# INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH THIRUVANANTHAPURAM (IISER TVM) MARUTHAMALA P.O, VITHURA, THIRUVANANTHAPURAM - 695551 

The Indian Institute of Science Education and Research Thiruvananthapuram (IISER TVM) is dedicated to scientific research and science education of international standards. Traditionally, teaching has been segregated from research in undergraduate science curricula in our country. The IISERs were established by the Ministry of Human Resource Development, Government of India, to bridge this dichotomy. IISER TVM was founded in 2008. The institute aims to provide high quality education in modem in science, integrating it with outstanding research at the undergraduate level itself, and to develop a spirit of enquiry cutting across disciplines. IISER TVM is an autonomous institution offering a five-year BS-MS programme in addition to iPh.D and Ph.D. programmes in Biology, Chemistry, Mathematics, Physics and inter-disciplinary areas.

On behalf of the Director, IISER TVM, offers are invited in two bid system from the interested agencies for providing, fixing and commissioning external signage boards at various locations in the Institute campus at Maruthamala, Vithura, Thiruvananthapuram - 695551.

Interested firms who meet the eligibility criteria may submit their offers with all necessary documents in a sealed cover on or before 22.11 .2021 by 3 PM at the following address:


The Deputy Registrar (Admin)
IISER TVM
Maruthamala P.O
Vithura
Thiruvananthapuram - 695551


## General Conditions of Tender

IISER TVM invites bids from the experienced firms/agencies for providing, fixing and commissioning external signage boards at various locations in the campus. The agencies will be considered eligible, provided they fulfill the following eligibility criteria. Joint ventures are not accepted.

## 1. Eligibility Criteria:

a) Should have satisfactorily completed three similar works in the recent past not less than Rs. 5 Lakhs each of value or two similar works each of value not less than Rs.7.5 Lakhs or one similar work of value not less than Rs. 15 Lakhs.
b) Similar work shall mean work of Providing and fixing external signage board in Centrai/State Govt. Deparimeni, Ceniral/Stage Govi. auionomous organization, Educational Institutions/Renowned Corporate Sectors/Shopping Malls etc.

Note:- Performance/Work completion certificate issued by the concerned authority to be submitted in support of eligibility.
2. Site familiarization: Intending Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselyes before submitting their tenders and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools and plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided. Submission of a tender by a tenderer implies that he has read this and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.
3. Submission of bids: The bidders whe are desirous of participating in the tender process shall submit their offers in two bid system viz. technical and price bids with all the
relevant certificates, documents as said above in support of their bids. The bidder shall sign on all the statements, documents, certificates submitted by them owning responsibility for their correctness/authenticity. The agency shall submit the tender in the sealed envelope in the following manner.
i) Envelope No. 1 - shall contain: Form I with all necessary documentary proof (selfattested) and Form II (Undertaking)
ii) . Envelope No. 2 - Shall contain: Price-Bid only as per format given in the NIT.

Both the sealed envelopes No. $1 \& 2$ shall be then put in a bigger envelope duly addressed to "the Director, IISER Thiruvananthapuram, Maruthamala P.O, Vithura, Thiruvananthapuram 695551 " super scribing the name of the tender "Quote for providing \& fixing external signage boards". The tender documents may either be submitted through the Registered Post to the address mentioned above or submit at the drop box kept outside the Office of the Deputy
 \& time of submission.
4. Institute will not be responsible for any postal delay and other logistic issues. Late bids will be summarily rejected.
5. Unless otherwise provided, the rates quoted by the bidder shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, machine room \& stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
6. Validity of bids: The tender for the works shall remain open for acceptance for a period of Ninety days from the date of opening of teenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable, then the tenderer shall not be allowed to participate in the re-tendering process of the work.
7. The competent authority on behalf of the Director, IISER TVM does not bind itself io accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected. IISER TVM reserves the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
8. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the agency who resort to canvassing will be liable to rejection.
9. Participation of Bidders at the time of opening of bids: Bidders have the choice of participating in the bid opening by deputing their authorized representative (max. 2 nos.). Technical bids shall be opened on 22.11.2021 after 03:00pm by the authorized committee members of the Institute.
10. Processing of Tenders and Price Bid Opening: Duly constituted committee by the competent authorities will evaluate the technical bids and process the tenders. The Price Bids will be opened upon evaluation of technical bids and the information will be communicated to the bidders of technically qualified in the tenders.
11. Award/Placement of order: Upon completion of price bid opening, the technically qualified L1 agency/firm will be awarded the work. Upon execution of Integrity Pact by the agency with the Institute, the work shall be commenced (Sample Integrity Pact document enclosed with the NIT)

