-contractors, if any engaged by the contractor for the said work and programme chart (Time and Progress) within the period specified in Schedule F.

27 Bidder shall quote rates for all items in the BOQ of work in the financial bid document. It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

28 **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 prequalification documents, should be disclosed to the IISER, Tirupati, at any time between the submission of bids and the signing of the contract.

SECTION I

ii) ADDITIONAL INFORMATION AND INSTRUCTION TO APPLICANTS

1.0. **GENERAL**

1.1 STATEMENT OF OBJECTIVES, BRIEF SCOPE & PARTICULARS OF THE WORK

Removing and re-fixing of the Lab furniture as per the schedule of quantities. The Drawings are indicative. In general Work shall be executed according to Conditions of Contract, Specifications, BOQ and Drawings.

Work shall in general be executed as per, general conditions of the contract, particular Technical Specifications, CPWD Specifications available separately, National Building code of India, relevant Indian Standard (IS) Codes, etc.

Particulars given above are provisional and liable to change and must be considered only as advance information to assist the bidder.

- 1.2. Letter of transmittal and other forms for pre-qualification are attached (Annexure I)
- 1.3. All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'nil' or 'no such case'. If, any particulars/query are not applicable in case of the applicant, it should be stated as 'not applicable'. However, the applicants are cautioned that not giving complete information called for in the application forms required, not giving it in clear terms or making change in the prescribed forms or deliberately suppressing the information may result in the applicant being summarily disqualified. Applications made by Fax and those received late will not be entertained.
- 1.4. References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Superintending Engineer/Chief Project Manager or equivalent.
- 1.5 The Tenderer is advised to attach any additional information which he thinks is necessary in regard to his capabilities to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after prequalification document is submitted, unless it is called for by Employer.

1.6 LETTER OF TRANSMITTAL

The applicant should submit the letter of transmittal attached with tender document duly signed by the agency.

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

LETTER OF TRANSMITTAL

From

То

Name of Work:

THE DIRECTOR
INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH (IISER)
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: REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS

NIT NUMBER : 01/IISERT/ENGG/2023-24

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. I/we agree with all the terms and conditions given in the bid document.

- 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. We understand and agree that financial bids of the only short-listed agencies selected by IISER Tirupati out of the top ranked technically qualified agencies evaluated and found eligible under clause 20 of the NIT, shall only be opened.
- 3. I/We submit the requisite certified solvency certificate and authorize the Director, IISER, Tirupati to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize Superintending 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.

Certificate from

1.	1.
2.	2.
3.	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	:REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS
NIT NUMBER	: 01/IISERT/ENGG/2023-24
Dear Sir,	
It is here by declared that IISER is competitiveness in public procuremen	ommitted to follow the principle of transparency, equity and at.
Bidder will sign the integrity Agreeme	IT) is an invitation to offer made on the condition that the nt, which is an integral part of tender/bid documents, failing disqualified from the tendering process and the bid would
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	
Registrar	

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 : **REMOVING OF LAB FURNITURE**

INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER

TIRUPATI PERMANENT CAMPUS

NIT NUMBER : 01/IISERT/ENGG/2023-24

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 is 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
AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules,

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)

- 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)/Contract(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.
- The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a wilful 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.
- 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:

- 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.

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

- a. 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.
- b. 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.
- c. 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

PROFORMA '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 Prequalification 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)

Particular	Year	Value
Total value of Work Executed in the last five years**	2020-21	
	2021-22	
	2022-23	

^{**} 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)

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

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	2020-2021	2021-22	2022-23
Gross annual turn over			
Profit/ Loss			

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

Note: This certificate should be issued on the letter head and addressed to the DIRECTOR, IISER TIRUPATI, Transit Campus, C/o Sree Rama Engineering College, Karakambadi Road, Tirupati – 517507 in a Sealed Cover

Seal of Bank

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

S. No.	Name of work/ project and location	Owner or Sponsoring organization	Cost of work in crores of Rupees	Date of commencement As per contract	Stipulated date of completion	Actual date of completion	Litigation/arbitration cases pending/in progress with details	Name and address/telephone number of officer to whom reference may be made	Remarks
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) Stipulat	ed date of completion.				
	(b) Actual date of completion.					
7.	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					
8.	Delayed completion if any? 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			
	ED: Executive Engineer or Equivalent					
DATED						

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

COUNTERSIGNED

Engineer in Charge

IISER Tirupati

<u>CHECK LIST:</u> Details of Enclosures/documents required to be uploaded on website https://eprocure.gov.in/eprocure/app through the E-procurement portal up to the last date and time of submission of tender.

