

**PART - E: STANDARD FORMATS FOR ELIGIBILITY CRITERIA TO BE
UPLOADED**

FORM "J": LETTER OF TRANSMITTAL

From:

To
Chairperson ICDC,
Institute for Plasma Research,
Bhat,
Gandhinagar - 382428

Kind Attention: Mr. Prashant Singh, Officer In-charge e-tenders.

Subject: Submission of bids for the Tender for Miscellaneous Civil works at IPR campus, Bhat, Gandhinagar

Ref: E-Tender Notice No.: IPR/TN/CIVIL/02/2020

Sir,

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

1. I/We hereby certify that all the statements made and information supplied in the enclosed Forms "A" to "I" 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 submit the following certificates in support of our suitability, technical knowhow and capability for having successfully completed the following eligible similar works:

S. No.	Name of work	Certified by/from

Certificate : 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.

Date of submission:

Seal and signature of bidder

FORM "A": FINANCIAL INFORMATION

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet/ profit and loss account for the last five years duly certified by the Chartered Accountant, as submitted by the Bidder to the Income Tax Department (copies to be scanned & uploaded).

Particulars	Financial Year				
	2014-15	2015-16	2016-17	2017-18	2018-19
i) Gross Annual turnover on construction work					
ii) Profit/Loss					
iii) Certified by					

Signature of Chartered Accountant with seal

Signature of Bidder

**FORM "B": FORM OF BANKER'S CERTIFICATE FROM
SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that _____ M/s.
_____ (with address) as a customer of our bank are / is respectable and
can be treated as good for any engagement up to a limit of Rs. _____ (Rupees
_____).

This certificate is issued without any guarantee or responsibility on the bank or any of the officers.

(Signature)
For the Bank

NOTE: (1) Bankers certificates should be on letter head of the Bank
(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

FORM "C": PRESCRIBED FORMATS: DETAILS TO BE FURNISHED FOR COMPLETED WORKS DURING THE SEVEN YEARS ENDING PREVIOUS DAY OF 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 no work has been left-out and the information given is correct to knowledge and belief.

FORM "D": INFORMATION ABOUT ALL 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 (in lakhs) :			
j) Work done value (RA bill) of work (in lakhs):			
k) Type/nature of works details.			
l) slow progress if any and Reasons 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.
- 3) Certified that the above list of work is complete and no work has been left-out and the information given is correct to knowledge and belief.

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	
	Dept./Organization & Place of registration, Registration No.	
	Names and Titles of Director & Officers with designation proposed to be concerned with this work	
	Designation of individuals authorised to act on behalf of the organization.	

Sr. No.	Particulars	Details to be filled
	Was the applicant ever required to suspend construction for a period of more than six months continuously after you commenced the construction? If so, give the name of the project and reasons of suspension of work.	
	Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.	
	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.	
	Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so, give details.	
9	Any other information considered necessary but not included above.	

Note:

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

FORM "I": UNDERTAKING TO BE FURNISHED ONLINE BY THE BIDDER -
TO BE UPLOADED BY THE BIDDER ON THEIR LETTER HEAD AFTER SIGNING THIS TEMPLATE
(UNDERTAKING)

Name of Work: Tender for Miscellaneous Civil works at IPR campus, Bhat, Gandhinagar

Tender number: IPR/TN/CIVIL/02/2020 dated 2.3.2020 (Two Bid System):

I DO HEREBY UNDERTAKE

- 1 That all the information being submitted by me is genuine, authentic, true and valid on the date of submission of tender and if any formation is found to be false at any stage of tendering or contract period I will be liable to the penal actions as prescribed in NIT.
- 2 That I accept all terms and conditions of NIT, including general terms and condition, special / additional terms and conditions, addendum, corrigendum, clarifications as stated there in the tender document as available on the website.
- 3 That I am giving my consent for e-payment.
- 4 That I do authorize IPR for seeking information / clarification from by bankers, clients having reference in this bid.
- 5 That I have uploaded photo copies of all relevant documents as prescribed in the tender document in support of the information and data furnished by me online.
- 6 That I accept all the undertakings as specified elsewhere in the tender document.
- 7 That this online agreement will be a part of my bid and if the work is awarded to me /us, this will be a part of our agreement with corporation.
- 8 That I hereby forward Earnest Money Deposit in demand draft or Pay order of any scheduled bank 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 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 & Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.
- 9 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 notice of Department, then I/We shall be debarred for tendering in The Institute in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Signature of Bidder with Seal

SECTION: 2 - (ii)(a) 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,

Chairperson I-CDC, IPR

Integrity Pact

To,
Chairperson I-CDC 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 Chairperson I-CDC 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
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

(1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:

(a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.

(b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.

(c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.

(2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

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

(1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the Government / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.

(2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:

(a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

(b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.

(c) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/Contractor(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.

(d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf

of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.

(e) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.

(3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.

(4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the Government interests.

(5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall upon a person, his/ her reputation or property to influence their participation in the tendering process).

Article 3: Consequences of Breach

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

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

(2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.

(3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

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 Head quarters of the Division of the Principal/Owner, who has floated the Tender.

(2) Changes and supplements need to be made in writing. Side agreements have not been made.

(3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.

(4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intentions.

(5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement/ Pact or interpretation thereof shall not be subject to arbitration.

Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

.....
(For and on behalf of Principal/Owner)

.....
(For and on behalf of Bidder/Contractor)

WITNESSES:

- 1.
(Signature, name and address)

- 2.
(Signature, name and address)

Place:
Dated: