



प्लाज़्मा अनुसंधान संस्थान
Institute for Plasma Research

Bhat, Gandhinagar 382 428, Gujarat, (India)
भाट, गांधीनगर ३८२ ४२८, गुजरात, (भारत)



भाग-I तकनीकी बोली

PART – I : TECHNICAL BID

कार्य का नाम /Name of work:

आईपीआर केम्पस, भाट, गांधीनगर, गुजरात, में ग्रीन ऑडिट, पर्यावरण ऑडिट और ऊर्जा ऑडिट का कार्य आयोजित करना।

Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat, Gandhinagar, Gujarat.

ई-निविदा सूचना सं.: IPR/TN/CIVIL-PR/04/2023

E-Tender Notice No: IPR/TN/CIVIL-PR/04/2023

दो बोली प्रणाली

Two Bid System

निविदा आमंत्रित करने वाले: **डीन (प्रशासन)**

प्राधिकारी का नाम और पता: प्लाज़्मा अनुसंधान संस्थान (IPR)

इंदिरा पुल के पास, भाट, गांधीनगर-382428

**Address of Tender:
Inviting Authority**

Dean (Administration)
INSTITUTE FOR PLASMA RESEARCH
Near Indira Bridge,
Bhat – Gandhinagar – Gujarat – 382428

Contact Person: Mr. Shailendra Trivedi,
Officer In-charge, e- Tender, IPR
(E-mail id: etender.icdc@ipr.res.in)
Telephone No. -079-2396 2000 – 2396 4009
Fax No. -079 -2396 2277

नोट : इस दस्तावेज़ के अंग्रेजी तथा हिंदी संस्करण में किसी भी विसंगति के मामले में अंग्रेजी संस्करण प्रबल रहेगा।

NOTE: In case of any contradiction between English and Hindi version, English version will prevail.

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Gandhinagar, Gujarat.

INSTITUTE FOR PLASMA RESEARCH
NEAR INDIRA BRIDGE, BHAT, GANDHINAGAR - 382 428

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Institute for Plasma Research

Bhat, Gandhinagar 382 428, Gujarat, (India)
भाट, गांधीनगर ३८२ ४२८, गुजरात, (भारत)



SECTION - 1 (i) Tender Notice (Newspaper Advertisement)

TENDER NOTICE NO: IPR/TN/CIVIL-PR/04/2023 (Two Bid System)

निम्नलिखित कार्य के लिए ई-निविदा मोड के माध्यम से योग्य बोलीकर्ताओं से दो भागों में ऑनलाइन निविदाएं आमंत्रित की जा रही हैं।

Online tenders are invited in **Two Parts** THROUGH e-tendering mode from and Eligible Bidders for the following work.

कार्य का नाम: Name of Work:	आईपीआर केम्पस, भाट, गांधीनगर, गुजरात, में ग्रीन ऑडिट, पर्यावरण ऑडिट और ऊर्जा ऑडिट का कार्य आयोजित करना। Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat, Gandhinagar, Gujarat.
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निविदा दस्तावेज विस्तृत निविदा सूचना के साथ <https://eprocure.gov.in/eprocure/app> पर निशुल्क देखने तथा डाउनलोड करने के लिए उपलब्ध है।

Detailed tender notice and Tender Document for the respective work is available on website <https://eprocure.gov.in/eprocure/app> for free view and downloading.

इस निविदा सूचना की प्रति देखने के लिए संस्थान की वेबसाइट पर भी उपलब्ध है।

A copy of this tender notice is also available on the Institute's website for viewing only <http://www.ipr.res.in/documents/tenders.html>

support.civiltenders@ipr.res.in

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SECTION – 1 (ii) Detailed Tender Notice

भाग-ए: ई-निविदा और ऑनलाइन जमा करने संबंधी जानकारी एवं निर्देश

PART-A: INFORMATION AND INSTRUCTIONS FOR e-TENDERING AND ONLINE SUBMISSION

Instructions for Online Bid Submission

(Department User may attach this Document as an Annexure in their Tender Document which provides complete Instructions for on line Bid submission for Bidders)

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

REGISTRATION

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

SEARCHING FOR TENDER DOCUMENTS

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

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PREPARATION OF BIDS

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: *My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.*

SUBMISSION OF BIDS

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

ASSISTANCE TO BIDDERS

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

Additional Notes:

1. Bids shall be submitted online only at CPP Portal website :
<https://eprocure.gov.in/eprocure/app>
2. The agency shall download the pre bid clarification if any for the work and upload the same (scanned copy) duly signed and sealed. The revised documents (if any) shall be uploaded in e tender portal.
3. Tenderers are advised to upload their documents well in advance, to avoid last minutes rush on the server or complications in uploading. Institute for Plasma Research, in any case, shall not be held responsible for any type of difficulties during uploading the documents including server and technical problems whatsoever.
4. Submission of the tender documents after the due date and time (including extended Period, if any) shall not be permitted.
5. Intending Bidders are advised to visit this website regularly till closing date of submission to keep themselves updated as any change/ modification in the tender will be intimated through this website only by corrigendum / addendum/ amendment.
6. Institute reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any conditions including conditional rebate shall be rejected forthwith.

भाग-बी: मेक इन इंडिया के प्रावधानों के संबंध में बोलीदाताओं को निर्देश।(यदि लागू हो)

PART-B: INSTRUCTIONS TO BIDDERS REGARDING PROVISIONS OF MAKE IN INDIA . (If applicable)

The bidder shall submit their quoted bid in compliance with the following provisions for Make in India.

1. MAKE IN INDIA

- i. As defined under the Public Procurement (Preference to Make in India), order 2017, Revised order dated: 16/09/2020 or as being revised from time to time, in procurement of goods or services in respect of which the Nodal Ministry/Department has communicated, that there is sufficient local capacity and local competition, only "Class-I local supplier", as defined under the said order, shall be eligible to bid irrespective of purchase value.
- ii. Only "Class-I local supplier" and "Class-II local supplier", as defined under the above said order, shall be eligible to bid in procurements under taken by this Institute, except where the mode of procurement is by issue of Global Tender Enquiry. The bidding supplier shall indicate the percentage of local content for the item being offered in their bid.
- iii. Where the procurement is by issue of Global Tender enquiry, Non local suppliers, shall also be eligible to bid along with "Class-I local suppliers and Class-II local suppliers". Suppliers/bidders offering imported products will fall under the category of Non-local suppliers.
- iv. Subject to the provisions of the above said order, and to any specific instructions issued by the Nodal Ministry or in pursuance of the said order, purchase preference shall be given to "Class-I local Suppliers" in procurements under taken by this Institute, in the manner specified there in the order.
- v. The bidders along with their bid/tender shall be required to provide a self-declaration certificate of the local content (where the procurement value is Rs.10 Crore or less) for the item offered and their status as Class-I/Class-II/Non-Local supplier and their eligibility to participate in the tender. In cases of procurement for a value in excess of Rs.10 crores, the "Class-I local supplier"/"Class-II local supplier" shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of Contractors other than companies) giving the percentage of local content.
- vi. Self-declaration certificate should quantify the percentage of local content of the offered product only. It should also indicate the location. However, claiming the services such as transportation, insurance, installation & commissioning, training and after sale service support like AMC/CMC etc., shall not be considered as local content as per OM N.P-45021/102/2019-BE-II-Part(1)(E- 50310) dated:4/03/2021 issued by Ministry of Commerce and Industry, DPIIT.

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- vii. False declarations/violation of this order terms shall be deemed to be breach of code of integrity resulting in debarment of the firm for a period up to 2 years. Under such circumstances, the supplier shall not be considered for any preferences as proposed in the order.
- viii. Wherever the bids are received without accompanying the above said requisite certificate such offers shall be treated as incomplete and not considered.
- ix. Bidders/contractor are divided into three categories based on Local Content (The total value of the item procured (excluding net domestic indirect taxes) minus the value of imported content in the item (including all customs duties) as a proportion of the total value, in percent):
1. Class-I local supplier is with local content equal to or more than as prescribed by the Nodal Ministry/ NIT, if prescribed, for the item being procured or 50% whichever is higher.
 2. Class-II Local supplier is with local content equal to or more than as prescribed by the Nodal Ministry/NIT, if prescribed, for the item being procured or 20% whichever is higher, but less than that applicable for class-I local supplier.
 3. Non-local supplier is with local content less than that applicable to class-II local supplier, as stated above.

Note: Where the estimated value of the procurement is less than Rs.5 Lakhs (or as being amended by the competent authority from time to time) is exempted from the provisions of the above Make in India policy as stated therein the order.

Self-certification under preference to “Make in India” order as per **Annexure-I** should be submitted along with Tender document.

2. ELIGIBILITY OF BIDDERS FROM SPECIFIED COUNTRIES:

- i. Orders issued by the Government of India restricting procurement from bidders of certain countries which shares a land border with India shall apply to this procurement.
- ii. Any bidder from a country which shares a land border with India (<https://mea.gov.in/india-and-neighbours.htm>), excluding countries as listed in the website of Ministry of External Affairs (<https://meadashbaord.gov.in/indicators/92>), to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects - hereinafter called “Restricted countries”) shall be eligible to bid in this tender only if the bidder is registered (<https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>) with the Registration committee constituted by the Department for promotion of Industry and Internal Trade(DPIIT). The bidders shall enclose valid registration certificate along with their offer. Wherever the bids are received without accompanying the above said requisite certificate such offers

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shall be treated as incomplete and not considered.

Additional Clause:

- I. Any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority.
- II. "Bidder" (including the term 'tenderer', 'consultant' or 'service provider' in certain contexts) means any person or firm or company, including any member of a consortium or joint venture (that is an association of several persons, or firms or companies), every artificial juridical person not falling in any of the descriptions of bidders stated hereinbefore, including any agency branch or office controlled by such person, participating in a procurement process.
- III. "Bidder from a country which shares a land border with India" for the purpose of this Order means:-
 - a. An entity incorporated, established or registered in such a country; or
 - b. A subsidiary of an entity incorporated, established or registered in such a country; or
 - c. An entity substantially controlled through entities incorporated, established or registered in such a country; or
 - d. An entity whose beneficial owner is situated in such a country; or
 - e. An Indian (or other) agent of such an entity; or
 - f. A natural person who is a citizen of such a country; or
 - g. A consortium or joint venture where any member of the consortium or joint venture falls under any of the above.
- IV. The beneficial owner for the purpose of (iii) above will be as under :
 1. In case of a company or Limited Liability Partnership, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has a controlling ownership interest or who exercises control through other means.

Explanation -

- a. "Controlling ownership interest" means ownership of or entitlement to more than twenty-five percent. Of shares or capital or profits of the company.
 - b. "Control" shall include the right to appoint majority of the directors or to control the management or policy decisions including by virtue of their shareholding or management rights or shareholders agreements or voting agreements;
2. In case of a partnership firm, the beneficial owner is the natural person(s) who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen percent of capital or profits of the partnership;
 3. In case of an unincorporated association or body of individuals, the beneficial owner is the natural person(s), who, whether acting alone or together, or through one or more juridical person, has ownership of entitlement to more than fifteen

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percent of the property or capital or profits of such association or body of individuals;

4. Where no natural person is identified under (1) or (2) or (3) above, the beneficial owner is the relevant natural person who holds the position of senior managing official;
5. In case of trust, the identification of beneficial owner(s) shall include identification of the author of the trust, the trustee, the beneficiaries with fifteen percent or more interest in the trust and any other natural person exercising ultimate effective control over the trust through a chain of control or ownership.
- V. An Agent is a person employed to do any act for another, or to represent another in dealings with third person.
- VI. (To be inserted in tenders for Works contracts, including Turnkey contracts). The successful bidder shall not be allowed to sub-contract works to any contractor from a country which shares a land border with India unless such contractor is registered with the competent Authority.

Self-certification under **ELIGIBILITY DECLARATIONS FROM SPECIFIED COUNTRIES** order as per **Annexure-II** should be submitted along with Tender document.

Contractor's signature and seal
Date:

भाग- सी: विस्तृत निविदा सूचना।

PART-C: DETAILED TENDER NOTICE.

Tender Notice No: IPR/TN/CIVIL-PR/04/2023 (Two Bid System)

निदेशक की ओर से **डीन (Admin)** द्वारा ई-निविदा मोड के माध्यम से ऑनलाइन आइटम दर निविदाएं आमंत्रित की जाती हैं, प्लाज्मा रिसर्च संस्थान, पास। इंदिरा ब्रिज, भाट, गांधीनगर - गुजरात - 382 428, दो बोलियों में, योग्य ठेकेदारों से निम्नलिखित कार्यों के लिए।

Online item rate tenders are invited through e-tendering mode by the **Dean (Admin)**, on behalf of Director, Institute for Plasma Research, **Nr. Indira Bridge, Bhat, Gandhinagar - Gujarat - 382 428**, in two bids, from eligible contractors for the following works.

1	एनआईटी न. NIT No.	IPR/TN/CIVIL-PR/04/2023
2	कार्य का नाम Name of work	आईपीआर केम्पस, भाट, गांधीनगर, गुजरात, में ग्रीन ऑडिट, पर्यावरण ऑडिट और ऊर्जा ऑडिट का कार्य आयोजित करना। Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat, Gandhinagar, Gujarat.
3	बयाना राशि (EMD) (Lumpsum) Earnest Money Deposit (EMD) (Lumpsum)	रु. 11,000/- की ईएमडी (Lumpsum) (रुपये ग्यारह हजार मात्र) बीमा जमानत बांड / डिमांड ड्राफ्ट / पे ऑर्डर / सावधि जमा रसीद के रूप में अनुसूची बैंकों द्वारा प्लाज्मा अनुसंधान संस्थान, भाट, गांधीनगर - 382428 के पक्ष में जमा की जानी है। नोट: i) चेक के रूप में ईएमडी स्वीकार नहीं की जाएगी। ईएमडी दस्तावेजों की स्कैन कॉपी अपलोड करने के बाद ही बोली जमा की जा सकती है और बोली जमा करने की अवधि के भीतर मूल ई-निविदा अधिकारी के कार्यालय में जमा की जानी चाहिए। बोली अपेक्षित ईएमडी के बिना प्राप्त बोलियों को सरसरी तौर पर खारिज कर दिया जाएगा। EMD of Rs. 11000/-(Lumpsum) (Rupees Eleven Thousand Only) to be submitted in the form of Insurance Surety Bond/Demand Draft / Pay order / Fixed Deposit Receipt by Schedule Banks in favour of Institute for Plasma Research, Bhat, Gandhinagar-382428.

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		<p>Note :</p> <p>i. EMD in the form of cheque will not be accepted.</p> <p>The bid can only be submitted after uploading the scanned copy of EMD Documents and original should be deposited in office of e-tender officer, within the period of bid submission as mentioned.</p> <p>Bids received without requisite EMD shall be summarily rejected.</p>
4	कार्य समापन की अवधि Completion period	<p>60 days (मानसून अवधि सहित, यदि कोई हो)</p> <p>60 Days(Including monsoon period, if any)</p>
5	निविदा प्रक्रिया शुल्क Tender Processing Fee	<p>शून्य</p> <p>NIL</p>
6	निष्पादन गारंटी Performance Guarantee	<p>स्वीकृति पत्र जारी करने और कार्यादेश जारी करने से पहले 15 दिनों के भीतर निविदा मूल्य का 5%।</p> <p>5 % of Tendered Value to be submitted within 15 days upon issue of Letter of Acceptance and before placing work order.</p>
7	<p>CPP Portal वेबसाइट https://eprocure.gov.in/eprocure/app पर देखने तथा डाउनलोड करने के लिए निवेदा दस्तावेज़ की उपलब्धता</p> <p>Availability of Tender Documents for view and download on CPP portal website https://eprocure.gov.in/eprocure/app</p>	<p>दि. 06/12/2023 को प्रातः 10:00 से 25/12/2023 को 17:00 बजे तक</p> <p>From 10:00 Hours on 06/12/2023 Up to 17:00 Hours on 25/12/2023.</p>
8	निर्माण स्थल का दौरा यदि हो तो Site Visit, If any.	<p>एजेंसियों द्वारा 08/12/2023, 15:00 बजे से पहले निर्माण स्थल का दौरा किया जा सकता है - कृपया साइट विजिट के अन्य नियमों और शर्तों के लिए सूचीबद्ध के दौरान आपके द्वारा हस्ताक्षरित "सीमित निविदाओं के लिए मानक नियम और शर्तें" देखें।</p> <p>Site visit may be done by Agencies before 15:00 hrs. of 08/12/2023.– Kindly refer “Standard Terms and Conditions for Limited Tenders” signed by you during enlistment for other terms and conditions of site visit.</p>
9	निविदा दस्तावेज़ पर बोली पूर्व स्पष्टीकरण की मांग Seeking pre-bid clarification on Tender document	<p>आवेदक CPP portal वेबसाइट https://eprocure.gov.in/eprocure/app पर अपने प्रश्नों को अपलोड करके दि. 10/12/2023 को 15:00 बजे तक निविदा दस्तावेज़ के बारे में स्पष्टीकरण मांग सकता है।</p>

