



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

VOLUME I: TENDER CONDITIONS

NAME OF WORK: Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram

NIT NUMBER: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

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NIT Number: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

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INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH THIRUVANANTHAPURAM

(An Autonomous Institution, Ministry of Human Resource Development, Govt. of India)

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Website: www.iisertvm.ac.in

NOTICE INVITING e-TENDER

Indian Institute of Science Education and Research, THIRUVANANTHAPURAM invites online ITEM rate bids in open bid system from approved and eligible contractors registered with CPWD, State PWDs, MES or agencies who have executed works of similar nature and magnitude, found eligible as per clause 1 & 2 of NIT for the work mentioned below:

Brief Details of Tender:

Sr. No.	Description of work in Brief	Approx. Estimated cost put to bid (Rs.)	Earnest Money Deposit (Rs.)	Period of Completion
1	2	3		
1	Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram	9,42,039/-	18,850/-	1 year

The Tender Document can be downloaded from GEM Portal or Institute website www.iisertvm.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.

No manual bids will be accepted. All quotation (both Technical and Financial should be submitted in the E-procurement portal).

Any queries relating to the process of online bid submission or queries relating to GEM Portal in general may be directed to the 24x7 Helpdesk.



INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH (IISER) THIRUVANANTHAPURAM

SECTION I -NOTICE INVITING e-TENDERING

Indian Institute of Science Education and Research, THIRUVANANTHAPURAM invites online ITEM rate bids in open bid system from registered contractors/ agencies, found eligible as per the minimum requirements defined in clause1 & 2 of NIT for the work mentioned below:

Name of work & Location: Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram

NIT NUMBER: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

Approx. Estimated cost : **Rs. 9,42,039/-**

Period of completion : 1 year.

The bidder should have experience of having successfully completed 'Similar Works' during last 7 years ending last day of month previous to the month in which tenders are invited should fulfill either of the following:

- Three Similar completed works each of value not less than 40% of estimate value
- Two Similar completed works each of value not less than 60% of estimate value
- One Similar completed work of value not less than 80% of estimate value
- Contractor should possess valid registration with ESI & EPF..

Similar work shall mean "Maintenance of Firefighting system"

- The agency shall have valid GST/PAN/ESIC/EPF numbers/certificates.
- The time allowed for carrying out the work will be **1 year** 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. The bid document is single stage two Envelope e-tendering system can be seen from the GEM Portal & Institute website www.iisertvm.ac.in. The contents of Envelope I & Envelope II are specified in the NIT.

4. Submission of Bid Documents

Last date and time of submission of bid, original EMD and deposition of original EMD and list of documents as detailed below at IISER THIRUVANANTHAPURAM and uploading the scan copies of the below mentioned documents:

