

Ref. No. : IISER-K/IWD/Elect./ LT\_ACB services/21-22/11

Date: 16.08.2021

### NOTICE INVITING TENDER

Director, Indian Institute of Science Education and Research - Kolkata, Mohanpur Campus, Mohanpur -741246, Nadia invites e-Tender in two parts from bonafide & resourceful agencies /contractors for servicing of LT Air Circuit Breaker at IISER-Kolkata, Mohanpur Campus.

<b>Name of Work</b>	Servicing of ABB make LT ACB Cubicles at ESS-1,2 & 3 of IISER-Kolkata, Mohanpur Campus.	
<b>NIT No.</b>	IISER-K/IWD/Elect./LT_ACB services/21-22/11 Date: 16.08.2021	
<b>Mode of Submission of Bids</b>	Bidding documents can directly be downloaded from institute website <a href="https://www.iiserkol.ac.in/web/en/announcements/tender">https://www.iiserkol.ac.in/web/en/announcements/tender</a> The Bidder should deposit the cost of tender paper through NEFT/RTGS separately in the bank account number given below and obtain acknowledgment of the transactions. Self signed copy of these acknowledgments should be submitted with the tender.	
<b>IMPORTANT DATES:</b>		
<b>Publishing Date</b>	16.08.2021	After 15.00 Hrs
<b>Document Sale Start Date</b>	16.08.2021 (same as publishing date)	After 16.00 Hrs
<b>Document Sale End Date</b>	30.08.2021 (15 days from date of publishing)	Up to 15.00 Hrs
<b>Clarification Start Date</b>	N/A	
<b>Clarification End Date</b>	N/A	
<b>Pre Bid Meeting Date</b>	N/A	
<b>Bid Submission Start Date</b>	16.08.2021 (same as publishing date)	After 16.00 Hrs.
<b>Bid Submission End Date (Online)</b>	30.08.2021 (15 days from date of publishing)	Up to 16.00 Hrs
<b>Technical Bid Opening Date</b>	31.08.2021 Next day after Bid submission end date	At 11.00 Hrs.
<b>EMD</b>	Nil, As per the office memorandum no.F.9/4/2020-PPD dated 12.11.2020 from department of expenditure under ministry of finance subject to GFR 2017 contractor should only submit the declaration with the Technical Bid Document as per the proforma Declaration letter enclosed herewith	
<b>Cost of BID Document</b>	Rs 500/-	
<b>Bank Account Details of the Institute</b>	NAME OF THE ACCOUNT HOLDER: IISER KOLKATA ACCOUNT NUMBER: 089301000011530 IFS CODE OF THE BRANCH: IOBA0000893 BANK NAME: INDIAN OVERSEAS BANK, SALT LAKE BRANCH	

**SUPERINTENDENT ENGINEER**  
Institute Works Department (IWD)  
(For & on behalf of the Director, IISER-Kolkata)

**Notice Inviting Tender for Servicing of ABB make LT ACBs Cubicles at ESS-1,2 &3 of IISER-Kolkata, Mohanpur Campus.**

Director, Indian Institute of Science Education and Research - Kolkata, Mohanpur Campus, Mohanpur -741246, Nadia invites Tender in two parts from bonafide & resourceful agencies /contractors for servicing of ACB at IISER-Kolkata, Mohanpur Campus.

Details of terms and conditions are as below:

**PREQUALIFICATION CRITERIA**

1. The bidder firm should be a Authorized Service Partner of any reputed ACB Manufacturer in India & should have well experience in electrical servicing work of LT ACB ranging from 800 A to 3200 A in reputed Organizations, Central Govt. Autonomous Intuitions, Central public sector undertaking, any State Government Electricity supply/Distribution organization. It is required to submit along with the Technical Bid the Authorization letter from manufacturer of ACB for conducting similar nature of servicing work
2. The contractor should have successfully completed similar servicing works of LT ACB ranging from 800 A to 3200 A 415 V system in the preceding 03 calendar years (i.e. 2020-21, 2019-20, and 2018-19) prior to tender opening up to last day of the month previous to the one in which the tenders are invited.
  - a. Three similar completed work each costing not less than Rs 70000/-  
Or
  - b. Two similar completed work each costing not less than Rs. 80000/-  
Or
  - c. One similar completed work costing not less than Rs. 130000/-

Client Work/Purchase Order/completion certificate must be submitted for certification of the capacity.