Sl. No.	Description of item	Scanned copies Uploaded on website	Not uploaded
1.	Pre-Qualification Documents as per Annexure 1 Pro forma I, Form A to Form F		
2.	Power of attorney as required		
3.	Certificate of Registration as required		
4.	C A certificate for Audited Balance Sheet and Profit & Loss statement for the past three financial years		
5.	Supporting certificates for technical and financial capability from relevant authorities.		
6.	INTEGRITY AGREEMENT duly signed by the agency along with letter of Transmittal		
7	Any other important information.		
8	Scan copies of net banking receipt towards payment of Tender fee and Bid Security		
9	Letter of transmittal duly signed by the bidder.		
10	Uploading of the tender document Vol-I, Vol-II, Vol-III and financial bids		
11	Any other relevant document required to be uploaded on website as per tender conditions.		



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH – IISER TIRUPATI.

Name of work &Location : REMOVING OF LAB FURNITURE INCLUDING

ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT

CAMPUS

NIT NUMBER : 01/IISERT/ENGG/2023-24

SECTION - II

ITEM RATE TENDER & CONTRACT FOR WORKS

SECTION-II

Tender Form Item Rate Tender & Contract for Works

Name of work & Location: REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS

NIT No.: 01/IISERT/ENGG/2023-24

Tender(s) to be submitted online by (time) **17:00 hours on 10.02.2024** <u>URL:https://eprocure.gov.in/eprocure/app</u>

Tender(s) to be opened 17:30 hours on 12.02.2024 through online by Indian Institute of Science Education and Research, Tirupati

TENDER

I/We have read and examined the notice Inviting Tender, Schedule, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, special conditions & 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 (IISER-Tirupati) within the time specified in Schedule **75 days 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)
(0)	, /

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.

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

I/We 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

me for and on the Director IISI	ER, Tirupati for sum of	bу
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	
Dateu	Designation	



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH – IISER TIRUPATI.

Name of work & Location: REMOVING OF LAB FURNITURE INCLUDING ISLAND TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI PERMANENT CAMPUS.

NIT NUMBER: 01/IISERT/ENGG/2023-24

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 paisa and considering more than fifty paisa 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 contractor.

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.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal, the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Registrar, IISER, Tirupati, Superintending Engineer, Dy. Registrar(F&A) & the lowest contractors those have quoted equal amount of their tenders.

In case all the lowest contractors those have quoted same tendered amount, refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% of EMD of each contractor.

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, 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.
- 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.

- 10 A 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 in unable to provide satisfactory explanation, such a tender is liable to disqualified and rejected.
- 12. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words. In case of figures, the word 'Rs' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. Rs. 2.15 P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end. Unless the rate is in whole rupees and followed by the word 'only' it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the word 'only' should be written closely following the amount and it should not be written in the next line.
- 12 A 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 preceding and the word 'Paisa' should be written at the end.

- (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 fulfilment of his contract, an amount equal to 2.50 % of the tendered/accepted 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. GST or any other tax on material in respect of this contract shall be payable by the contractor and IISER Tirupati will not entertain any claim whatsoever in respect of the same.
- 16. The contractor shall give a list of IISER employees, if any, related to him.
- 17. The tender for the work shall not be witnessed by a contractor or Contractors who himself/ themselves has/ have tendered or who may and has/ have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
- 18. The tender for composite works includes, in addition to building work, all other works such as providing architectural & structural designing services, sanitary and water supply installations, drainage installation, External Façade, Electrical works, Heating ventilation and air conditioning system, Integrated Building Management system, Lifts, roads and path etc. The tenderer apart from being a registered contractor (B&R) of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical Heating ventilation and Air conditioning system, Integrated Building Management system, Solar Water Heating system works in the composite tender.