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		<p>The applicant can seek clarifications regarding Tender document up to 15:00 Hours on 10/12/2023 by uploading their queries on CPP portal website https://eprocure.gov.in/eprocure/app</p> <p>स्पष्टीकरण दि. 12/12/2023 को 15:00 बजे तक उसी वेब पोर्टल पर अपलोड किया जाएगा।</p> <p>The clarifications will be uploaded on the same web portal by 15:00 Hours on 12/12/2023</p>
10	<p>निविदाओं के ऑनलाइन जमा करने की आरंभ तारीख और समय</p> <p>Start date and time of online submission of tenders</p>	<p>दि. 13/12/2023 को 13:00 बजे से</p> <p>From 13:00 Hours on 13/12/2023.</p>
11	<p>निविदाओं के ऑनलाइन जमा करने की अंतिम तारीख और समय</p> <p>Last date and time of closing of online submission of tenders</p>	<p>दि. 25/12/2023 को 17:00 बजे तक</p> <p>17:00 Hours on 25/12/2023.</p>
12	<p>बयाना राशि जमा करने की अंतिम तारीख।</p> <p>Last date for submission of EMD.</p>	<p>श्री शैलेन्द्र त्रिवेदी, प्रभारी अधिकारी (e-tender), प्लाज़्मा अनुसंधान संस्थान, भाट, गांधीनगर-382428 के कार्यालय में दि. 26/12/2023 को 17:00 बजे या उससे पहले</p> <p>दूरभाष सं. 079 23962000, 079-23964009</p> <p>On or before 17:00 Hours on 26/12/2023 in the Office of Mr. Shailendra. Trivedi , Officer In-charge (e-tender) , Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar -382428 Phone no. 079 23962000, 079-23964009</p>
13	<p>तकनीकी बोली (भाग-I) के ऑनलाइन खोलने की तारीख और समय</p> <p>Date and time of online opening of Technical Bid (Part -I)</p>	<p>दि. 27/12/2023 को 15:00 बजे</p> <p>तकनीकी बोली (भाग-I) प्लाज़्मा अनुसंधान संस्थान, भाट, गांधीनगर-382428 में ऊपर दर्शाई गई तारीख और समय पर खोली जाएगी।</p> <p>On 27/12/2023 at 15:00 Hours</p> <p>Technical bid (Part-I) will be opened at Institute for Plasma Research, Near Indira Bridge, Bhat, Gandhinagar -382428 at the stipulated date and time as above.</p>
14	<p>अर्हता प्राप्त बोलीकर्ताओं की वित्तीय बोलियों (भाग-II) के खुलने की तारीख और समय।</p> <p>Date of opening of Price Bids (Part -II) of Technically qualified bidders</p>	<p>इसकी सूचना बाद में दी जाएगी।</p> <p>Will be notified at a later date.</p>

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PART-D: ELIGIBILITY CRITERIA

बोलीदाता, जो स्वयं की निम्नलिखित आवश्यकताओं को पूरा करते हैं, केवल आवेदन करने के लिए पात्र होंगे। संयुक्त उद्यम स्वीकार नहीं किए जाते हैं।

The Bidders, who fulfill the following requirements on their own, shall only be eligible to apply. Joint ventures are not accepted.

The Bidders should have Extensive & proven skills along with expertise in the field of Green Audit or Energy Audit or Environmental Audit is essential. The Consultant must meet the following Criteria.

Sr. No.	Eligibility Criteria	Documentary proof for the eligibility (To be Scanned and Uploaded) Note: The bidders are requested to fill up the facts & figure in the prescribed format. Simply filling like Yes or No shall not be accepted.
1.	The authorized agencies should have completed minimum 01 (One) Green Audit, & Energy Audit & Environment Audit, Project of any Government Institute OR University under UGC, OR Higher Learning Institutes in Last Five Years.	Completion certificate for each qualifying completed work(s) issued by Government Institute OR University under UGC, OR Higher Learning Institutes.
2.	Authorized agencies should be accredited either by NABCB (National Accreditation Board of Certification Bodies) or any member agencies of AB (Accredited Bodies) of IAF (International Accreditation Forum).	Valid Accreditaion Certificate of NABCB OR any Member agency of AB (Accredited Bodies) of IAF (International Accreditation Forum).

Note :

1. Any entity which has been barred by the Central/State Government, or any entity controlled by them from participating in any project and the bar subsists as on the date of Application, would not be eligible to submit an Application, individually. An Applicant should, in the last three years from the last day of submission of tender, have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority or a judicial pronouncement or arbitration award against the Applicant, nor been expelled from any project or contract nor have had any contract terminated for breach by such Applicant/ Consortium member.
2. The firm has a valid working license (not expired) and a valid registration on certificate showing that the company is legally established under the law of government of India.
3. The Firm should be qualified and not black listed by any government department / agencies.
4. The bidder Firms should have executed similar nature of project as mentioned above in India only.
5. The applicant should not be under liquidation, court receivership or similar proceedings.

6. FIRM'S RESPONSIBILITY BEFORE PROPOSAL SUBMISSION

- a. The Bidder shall be responsible for all the costs associated with the preparation of the Proposal and participation in the selection process. IPR will not be responsible or in any way liable for such costs,

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regardless of the conduct or outcome of the selection process.

- b. The Bidder shall ensure that the bid is complete in all respects and conforms to all requirements indicated in the Tender document. Incomplete bids are liable for rejection.

भाग- इ: दस्तावेजों को स्कैन और अपलोड किया जाना चाहिए |

PART- E: DOCUMENTS TO BE SCANNED & UPLOADED

संभावित बोलीदाता सभी पात्रता मानदंडों को पूरा करने और ऑनलाइन निविदा दस्तावेज जमा करने से पहले आवश्यक सभी दस्तावेजों के कब्जे में खुद को संतुष्ट करेंगे। इच्छुक एजेंसियों को बोली जमा करने की अवधि के भीतर निम्नलिखित सूचियों के अनुसार दस्तावेजों को स्कैन / भरना और अपलोड करना आवश्यक है:

Prospective Bidders shall satisfy themselves of fulfilling all the eligibility criteria and in possession of all the documents required before submission of online tender document. The interested agencies are required to scan / fill in and upload the documents as per following lists within the period of bid submission:

ध्यान दें: बोलीदाताओं से अनुरोध है कि वे निर्धारित प्रारूप में तथ्यों और आंकड़ों को भरें। बस हां या नहीं भरना स्वीकार नहीं किया जाएगा।

Note: The Bidders are requested to fill up the facts & figure in the prescribed format. Simply filling like Yes or No shall not be accepted.

1	Proof of Eligibility Criteria No.1: Completion certificate for each qualifying completed work(s) issued by Government Institute OR University under UGC, OR Higher Learning Institutes.
2	Proof of Eligibility Criteria No. 2 Valid Accreditation Certificate of NABCB OR any Member agency of AB (Accredited Bodies) of IAF (International Accreditation Forum).
3	Copy of EMD submitted.
4	Form "C" - Details of all Green Audit ,Energy Audit, Environmental Audit, works completed during last 5 years ending last day of submission of tender.
5	Form "D" - Details of Green Audit ,Energy Audit, Environmental Audit, Under Execution (Ongoing works)
6	Form "E" - Information about Organization Structure
7	Form "H" Mandate Form for Payment as per Format given.
8	Form "I" Undertaking to be furnished by Bidders
9	Form "J" - Letter of transmittal (To be up-loaded on their letter-head)
10	PAN (Permanent Account Number) Registration / TAN Registration details
11	GST Registration Certificate
12	Integrity Pact: letter from bidder to the Institute as per format in Tender.
14	Additional documents if any to meet the eligibility criteria
Note : Scanned copy of original certificates to be uploaded	

Note:

1. The applicant may furnish any additional information, which they think necessary to establish their eligibility and capability to successfully complete the envisaged work. No information shall be entertained after last date of online submission of tenders unless it is called by the competent authority. If any information furnished by the applicant is found incorrect at a later stage, they shall be liable to be debarred from tendering /taking up of work in IPR. IPR reserves the right to verify the particulars furnished by the applicant independently and reject any application without assigning any reason. Prospective bidders shall satisfy themselves of fulfilling all the eligibility criteria before submission of the tender. The Institute reserves the right to not consider the tender documents of the bidders not fulfilling the stipulated criteria.
2. It is binding on the bidder to fill the data required for assessment of eligibility criteria in the excel sheet uploaded for the purpose. The technical evaluation shall be done based on the data provided in excel sheet and the relevant documents uploaded to support the same. In case where the relevant information is not filled in the uploaded excel sheets while commensurate supporting documents are uploaded, the supporting documents shall not be considered in evaluation. Therefore the bidders in their own interest shall fill all the relevant information in excel sheets and upload relevant documents. IPR shall not accept any new document after bid opening. IPR may ask for clarification and submission of documents in support of documents/information already submitted.