3. Bidder must have a turnover of minimum of Rs. 2.00 Lakh continuously in the last 03 preceding audited financial years (i.e. 2020-21, 2019-20, and 2018-19).Bidder must submit the documentary proof in the form of Audited Profit & Loss Account and Balance Sheets duly certified by chartered accountant.
4. The contractor / Service Provider must have valid Trade License issued by state administration of the state in which the contractor is working.
5. The contactor / Supplier should have valid registration with all Statutory Authorities such as Registrar of firms, GST issued by competent authority.
6. The contractor should submit documentary evidence in support of fulfilling eligibility criteria mentioned above.

**Procedure for submission of Bids:**

The complete tender may be sent by post to the above mentioned address captioned "Tender for Servicing of ABB make LT ACBs Cubicles at ESS-1,2 &3 of IISER-Kolkata, Mohanpur Campus.". The envelope should be addressed to **The Superintendent Engineer (IWD)**. The sealed tender documents should be reached to "**Dispatch section, C V Raman AAC bldg., Mohanpur-741252, Indian Institute of Science Education and Research Kolkata**" office on or before schedule date and time.

- 1) Bidder should log into the site well in advance for bid submission so that he/she submit the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to properly sign and submit the required bid documents one by one as indicated in the tender document.
- 3) The Bidder should deposit the cost of tender paper through NEFT/RTGS separately in the Bank Account number given below and obtain acknowledgment of the transactions. A self signed copy of these acknowledgments should be submitted with the offline Bid.

**NAME OF THE ACCOUNT HOLDER: IISER KOLKATA**

**ACCOUNT NUMBER: 089301000011530**

**IFS CODE OF THE BRANCH: IOBA0000893**

**BANK NAME: INDIAN OVERSEAS BANK, SALT LAKE BRANCH**

**EMD**

As per the office memorandum no.F.9/4/2020-PPD dated 12.11.2020 from department of expenditure under ministry of finance **the bidders need not required to deposit the EMD**

However as per GFR 2017 contractor should only submit the declaration with the Technical Bid Document as per the proforma **Declaration letter** enclosed herewith. If the vendors withdraw/modify in bids during the bidding process the vendor will be suspended/debarred form participating in any tendering process for a period of One year from the date of issuance of suspension order.

**4) The bidders are advised to take into account the amendments/Corrigendum published time to time before submission of their bids against this tender. If any bidder has already submitted his/her bid, then he/she may resubmit his/her bid taking into account amendments/Corrigendum.**

5) Bidders not submitting any of the required documents will be summarily rejected.

The bids (complete in all respect) must be submitted in Two Parts (Technical and Financial bids) as explained below:

PART I : Technical BID	PART II : Commercial BID
<p><b><u>The Technical Bid shall contain the following documents:</u></b></p> <p>Off line Bids must be accompanied by self signed Declaration letter for exemption of EMD on Letter Head &amp; Tender Paper cost (Rs. 500/-) as specified above.</p> <ul style="list-style-type: none"> <li>➤ Supporting documents as stated in the pre-qualification Criteria (Sl. No. 1 to 6) .</li> <li>➤ Each page of the Tender documents, Terms &amp; conditions and <b>Annexure- I, II, III, IV &amp; VI</b> as per enclosed proforma along with the Tender duly filled &amp; signed (<b>except the Price BID Format</b>) by the person/persons on behalf of the organization having necessary authorization/Power of Attorney to do so to be submitted.</li> <li>➤ Please note that the documents submitted with technical bid shall not contain any indication of price/rate/charges in Part-I of the tender.</li> </ul>	<p><b><u>The Commercial Bid shall contain the following documents:</u></b></p> <ul style="list-style-type: none"> <li>➤ Price Bid/ Schedule of Quantities as per format enclosed with the tender document.(<b>Annexure- V</b>) and</li> <li>➤ <b>BOQ Format (Annexure- VII)</b></li> </ul>

### TERMS & CONDITIONS:

#### GENERAL SPECIFICATION

All electrical Services should strictly follow the prescribed Specification, quantity, quality and Indian Standards supported by relevant test and warranty certificates. Failing which the services will not be accepted. The decision of Engineer in Charge in this regard is final and bound to the supplier.

#### TECHNICAL SPECIFICATION FOR ELECTRICAL WORK

##### SCOPE

This specification covers servicing of ABB make LT ACB in good condition having specified quality and quantity to the electrical sub-station at IISER Kolkata Mohanpur Campus strictly as per the BOQ. However competent authority

of IISER-Kolkata reserves all the right for addition/deletion/alteration/deviation of any of the item(s) in the schedule of quantity without any prior notice to the tenderer.

### SERVICING

Servicing of work shall be conducted as per the norms of IS and OEM of the approved make & quality. A proper check list of Servicing of work of approved brand and manufacturer is indicated in the annexure. If the check list of servicing mentioned above stipulates two or more or alternative ways of any work, the decision as to which servicing procedure shall be used in the work shall be taken by the Institute and the contractor shall provide the servicing so selected without any extra cost. During servicing of the ACBs, if any minor operational functionality such as tripping or closing functionality of individual ACBs found defective by the service provider, that will be rectify by them at site without any cost implementation. It is also to be noted that any consumable item for testing like CRC,-226,WT-40,Clothes grease etc will be provided by the service provider.

In case, any Test are required to be obtained from any NABL accredited Testing Labs other than those listed on account of non availability then prior approval from Institute will be necessary, supported by relevant test certificates qualifying the required standard. Further tests as directed by the Engineer-In-Charge shall also be carried out by the contractor at their own cost, if required.

Contractor shall conduct all the servicing work with testing in an appropriate manner at the site for verification by the Engineer-In-Charge.

#### Scope of work

		<b>PREVENTIVE MAINTAINANCE ON FRIST VISIT</b>	<b>2ND VISIT-HALF -YEARLY HEALTH CHECKUP</b>	<b>3RD VISIT BREAKDOWN VISIT</b>
SI No	Equipments	Description of work	Description of work	Description of work
1	415V Air circuit Breaker	Visual checking of ACB	Visual checking of ACB	AS PER BREAKDOWN CONDITION
		Checking ACB spring charge electrically/manually	Checking ACB spring charge electrically/manually	
		Checking ACB tripping through protection relay.	Checking ACB tripping through protection relay operation.	
		Measurement of contact resistance (by mill volt drop test or with digital micro ohmmeter)	Measurement of contact resistance (by mill volt drop test or with digital micro ohmmeter)	
		Physical checking of Breakers & breaker operation test both manually and Electrically (5 Operations each).	Physical checking of Breakers & breaker operation test both manually and Electrically (5 Operations each).	
		Check fixed and moving contacts & measurement of IR values	Check fixed and moving contacts & measurement of IR values	
		Check close & trip coil, check earth continuity	Check close & trip coil, check earth continuity	
		Cleaning the breaker compartment thoroughly	Control circuit checking with auxiliary rotary switch checking	
		Control circuit checking with auxiliary rotary switch checking	Lubricate the breakers if necessary	
		Lubricate the breakers if necessary	Apply grease / petroleum jelly on movable required part. IR Test	

			with IR tester	
		Closing & opening timing test for all three poles	Check spring charging motor.	
		Apply grease / petroleum jelly on movable required part. IR Test with IR tester	Physical checking of Breaker housing	
		Check spring charging motor.	No unplugged holes to be left & no foreign materials left over.	
		physical verification of any wear & tear in the breaker and rectify it, if possible		
		Physical checking of Breaker housing		
		No unplugged holes to be left & no foreign materials left over.		
2	Control & Relay Panel With CT & PT	Check auxiliary supply and control voltage.	Check auxiliary supply and control voltage.	AS PER BREAKDOWN CONDITION
		Check control and power fuses/ indication lamps	Check control and power fuses/ indication lamps	
		Check the space heater.	Check the space heater.	
		Checking of control circuit & tighten the connections if any.	Checking of control circuit & tighten the connections if any.	
		Current Transformer IR, Polarity, winding resistance, Ratio & Knee point for class 5P10 Testing		
		Potential Transformer IR, winding resistance & ratio test.		
		Numerical Relay functional checking & Testing.		
3	415 Volt Panel Bus-Bar, Cable compartment & Breaker compartment.	Checking the space heater	Checking the space heater	AS PER BREAKDOWN CONDITION
		IR test of bus	IR test of bus	
		Cleaning the breaker compartment thoroughly	Cleaning of the cable chamber & outside panel	
		Contact resistance Test without opening of busbar insulation tape & compound.	Checking cable end termination & tighten if required.	
		Cleaning of the cable chamber & outside panel	Check shutter operation.	
		Checking cable end termination & tighten if required.	Check tightness of circuit & earth connections.	
		Apply grease / petroleum jelly on required parts	Alignment check of ACB for proper rack-in & rack out.	
		Check shutter operation.	Alignment of panel doors for Breaker chamber & Rear door	