## General Conditions of Contract:

1. Scope: providing \& fixing external signage boards at various locations in the campus as per the approved design, materials and specifications. The work to be carried out includes all labour, materials, tools, plants, equipment, transport, loading and unloading materials at site, wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting \& fixing in position and all necessatyinian for the full and entire execution and completion of the work with good practice andmericedizn principles. The site of work
may be at one or more places within the campus and at any floor up to ten levels for which nothing extra shall be paid. Nothing extra shall be paid for height on external work.
2. The agency has to design the signages specific to each location and provide drawings/fabrication drawings for approval of the authorized committee members. The drawings should clearly indicate fixing arrangement, dimensions of sign board, size of written matter, height from the ground, size of SS section for framing, back frame, gaps if any, anti-theft arrangement, style of written material, border etc. The design will be submitted by the agency including proposed colour scheme for approval of the Institute. The rates for designing are deemed to be included in the rates and nothing extra shall be paid. The materials proposed for use in the work shall be of requisite specifications and reputed make in the industry.
3. All the design and materials are to be got approved from the authorized committee members before using the same in the work. Unless otherwise specified, the brand/make of the material as specified in the item nomenclature, in the particular specifications and in the list of approved materials as under shall be used in the work.
4. The agency or his authorized representative should always be available at the site of work to take instructions from the authorized committee members of the Institute and ensure proper execution of work. No work shall commence in the absence of the authorized committee members and they shall certify in writing about the eorrectness of layout alignment and shall ensure stability of all structural work such as partition panel and other related items.
5. Completion of Work: The time allowed for carrying out the work will be three weeks from the date of placement of order. If the work is carried out in more than one shifts or during night to meet the time period of completion or in accordance with availability of working area, nothing extra shall be paid on this account. The agency has to work in accordance with time schedule as directed by the authorized committee of the Institute.
6. The agency shall be responsible for watch and ward of all the works, equipment and various materials till complete handing over of works. The agency shall take all precaution for safety of the workmen. If any accident/mishap occurs, the institute shall not be responsible for the same. Consequently, any compensation payable shall be at the agemcy cost.
7. The agency shall be fully responsible for rectifying the defect, which may happen during the use up to twelve months from the date of completion of the work: The decision of the authorities of the Institute in this regard shall be final \& binding. In case the agency fails to carry out the said repairs, rectifications, replacement within the specified time.
8. The agency shall indemnify and hold IISER TVM harmless from and against all claims, damages, losses and expenses arising out of, or resulting from the works or services provided under this contract.
9. The agency is not allowed to construct any huts forvitrivorkers inside the campus. No cooking or lodging shall be allowed in premises ® $_{6}$
10. All work and materials brought and left upon the ground by the agency or by his orders for the purpose of forming part of the works, are to be considered to be the property of IISER TVM and the same are not to be removed or taken away by the agency or any other person without consent in writing from the authorized officials, but IISER TVM is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
11. Defect Liability Period: The materials \& work of the agency shall be under one year's Defect Liability Period (DLP). Defect(s) noticed during the defect liability period shall be rectified by the agency without any cost to the Institute, failing which the performance security shall be forfeited. The institute shall get the repairs / rectifications / replacement as considered necessary at the cost of the agency by recovering the cost from the agency.
12. Warranty: In addition to the Defect Liability Period, the product the agency used for signages should carry the standard warranty period as per the poiicy of the Original Manufacturer. Necessary certificate in this regard shall be produced by the agency prior to release of payment.
13. Performance Security: The agency has to submit the performance security @ $3 \%$ of value of the work valid for the entire defect liability period before process of the final payment. In case the agency's willingness, the same shall be deducted from the final bill and kept as a performance security for the DLP.
14. Payment: Payment will be made after completion of the work in all manner and inspected by the authorized committee members. The payment shall be made within 15 (Fifteen) days from receipt of the bill. Applicable TDS will be deducted from the amount. No advance payment will be made. In exceptional circumstances, the part payment shall be considered against the request of the agency in the following manner:
a) Part payment on Materials Supply/work: to the supply of materials whatever made against receipt of original delivery challan and original invoice of the materials from the date of commencement of work but not less than $50 \%$ of overall quantum of work düly evaluated \& recommended by an authorized committee/institute official(s) for approval.
b) Balance Payment: Remaining payment will be released only after satisfactory completion of work in all manner. The joint inspection will be carried out by the Institute authorities/committee/officials with the agency before considering the release of balance payment and receipt of security deposit for DLP.

## 15. Disputes:

a) The contract shall be governed by the laws and procedures established by govt. of India within the framework of applicable legislation and enactment made from time to time concerning such commercial dealings /processing.
b) Dispute, if any, will be subject to the exclusive jurisdiction of the competent court at Thiruvananthapuram:
c) If any disputes and differences cannot be settled and resolved by discussions and negotiation, then the same shall be referred to the sole Arbitrator appointed by the Competent authority of the Institute whose decision shall be final and binding on both the parties.
 Conciliation Act, 1996 and the venue of arbita decision of the Arbitrator shall be final and bind iong onsboth 空eparties.

## BIDDER'S GENERAL INFORMATION - FORM-I

Bidder should indicate following information along with the self-attested photocopies of supporting documents:

Name of Firm/Agency/Contractor

Number of Years in Operation

Registered address

Operational Address if different from above :

GST \& PAN Details

Telephone No.(Landline)

Mobile No.

Official Email Address

Name \& Address of Branch in Trivandrum :

Type of Organization
(whether private limited/LLP/ partnership/
sole proprietorship as per attached proof)
Name of Proprietor/ Partners/Designated Partners/
Directors of the Organization/Firm

Details of Execution of Similar Works

ISO Certification details (if any)

(SIGNATURE OF BIDDER WITH SEAL)

## UNDERTAKING - FORM II

(To be provided on agency's letter head)

To
The Director
IISER Thiruvananthapuram

From
Name of the firm/Agency $\qquad$
Ref: Name of the tender $\qquad$ Due date: $\qquad$

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. I/We confirm that we visited the campus, assessed the scope of work and quoted our rates in the price bid.
3. This is to certify that $I / W e$ before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.

Signature
(Name and Address of the Bidder)
Telephone/Mobile No.



## Price Bid Format-BoQ

Name of Work: Providing \& Fixing External Signage Boards of various locations in IISER TVM Campus


## Signboard vertical type



Note: colours and text in the figure are only representative


## INTEGRITY PACT

Between
Indian Institute of Science Education and Research, Thiruvananthapuram (IISER-TVM) hereinafter referred to as "The Principal".
And
$\qquad$
herein referred to as "The Bidder/ Contractor."

## Preamble

The Principal intends to award, under laid down organizational procedures, contract/s for
$\qquad$ The Principal values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relations with its Bidder(s) and/or Contractor(s).

The Principal will nominate an Independent External Monitor (IEM) by name at the tender stage/will appoint in case of receipt of any reference, from the panel of IEMs, for monitoring the tender process and/or the execution of the contract in order to ensure compliance with the Integrity Pact by all the parties concerned.

## Section $1=$ Commitments of the Principal 1 Purchaser I Employer:

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
a) No employee of the Principal, personally or through family members, will in connection with the tender for, or the execution of a contract, demand, takes a promise for or accepts, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
b) The Principal will, during the tender process treat all Bidder(s) with equity and reason. The Principal 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 will exclude from the process all known prejudiced persons.
(2) If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the IPC/PC Act, or if there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer of IISER-TVM and in addition can initiate disciplinary action.


## Section $\underline{2}=$ Commitments of the Bidder( $(\mathbf{s}) /$ Contractor(s)

(1) The Bidder(s)/Contractor(s) commit 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:
(2)
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's employees involved in the tender process or the 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 or to vitiate the Principal's tender process or contract execution.
b. The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or nonsubmission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process or to vitiate the Principal's tender process or execution of the contract.
c. The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act; further the Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronicailily.
d. The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agents/representatives in India, if any. Similarly the Bidder(s)//Contractors(s) of Indian Nationality shall furnish the name and address of the foreign supplier / contract agency, if any. Further details as mentioned in the "Guidelines on Indian Agents of Foreign Suppliers" / Contract Agencies", shall be disclosed by the Bidder(s)/Contractor(s) wherever applicable. Further, as mentioned in the Guidelines all the payments made to the Indian agent (s)/representative (s) have to be in Indian Rupees only. Copy of the "Guidelines on Indian Agents of Foreign Suppliers/ Contract Agencies" is annexed and marked as Annexure - A.
e. The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made or 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.

## Section $3=$ Disqualification from tender process and exclusion from future contracts.

(1) A transgression is considered to have occurred, if the Principal after due consideration of the available evidence, concludes that reasonable doubt is possible.
(2) If the Bidder(s)/Contractor(s), before award of contract or after award of Contract or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the Contract, if already awarded or take action as per the procedure mentioned in the "Guidelines on Banning of business dealings". Copy of the "Guidelines on Banning of business dealings" is annexed and marked as Annexure - B
(3) If the Bidder (s) / Contractor (s) has committed transgression through a violation of any of the terms under Section 2 above or in any other form such as to put his reliability or credibility into question, the Principal is entitled also to exclude the bidder/contractor from future tenders/contract award processes. The imposition and duration of the
exclusion will be determined by the Principal keeping in view the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgression, the position of the transgressors within the company hierarchy of the bidder/contractor and the amount of the damage.
(4) If it is observed after payment of final bill but before the expiry of validity of Integrity Pact that the contractor has committed a transgression through a violation of any of the terms under Section 2 above during the execution of contract, the Principal is entitled to exclude the contractor from future tenders / contract award processes.
(5) The exclusion will be imposed for a minimum period of six-(6) months and a maximum period of 3 (three) years.
(6) If the Bidder/Contractor can prove that he has restored/recouped the damage to the Principal caused by him and has installed a suitable corruption prevention system, the Principal may revoke the exclusion before the expiry of the period of such exclusion.

## Section $4=$ Compensation for Damages

(1) If the Principal has disqualified the Bidder(s) from the tender process prior to the award in accordance with Section 3 above, the Earnest Money Deposit (EMD)/Bid Security furnished, if any, along with the offer as per the terms of the Invitation to Tender (ITT) shall be forfeited. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.
(2) If the Principal has terminated the contract according to Section 3, or if the Principal is entitled to terminate the contract according to Section 3, the Principal shall be entitled to forfeit the Security Deposit/Performance Bank Guarantee furnished by the Bidder/Contractor or to demand and recover from the Contractor liquidated damages of the contract value or the amount equivalent to Performance Bank Guarantee. This is apart from the disqualification of the Bidder as may be imposed by the Principal as brought out at Section 3 above.

## Section $\mathbf{5}=$ Previous transgression

(1) The Bidder/Contractor declares that no previous transgressions occurred in the last 3 years with any other Company in any country conforming to the anti-corruption approach or with Government/any other Public Sector Enterprise in India that could justify his exclusion from the tender process/contract.
(2) If the Bidder/Contractor makes incorrect statement on this subject, he can be disqualified from the tender process/contract either it can be terminated for such reason or action can be taken as per the procedure mentioned in "Guidelines on Banning of business dealings."

## Section $\underline{6}=$ Equal treatment of all Bidders $\mathbf{l}$ Contractors/ Subcontractors.

(1) The Bidder(s)/Contractor(s) undertake(s) to demand from all his Sub-contractors a commitment in conformity with this Integrity Pact, and to submit it to the Principal before seeking permission for such sub-contract signing.
(2) The Principal will enter into agreements with identical conditions as this one with all Bidders and Contractors.
(3) The Principal will disqualify from the tender process all bidders who do not sign this Pact or violate its provisions.

## Section $7=$ Criminal charges against violating Bidders I Contractors/ Subcontractors.

If the Principal obtains knowledge of conduct of a Bidder, Contractor, Sub-contractor or of any employee or a representative or an associate of a Bidder/Contractor/Sub-contractor which constitutes corruption, or if the Principal has substantive suspicion in this regard, the Principal will inform the same to Chief Vigilance Officer.

## Section $\underline{8}=$ Independent External Monitor (s) (IEMs)

(1) The Principal appoints competent-and credible Independent External Monitor (s) (IEMs) with clearance from Central Vigilance Commission. IEMs reviews independently, the cases referred to him/them to assess whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
(2) In case of non-compliance of the provisions of the Integrity Pact, the complaint/noncompliance is to be lodged by the aggrieved party with the Nodal Officer only appointed by Director, IISER-TVM. The Nodal Officer shall refer the complaint/non-compliance so received by him to the IEM, already appointed or to be appointed for that case.
(3) The Monitor is not subject to instructions by the representatives of the parties and performs his functions neutrally and independently. He reports to the Director, IISER-TVM.
(4) The Bidder(s)/Contractor(s) accepts that the Monitor has the right to access without restriction, to all tender/contract documentation of the Principal including that provided by the Bidder/Contractor. The Bidder/Contractor will also grant the Monitor, upon his request and demonstration of a valid interest, unrestricted and unconditional access to his tender/contract documentation. The same is applicable to Sub-contractors also. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s)/Sub-contractor(s) with confidentiality.
(5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the tender/contract provided such meetings could have an impact on the contractual relations between the Principal and the Contractor. The parties offer to the Monitor the option to participate in such meetings.
(6) As soon as the Monitor notice, or believes to notice, a violation of this Integrity Pact, he will so inform the Management of the Principal and request the Management to discontinue or take corrective action, or to take other relevant action. The monitor can in this regard submit nonbinding recommendations. Beyond this, the Monitor has no right to demand from the parties that they act in a specific manner, refrain from action or tolerate action.
(7) The Monitor will submit a written report to the Director, IISER-TVM within 8 to 10 weeks from the date of reference or intimation to him by the Principal and should the occasion arise, submit proposals for correcting problematic situations for the violations or the breaches of the provisions of the agreement noticed by the Monitor.
(8) Monitor shall be entitled to compensation on the same terms as being extended to/provided to Director IISER-TVM.
(9) If the Monitor has reported to the Director, IISER-TVM, a substantiated suspicion of an offence under relevant IPC/PC Act, and the Director, IISER-TVM has not, within the reasonable time taken visible action to proceed against such offence or reported it to the Chief

Vigilance Officer, the Monitor may also transmit this information directly to the Central Vigilance Commissioner.
(10) The word 'Monitor' means Independent External Monitor and would include both singular and plural.

## Section $9=$ Pact Duration

(1) This Pact begins when both parties have legally singed it. It expires for the Contractor 12 months after the last payment under the contract, and for all other unsuccessful Bidders 6 months after the contract has been awarded.
(2) If any claim is made/lodged during the valid period of the Integrity Pact, the same shall be binding and continue to be valid despite the lapse of this pact as specified above, unless it is discharged/determined by Director, IISER-TVM.

## $\underline{\text { Section } 10}=$ Other provisions

(1) This agreement is subject to Indian Law. Place of performance and Jurisdiction is Thiruvananthapuram, Kerala.
(2) Changes and supplements as well as termination notices need to be made in writing. Side agreements to this Integrity Pact have not been made.
(3) If the Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members or their Authorised Representative (s) by duly furnishing Authorisation to sign Integrity Pact.
(4) Should one or several provisions of this agreement turn out to be invalid, the remaining part of this agreement remains valid. In this case, the parties will strive to come to an agreement to their original intentions.
(5) Wherever he or his is indicated in the above sections, the same may be read as he/she or his/her, as the case may be.
(For \& On behalf of the Principal)
(Office Seal)
(For \& On behalf of Bidder/Contractor)
(Office Seal)
Place $\qquad$

Date
Witness 1 :
(Name \& Address):
$\qquad$

Witness 2:
(Name \& Address):

## Place

Date
Witness 1:
(Name \& Address):

## Witness 2:

(Name \& Address):