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

		(1 0 /		<u> </u>
Name of work	Name of client & particulars of works being executed	Value of work in Rs.	Position of works in progress	Remarks

- 20. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Engineer in charge may at his discretion without prejudice to any other right or remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.
- 21. Bidder shall have valid Provident Fund Code Number, GST registration No and bidder shall also ensure compliance of the EPF & MP Act, 1952 by the sub-contractors, if any engaged by the contractor for the said work.
- 22. The standard publications like General Conditions of Contract, Delhi schedule of rates 2019 (for civil), Specifications for Civil and Electrical works and Delhi analysis of rates 2019 (for civil) with amendments / correction slips up to the last date of submission of tender can be seen free of cost from the website www.cpwd.gov.in. or www.eprocure.gov.in
- 23.
- a) Contractor must ensure to quote percentage rate of in the financial bid.
- b) Tenderer shall quote the percentage rate above or below two places of decimals only.
- c) The tenderer shall quote only one over all percentage rate above or below on the designated place, which shall be applicable on both Civil and E&M components.
- 24. If a tenderer quotes nil rates against each item in item rate tender or does not Quote any percentage above/below on the total amount of the tender or any section/subhead in percentage rate tender, the tender shall be treated as invalid and will not be entertained as lowest tenderer.
- 23. Contractor shall not divert any advance payments or part thereof for any other purpose other than needed for completion of the contracted work. All advance payments received as per terms of the contract (i.e. mobilization, secured against materials brought at site, secured against plant & machinery and / or for work done during interim stages, etc.) are required to be re-invested in the contracted work to ensure advance availability resources in terms of materials, labour, plant & machinery needed for required pace of progress for timely completion of work.

(ii) CONDITIONS OF CONTRACT

Definitions:

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.

- 1 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 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. Provided that no extra overheads and profits shall be payable on the part(s) of the work assigned to other agency(s) by the contractor as per terms of contract.
- 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, CPWD specifications 2009 Vol I & II with up to date correction slips
- 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 handling over the site, whichever is later, in accordance with the phasing if any, as indicated in the tender documents.
- 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.
- 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.
- 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

- 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.
- 6. 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 and maintenance of the works.
- 7. 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.
 - 7.1. 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 items as given in Schedule of Quantities.
 - (ii) Particular Specifications, Special Conditions and Additional conditions, if any.
 - (iii) Drawings.
 - (iv) CPWD Specifications.
 - (v) General conditions of contract for CPWD works.
 - (vi) Indian Standard Specifications of B.I.S.
 - (vii) Manufacturers' specifications & as decided by Engineer-in-charge.
 - (viii) Sound Engineering practices.
 - 7.2. 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.
 - 7.3. 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.
- 8. 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, Contractor' Labour Regulations, Model rules for the protection of health, sanitary arrangements for workers employed by IISER or its Contractors.
 - (f) Proforma of agreement
 - (g) Proforma of Schedule A to F
 - (h) Special Condition of contracts
 - (i) Technical specifications
 - (j) Tender drawings
 - (k) Priced Schedule of quantities.
 - (I) 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. 8 (i), 8 (ii)- (a to l) 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 contractor's labour regulations.

All the Clauses, safety code, and contractor's labour regulations should be strictly followed as per the General conditions of contract 2023 published by CPWD.

(iv) 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 betweenand
	Contractor(s)") for the work(hereinafter called "the said agreement") having agreed to production of an irrevocable
	Bank Guarantee for Rs(Rupeesonly) 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 (Rupeesonly) on demand by IISER Tirupati
2.	Wedo 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(Rupeesonly)
3.	We, the said bank further undertakes 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,
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 tounless extended on demand by the IISER Tirupati. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs (Rupeesonly) 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 theday offorfor(indicate the name of the Bank)

(v) Proforma of Agreement

Institutes Of Science Education and Research Tirupati, (IISER Tirupati) (Herein after referred to as the employer which expression shall include 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 workdone 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 contract, safety code and contractor's labour regulations
- (f) Proforma of agreement
- (g) Proforma of Schedule A to C
- (h) Special Condition of contracts
- (i) Technical specifications
- (j) Tenders drawings
- (k) Price Schedule/ Schedule of Quantities
- (I) All corresponds between the parties until award of contract.
- (m) Prequalification document

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

Signed by for and on behalf of the employer.	
Superintending Engineer.	
	Witness (1)
	Witness (2)
Signed by the said contractor	
Address	Witness (1)
Countersigned	Witness (2)

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. Copy in duplicate to: Engineer in Charge.