		Check tightness of circuit & earth connections.	Checking of limit switches , control cable conduit	
		Check busbar support insulators.	Condition of painted surfaces, condition of structure, door, wiring, Instruments, relays, power isolating contacts and auxiliary isolating contacts	
		Alignment check of ACB for proper rack-in & rack out.	Condition of all indicating instruments, Cleaning & lubrication of moving parts, tightening of nuts & bolts, checking of trolley wheels alignment during insertion	
		Alignment of panel doors for Breaker chamber, Rear door		
		Checking of limit switches , control cable conduit		
		Phase barrier setting in cable chamber		
		Condition of painted surfaces, condition of structure, door, wiring, Instruments, relays, power isolating contacts and auxiliary isolating contacts		
		Condition of all indicating instruments, Cleaning & lubrication of moving parts, tightening of nuts & bolts, checking of trolley wheels alignment during insertion		

### SPECIFICATIONS

Unless specifically mentioned otherwise, all applicable codes and standards published by the Bureau of Indian Standard and all other such publication as may be published by them after supply starts, shall govern in respect of design, workmanship, quality and properties of material and method of testing.

#### Quality:

All servicing work should have the good quality as per the specification. Regarding the quality of the service , decision of Engineer in Charge is final in this regard and bound to the service provider.

#### Quantity:

It is mandatory to service all the items as per specified quantity only. Incomplete and shortfall of quantity of items will not be considered. The decision of the competent authority is final in this regard. Before submitting the tender the bidder should confident enough about the availability and servicing of all the items within stipulated time.

The quality and quantity of the materials of the servicing work will be checked at the time of work. Necessary test and warranty certificates are to be submitted at the time of work.

#### General Terms and Conditions:

The bidders are requested to read the instructions carefully before submitting the tender. The tender will be not be accepted without notice for the bidders who does not fulfill the eligibility criteria and do not have sufficient documents that are asked for.

It is mandatory to quote and servicing of all the items with stipulated quality and quantity.

**The tender is valid for 120 Days from the date of publication in the Institute Website. .**

Conditional Tender will summarily rejected without notice.

IISER Kolkata reserves the right to accept / reject any or all the tenders without assigning any reason thereof.

Abnormal rates (less / high) will not be considered. IISER Kolkata reserves the right to award the contract to the service provider having a justified rates only. In this regard it is not mandatory to award the contract to the lowest bidder only. The decision of the tender committee is final in this regard and bound to the contractor.

Incomplete tender will not be considered.

IISER Kolkata reserves the right to verify , scrutiny & cross checking of all the documents & credentials for authentication , that are submitted by the bidders in support of eligibility and qualification for consideration in bidding process.

The cost of Bid document is not refundable.

The priced bid will be opened only for those bidders who will be qualified in the Technical Bid.

The rate should contain all applicable taxes and transportation charges of the materials up to IISER Kolkata Mohanpur Campus.

#### **TESTING:**

During servicing if any materials are required to be tested , this will be tested at the time of work at IISER Kolkata site before accepting. Necessary factory test certificates and batch & serial no of the items is to be verified.

#### **PREAMBLE TO THE SCHEDULE OF WORK**

The successful tenderer shall carefully go through the Clauses of Invitation to Tender, Specification, BOQ and shall include in his rates any sum he may consider necessary to cover the fulfillment of the various clauses contained therein. Unit prices stated in the schedule of item against the item of work shall be inclusive of all applicable taxes and transportation charges consumables necessary to complete the said work within the contemplation of the contract. Beyond the unit prices no extra amount will be paid for incidental contingent work and materials.

The quantities mentioned in the schedule of work are probable quantities and it must be clearly understood that the contract is not a lump sum contract, that the probable quantities, the value of the entire tender are only indicative and Institute does not in any way assure the tenderer or guarantee that the actual quantity of work would correspond to the probable quantities in the tender. IISER-K reserves the right to increase/exclude any of the Schedule items on reasons of the rates not being reasonable or subsequent change in requirement during servicing.

#### **Rates:**

The rates quoted by the Contractor shall include for servicing of work with applicable taxes, transportation charges necessary for completing the work in the best and most workmanship like manner to the satisfaction of the Institute and for maintaining the same. The rates shall be complete in all respects also including cost of materials, labour, supervision, tools and plant, transport, sales and other taxes royalties, duties and materials, contingencies, breakage, wastage, sundries, scaffoldings, etc., on the basis of works contract. The rates quoted shall include all taxes, duties, transport, **GST** or any other levies applicable under the statute including comprehensive warranty obligation as mentioned in the BOQ. The rates quoted by the Contractor shall be net so as to include all requirements described in the contract agreement and no claim whatsoever due to fluctuations in the price of material and labour will be entertained.

No change in unit rate will be admissible on any variation of quantity.



### Performance Security

The performance security will be considered 3% of the awarded contract value and the contractor should submit in the form of a Demand draft/ Banker's Cheque/Bank Guarantee drawn on scheduled Commercial Bank based in India and should be in favour of "IISER KOLKATA" payable at Kolkata in original.

Performance Security submitted in for of PBG shall remain valid until the expiry of the defect liability of 24 months from date of order

Performance Security money submitted in form of DD/Cheque shall be refunded after expiry of defect liability

Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Institute may make the award to the next lowest evaluated bidder or call for new bids.

### Completion Period

The job should be completed within 30 days from the date of issuance of Work Order letter. No extension shall be granted to the contractor unless the reasons are beyond his control and the engineer in-charge is satisfied

### Payment term:-

**The payment will be made to you as and when the R.A. bills are submitted by you as per the progress of work.**

**Payment will be made in Full as per RA bill wise, with following terms:-**

- 75% payment will be made on receipt of completion of servicing work after 1 st servicing in satisfactory condition and verification thereof subject to inspection of materials and Guarantee Certificates.
- Balance 20% payment will be made on receipt of completion of servicing work after 2 nd servicing in satisfactory condition and verification thereof subject to inspection of materials and Guarantee Certificates
- Rest 5% payment will be made on receipt of completion of servicing work after 1(one) year from the date of issuing the Order subject to servicing in satisfactory condition and verification along with inspection of materials and Guarantee Certificates. Also subject to submission of 3% Bank Guarantee as per terms.

No advance payment considered during the work.

Annexure-I

To be signed by the bidder and same signatory competent / authorized to sign the relevant contract on behalf of IISER-KOLKATA.

**INTEGRITY AGREEMENT**

This Integrity Agreement is made at ..... on this ..... day of .....20.....

**BETWEEN**

Director, IISER-KOLKATA represented through Superintendent Engineer, IWD, IISER-KOLKATA, Mohanpur Campus, Mohanpur – 741246, Dist. Nadia, West Bengal, (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

.....  
(Details of duly authorized signatory)

(Hereinafter referred to as the “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: **IISER-K/IWD/Elect./ LT\_ACB services/21-22/11**] (hereinafter referred to as “Tender/Bid”) and intends toward, under laid down organizational procedure, contract for ‘**Servicing of ABB make LT ACBs Cubicles at ESS-1,2 & 3 of IISER-Kolkata, Mohanpur Campus.**’ hereinafter referred to as the “Contract”.

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and offairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as “**Integrity Pact**” or “**Pact**”), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

**Article 1: Commitment of the Principal/Owner**

1. The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles :
  - a. No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - b. The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
  - c. The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
2. If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

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

### **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, IISER-KOLKATA.

**Article 7- Other Provisions**

1. This Pact is subject to Indian Law, place of performance and jurisdiction is the **Head quarters of the Division** 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 intentions.
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-II

(Draft of letter to be submitted by the tenderer in Part-I of Tenders)

(Technical bid)

To,  
The Superintendent Engineer, IWD,  
IISER-KOLKATA,  
Mohanpur Campus, Nadia.

Sub: Submission of Tender for the work of ‘Servicing of ABB make LT ACB Cubicles at ESS-1,2 &3 of IISER-Kolkata, Mohanpur Campus.’

Dear Sir,

I/We acknowledge that IISER-KOLKATA 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 BEREGARDED 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-KOLKATA. 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-KOLKATA shall have un qualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bids accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

ANNEXURE-III (Page 1 of 2)

**(BASIC INFORMATION)**

**Pre-qualification criteria:**

1	Name of the Contractor / Firm / Organization / Company.	
2	Official Correspondence address at with contact person's name, telephone number, mobile number, <b>E-mail</b> etc. ( <b>Mandatory for regular correspondence</b> )	
3	Type of Firm / Organization, whether proprietorship, partnership or private limited company etc.	
4	Year of establishment	
5	Name of the Proprietor / Partners / Directors in Organization	a) b) c) d)
6	a) Details of Registration (Firm, Company etc) i. Registering Authority ii. Date iii. Number  b) Details of Trade license i. Registering Authority ii. Reg No. iii. Date of issue. iv. Date of expiry.	

on behalf of the Firm / Organization and Seal

ANNEXURE-III (Page 2 of 2)

8	a) Details of Income Tax Permanent Account Number. b) Details of GST	
9	Annual turnover of the firm for last three years (in Rs. 2.00 Lakhs) (Furnish copies of Balance Sheet and Profit & Loss Account)	a) For 2020-21: b) For 2019-20: c) For 2018-19:
10	IT returns of last Three assessment years (Please enclose CA certified copy)	
11	Details of transaction for submission of Cost of Bid/EMD (Please mention Bank Name & Branch, Transaction Ref. No, Date etc.) & Declaration Letter for Exemption of EMD i) Cost of Bid Document(Rs. 500/-) ii) EMD	
12	Bank Account Details of the Bidder (Account No. Bank Name & Branch, IFSC Code etc )	

Signature of the Contractor / Authorized person  
on behalf of the Firm / Organization and Seal



**DETAILS REQUIRED FOR ELECTRONIC TRANSMISSION**

<b>A) Details of Account Holder:</b>	
Name of the Account Holder	
Complete Contact Address	
Mobile Number	
Telephone Number	
Email Address	
PAN Number	

<b>B) Details of Bank:</b>	
Name of the Bank	
Branch Name	
Complete Address of the Branch	
Telephone Number	
Email Address	
Account Number	
Account Type	
IFS Code	

(Signature of the Account Holder)

**Signature of the Contractor / Authorized person**

on behalf of the Firm / Organization and Seal

ANNEXURE - IV

Past Experience as per table given below:

(Use Extra Sheet if required)

Sl. No.	Period of Contract		Name of the organization with whom worked	Type Of Contract	Value of Contract	Documentary evidence attached in support
	From	To				

Signature of the Contractor / Authorized person

on behalf of the Firm / Organization and Seal

Annexure-V

(Draft of letter to be submitted by the tenderer in Part-II of Tenders)

(Price Bid)

To,  
The Superintendent Engineer, IWD,  
IISER-KOLKATA,  
Mohanpur Campus, Nadia.

Sub: Submission of Tender for the work of 'Servicing of ABB make LT ACB Cubicles at ESS 1,2 &3 of IISER-Kolkata, Mohanpur Campus.'

Dear Sir,

With reference to the above Notice Inviting Tender, having gone through and understood the scope of services and terms & conditions forming part of the tender, we hereby enclose our offer as per the schedule:

**SCHEDULE OF RATES**

Particulars	Total Quoted Amount (Inclusive of GST)
Total Value offered for 'Servicing of ABB make LT ACB Cubicles at ESS-1,2 & 3 of IISER-Kolkata, Mohanpur Campus..'	_____ (Rs. In Figure)
	_____ (Rs. In Word)

Dated :

Signature of the Contractor / Authorized person  
on behalf of the Firm / Organization and Seal

**Annexure-VI**

**Declaration letter for exemption of EMD**

Whereas, I/We.....have submitted bids for the work.....  
.....NIT no. ....  
.....dated.....

I/we hereby submit the following the declaration in lieu of submitting the EMD.

1. If after the opening of the tender, I/we withdraw or modify the bids during the validity period of tender specified in the tender documents.
2. If, after the award of work, I/we fail to sign the contract, or to submit the performance security before the deadline in the NIT documents.

I/we shall be suspended for one year and shall not be eligible to bid for IISER Kolkata tenders from date of issuance of suspension order.

Note: EMD will not be exempted without this letter.

**Signature of the Contractor / Authorized person  
On behalf of the Firm / Organization and Seal**

Annexure-VII

BOQ for Servicing of ABB make LT ACB Cubicles at ESS-1,2& 3 of IISER-Kolkata, Mohanpur Campus.

ACB Model	Description of LT ACB in LT ACB Cubicle	Qty	Servicing Charges for 21(twenty one) ABB make LT ACB with LT Cubicle in Main panel of ESS-1,2 & 3	
			Service Charge for one LT ACB (inclusive All Taxes & Duties & Transportation charges for carrying testing kits & tools) in Rs.	Total Service Charge(inclusive All Taxes & Duties & Transportation charges for carrying testing kits & tools) in Rs
EMax E2	415 V, 800A-3200A, 50KA-65 KA	21		
	Total Amount (in Rs)			

Dated :

Signature of the Contractor / Authorized person  
on behalf of the Firm / Organization and Seal