PART- F

TENDER EVALUATION PROCESS

I. Technical Bid:

The bidders shall be evaluated for Eligibility Criteria as per Part D above. After evaluation of Tender bids as per the Eligibility Criteria as mentioned, a list of qualified bidders shall be prepared.

II. Price Bid:

The price shall be on Job basis, should be quoted in the Price Bid only. The Technically qualified bidders shall be notified about the date and time of opening of Price bid on the CPP Portal.

The Price bid of Technically Qualified bidders shall only be opened.

III. Award of Work:

The lowest quoted bidder i.e. L1 bidder shall be selected.

Note:

The Bidders are required to upload all the required documents on the e-Tender portal only, In case the required documents are not uploaded by the bidders or the bid does not contain mandatory information, the bidder will be summarily disqualified. The decision of Institute in regard of disqualification shall be final and binding. No claim whatsoever shall be admissible.

SECTION – 1 (iii)
BRIEF PARTICULARS OF THE WORK

साइट इंस्टीट्यूट फॉर प्लाज़्मा रिसर्च परिसर, इंदिरा ब्रिज के पास, भाट, गांधीनगर -382428 में स्थित है

The site is located at Institute for Plasma Research campus, Near Indira Bridge, Bhat, Gandhinagar – 382428.

TENTATIVE SCOPE OF WORK:

The Institute desires to conduct the following Audits of the Campus as per respective relevant ISO procedures, for respective audit works.

- 1.Green Audit.
- 2.Energy Audit.
- 3.Environmental Audit.

The audit should consist of activities related to Pre-audit, On-site audit and Post Audit. The work and activities will cover all facilities and buildings of the IPR Campus. All the requirements meant for the accreditation of NAAC should also be complied in the report.

Deliverables:

Reports as per relevant ISO Procedures.

- 1. Green Audit report**
- 2. Energy Audit**
- 3. Environmental Audit**

Input from IPR :

IPR will provide available relevant data/documents for conducting the green audit.

Duration of the Projects :

Project duration will be Two (02) months(i.e. 60 days) from the date of issue the work Order.

Reports:

1. Two copies of Preliminary draft report shall be submitted to Institute for comments and discussion.
2. Five copies of final reports shall be submitted at the end of the audit.

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SECTION – 1 - (iv)
INFORMATION & INSTRUCTIONS FOR BIDDERS

1.0 General:-

1.1. All information called for in the enclosed forms should be furnished against the relevant columns in the forms. If for any reason, information is furnished on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “Nil” or “no such case” entry should be made in that column. If any particulars /queries are not applicable in case of the Bidder, it should be stated as “Not Applicable”. The Bidders may please note that giving incomplete/ unclear information called for in the forms, or making any change in the prescribed forms, or deliberately suppressing any information, may result in disqualification of the Bidder summarily. Applications duly filled in / scan copies of original shall be uploaded in web site: <https://eprocure.gov.in/eprocure/app> before closing date and time of online submission of tender.

No applications shall be received in physical form.

1.2. The Bidder should sign each page on the application along with enclosures with rubber stamp before scanning / uploading.

1.3. Overwriting should be avoided. Corrections, if any, should be made by neatly crossing out and shall be rewritten with initials and date. Pages of the pre-qualification document are numbered. Additional sheets, if any added by the Bidder, should also be numbered by him. They should be uploaded along with letter of transmittal.

1.4. References, information and certificates from the respective clients certifying suitability, technical knowhow or capability of the Bidder should be signed by an officer not below the rank of Executive Engineer or equivalent.

1.5. The Bidder may furnish any additional information, which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. He is, however, advised not to furnish superfluous information. No information shall be entertained after submission of tender document unless the Institute calls for it.

1.6. Any information furnished by the Bidder found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of work in **IPR**.

1.7. Any clarification given by the Institute on the basis of queries raised by the Bidders shall be uploaded and shall become part of the tender condition.

1.8. Confidentiality Clauses: -

i) Confidentiality:

No party shall disclose any information to any ‘Third party’ concerning the matters under this contract generally. In particular, any information identified as “ Proprietary” in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.

This clause shall apply to the sub-contractors, consultants, advisors or the employees engaged by a party with equal force.

ii) "Restricted information":-

Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultant, adviser or the employees of a contractor, will invite penal consequences under the above said legislation.

iii) Prohibition against use of **IPR's** name without permission for publicity purposes: The contractor or sub-contractor, consultant, adviser or the employees engaged by the contractor shall not use **IPR's** name for any publicity purpose through any public media like Press, Radio, TV or Internet without the prior written approval of **IPR**.

2.0 **Method of Application:**

2.1 If the Bidder is an individual, the application shall be signed by him above his full typewritten name and current address.

2.2 If the Bidder is a proprietary firm, the application shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.

2.3 If the Bidder is a firm in partnership, the application shall be signed by all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases a certified copy of the partnership deed and current address of all the partners of the firm should accompany the application.

2.4 If the Bidder is a limited company or corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The Bidder should also upload a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

3.0 **Final Decision Making Authority:**

The Director, IPR reserves the right to accept or reject any application/s and to annul the pre-qualification process and reject all applications at any time, without assigning any reason or incurring any liability to the Bidders.

4.0 **Particulars provisional:**

The particulars of the work given in Section-1 (iii) are provisional. They are liable to change and must be considered only as advance information to assist the Bidder.

5.0 The Bidder should **own construction equipment** as per list required for the proper and timely execution of the work. Else, he should certify that he would be able to manage the equipment by hiring, etc. and submit the list of firms from whom he proposes to hire. (If applicable)

6.0 The Bidder should have sufficient number of **Technical and Administrative employees** for the proper execution of the contract. The Bidder should submit list of well qualified and experienced Engineers and Supervisors stating clearly how those would be deployed for execution of works.

B - GENERAL RULES & DIRECTIONS

1.0 Scope of bid : The Dean , (Admin) ,IPR invites bids for the work. The successful bidder should provide the services during the period of work as per the terms and conditions specified in the NIT, general condition of contract, technical specifications, special conditions of contract and schedules.

2.0 Eligible bidders

2.1 Bidding is open to all eligible bidders meeting the eligibility criteria as defined in prequalification criteria. Bidders are advised to note the eligibility criteria specified in the notice inviting tender.

2.2 Incomplete bids and bidders not meeting the minimum qualification criteria shall be summarily rejected. It may be noted that mere submission of bid does not imply that your

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offer shall be considered. Tenders are considered only after IPR themselves assess the document submitted along with the bid by the bidder meets the eligibility criteria as specified in notice inviting e-tender during evaluation of bid.

- 2.3 The bidder who has been blacklisted / de-registered / holiday at any of the sites of IPR, DAE, and any other government department shall not be eligible for participation in tenders of IPR for that period.

3.0 One bid per bidder

- 3.1 Each bidder shall submit only one bid. A bidder who submits or participates in more than one bid will cause the bidder's participation to be disqualified for all the proposals.

4.0 Cost of bidding

- 4.1 The bidder shall bear all costs associated with the preparation and submission of his bid and the Institute will in no case be responsible and liable for these costs.

- 5.2 The bidder should inform the Institute at least two days in advance about the proposed site visit.

- 5.3 The bidder, at his own responsibility and risk is encouraged to visit, inspect and survey the site and its surroundings and satisfy himself before submitting his bid as to the form and nature of the site, the means of access to the site, the accommodation he may require, etc.

- 5.4 In general, bidders shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their bid. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

- 5.5 The costs of visiting the site shall be at the bidders' own expense. Any report shared at the site, by the Institute 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 IPR.

- 5.6 The bidders are requested to bring photo identification like passport, voters' identity card, and driving license, PAN card, identity card issued by employer, Aadhar card etc. for security regulations. Any electronic devices like mobiles, radio, transistors, camera etc. are not allowed inside IPR premises.

- 5.7 The bidder shall forward any query/question by e-mail within the stipulated date and time given in NIT. The clarification given by the IPR shall be visible to all the bidders without disclosing the identity of the bidder raising the query. The questions/query received after stipulated date and time shall not be entertained and no response shall be forwarded. The submission of bid shall mean that the bidder has seen the response and accepts the content.

6.0 Content of bidding documents

- 6.1 Submission of a bid by a bidder implies that he/they has/have read this notice and all other contract documents, clarification, addendum, corrigendum and has made himself aware of the scope and specifications of the work to be executed and of conditions.

- 6.2 The bidder shall submit the bid, which satisfies each and every condition laid down in the bid documents, failing which, the bid is liable to be rejected.

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6.3 The documents listed below comprise one set of bid document:

- Technical Bid
- Price Bid

7.0 Pre-bid meeting: Not applicable

8.0 Amendment of bid documents

8.1 Before the deadline for submission of bids, IPR may modify the bidding documents by issuing addendum on web site.

8.2 Any addendum so issued shall be part of the bid documents as well as contract document.

8.3 To give prospective bidders reasonable time to take an addendum into account in preparing their bids, the IPR may extend the date for submission of bids, if necessary.

8.4 Corrigendum, addendum or any other information regarding tender shall be uploaded only on web site. Hence, the bidders are requested to visit the web site (<https://eprocure.gov.in/eprocure/app>) regularly. The above documents shall become part of bid and agreement. Submission of bid shall imply that bidder has noted and accepted content of all the corrigendum/addendum/clarifications and effect of same has been included in price bid.

9.0 Language of the bid

All documents relating to the bid shall be in the English language, unless stated otherwise.

10.0 Earnest Money Deposit

10.1 The Earnest Money Deposit amount may be paid in the modes described below. The IPR shall not pay interest on the same in any case. The bidder is responsible for timely payment of Earnest Money Deposit, so that IPR receives the same before stipulated date and time. If the payment made by the bidder within the stipulated date and time is not received by the IPR due to reasons beyond control of the bidder, bid will be considered as non-responsive and rejected. If the Earnest Money Deposit amount paid by bidder is less than stipulated, the bid shall be rejected. The Earnest Money Deposit to be submitted in the form of Insurance Surety Bonds or demand draft or Pay order of any Scheduled Bank in favour of INSTITUTE FOR PLASMA RESEARCH, Bhat, Gandhinagar, Gujarat. The bid can only be submitted after uploading the scanned copy of DD etc. and original should be deposited in office of Tender Inviting Authority within the period of bid submission. The bidder is solely responsible for timely deposition of Earnest Money Deposit in the correct account.

10.2 Deleted

10.3 (a) Earnest Money Deposit of qualified unsuccessful bidders shall be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after award of the contract.

(b) In case of two part bid, the Earnest Money Deposit of technically unqualified bidders during first stage i.e. technical evaluation etc. shall be returned within 30 days of declaration of result of first stage i.e. technical evaluation etc.

(c) Earnest Money Deposit of successful bidder will be returned after submission of the performance guarantee of requisite amount.

(d) Earnest Money Deposit of the bidder who has withdrawn the bid shall be returned after opening of the bid.

10.4 The Earnest Money Deposit shall be forfeited, if;

- a) The bidder withdraws / modifies his bid or any item thereof after opening of bid.

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b) The successful bidder fails within the specified time limit to submit the performance guarantee and commence the work.

10.5 The IPR at its discretion shall refund the Earnest Money Deposit by RTGS/NEFT or through any other electronic mode to the account number as registered by the bidder himself on e – tendering portal.

The bid can only be submitted after uploading the scanned copy of EMD and original should be deposited in office of e-tender officer within the period of bid submission as mentioned.

Bids received without EMD shall be summarily rejected.

11.0 Bid prices, rates & taxes

11.1 The bidder should quote his/their rates in figures only.

11.2 In the case of item rate tenders, only rates quoted shall be considered. In case of lump sum tender, only lump sum quoted amount shall be considered.

11.3 The rates, prices and total bid price submitted by the contractor shall be inclusive of terminal or other duties, GST, VAT, CST, turnover tax, work contract tax, octroi, cess, or any other similar tax applicable under the existing laws or levy by the statutory authorities/state/central government in performance of this contract including GST. This is an indivisible works contract. The rates quoted shall include all taxes including Goods and Service Tax (GST) at applicable rates and levies, duties, cess etc., payable under respective statutes. Deductions as per statutes will be effected from the bill and remitted to the Department concerned.

11.4 Tax deduction at source

At the time of its payments due to the contractor under this contract, the statutory deduction of income tax at source (IT TDS) shall be made from time to time as may be required by the government.

IPR shall provide the necessary tax deduction certificates to the contractor within the time stipulated by the relevant law to enable the contractor to file the same with the government.

11.5 The evaluation of price bid will be done strictly on the basis of rates/total bid price quoted by bidder in the price bid format.

12.0 Currencies of bid and payment

12.1 The unit rates and the prices shall be quoted by the bidder in Indian rupees, unless otherwise specified in the special conditions of contract.

13 Bid validity

13.1 The bids submitted shall remain valid for acceptance for a period of **180 days** from the date of opening of the technical bid. The bidder shall not be entitled during the period of validity, to revoke or cancel his bid or vary / modify the bid given or any item thereof.

13.2 In exceptional circumstances, prior to expiry of the original bid validity period, IPR may request the bidders to extend the period of validity for a specified additional period. The request and the responses thereto shall be made in writing. A bidder may refuse the request without forfeiting its Earnest Money Deposit but his bid will not be considered. A bidder

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agreeing to the request will not be required or permitted to modify its bid, but will be required to extend the validity of its Earnest Money Deposit for the period of the extension.

14.0 Alternative proposals by bidders

14.1 Bidders shall submit offers that comply with the requirements of the bidding documents, including the basic technical design as indicated in the drawing and specifications. Alternatives will not be considered.

15.0 Submission of the bids

15.1 The date and time of on-line bid submission shall remain unaltered even if the specified date for the submission of the bid is declared as holiday for the office inviting tender.

15.2 The IPR may extend the deadline for submission of bids by issuing an amendment, in which case, all rights and obligations of the Institute and the bidders previously subject to the original deadline will then be subject to the new deadline.

15.3 Any bid received by the IPR after the deadline prescribed above will be rejected.

15.4 The bidders shall note the following before submission of bid

(a) If the digital signature certificate (DSC) holder is sole proprietor of the firm, power of attorney need not be submitted.

(b) In case DSC holder is bidding on behalf of partnership firm, joint venture, consortium etc. power of attorney or any other legally acceptable document viz. partnership deed, board resolution etc. authorizing DSC holder to bid on behalf of the bidder is to be uploaded. In case of non-submission the bid shall be summarily rejected.

16.0 Bid opening

16.1 Tender opening shall be done on-line. On opening, the Bidders can see their bid status. The authorized representative of Bidders may remain present (if so desires) during opening of Bid. The authorized representative should have valid photo identity and original authority letter issued by competent authority of their company. If the date of opening is declared as holiday then bid will be opened on next working day. In exceptional cases opening of tenders can be done on any day or time after scheduled date and time of opening. Corrigendum issued for opening of tender shall be uploaded on website.

16.2 The bids without stipulated Earnest Money Deposit with this tender and other mandatory documents as per NIT shall be summarily rejected.

16.3 In two part tenders financial bid of only qualified bidder shall be opened.

17.0 Clarification of bids

17.1 To assist in the examination and comparison of bids, the IPR 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. If the bidder does not respond within the stipulated time, then the bid of the bidder will be evaluated on its own merit.

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17.2 Bidder shall not contact the IPR on any matter relating to his bid from the time of the bid opening to the time the contract is awarded.

17.3 Any effort by the bidder to influence the IPR bid evaluation, bid comparison or contract award decisions, may result in the rejection of his bid.

18.0 Examination of bids and determination of responsiveness

18.1 Prior to detailed evaluation of bids, the IPR will determine whether each bid(s) meets

- (a) The minimum requirements as per Eligibility criteria
- (b) Is accompanied by the required Earnest Money Deposit
- (c) Is responsive to the requirements of the bidding documents.
- (d) Has been properly signed by authorized signatory as per clause-15.4.

18.2 A responsive bid is one which conforms to all the terms, conditions and specification of the bidding documents.

19.0 Notification of award and signing of agreement

19.1 The bidder whose bid has been accepted will be notified of the award by the IPR prior to expiration of the bid validity period by issue of work order. The notification may also be made through letter of intent, wherein the work order shall follow.

19.2 The details of award can be seen on web site. The bidders can request for debriefing in writing within fifteen days of award. They shall be informed about suitable days to visit the office of the concerned officer. Requests beyond deadline shall not be entertained.

19.3 The work order will constitute the formation of the contract subject only to the furnishing of a performance guarantee within period as specified.

19.4 An agreement shall be made and signed by both the parties. The agreement will incorporate all correspondence between the IPR and the successful bidder, bid documents etc. The bid document as uploaded on website <https://eprocure.gov.in/eprocure/app> shall be forming part of agreement. The successful bidder shall be responsible for compliance at his own cost with the stamp duty act of the state where the agreement is being executed. The non-judicial stamp paper of appropriate value after adjudication shall be submitted by the successful bidder at his own cost.