Yours faithfully

(v) PROFORMA OF SCHEDULES

(Operative Schedules to be supplied to each intending tenderer)

SCHEDULE 'A'

Schedule of quantities Enclosed as Financial bid document

SCHEDULE 'D'

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

SCHEDULE 'E'

Reference to General Conditions of contract. -

Name of work &Location : REMOVING OF LAB FURNITURE INCLUDING ISLAND

TABLES AND FUME HOODS FROM TRANSIT CAMPUS OF IISER TIRUPATI AND REFIXING AT IISER TIRUPATI

PERMANENT CAMPUS.

NIT NUMBER

: 01/IISERT/ENGGs/2023-24

Estimated cost put to tender : Rs 72.95 Lakhs

(i) Earnest money : Rs 1,50,000 /-

(ii) Performance Guarantee : 5% of tendered value.

(iii) Security Deposit : 2.5 % of tendered/accepted value.

SCHEDULE 'F'

GENERAL RULES & DIRECTIONS:

Officer inviting tender: Registrar 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(vi) Engineer-in-Charge: Executive Engineer IISER, Tirupati.

2(viii) Accepting Authority: Director, IISER, Tirupati

- 2(x) Percentage on cost of materials and labour to cover all overheads and profits: NA 2(x)(a) Standard Schedule of rates: Market rates
- 2(xi) Department: Indian Institute of Science Education and Research (IISER) Tirupati

2(ix) Standard contract Form: Item rate contract

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

7 days

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

SI No	Description of Milestone (Physical)	Time allowed in days (From date of start)	Amount to be with-held in case of non-achievement of Milestone
1	25% of work order value	15	3%
2	50% of work order value	30	3%
3	75% of work order value	45	3%
4	100% of work order value	60	5%

Authority to decide:

(i) Extension of time: Engineer in charge(ii) Rescheduling of mile stones: Registrar, IISER Tirupati

(iii) Shifting of date of start in case of delay in handing over of site: Registrar, IISER Tirupati

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

Clause 7A

Whether clause 7A shall be applicable: Yes.

Clause 10

List of testing equipment to be List of Equipment for Field Testing provided by the contractor at site lab.: NIL

Rs. 10 Lakhs

Clause 10 B

Whether Clause 10 B shall be applicable : Not Applicable

Clause 10B(i)

Whether Clause 10B (i) shall be applicable. : Not Applicable.

Clause 10B(ii)

Whether Clause 10B (ii) shall be applicable.

Clause 10 C

Component of labour expressed as percent of value of work = NA

Clause 10 CA

NOT APPLICABLE

CLAUSE 10 CC

NOT APPLICABLE

Clause 11

Specifications to be followed

1) Technical specification given in for execution work Tender documents.

: Not Applicable.

- 2) CPWD standard specification 2009 VolumeI & II with up to date correction slips for civil works.
- 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 NA

12.2 & 12.3 shall apply for building

Super structure work & other Associated

Electro-mechanical works

12.5 (i) Deviation Limit beyond which clauses NA

12.2 & 12.3 shall apply for foundation work

(Except items mentioned in earth work sub head in DSR and related items)

(ii) Deviation Limit for items mentioned in earth work
Sub head of DSR or related items NA

Clause 16

Competent Authority for deciding reduced rates

The Director Indian institute of Science Education &. Research, IISER Tirupati

Clause 18

List of mandatory machinery, tools & plants by the contractor at site at his cost: NA

Clause 25

Constitution of Dispute Redressal Committee (DRC) Chairman – To be nominated by Director, IISER 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 represent active(s)	Minimum Numbers to be employed at site for full duration of the project	Rate at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 34(i)	
					Figure	Words
1	Site Engineer	Any Degree or Diploma	5 years	1	30000	Thirty thousand only

Assistant Engineers retired from Government services who are holding Diploma will be treated at par with Graduate Engineers. Diploma holder with minimum 10 years' relevant experience with a reputed construction/Lab Furniture company 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.



INDIAN INSTITUTE OF SCIENCE EDUCATION AND

RESEARCH (IISER) TIRUPATI

Volume II

Special conditions of contract and scope of work

Special Conditions of Contract:

- 1. 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.
- 2. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.
- 3. 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.
- 4. Some changes are likely in the quantities furnished as well as in the layout, design and specifications of the work. The rate quoted shall be deemed to be inclusive of all such contingencies.
- No material shall be incorporated in the work until the inspecting Engineer certified in writing that such materials have been inspected and approved by him or else the rejected material should be removed from site immediately.
- 6. The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 7. The power required for work will be at free of cost. However, 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 has to be arranged by the contractor as per requirement.
 - 8. 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.
- 9. The quantities given in the Bill of quantities of the tender are approximate only.
- 10. 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.
 - 11. Ensuring proper lashing of the components while being transported in vehicles.
- 12. The materials should not be allowed to extend or overflow the sides of the vehicles.
- 13. The speed restrictions within the Institute must be strictly adhered to.
 - 14. 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.
- 15. 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.
 - 16. 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.
- 17. Labour sheds will not be allowed to erect within the campus.

The scope of work covered under this tender shall include:

- a. Dismantling, Packing, Loading, Shifting, Unloading, Unpacking, Placing and re-installation of Institute Laboratory Furniture from Block A (G+2), Institute Transit Campus at Karkambadi Road, Tirupati to Research Building (G+4) in the Permanent Campus of Institute at Yerpadu Mandal, Tirupati. Installation at designated locations in different floors to be carried out by manual and mechanical means and other incidental/necessary works.
- b. It is suggested to inspect the campuses i.e, Transit & permanent campus of IISER Tirupati, along with Laboratory Furniture to be shifted and examine the area and its surroundings.

RESPONSIBILITY OF THE TENDERER (PART OF SCOPE OF WORK):

- a. Complete Dismantling of Institute Laboratory Items including Packing and Unpacking as per the BOQ and reinstallation etc wherever required.
- b. Skilled and experienced persons have to be deployed by the agency for dismantling and assembly.
- c. Loading at IISER Tirupati Transit campus, and un-loading at IISER Tirupati Permanent campus., Yerpedu
- d. Transport arrangements and adequate labour and supervisor or as required by IISER Tirupati.
- e. <u>Site Visit of Agency</u>: For better planning, the bidders are encouraged in their own interest at their cost are advised to visit and examine the existing site along with the institute items which are to be transported and new site where items to be shifted/ reinstalled and its surroundings.
- f. No extra charges, consequent upon lack of any information/ knowledge and understanding shall be entertained or payable by the institute.
- g. If needed, exceptional and sophisticated support machinery such as Hydraulic, chain pulley, cranes, and other machinery.
- h. Wrapping to be done with standard materials such as ballooning paper, HM Laminated foam, corrugated sheets, Thermacol sheets, air bubble wrapping material, waterproof, moisture-free, wherever required to withstand the goods easily jerks while shifting and are delivered to the destination without scratch/damages.
- i. While relocating the Institute Items/Assembly and loading items etc., Agency should ensure that Institute Laboratory furniture has been moved and set up on the scheduled date, time, and place.
- j. While shifting the goods, Agency should protect the floors, walls and door-jambs to prevent wear and tear of valuable Lab space.
- k. Place, Fix and Re-Install the Lab Furniture in position at the designated location as directed by Institute in the IISER Tirupati permanent campus including Granite cutting, nosing, modifying the dimensions/connections etc as required.

RATES AND PAYMENTS:

- a. The rates shall include the cost of all materials, labour, machinery, transit insurance, and all other inputs involved in the execution and all scope of work, including terms & conditions, the responsibility of the tenderer and other terms & conditions mentioned in the tender document. No extra charges shall be paid from the quoted amount, unless clearly specified.
- b. Each of the Island tables and wall tables are in typical length (2.4, 3, 3.6 Metre etc) and width (0.9, 1.5, 1.8 Metre) in the existing Transit Campus are converted to running Metres length in the BOQ for the purpose of measurement for removing and reinstallation.
- c. In case the shifting to different floors is not possible through lift, Agency shall make its own arrangements for shifting manually and by any other means like staging, hydraulic lift etc. No extra amount will be paid on this account.

OTHER TERMS & CONDITIONS:

- i) The complete shifting process (as per the scope of work, terms, and conditions) will be supervised by Agency & monitored by the Institute.
- ii) The Agency shall arrange to shift all items as per the BOQ, scope of work, responsibility, and terms & conditions from the designated area.
- iii) The shifting and reinstallation of lab furniture process shall be completed within 2 (two) month (maximum) from receipt of the work order by the bidder.
- iv) The shifting has to be done carefully without any damage. Damages, if any, shall be recovered from the payments to the Agency.
- v) The Agency will be solely responsible for the safe & secure transit of goods to the satisfaction of the Institute. In the event of any damages, the Institute will charge the loss in any manner as deemed fit by the Institute.
- vi) The Agency shall access the condition of the Lab furniture and inform in writing the details of damaged furniture before commencing the dismantling process, failing which the damages shall be made good at the expenses of the agency.
- vii) Before commencing the execution of work, the Agency shall, without limiting its obligations and liabilities, insure at its own cost and expense against any damage or loss or injury which may be caused to any person or property at site of work.
- viii) Delay Penalty of 0.5% of total order value per week will be imposed on the Agency.
- ix) In the event of continued delay for 15 days, the Institute may, at its discretion, cancel the contract. In the event of cancellation of the contract, Institute reserves the right to forfeit the performance guarantee submitted by the Agency without any notice.
- x) The Agency shall indemnify Institute against all loses it has suffered during any accident/incident during the execution of this job.
- xi) The Agency must take all safety and security measures of men and materials for covering your staff and worker with suitable insurance policy, ESI/Provident Fund and all other statutory State / Central rules and regulations.
- xii) Any time after award of work, Institute may abandon or reduce the scope of work for any reason whatsoever and hence not require the whole or any part of the works to be carried out. The Agency shall have no claim to any payment of compensation or otherwise whatsoever, 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 foreclosure of the whole or part of the work.
- xiii) During the execution of the works, the entire premises have to be kept clean and free from any obstructions, all the debris and surplus materials shall be removed from the work site as soon as works are completed.
- xiv) The Laboratory furniture are to be brought in "As is where is Condition" to the new site and reinstalled as desired by the Institute in the Research Building.
- xv) In all matters, the orders/interpretation of the Competent Authority of the Institute shall be final & binding on the Agency.



INDIAN INSTITUTE OF SCIENCE EDUCATION AND

RESEARCH (IISER) TIRUPATI

Volume III

Financial Bid (for Item Rate Tender)

FINANCIAL BID – BOQ for the Work

<u>Name of the work:</u> Removing of lab furniture including island tables and fume hoods from transit campus of IISER Tirupati and re-fixing at IISER Tirupati permanent campus.

S. No.	Item Description		Quantity	Rate (Rs)	Amount (Rs)	
1	Dismantling, safe packing, transportation, loading and unloading of the following Lab furniture & related items including powder coated GI /CRCA frames, granite top, vertical riser, electrical trunking, all connections, tabs, overhead cabinets, all type racks, all type of under bench storages units, safety shower, eye wash, spot extractor, modular furniture table, chair etc without damaging the existing structure from IISER Tirupati Transit Campus, Karkambadi Road, Tirupati and store at different floors in Research Building of IISER Tirupati Permanent campus, Yerpadu Mandal, Tirupati					
a	Wall Table including reagent racks, Sinks and accessories	Mtr	270			
b	Island Table including reagent racks	Mtr	305			
С	Standalone Sink Cabinet	Nos	8			
2	Re-Installation of Lab furniture & related items including powder coated GI /CRCA frames granite top, vertical riser, electrical trunking, all connections, tabs, overhead cabinets, all type racks, all type of under bench storage units, spot extractor, modular furniture table, stools etc including labour, loading/unloading to different floors as per the Lab requirement and directions of Engineer-in-Charge at IISER Tirupati Permanent campus, Yerpadu Mandal, Tirupati					
a	Wall Table including reagent racks, Sinks and accessories	Mtr	270			
b	Island Table including reagent racks	Mtr	305			
3	Dismantling of Fume hood along with all utilities lines (gas, water, power, drain line etc.), VAV damper, ducting disconnection, Blowers & Scrubbers etc & related works from Transit Campus of IISER Tirupati and transporting to the permanent campus of IISER Tirupati including loading, safe packing, unloading and stacking, without any damages.	Nos	25			
4	Installation of Fume hoods including all utility lines (gas, water, power, drain line etc.) damper, ducting/ Blower, scrubbers & related works. etc all complete in the Research Labs of permanent campus of IISER Tirupati	Nos	15			
	Total in Rupees					