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

- I. Transaction Receipt of online deposit of EMD.
 - II. Proof of experience (work completion report)
 - III. Certificate of Registration for GST and acknowledgement of up to date filed return if required.
 - IV. Certificate for ESI, EPF and PAN
5. 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 has been made available at GEM portal and at www.iisertvm.ac.in
6. Director, Indian Institute of Science Education & Research, Thiruvananthapuram shall be the "Accepting Authority" hereinafter referred to as such for the purpose of this Contract.
7. Bids must be accompanied with EMD (Earnest Money Deposit) amount specified for the work in clause 10 payable at THIRUVANANTHAPURAM and drawn in favour of The Director; IISER THIRUVANANTHAPURAM Bid Security shall have to be valid for 90 days beyond the validity of the bid.
- 8. Bid Security/EMD and Tender fee.**
- 9.1 Bid Security/EMD amounting to Rs.18,850/- shall be deposited in IISER THIRUVANANTHAPURAM Bank account through State Bank Collect as detailed below failing which the bid will be declared non responsive. Bidder shall submit GST number along with payment receipt.
- 9.2 Payment through SBI Collect as detailed below:**
<https://www.onlinesbi.com/sbicollect/icollecthome.htm> -> Accept Terms & Conditions then Click Proceed -> Select State- Kerala & Select Type of Corporate / Institution – Educational Institute -> Select Educational Institutions Name- IISER THIRUVANANTHAPURAM-> Select Payment Category – Works-Civil/Electrical -> Provide the details of payment along with the bank details of the bidder & proceed for payment page.
- 9.3 The required tender cost (nonrefundable) in the shape of demand draft in favour of "IISER THIRUVANANTHAPURAM" shall be deposited physically through speed post/registered post/courier in a sealed envelope, addressed to "The Project Engineer cum Estate Officer(I/C), IISER Campus, Near Jersey Farm, Maruthamala P.O, Vithura, Pin: 695551" super-scribing the "NIT No. along with Name of work" on the top of the envelope and should reach to the institute on or before the bid opening. Demand Draft received after the bid opening time will not be acceptable and the bidder shall be summarily rejected from tender. IISER TVM will not be responsible for any delay/loss during postal transit
- 9.4 Scanned copy of the net banking transaction receipt towards payment of EMD shall be uploaded on the GEM portal within the period of bid submission failing which the bid will be declared non responsive.
9. Bid shall be opened on the day fixed for opening of bids at **16.00** hours, in the presence of the Bidders who wish to attend. If the office happens to be closed on the date of receipt of the bids as specified, the bids will be received and opened on the next working day at the same time and venue.

10. Bidder's attention is also drawn to instruction of filling and submission of tender Attached herewith. You may forward your queries on tender documents and /or depute your technical representative for discussion on tender /drawings to clarify doubts, if any, at least two days before the date of submission mentioned in the website.
11. The Bidder may submit their questions/ queries/ clarifications if any, in writing or by email/ fax to reach the IISER THIRUVANANTHAPURAM at least two days before the date for bid submission. Bidders can send queries on their letter head referring tender on e-mail address **registrar@iisertvm.ac.in** at least five days before the start date and time of submission of the bids. Only relevant answers shall be answered and IISER THIRUVANANTHAPURAM shall not be responsible for delay in getting the answers.
12. If any amendment in the tender document uploaded on the website is necessitated due to any query raised by any bidder including the text of the questions raised (without identifying the source of enquiry) and the responses given will be uploaded as corrigendum on websites (URL:<https://eprocure.gov.in/eprocure/app>) and www.iisertvm.ac.in Bidders are requested to take note of the corrigendum and quote their rates accordingly. In case revised BOQ is uploaded on website by IISER, tenderer /bidder has to quote in revised BOQ only. The uploading quotation in pre-revised BOQ shall be considered as a willful negligence by the bidder and his quotation shall be considered as non-responsive.

13. Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of his Bid, and the IISER THIRUVANANTHAPURAM will in no case be responsible and liable for these costs.

14. Site visit & availability of site.

- a) The Bidder should inform the IISER in advance about the proposed site visit.
- b) 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.
- c) 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.
- d) 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.
- e) The site for the work is available for visit from the date of issue of the tender.

- f) The architectural and structural drawings shall be made available in phased manner as per requirement of the same as per approved program of completion submitted by the contractor after award of the work.

15. Content of Bidding Documents

- a) 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.
- b) 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.
- c) Notice inviting e-Tender shall form part of the Contract document.
- d) The documents listed below comprises one set of bid document that are issued to Bidders:

PART – I Envelope –I (Tender condition)

Volume I

- a) Notice Inviting Tender (Including eligibility criteria)
- b) Tender Form and General Rules and Directions for the Guidance of the Contractor
- c) Format of BG
- d) Schedule C

Volume- II

- a) Scope of work

PART-II Envelop II – (Financial bid)

Volume –III: Financial bid Schedule of Quantity (SOQ).

16. Amendment of Bid Documents

Before the deadline for submission of bids, the IISER THIRUVANANTHAPURAM may modify the bidding documents by issuing corrigendum. Any corrigendum so issued shall be part of the bid documents as well as Contract document and shall be on uploaded website [GEM portal](#) and www.iisertvm.ac.in Bidders should take note of the uploaded corrigendum and submit the tenders accordingly.

17. Bid Validity

The bids submitted shall remain valid for acceptance for a period of 90 days from the date of opening of the technical bids. If any bidder withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the IISER, THIRUVANANTHAPURAM, then the IISER, THIRUVANANTHAPURAM shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the bidder shall not be allowed to participate in the any tendering process of IISER TVM for a period of 3 years.

18. Bid Opening

- a) Online bid documents submitted by intending bidders shall be opened only of those bidders, whose EMD is deposited online with IISER THIRUVANANTHAPURAM and scanned their scanned copies i/c tender documents scanned and uploaded are found in order. On the due date and appointed time as specified in clause 11. IISER, THIRUVANANTHAPURAM will first open Envelope – I of bid. Bidders satisfying conditions of 19.1, including amendment as per clause 17 if applicable, in the presence of the Bidders or their representatives who choose to attend In the event of the specified date for Bid opening being declared a holiday by the IISER, THIRUVANANTHAPURAM, and the Bids will be opened at the appointed time and location on the next working day.
- b) Financial bids of the bidders who have submitted unconditional Bids together with requisite Bid security and meeting the eligibility criteria as specified in the NIT shall opened in the presence of representatives of intending bidders on the date and time specified in the NIT for opening of the financial bid.

19. Clarification of Bids

- a) To assist in the examination and comparison of Bids, the IISER, THIRUVANANTHAPURAM 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, THIRUVANANTHAPURAM in the evaluation of the bids.
- b) No, Bidder shall contact the IISER, THIRUVANANTHAPURAM on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.
- c) 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.
- d) Indian Institute of Science Education and Research THIRUVANANTHAPURAM, 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.
- e) If the Bid of the successful Bidder is seriously unbalanced in relation to the Engineer- in-charge or his representative's estimate of the cost of work to be executed under the contract, the IISER, THIRUVANANTHAPURAM 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.

20. Award Criteria

- a) IISER THIRUVANANTHAPURAM reserves the right without being liable for any damages or obligation to inform the bidder to:
 - 20.a.1. Amend the scope and value of the contract to the bidder
 - 20.a.2. Reject any or all applications without assigning any reasons
 - b) IISER, THIRUVANANTHAPURAM 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
21. 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.
22. 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 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 program chart (Time and Progress) within the period specified in Schedule C.
23. 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.)
24. The bid submitted shall become invalid if;
- i. The bidder is found ineligible
 - ii. The bidder does not submit EMD.
 - iii. The bidder does not upload all the documents (including GST registration, ESI,EPF,) 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

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

**Project Engineer cum Estate Officer(I/C)
IISER TVM**

SECTION II

ADDITIONAL INFORMATION AND INSTRUCTION TO APPLICANTS

1.0. GENERAL

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

The entire WORK “**Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram**” will be executed under a Single Point Responsibility system under composite contract system. In general scope of work shall be as per BOQ and includes “**Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram**” complete as per BOQ and architectural drawings.

- ❖ Work shall in general be executed as per, CPWD’s General Conditions of the Contract 2020 for Maintenance works with correction slips issued up to last date of submission of bids, particular Technical Specifications, CPWD Specifications, National Building code of India, relevant Indian Standard (IS) Codes, etc.
- ❖ After acceptance of the tender the lowest bidder should submit the “General Conditions of the Contract 2020 for Maintenance works” as said above along with the contract agreement.
- ❖ As these buildings will have green building features, Contractors are expected to provide adequate and complete documentation, towards obtaining certification from GRIHA.
- ❖ 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 integrity pact 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 is 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 Executive Engineer 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 pre-qualification document is submitted, unless it is called for by Employer.

- 1.6 The applicant may engage sub vendors for execution of Electrical, Lifts, and HVAC as mentioned below, or may execute the same on their own. In either case, the eligibility criteria given below shall be satisfied.

The applicant Principal Contractor shall associate (Association through MOU / Subsisting agreement) with contractors for Electrical/ HVAC /Fire Detection / Lifts who shall satisfy the eligibility criteria/ given below for each type of specialized Electrical Mechanical agency. For this purposes, the applicant principal contractor shall give at least 2 (Two) names for each category of associates. IISER will approve associates after verifying their credentials and experience. However, responsibility of getting the work done efficiently will rest with the Principal contractor. The consent letter from different associates shall also be enclosed along with tender.

The Principal contractor or Associates shall be required to possess valid license for respective trade for executing the specialized services.

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

INTEGRITY PACT

To,

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

Sub: SUBMISSION OF TENDER DOCUMENTS FOR THE WORK OF “

Name of work & Location: Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram

NIT NUMBER: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

Dear Sir,

It is here by declared that IISER is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the IISER.

Yours faithfully

-Sd/-

Engineer in Charge

**INTEGRITY PACT
(TO BE SUBMITTED IN BIDDER'S LETTER PAD)**

To

The Director,
Indian Institute of Science Education & Research,
Maruthamala P.O, Vithura,
Thiruvananthapuram
Kerala
Pin: 695551

Sub: Submission of tender documents for the work of “**Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram**”

NIT: **IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022**

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 Article1of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/ our failure to sign and accept the Integrity Agreement, while submitting the tender/ bid, IISER shall have unqualified, absolute and unfettered right to disqualify the tenderer/ bidder and reject the tender/ bid in accordance with terms and conditions of the tender/bid

Yours faithfully

(Duly authorized signatory of the Bidder)

To be signed by the bidder and the signatory competent / authorized 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 Director, (Hereinafter referred as the 'Principal/Owner', which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

AND

.....
(Name and Address of the Individual/firm/Company)

Through..... (Hereinafter referred to as the (Details of duly authorized signatory)

"**Bidder/Contractor**" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)

Preamble

WHEREAS the Principal / Owner has floated the Tender (NIT No.) (hereinafter referred to as "**Tender/Bid**") and intends to award, under laid down organizational procedure, contract for

.....
(Name of work)
hereinafter referred to as the "**Contract**".

ANDWHEREAS 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).

ANDWHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this INTEGRITY PACT(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 endeavor to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- 2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

Article 2: Commitment of the Bidder(s)/Contractor(s)

- 1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of **fraud or corruption or Coercion or Collusion** of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- 2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
 - a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.
 - b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
 - c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

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

Article 3: Consequences of Breach

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

- 1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days' notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. **Such exclusion may be forever or for a limited period as decided by the Principal/Owner.**

- 2) **Forfeiture of EMD/Performance Guarantee/Security Deposit:** If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- 3) **Criminal Liability:** If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.
- 4) **Article 4: Previous Transgression**
 - 1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.
 - 2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
 - 3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

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

- 1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/ sub-vendors.
- 2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- 3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

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

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

Article 7- Other Provisions

- 1) This Pact is subject to Indian Law, place of performance and jurisdiction is the **Headquarters of the** Principal/Owner, who has floated the Tender.
- 2) Changesandsupplementsneedtobemadeinwriting. Sideagreementshavenotbeenmade.
- 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) Itisagreedterm and condition that anydispute or difference arising between the parties with regard to the terms of this INTEGRITY PACT/ 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)
Officer(I/C)

Project Engineer cum Estate
IISERTVM

(For and on behalf of Bidder/Contractor)

WITNESSES: 1..... (Signature, name and address)
2. (Signature, name and address)

Place:

Dated:



**INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH
IISER THIRUVANANTHAPURAM**

Name of work & Location: Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram

NIT NUMBER: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

SECTION – II

ITEM RATE & CONTRACT FOR WORKS

SECTION- II

Tender Form

ITEM Rate Tender & Contract for Works

Name of work & Location: Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram

NIT NUMBER: IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022

- (a). Tender(s) to be submitted online by (time) **16.00 hours on 18-10-2022**
- (b). Tender(s) to be opened in presence of tenderers who may be present in the office of the Project Engineer cum Estate Officer(I/C), Indian Institute of Science Education and Research, THIRUVANANTHAPURAM

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F. Specifications applicable. Drawings & Designs, General Rules and Directions, Conditions of Contract, clause of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender documents for the work.

I/We hereby tender for the execution of the work specified for the Director, IISERTVM within the time specified in Schedule "F", viz., schedule of quantities and in accordance in all respects with the specifications, designs, drawings and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respects in accordance with, such conditions so far as applicable.

I/We agree to keep the bid open for 90 Days from the date of opening of bid and not to make any modifications in its terms and conditions.

A sum of Rs. **18,850/-** is here by attached. in Treasury Challan/Deposit at call Receipt of a Scheduled Bank/fixed deposit receipt of schedule bank/demand draft of a Scheduled bank / Bank Guarantee issued by a schedule bank/SBI collect receipt, as earnest money. If I/we, fail to furnish the prescribed performance guarantee within prescribed period. I/we agree that the said Director, IISERTVM or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/we fail to commence work as specified, I/we agree that Director, IISERTVM or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained or referred to therein and to carry out such deviations as may be ordered, up to maximum of the percentage mentioned in schedule "F" and 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 both earnest money & Performance Guarantee as aforesaid, I/we shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in

CPWD in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee

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.

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 THIRUVANANTHAPURAM.

Dated

Signature of Contractor Seal

Postal Address

Witness:

Occupation:

Address:

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director IISER, THIRUVANANTHAPURAM for sum of Rs.....(Rupees.....)

.....)

The letters referred to below shall form part of this contract Agreement:-

(a)

(b)

(c)

For & on behalf of the Director, IISER
THIRUVANANTHAPURAM

Signature.....

Dated.....

Designation.....

SCHEDULE FOR WORKS

(Operative Schedules to be supplied to each intending tenderer)

SCHEDULE 'A': Schedule of quantities Enclosed as Financial bid document

SCHEDULE 'B': Schedule of materials to be issued to the contractor.

Sl no.	Description of item	Quantity	Rates in figures & words at which the Place of material will be charged to the contractor Issue
1	2	3	4
- NIL -			

SCHEDULE 'C': Tools and plants to be hired to the contractor

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

SCHEDULE 'D': General conditions and requirements /documents for the work, if any, specification of work, if any etc.

As attached

SCHEDULE 'E': Reference to General Conditions of contract: General Conditions of Contract for CPWD Maintenance Works–2020 amended up to the last date of submission of online tender

- a. Name of work: **Annual Maintenance Contract for Fire Fighting systems, Fire alarm and Public Addressing systems, refilling of fire extinguishers installed in IISER campus, Thiruvananthapuram**
- b. NIT NUMBER: **IISERTVM/EO/E&M/101-W/32/2022-23 dated: 15-12-2022**
- c. Estimated cost put to tender : **Rs. 9,42,039/-**
- d. Earnest money : **Rs. 18,850/-**
- e. Performance Guarantee : **5% of tendered value.**
- f. Security Deposit : **2.5 % of tendered/accepted value**

SCHEDULE 'F':

GENERAL RULES & DIRECTIONS: General Conditions of Contract for CPWD Maintenance Works-2020 with up to date amendments (As on Date of opening of price bid) shall be read with NIT.

Officer inviting tender: Project Engineer cum Estate Officer (I/C), IISERTVM

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: 30%

Definitions:

2(v) Engineer-in-Charge : Engineer as authorized by IISER TVM

2(viii) Accepting Authority : Director, IISER THIRUVANANTHAPURAM

2(x) Percentage on cost of materials and labour : 15%
to cover all overheads and profits

2(xi) Standard schedule of Rates:

9(ii) Standard contract Form : Item rates contract

Clause 1

- (i) Time allowed for submission of Performance Guarantee, Programme Chart (Time and Progress) and applicable labour licenses, registration with EPFO, ESIC and BOCW Welfare Board including provident fund code No. if applicable or Proof of applying thereof from the date of issue of letter of acceptance - **15days**
- (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, Thiruvananthapuram
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Clause 2 A

Whether Clause 2A shall be applicable.	Not Applicable
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Clause 5

Number of days from the date of issue of letter of award works for reckoning date of start	15 days
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Table of Mile stone(s):-

Sl no.	Description of Milestone (Physical)	Time allowed in days (from the date of start)	Amount to be withheld in case of non-achievement of milestone. (% of tendered amount of respective Electrical component)
-NIL-			

Time allowed for execution of work : 365 days

Authority to reschedule Milestones : Engineer in charge

Authority to give fair and reasonable extension of time for completion of work: Engineer in charge

- (i) Shifting of date of start in case of delay in handing over of site: Director

Clause 6, 6 A

Clause applicable- (6or 6A)

6A Applicable

Norunning account bill shall be paid for the work till the applicable labour licenses, registration with GST, EPFO, ESIC and BOCW Welfare board, whatever applicable are submitted by the contractor to the Engineer in charge.

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	Not Applicable
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Clause 7A

Whether clause 7A shall be applicable	Not Applicable
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Clause 10

List of testing equipment to be provided by the contractor at site lab.	As per work requirements
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Clause 10A

Whether Clause 10 A shall be applicable	Applicable
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Clause 10 B

Whether Clause 10B shall be applicable	Applicable
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Clause 10B(i)

Whether Clause 10B(i) shall be applicable	Applicable
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Clause 10B(ii)

Whether Clause 10B(ii) shall be applicable	Not Applicable
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Clause 10 C

Component of labour expressed as percent of value of work	Applicable
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Materials covered under this Clause	Nearest Materials (other than cement*, reinforcement bars, the structural steel and POL) for which All India whole sale Price Index to be Followed	Base price and its corresponding period of all the materials covered under clause 10CA
-NA-		

Clause 10CA

Whether clause 10CA shall be applicable	Not Applicable
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CLAUSE 10CC

Clause 10 CC to be applicable in contracts with stipulated period of completion exceeding the period shown in next column.....	NO
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Schedule of component of other Materials, Labour, POL etc. for price escalation.

Component of civil- Xm.....% (Except materials covered under Clause10CA) Electrical Construction materials expressed as percent of total value of work	0%
Component of Labour - Y.....% expressed as percent of total value of work	85%
Component of P.O.L- Z.....% expressed as percent of total value of work	NIL

Clause 11

Specifications to be followed	<ol style="list-style-type: none"> 1. Specification as mentioned in the tender documents 2. CPWD General specification 3. IS specification 4. Original Equipment Manufacturer's specification 5. Engineer in charge's decision
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Clause 12

Type of work : **Operation and Maintenance**

12.2 & 12.3	Deviation Limit beyond which clause 12.2 & 12.3	30%
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation work	N.A.

Clause 16

Competent Authority for deciding reduced rates	The Director, Indian institute of Science Reduced rates Education &. Research, Thiruvananthapuram
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Clause 18

List of mandatory machinery, tools & plants To be deployed by the contractor at site at his cost	As required for timely execution of work
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Clause 25

Constitution of Dispute Redress Committee: Building and Works Committee

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.N	Technical Representative (s)	Qualification & Discipline of the Technical representative	Minimum Experience of the Technical representative(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
Nil						

Note: Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers. Diploma Holder with minimum 10 years relevant experience with a reputed construction 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.