20.0 Corrupt or fraudulent practices

20.1 The IPR requires that bidders / suppliers / contractors under this contract, observe the highest standard of ethics during the procurement and execution of this contract. In pursuance of this policy, the IPR:

(a) Defines, for the purpose of these provisions, the terms set forth below as follows:

(i) “corrupt practice” means the offering, giving, receiving or soliciting of anything of value to influence the action of a public official in the procurement process or in contract execution; and

(ii) “fraudulent practice” means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the IPR, and includes collusive practice among bidders (prior to or after bid submission) designed to establish bid

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prices at artificial non-competitive levels and to deprive the IPR of the benefits of free and open competition.

(b) Will reject a proposal for award of work if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for the contract in question.

(c) will declare a bidder ineligible, either indefinitely or for a stated period of time, to be awarded a contract / contracts if at any time it determines that the bidder has engaged in corrupt or fraudulent practices in competing for, or in executing, the contract.

20.2 The bidder may make representation in connection with processing of tender directly and only to the competent authority (calling tender) as mentioned in the tender document. However, if such representation is found to be un-sustentative and/ or frivolous and if the tender has to be closed because of the delays / disruptions caused by such representations and the job has to be re-tendered, then such bidder will not be allowed to participate in the re-invited tender.

In case, any bidder while making such representation to competent authority also involves other officials of IPR and / or solicits/ invokes external intervention other than as may be permitted under the law and if the tender has to be closed because of the delays / disruptions caused by such interventions and has to be re-tendered, then the particular bidder will not be allowed to participate in the re-invited tender.

21. Purchase Price Preference benefits under MSME including benefits under PPP- Make in India policy (if applicable) will be provided to the Industries as per the policies of Government of India in force at the time of evaluation of the offers provided their offer is in compliance with the terms and conditions of the tender (if it is applicable as per Government rules for this Work tender).

22.0 Disclosures

22.1 Any change in the constitution of the contractor's firm, where it is a partnership firm, joint venture or consortium partnerships as declared in the bid should be disclosed to the IPR, at any time between the submission of bids and the signing of the contract.

23.0 Non-Disclosures Agreement

A non –discloser agreement shall be signed by bidder at the time of agreement.

SECTION – 1 - (v) STANDARD FORMATS/Annexures
STANDARD FORMATS FOR ELIGIBILITY CRITERIA TO BE
UPLOADED

FORM “J”: LETTER OF TRANSMITTAL

From:

To
The Dean (Admin),
Institute for Plasma Research,
Bhat,
Gandhinagar – 382428

Kind Attention: Dean (Admin) / Mr. Shailendra Trivedi Shailendra Officer In-charge (e-tenders)

Subject: Submission of bids for the Tender for “ Conducting Green Audit, Environment Audit, & Energy Audit at IPR Campus.”

Ref: **E-Tender Notice No.: IPR/TN/CIVIL-PR/04/2023**

Sir/Madam,

Having examined the details given in press Notice and Tender document for the above work, I/We hereby submit the bid document and other relevant information.

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms and accompanying statements are true and correct.
2. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
3. ~~I/We submit the requisite certified solvency certificate and authorize IPR to approach the Bank issuing the solvency certificate to confirm the correctness thereof. I/We also authorize IPR officials to approach individuals, employers, firms and Institute to verify our competence and general reputation.~~
4. I/We also authorize IPR officials to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/We submit the following documents/certificates in support of our Eligibility for having successfully completed the following works:

S. No.	Name of work	Certified by/from

It is certified that the information given in the enclosed eligibility bid are correct. It is also certified that I / We shall be liable to be debarred , disqualified / cancellation of enlistment in case any information furnished by me / us is found to be incorrect.

Enclosures.

Date of submission:

Seal and signature of bidder

Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat,
Gandhinagar, Gujarat.

FORM "C":

Details of all Green, Environmental, & Energy Audit works completed during last 5 years ending last day of submission of tender.

Details	Work -1	Work -2	Work- 3
Project name & Location:				
Owner or client: (Name and Address, contact Number of				
Officer to whom reference can be made)				
Project description:				
1. Type of Building:				
2. Type/nature of works details.				
Whether For Government/Semi Government/ Government undertaking/ Government autonomous bodies:				
Tendered Project Cost:				
Actual Project Cost:				
Project duration (as per contract): (in months)				
Start date (dd/mm/yy):				
Actual date of Completion (dd/mm/yy):				
Actual duration (Months):				
Reasons for delay (if any):				
Any penalty/ Bonus:				
Any Litigation/ Arbitration/claim/Dispute pending (with details of claim and award if any):				
Copy of Completion certificate & Work order received from client to be attached				

Note:

- 1) For similar completed works, Original or attested scanned copies of initial work order and final completion certificate from client have to be uploaded.
- 2) The final completion certificate shall mention Name of work, Work order value, Completion value, duration, Client name & Address, Location of work, Stipulated start and completion date, Actual Start and Completion date, Reasons for Delay (if any), Nature of Work etc.
- 3) Bidder should submit separate form for giving details of work completed for each year, separate sheets if any shall be numbered in sequence.
- 4) Certified that the above list of work complete and the information given is correct to knowledge and belief.

Signature of bidder(s) with date & seal

Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat,
Gandhinagar, Gujarat.

FORM "D"

**Details of Green, Environmental, & Energy Audit works Under Execution
(Ongoing works).**

Details	Work -1	Work -2	Work- 3
a) Project name & Location :				
b) Owner or client: (Name and Address, contact Number of Officer to whom reference can be made):				
c) Project details in brief:				
d) Stipulated start date :				
e) Actual Start date :				
f) Time period :				
g) Stipulated completion date :				
h) Present Status of work in Percentage completion:				
i) Work Order Value Rs. (in lakhs) :				
j) Work done value (RA bill) of work Rs.(in lakhs):				
k) Type/ nature of works details.				
l) Reasons for slow progress and for Delay, if any:				
m) Copy of Work order received from client to be attached				

Note:

- 1) Original or attested scanned copies as well as hardcopies of initial work order from client have to be uploaded.
- 2) The certificate shall mention Name of work, Work order value, duration, Client name & Address, Location of work, Stipulated start and completion date, Actual Start and Completion date, Reasons for Delay (if any) , Nature of Work etc.

Signature of bidder(s) with date & seal

FORM "E"
INFORMATION ABOUT ORGANISATION STRUCTURE:

Sr. No.	Particulars	Details to be filled
1	Name of Firm	
2	Postal Address	
3	Contact Nos.	
	Office	
	Residence	
	Mobile	
4	Fax No.	
5	Name of Contact Person	
6	E - mail Address	
7	Legal status of Bidder : (Please tick and attach attested copies of original document defining the legal status)	
	(1) An Individual	
	(2) A Proprietary firm	
	(3) A Partnership firm	
	(4) A Pvt. Ltd. Company	
	(5) A Public ltd. Company or Corporation	
8.	Particulars of registration with various Government bodies (scanned & uploaded photocopy)	
	Dept./Organization & Place of registration, Registration No.	
9	Names and Titles of Director & Officers with designation proposed to be concerned with this work	
10	Designation of individuals authorised to act on behalf of the organization.	
11	Was the applicant ever required to suspend construction for a period of more than six months continuously after commencement of the construction? If so, give the name of the project and reasons of suspension of work.	
12	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded	

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	work before its completion? If so, give name of the project and reasons for abandonment.	
13	Has the applicant, or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organisation at any time? If so give details.	
14	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
15	Any other information considered necessary but not included above.	

Note: Bidder should attach separate sheets if required and if space given in the formats is not sufficient but strictly as per above formats only.

Signature of bidder(s) with date & seal

FORM "F"

INFORMATION ABOUT ADMINISTRATIVE & TECHNICAL STAFF
AVAILABLE WITH THE BIDDER AND THAT PROPOSED TO BE
DEPLOYED TO COMPLETE THIS WORK IN TIME:

The bidders should submit list of technical and administrative employees for proper execution of project. The bidder should submit a list of these employees stating how these would be involved in the project.

Sr. No.	Name	Qualification	Designation	Professional experience and details of work carried out	Since when working in your firm	Total Experience (In years)	Capacity in which will be involved for this work (if to be deployed for this work)	Remarks

Note: Bidder should attach separate sheet if required and if space given in the formats is not sufficient but strictly as per above formats only.

Signature of bidder(s) with date & seal

FORM "H"

MANDATE FORM -FORMAT TO BE ENCLOSED

MANDATE FORM FOR ELECTRONIC PAYMENT THROUGH RTGS/NEFT/ECS

To,
Accounts officer,
Institute for Plasma Research
Near Indira Bridge, Bhat
Gandhinagar - 382 428

Dear Sir,

Sub: Authorization for release of Payment due from **Institute for Plasma Research** through Electronic fund transfer RTGS/NEFT/ECS

(Please fill in the information in CAPITAL LETTERS. Please TICK wherever it is applicable)

1. Name of the Party :.....
2. Address of the Party :-.....
-
-
- City:.....Pin Code:.....
- E-mail Id:.....
- Permanent Account Number:.....

3. Particulars of Bank :

Bank Name		Branch Name	
Branch Place		Branch City	
Pin Code		Branch Code	
MICR NO			
(9 Digits code number appearing on the MICR Band of the Cheque supplied by the Bank. Please attach Xerox copy of a cheque of your bank for ensuring accuracy of the bank name, branch name and code number)			
Account Type	Savings	Current	Cash Credit
Account Number(as appearing in the Cheque Book)			
RTGS / IFSC Code			

4. Date from which the mandate should be effective:

I hereby declare that the particulars given above are correct and complete. If any transaction is delayed or not effected for reasons of incomplete or incorrect information, **IPR** shall not hold responsible. I also undertake to advise any change in the particulars of my account to facilitate updation of records for purpose credit of amount through RTGS /NEFT/ECS

Place :

Date : _____ Signature of the Party / Authorized Signatory

Certified that particulars furnished above are correct as per our Records

Bank's Stamp :

Date : _____ (Signature of the Authorized Official from the Bank)

N.B : RTGS Charges, if any, will be borne by the Party

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FORM "I"

Tender Form - (To be signed by the bidder and submit / upload along with the tender)

Item Rate Tender & Contract for Works

(A) Tender for the work of:-

Conducting Green Audit, Environmental Audit, & Energy Audit of IPR campus situated at Bhat, Gandhinagar, Gujarat.

TENDER

I / We have read and examined the Notice Inviting Tender, Salient Governing Features of the Tender / Work ~~including Schedules A, B, C, D, E & F, CPWD detailed specification 2019 (Volume I & II), Drawings and Designs,~~ General Rules & Directions, General Clauses of Contract, Special Clauses of Contract & other documents and rules 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, IPR 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 & Directions and in Clause 11 of the General Clauses 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 tender open for **(180) One Hundred and Eighty days** from the date of opening of technical bids and not to make any modifications in its terms and conditions.

A sum of **₹ 11,000 /- (Lumpsum)** is hereby forwarded towards Earnest Money Deposit prescribed in the tender. Original scanned copy of both the forms of Earnest money documents are uploaded on the indicated website along with other tender documents and original shall be deposited in the office of IPR **with in the bid submission period.**

Consequent to the award of the subject work, If I / we, fail to furnish the prescribed performance guarantee within prescribed period, I / we agree that the said Director IPR 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 , IPR 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 IPR,

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then I/we shall be debarred for tendering in IPR in future forever. Also, if such a violation comes to the notice of IPR 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 also confirm that we shall keep all the information obtained from the Institute as confidential and will be used for preparation of Report necessary for the purpose of the Green Audit, Environment audit and Energy Audit. It shall not be shared with any third party/person without written permission from the Institute. We also hereby declare that we shall sign NON –Discloser agreement with Institute for the same as and when it is demanded by Institute.

Signature of Contractor
Postal Address

Dated

Witness
Address
Occupation

A C C E P T A N C E

The above tender (as modified by you as provided in the letters mentioned here under) is accepted by me for and on behalf of the Director, IPR for a sum of Rs...../-
Rupees.....).

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

- i)
- ii)
- iii)

Signature
Designation
For & on behalf of the Director IPR
Dated

(To be printed in letter head)

ANNEXURE-I

Self-Certification under preference to Make in India order Certificate

In line with ~~Government Public Procurement Order No. P 45021/2/2017 PP (BE II) dated 04.06.2020 and its amendments,~~ we hereby certify that we M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the material against IPR Enquiry/Tender No. **IPR/TN/CIVIL-PR/04/2023.** Details of location at which local value addition will be made as follows:
_____.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the ~~General Financial Rules~~ for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the ~~General Financial Rules~~ along with such other actions as may be permissible under law.

Thanking You,

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

(To be printed in letter head)

ANNEXURE-II

Annexure to Bid Form: Eligibility Declaration

(To be submitted as part of tender/Technical Bid)

(On company letter head)

(Along with supporting documents, if any)

Tender No: **IPR/TN/CIVIL-PR/04/2023.**

Tender File:

Bidder's Name: _____

(Address and contact details)

Bidder's Offer No. _____ Date: _____

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

1— Certificate for Tenders:

—“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India: I certify that _____ (Bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority. I hereby certify that _____ (Bidder name) fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached).”

2— Certificate for sub contracting:

—“ I have read the clause regarding restrictions on procurement from a bidder of a country which shares a land border with India and on sub contracting to contractors from such countries; I certify that _____ (Bidder name) is not from such a country or, if from such a country, has been registered with the Competent Authority and will not sub contract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. I hereby certify that _____ (Bidder name) fulfills all requirements in this regard and is eligible to be considered. (Where applicable, evidence of valid registration by the Competent Authority shall be attached.)”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

(Signature with date)

(Name and designation)

Duly authorized to sign Bid for and on behalf of

(Name & address of the Bidder and Seal of Company)

SECTION: 2

Conditions and Clause of Contract

SECTION: 2 - (i) - GENERAL GUIDELINES

- 1. This "General Conditions of Contract is applicable for Item rate Tenders.**
- 2. The intending bidders will quote their rates in Schedule A (Price Bid).**

ITEM RATE TENDER AND CONTRACT FOR WORKS

SECTION: 2 - (ii) - GENERAL RULES & DIRECTIONS GUIDELINES

1. All work proposed for execution by contract will be notified in a form of invitation to tender posted in public places and signed by the officer inviting tender or by a publication in news papers as the case may be.

This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the Security and Performance guarantee Deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings and any other documents required in connection with the work signed for the purpose of identification by the officer inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.

2. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of attorney authorizing him to do so such power of attorney to be produced with the tenders and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
3. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
4. Applicable for item rate tender only

The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by Ignoring fifty paise and considering more than fifty paise as rupee one.

In case the lowest tendered amount (worked out on the basis of quoted rate of individual items) of two or more contractors is same , then such lowest contractors may be asked to submit sealed revised offer quoting rate of each item of the schedule of quantity for all sub sections /sub heads as the case may be ,but the revised quoted rate of each item of schedule of quantity for all sub sections /sub heads should not be higher than their respective original rate quoted already at the time of submission tender. The lowest tender shall be decided on the basis of revised offer.

If the revised tendered amount (worked out on the basis of quoted rate of individual items)of two or more contractor received in revised offer is again found to be equal , then the lowest tender, among such contactors, shall be decided by draw of lots in the presence of Dean (Admin), and the lowest contractors those have quoted equal amount of their tenders.

In case of any such lowest contractor in his revised offer quotes rate of any item more than their respective original rate quoted already at the time of submission of tender, then such revised

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offer shall be treated invalid. Such case of revised offer of the lowest contractor or case of refusal to submit revised offer by the lowest contractor shall be treated as withdrawal of his tender before acceptance and 50 % of his earnest money shall be forfeited.

In case all the lowest contractors those have same tendered amount (as a result of their quoted rate of individual items),refuse to submit revised offers, then tenders are to be recalled after forfeiting 50% EMD of each lowest contractors.

Contractors, those earnest money is forfeited because of non-submission of revised offer or quoting higher revised rate(s) of any item (S) than their respective original rates quoted already at the time of submission of bid shall not be allowed to participate in the retendering process of work.

4.A Applicable for percentage Rate tender only

In case of Percentage Rate Tenders, contractor shall fill up the usual printed form, stating at what percentage below/above (in figures as well as in words) the total estimated cost given in Schedule of Quantities at Schedule-A, he will be willing to execute the work. The tender submitted shall be treated as invalid if :-

I. The contractor does not quote percentage above/below on the total amount of tender or any section/sub head of the tender.

II. The percentage above/below is not quoted in figures & words both on the total amount of tender or any section/sub head of the tender.

III. The percentage quoted above/below is different in figures & words on the total amount of tender or any section/sub head of the tender.

Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected.

4B. In case the lowest tendered amount (estimated cost + amount worked on the basis of percentage above/below) of two or more contractors is same, such lowest contractors will be asked to submit sealed revised offer in the form of letter mentioning percentage above/ below on estimated cost of tender including all sub sections/sub heads as the case may be, but the revised percentage quoted above/below on tendered cost or on each sub section/ sub head should not be higher than the percentage quoted at the time of submission of tender. The lowest tender shall be decided on the basis of revised offers.

In case any of such contractor refuses to submit revised offer, then it shall be treated as withdrawal of his tender before acceptance and 50% of earnest money shall be forfeited.

If the revised tendered amount of two more contractors received in revised offer is again found to be equal , the lowest tender, among such contractors, shall be decided by draw of lots in the presence of Chairperson, & the lowest contractors those have quoted equal amount of their tenders.

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

Contractor(s), whose earnest money is forfeited because of non-submission of revised offer, shall not be allowed to participate in the re-tendering process of the work.

5. The officer inviting tender or his duly authorized assistant will open tenders in the presence of any intending contractors who may be present at the time
6. The officers inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
7. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgment or payment to the officer inviting tender and the contractor shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorized Cashier.
8. In the case of Item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words, then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount. In event no rate has been quoted for any item(s), leaving space both in figure(s), word(s), and amount blank, it will be presumed that the contractor has included the cost of this/these item(s) in other items and rate for such item(s) will be considered as zero and work will be required to be executed accordingly.

However, if a tenderer quotes nil rates against each item in item rate tender, the tender shall be treated as invalid and will not be considered as lowest tenderer **and earnest money deposited shall be forfeited.**

9. Applicable for percentage Rate tender only

In case of Percentage Rate Tenders only percentage quoted shall be considered. Any tender containing item rates is liable to be rejected. Percentage quoted by the contractor in percentage rate tender shall be accurately filled in figures and words, so that there is no discrepancy.

10. Applicable for percentage Rate tender only

In Percentage Rate Tender, the tenderer shall quote percentage below/above (in figures as well as in words) at which he will be willing to execute the work. He shall also work out the total amount of his offer and the same should be written in figures as well as in words in such a way that no interpolation is possible. In case of figures, the word 'Rs.' should be written before the figure of rupees and word 'P' after the decimal figures, e.g. 'Rs. 2.15P and in case of words, the word 'Rupees' should precede and the word 'Paisa' should be written at the end.

11. (i) The Contractor whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five Percent) of the tendered amount within the period specified.

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(ii) ~~The contractor whose tender is accepted will also be required to furnish by way of Security Deposit for the fulfilment of his contract, an amount equal to 2.5% of the tendered value of the work. The Security deposit will be collected by deductions from the running bills as well as final bill of the contractor at the rates mentioned above. The Security amount will also be accepted in cash or in the shape of Government Securities. Fixed Deposit Receipt of a Scheduled Bank or will also be accepted for this purpose provided confirmatory advice is enclosed.~~

12. On acceptance of the tender, the name of the accredited representative(s) of the contractor who would be responsible for taking instructions from the Engineer-in-Charge shall be communicated in writing to the Engineer-in-Charge.

13. GST or any other tax applicable in respect of inputs procured by the contractor for this contract shall be payable by the Contractor and Government will not entertain any claim whatsoever in respect of the same. However, component of GST at time of supply of service (as provided in CGST Act 2017) provided by the contract shall be varied if different from that applicable on the last date of receipt of tender including extension if any.

14. The contractor shall give a list of IPR employees related to him.

15. The tender for composite work includes, in addition to building work, all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc.

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

Name of work	Name and particulars of Divn, where work is being	Value of works	Position of work	Remarks
1	2	3	4	5

17. (Performance Guarantee)

i) The contractor shall submit an irrevocable Performance Guarantee of 5 % (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (notwithstanding and/or without prejudice to any other provisions in the contract) within the period from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-Charge on written request of the contractor stating the reason for delays in procuring the Performance Bank Guarantee, to the satisfaction of the Engineer-In-Charge. This guarantee shall be in the form of Insurance Surety Bonds, banker's cheque of any schedule bank /Demand draft of any schedule bank/pay order of any schedule bank or Fixed Deposit Receipt or Guarantee bond of any schedule bank in accordance with the from annexed hereto. In case a fixed deposit receipt is furnished by the contractor to the Institute as part of the Performance Bank Guarantee and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Institute to make good the deficit.

- ii) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

- iii) The Engineer-in-Charge shall not make a claim under the performance guarantee except for amounts to which the Director, IPR is entitled under the contract (notwithstanding and/or without prejudice to any other provisions in the contract agreement) in the event of:
 - a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-Charge may claim the full amount of the Performance Guarantee.
 - b) Failure by the contractor to pay the Director, IPR any amount due, either as agreed by the contractor or determined under any of the Clauses/Conditions of the agreement, within 30 days of the service of notice to this effect by the Engineer-in-Charge.

- iv) In the event of the contract being determined or rescinded under provision of any of the Clause/Condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Director, IPR.

SECTION: 2 - (iii) - CONDITIONS OF CONTRACT

Definitions

1. The **Contract** means the documents forming the tender and acceptance thereof and the formal agreement executed between the Director, IPR and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-Charge and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i. The expression **works or work** shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii. The **Site** shall mean the land/or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii. The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons comprising such firm or company, or the successors of such firm or company and the permitted assignees of such individual, firm or company.
 - iv. The **Director or Director, IPR** means the Director of the Institute for Plasma Research.
 - v. **The Dean (Admin), IPR** means Dean Administration of the Institute for Plasma Research. Who shall sign the contract on behalf of the Director, IPR.
 - vi. The **Engineer-in-charge** means the Engineer or Officer who shall supervise and be in - charge of the work
 - vii. **Department/Institute/IPR/Principal Employer** shall mean the Institute for Plasma Research.
 - viii. **Accepting Authority** shall mean the authority mentioned in Tender.
 - ix. **Excepted Risk** are risks due to riots (other than those on account of contractor's employees), war (whether declared or not), invasion, act of foreign enemies, hostilities, civil war, rebellion, revolution, insurrection, military or usurped power, any acts of the Institute/Government, damages from air-crafts, acts of God, such as earth-quake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by the Institute of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Institute's faulty design of works.
 - x. **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - xi. **Tendered value** means the value of the entire work as stipulated in the letter of award.
 - xii. **Date of commencement of work:** The date of commencement of work shall be the date of start as specified. or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

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Scope and Performance

3. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.

4. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.

5. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with all drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

6. Works to be carried out

The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

7. Sufficiency of Tender

The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

8. Discrepancies and Adjustment of Errors

The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale dimensions and special conditions in preference to General Conditions.

~~8.1 In the case of discrepancy between the Schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:~~

- ~~i) Description of Schedule of Quantities.~~
- ~~ii) Particular Specification and Special Condition, if any.~~
- ~~iii) Drawings.~~
- ~~iv) C.P.W.D. Specifications.~~
- ~~v) Indian Standard Specifications of B.I.S.~~

8.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding Authority with regard to the intention of the document and his decision shall be final and binding on the contractor.

8.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

9. **Signing of Contract**

The successful tenderer/contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work sign the contract consisting of:

i) The notice inviting tender, all the documents including drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

ii) ~~Standard Form as mentioned in Schedule 'F' consisting of:~~

a) ~~Various standard clauses with corrections up to the date stipulated in Schedule 'F' along with annexure thereto.~~

b) ~~Safety Code.~~

c) ~~Model Rules for the protection of health, sanitary arrangements for workers employed by Institute or its contractors.~~

d) ~~Labour Regulations.~~

e) ~~List of Acts and omissions for which fines can be imposed.~~

iii) No Payment for the work done will be made unless contract is signed by the contractor.

10. Director or his representative may issue instruction/actions for the said works from time to time, which should be binding on the contractor.

11. A non-disclosure agreement shall be signed by bidder at the time of agreement.

SECTION: 2 - (iv) Integrity Pact.

To,

Subject: NIT No. _____ For the work _____

Dear Sir,

It is hereby declared that Institute for Plasma Research is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender 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 document, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder 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 Integrity Agreement on the behalf of Institute for Plasma Research.

Yours faithfully,

Dean (Admin), IPR

Integrity Pact

To,
Dean (Admin), IPR

Subject: Submission of Tender for the work of _____

Dear Sir,

I/We acknowledge that Institute for Plasma Research 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 REARDED 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 Institute for Plasma Research. 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, IPR 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 same signatory competent / authorized to sign

The relevant contract on behalf of IPR

INTEGRITY AGREEMENT

This Integrity Agreement is made at on thisday of20.....

BETWEEN

Director, IPR represented through Dean (Admin) Institute for Plasma Research, Bhat Gandhinagar-382428....., (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”.

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

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

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

Article 1: Commitment of the Principal/Owner

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(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)/Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent 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 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

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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, IPR.

Article 7- Other Provisions

(1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters 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.

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(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: