

TENDER NOTICE NO. 03 /2021-2022

Public Tender No. : NCRA:WF029:PUB 417:2021

The National Centre for Radio Astrophysics ([NCRA](#)) of the Tata Institute of Fundamental Research ([TIFR](#)), Pune (is a leading Centre for research in a wide range of areas in astronomy and astrophysics) a national Centre of TIFR, Mumbai which is under the aegis of Department of Atomic Energy, Government of India.

1. **NCRA-TIFR**, Pune, India invites sealed bids in two parts, Part– I: Techno-commercial Bid & Part – II: Price Bid for the following:

Description of Work	Bid Security (EMD)
Structural steel protective coating work on GMRT Antenna. Estimated Cost: ~ Rs. 19.70 Lakhs (including of GST). Type of Tender : Two Bid	<div>Bid Security Declaration as per our format (Form G) to be submitted on company's letter head.</div> <div>Tender Fee : Rs. 590/- (including of GST). (Rupees Five Hundred Ninety Only by way of Demand Draft in favour of "TIFR" payable at Pune). No Exemption will be given even if vendor has Udyam Registration as MSE.</div>

Downloading of Tender	From : 07.07.2021, 09.30 hrs. To : 27.07.2021, upto 18.00 hrs.
Submission of Tender	From : 13.07.2021, 15.00 hrs. To : 28.07.2021, upto 18.00 hrs.
Opening of Techno Commercial Bid (Part I). (If sufficient bids are received).	On : 30.07.2021, at 15.30 hrs.

2. **Eligibility Criteria:** Bidder must meet the eligibility criteria specified below and must submit documents in support of the same in the technical bid.
- Bidder must have been in the business for a period of 5 years prior to this advertisement and must have trained manpower to work on mechanical structure, antennas at height of 20 Mtrs. & above from the ground.
 - Bid should be for the work to be carried out and hence bid with per day labour rates will not be considered.
 - Bidder may visit the site following all Covid-19 regulations to know exact scope of work, site conditions etc. and must be fully confident of carrying out the work tendered. Bidder shall have to submit certificate of visit as per **Form L**.
 - Bid must be valid for a minimum period of **120 (One Hundred Twenty Days)** from the due date for submission of bid.

- e) Bidder must submit Chartered Accountant's Certificate showing their turnover and Profit & Net worth for the past **Five Financial Years** prior to 31.03.2021 i.e. for 2016-17, 2017-18, 2018-19, 2019-20, 2020-21.

Do not enclose copies of Profit and Loss and Balance Sheets statement and IT returns.

- f) Bidder must have an average turnover of **30% of the estimated cost (Rs. 5.91 lacs)** for past three years.

- g) Successful bidder must be able to submit :-

Performance Guarantee of 3% of total order value including all taxes, duties etc. within 15 days after receipt of our order valid till completion of defect liability period.

- h) Bidders who have not accepted our order awarded to them or who have withdrawn from the tender process OR whose **EMD/ Performance Guarantee** has been forfeited by us in the past one year are not eligible to bid.

3. General Information about Bidding :

- a. Bidding document can be downloaded from our website <http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> by any interested bidder meeting the above eligibility criteria.
- b. Bidders after downloading the tender document are requested to please send an email to purchase@ncra.tifr.res.in giving their Full address, contact details.
- c. The **bids Part 1 – Techno-commercial Bid & Part II – Price Bid** with all documents sought in eligibility criteria with charges in a sealed envelopes duly superscribed with tender no. & due date must reach Purchase Officer, NCRA-TIFR, Pune University Campus, Ganeshkhind, Pune-411007, India.

I. Envelope 1 -

- (i) Company Profile.
- (ii) Schedule of Deviation from General Conditions and technical deviation.
- (iii) Bid Form.
- (iv) Details of GST.
- (v) Bid Security Declaration.

II. Envelope 2 – Other documents relating to Technical bid.

III. Envelope 3 – Price bid superscribe Tender No.

All the above three envelopes Envelope 1, Envelope 2, Envelope 3 are to be put in Envelope 4 and to be submitted superscribing the tender No. and due date.

The Techno Commercial bid will **NOT** be opened in the presence of Bidders' representatives due to Covid-19 regulations. In the event of the date specified for bid receipt and opening being declared as a closed holiday for NCRA's office, the due date for submission of bids and opening of bids will be the following working day at the same time.

Price bids will be opened at a later date which will be intimated to only techno-commercially qualified bidders.

- d. **RIGHT TO REJECT ANY OR ALL BIDS:** NCRA reserves the right to accept or reject any or all bids without assigning any reasons there for. NCRA also reserves right to reject bids during technical evaluation, based on past performance, experience or any other criteria. Price bid will be considered only for those bidder who qualifies technical evaluations.
- e. Bids must be accompanied by **Bid Security Declaration towards** Earnest Money Deposit **and Demand Draft towards** the Tender Fee specified above without fail.
- f. NCRA is not responsible for delay or loss of tender document / bids in transit.
- g. **Bidders are requested to visit our website** <http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> **regularly to check for addendum /updates if any pertaining to this tender.**
- h. **The bid** to be submitted within the due date and time in envelope and marked on top the Tender No., due Date in Bold Letters.
- i. Please see attached sheet for conditions of tender.

PURCHASE OFFICER



NATIONAL CENTRE FOR RADIO ASTROPHYSICS
Tata Institute of Fundamental Research
Pune

Public Tender No.

NCRA:WF029:PUB417:2021

Structural steel protective coating
work any two antennas in the radius
of 30 Kms from GMRT Office at Giant
Meter wave Radio Telescope (GMRT),
Khodad, Tal. Junnar, Dist. Pune
410504.

CHECK LIST

To be enclosed with Techno-Commercial Bid (Part-I)

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Sr. No.	Particulars	Provide Details	Enclosed
1	Demand Draft towards Tender Fee enclosed	D.D.No. ... Dtd.....	Yes / No
2	Copies of partnership registration.		Yes / No
3	Copies of Shop & establishment registration & or Certificate of incorporation enclosed.		Yes / No
4	Company Profile enclosed – as per Form A		Yes / No
5	Eligibility Criteria Statement duly filled in by bidder enclosed as per Form B		Yes / No
6	Form C showing details of works completed in the past 5 years together with copies of orders submitted.		Yes / No
7	Schedule of Deviation from General Conditions submitted as per Form D .		Yes / No
8	Bid Form enclosed – Form E		Yes / No
9	Details of GST enclosed Form F		Yes / No
10	Whether Bid Security declaration as per format submitted Form G		
11	Amalgamation/Acquisition – Form H		Yes / No
12	CA Certificate indicating Turnover and Net Worth enclosed as per Form J		Yes / No
13	Format of Certificate of Site Visit – Form L		Yes / No
14	Undertaking for Acceptance of Terms and Conditions as per Form M enclosed:		Yes / No
15	PAN Card Photo Copy enclosed		Yes / No
16	Copy of power of attorney to sign the bid enclosed(Applicable for LLP / partnership company / PVT LTD / LTD Company)		Yes / No

17	Price bid - Part II (Schedule of work with Qty. & rate as per Chapter 6 of tender document) to be submitted in a separate sealed envelope.	Yes / No
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Date	:	Signature of Bidder	:
		Name & Designation	:
Place	:	Company Name & Address	:
		Company Seal & Phone No.	:

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INSTRUCTIONS TO BIDDER (ITB)

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A – Introduction

1.1 *Preamble*

Tenderers are expected to be totally familiar with the existing site conditions, restrictions of working hours imposed by the Institute.

All rates are supposed to have included the following concerns:

Contractor shall take all measures of safety and security to their staff. The Contractor shall also abide by the security and safety requirements, restrictions on the working hours etc. imposed by the owner, and no extra claims for the same shall be entertained under any circumstances.

Time is the essence of this contract and the contractor shall make every effort to complete the work in time.

1.2 *Eligible Bidders*

1.2.1 Bidders who fulfill the eligibility criteria as specified in our tender will only be considered for technical evaluation.

1.2.2 Issue / downloading of tender document does not mean that a bidder is qualified to submit the bid. Centre's decision in this regard will be final.

1.3 *Cost of Bidding*

1.3.1 The Bidder shall bear all costs associated with the preparation and submission of its bid, and "Centre", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.4 *Contract Rate / price*

1.4.1 Rate / Prices quoted by the bidder for the services to be performed under shall be firm.

B - The Bidding Documents

1.5 Content of Bidding Documents

- 1.5.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.5.2 The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of their bid.

1.6 Clarification of bidding documents

- 1.6.1 A prospective Bidder requiring any clarification of the Bidding Documents shall contact Centre in writing at Centre's address specified in the Tender Notice. Centre shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including the query but without identifying its source. Centre if deemed necessary will amend the Bidding Documents as a result of a clarification, Centre shall do so following the procedure under clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids.

1.7 Amendment of Bidding Documents

- 1.7.1 At any time prior to the deadline for submission of bids, Centre may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2 All prospective bidders who have purchased / downloaded the tender document will be notified of the amendment in writing or by fax, or by email or by putting information on webpage which will be binding on them.
- 1.7.3 In order to allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, Centre, at its discretion, may extend the deadline for the submission of bids if required.

C - Preparation of Bids

1.8 Language of Bid

- 1.8.1 The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and Centre, shall be written in **English language only**.

1.9 Conditional Discount

- 1.9.1 In case the bidder offer any conditional discount with regard to acceptance of their bid within a specific period or specific payment terms, delivery, quantity etc. the Centre will not take in to consideration such conditional discount while evaluating their bid.

1.10 Bid Currency

- 1.10.1 Prices shall have to be quoted only in Indian Rupees in the price bid format.

1.11 Period of Validity of Bids

- 1.11.1 Bids will have to remain **valid for a minimum of 120 days from the date of techno commercial bid opening**. A bid valid for a shorter period shall be rejected by Centre as non-responsive.

- 1.11.2 In exceptional circumstances, Centre may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by fax or e-mail).

A Bidder may refuse the request, without affecting their status for suspension from bidding. A Bidder accepting the request will not be required nor permitted to modify their bid.

- 1.11.3 Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.12 Status of Individual signing the offer

- 1.12.1 Individuals signing the bid form and other connected documents must specify the capacity in which they sign like:
(a) Copy of power of attorney to be submitted if the person signing the bid is different from Partner / Director.

D - Submission and sealing of Bids

1.13 Submission, Sealing and Marking of Bids

Submission of bid by a bidder implies that he has studied the tender documents and has made himself aware of the scope and specifications of the work to be done with all its conditions and other factors having a bearing on the execution of the work.

1.13.1 The bidders may submit their duly sealed bids by post/courier. Centre will not be responsible for any misplacement/delay/ loss of tender documents & bids in transit. Bidder can also drop the bid in person in the public tender box kept at the reception counter of Centre after entering the requisite details in the Public Tender Register kept with the Security Supervisor.

1.13.2 Bids complete in all respects to be submitted in a single sealed envelope duly superscribing our Tender no. & due date so as to reach on or before the due date and time to the address given below :-

**Purchase Officer,
National Centre for Radio Astrophysics,
Tata Institute of Fundamental Research,
Savitribai Phule Pune University Campus, Ganeshkhind,
Pune - 411 007. Maharashtra, India.**

Overwriting, erasures shall be valid only if they are initialed by the person / persons signing the bid.

The bid must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your bids, eg. If the bids are containing 25 Pages, please indicate page nos. as 1/25, 2/25, 3/25 ----- 25/25.

Please do not submit bid with comb binding.

1.13.3 If the envelope is not sealed and marked as required above, Centre will assume no responsibility for the bid's misplacement or premature opening and in such cases bid will be rejected.

1.14 Deadline for Submission of Bid

1.14.1 Sealed bid must reach Centre at the address specified in Tender Notice not later than the time and date specified herein. In the event of the specified date for the submission of Bids being declared a holiday for Centre, the Bids will be received upto the appointed time on the next working day.

1.14.2 Centre may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to amendment of bidding Documents in which case all rights and obligations of Centre and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.15 Late Bids

- 1.15.1 Any bid received by Centre after the deadline for submission of bids prescribed will be rejected.
- 1.15.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and will be returned to the bidders in their original envelope without opening.
- 1.15.3 The BIDDER is expected to examine all the instructions, forms, terms and specifications in the bidding documents. After review of all documents forming part of Sections C, D, E & F of this specification, the bidder shall indicate clause-by-clause compliance with the requirements specified therein. Any deviations to these requirements shall be clearly stated in the respective Schedules of Deviations provided in Section F of this specification. Incomplete / unfilled Schedules of Deviations shall render the bid liable for rejection.
- 1.15.4 If no deviations are stated, it will be assumed that the Bid conforms in all respects to the specification and the OWNER reserves the right to evaluate the Bid as such without further reference to the BIDDER.

E - Opening and Evaluation of Bids

1.16 Clarification of Bid

- 1.16.1 To assist in the examination, evaluation, comparison and post qualification of the bids, Centre may, at its discretion, ask the Bidder for a clarification on their bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation in respect of prices shall be held except with the lowest bidder, (is) the discretion of Centre. Any clarification submitted by a bidder in respect to their bid which is not in response to a request by Centre shall not be considered.

1.17 Preliminary Examination

- 1.17.1 Centre shall examine the bids to confirm that all documents and technical documentation requested have been provided to determine the completeness of each document submitted.
- 1.17.2 All the bids received will first be scrutinized to see whether the bids meet the basic requirements as incorporated in the bid document. The bids, which do not meet basic requirements, will be treated as unresponsive and ignored. ***The following are some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:***
- (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.
 - (iii) The Bid validity is shorter than the required period.
 - (iv) Tender Fee and/or Bid declaration not submitted with technical bid.
 - (v) Bidder has not agreed to give the required Performance Guarantee.
 - (vi) Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in the price.
 - (vii) The bidder has not agreed to some essential condition(s) incorporated in the bid.
 - (viii) **“If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.**
 - (ix) The bidder had not completed previous contract of NCRA satisfactorily.

F- Award of Contract

- 1.18 Centre's right to vary the Quantities at the time of Award
- 1.18.1 Centre reserves the right to decrease or increase the number of manpower and services originally specified in the Schedule of Requirements in which case Centre may ask for confirmation of rates in a sealed envelope before a fixed date.
- 1.19 Centre's right to accept Any Bid and to reject any or all Bids without assigning any reasons and for any purposes, deemed fit by the centre.
- 1.19.1 The Centre Director, NCRA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.
- 1.20 Notification of Award
- 1.20.1 Prior to the expiration of the period of bid validity, Centre may notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted and a detailed work order shall follow.
- 1.20.2 Until a formal order is prepared and sent, the notification of award constitutes a binding contract.
- 1.21 Order Acceptance
- 1.21.1 The successful bidder should submit Order acceptance within **21 days** from the date of issue of order and complete all formalities within the same period.
- 1.21.2 Centre has the powers to extend the time frame for submission of order confirmation and submission of Performance Guarantee. Even after extension of time, if the order confirmation and Performance Guarantee are not received, **interest @ 12 percent per annum** will be levied till date of receipt of Performance Guarantee.
- 1.21.3 If the successful bidder fails to submit order acceptance and Performance Guarantee even after repeated reminder Centre reserves the right to cancel the order and in which case bidder will be debarred from participating in any tender for a period one year.
- 1.22 PLACING OF ORDER: Institute reserves the right to place the order for part/full/reduced quantity /increased quantity / reduced period than what is specified in the tender.
- 1.23 **If the charges quoted are same by different bidders then Centre reserves the right to place order on any one lowest bidder.**

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC)

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2.1 Amalgamation/Acquisition

- 2.1.1 In the event the bidder proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations.

2.2 Application

- 2.2.1 These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.3 Change Orders and Contract Amendments.

- 2.3.1 Centre may at any time, by written order given to the Supplier pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

- (a) Date for commencement and completion of work.
- (b) Quantity of manpower.

- 2.3.2 No change in service charges will be admissible on account of the above.

- 2.3.3 No variation or modification in the terms of the contract shall be made except by written amendment and subject to acceptance.

2.4 Assignment

- 2.4.1 The contractor shall not assign, in whole or in part, its obligations to perform under the Contract to a third party.

2.5 Termination for Default

- 2.5.1 Centre may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part

- (a) If the contractor fails to deliver any or all of the Goods / Services within the period(s) specified in the contract, or within any extension thereof granted by Centre; or
- (b) If the contractor fails to perform any other obligation(s) under the Contract.
- (c) If the contractor, in the judgment of Centre has engaged in corrupt or fraudulent or collusive or coercive practices as defined in instruction to bidder on Fraud or Corruption in competing for or in executing the Contract.

- 2.5.2 In the event Centre terminates the contract in whole or in part, it may take recourse to any one or more of the following action:

- a) Forfeiting Performance Guarantee.
- b) Centre may procure, upon such terms and in such manner as it deems appropriate, item / equipment similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
- c) However, the contractor shall continue to perform the contract to the extent not terminated.

2.6 Force Majeure

2.6.1 Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and Termination for Default the Supplier shall not be liable for forfeiture of their Performance Guarantee, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.6.2 For purposes of this Clause, “Force Majeure” means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of Centre in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.

2.6.3 If a Force Majeure situation arises, the contractor shall promptly notify Centre in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by Centre in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.6.4 If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of force majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.7 Termination for Insolvency

2.7.1 Centre may at any time terminate the Contract by giving written notice to the contractor, if the contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to Centre.

2.8 Termination for Convenience

2.8.1 Centre, by written notice sent to the contractor, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the Centre's convenience, the extent to which performance of the contractor under the Contract is terminated, and the date upon which such termination becomes effective.

2.8.2 The Job that are complete and ready for completion within 30 days after the contractor's receipt of notice of termination shall be accepted by Centre at the Contract terms and prices. For the remaining Goods/services, Centre may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the contractor an agreed amount for partially completed Jobs and for materials and parts previously procured by the contractor.

2.9 Discrepancies & Order of Preferences:

In case of ambiguities or discrepancies following order of preferences shall hold good :

- a. Work Order.
- b. Schedule of Quantities
- c. Technical Specifications
- d. Special Conditions of contract.
- e. General Conditions of Contract.

2.10 Governing Language

- 2.10.1 The contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.11 Applicable Law/Jurisdiction

- 2.11.1 The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC i.e. Pune Jurisdiction only.

2.12 Notices

- 2.12.1 Any notice given by one party to the other pursuant to this contract/order shall be sent to the other party in writing or by e-mail or confirmed in writing to the other party's address specified in the SCC.
- 2.12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.13 Lien in respect of claims in other contract

- 2.13.1 Any sum of money due and payable to the Contractor (including the Security deposit / Performance Guarantee returnable to him) under contract may be withheld or retained by way of lien by the Centre against any claim of the Centre or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Centre.
- 2.13.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Centre will be kept withheld or retained as such by Centre till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.

2.14 With-holding and lien in respect of sums claimed

- 2.14.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, Centre shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Centre.
- 2.14.2 It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Centre will be kept withheld or retained as such by the Centre till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damage whatsoever on any contract in respect of such with-holding or retention under the lien referred to and duly notified as such to the contractor.

2.15 Settlement of Disputes

- 2.15.1 Centre and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.15.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either Centre or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.15.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
(a) In case of Dispute or difference arising between Centre and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 as amended till date and the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to a sole arbitrator mutually acceptable to contractor and owner. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. Charges of the arbitrator will have to be shared equally by the Contractor and the Centre.
- 2.15.4 The venue of the arbitration shall be the place at Pune.

CHAPTER - 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

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CHAPTER – 3

SPECIAL CONDITIONS OF CONTRACT

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

3.1 Bid Security Declaration :

If the bidder withdraws or amends or impairs or derogates their bid during the period of bid validity, Centre reserves the right to suspend the vendor from participating in any tender for a period of **One year**.

3.1.1 Bid Security

In the form of Bid Security Declaration as per Form enclosed. The declaration also should be submitted on the company letter head duly signed by officer authorized to submit the bid.

3.2 Performance Guarantee

Performance Guarantee to be furnished by the successful bidder for satisfactory performance of the contract. “Satisfactory performance of the contract here means satisfactory completion of work in respect of works.

3.2.1 Quantum of Performance Guarantee

3% of Tender Value (as shown on tender notice).

Successful bidder, shall deposit an amount equal to **3%** of the value of order value including taxes as Performance Guarantee within **15 days** of receipt of our order and must be valid till completion of **defect liability period** plus Two months.

In case Performance Guarantee is not submitted within **21 days interest @ 12% per annum** will be levied till the date you submit the Performance Guarantee.

If the successful bidder fails to submit the Performance Guarantee / Performance Guarantee with interest or refuses to submit the Performance Guarantee even after reminders, Centre reserves the right to cancel the order without notice and such bidder will be debarred from participating in any tender for a period of **one year**.

3.2.2 Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft of a Scheduled Bank in favour of “TIFR”, payable at Pune or Bank Guarantee (BG) from a Scheduled Bank in favour of Centre Director, NCRA-TIFR, Pune as per the prescribed format or Fixed Deposit Receipt (FDR) of a Scheduled Bank pledged in favour of Centre Director NCRA-TIFR, Pune. The Bank Guarantee should be from any one of the nationalized banks or Scheduled Bank and to be executed on non-judicial stamp paper of appropriate value. The Bank Guarantee should be valid upto at least 2 months beyond the contractual date for completion of the order.

3.2.3 Refund of Performance Guarantee

Performance Guarantee shall be released / returned to the contractor after the completion of the work/contract period without any interest.

3.2.4 Forfeiture of Performance Guarantee

Performance Guarantee is taken for due performance of the Contract and can be forfeited in the event of a breach of contract.

FDR / Bank Guarantee / Demand Draft obtained towards Performance Guarantee will be invoked when there is a specific breach on the part of the Contractor.

3.3 **Technical Evaluation of Bids**

Bidder should have executed similar type of works with epoxy + PU painting scheme of mechanical structure, antennas at minimum height of 20 Mtrs. from the ground and above in the **last Seven years** ending previous day of last date of submission of bids i.e. between 01.04.2014 to 31.03.2021.

- One single job costing not less than 80% of Estimated cost OR
- Two jobs each costing not less than 60% of Estimated cost OR
- Three jobs each costing not less than 40% of Estimated cost

The value of executed works shall be brought to current costing level by enhancing the actual value of work at the simple rate of 7% per annum; calculated from the date of completion to due date for submission of bid.

Copies of work orders executed and completion certificates duly signed by the competent authority to be submitted evidencing the above without fail.

3.3.1 On the due date the Techno commercial bids will be opened and referred to the technical evaluation Committee.

The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made to ensure , the item / items quoted are as per our specifications.

3.3.2 Our Technical team may visit sites where bidders have carried out works, if required to understand your capacity to execute the contract and type of works carried out. You shall render your full co-operation in this regard.

3.3.3 After the technical evaluation is completed and approved, Purchaser shall inform the bidders whose bids have been rejected technically with the reasons for rejection.

3.3.4 **The price bids of the Bidders whose techno commercial bids are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening.**

3.3.5 The successful bidders will be informed regarding the date and time of Price bid opening.

3.3.6 The recommendation/decisions of the Evaluation Committee is final and binding on all the bidders.

3.4 **Income Tax**

3.4.1 As applicable will be deducted from the contractor's bill and TDS certificate will be issued.

3.5 **GST : Will be paid Extra.
GST TDS will be deducted as per Govt. rules.**

3.6 **Duration for Completion of work/Delivery Period**

3.6.1 **Maximum 100 working days per antenna from the date of handing over of the site. Painting work must start within 15 days of issue of work order or / handing over of the antennas.**

3.6.2 At a time only **one Antenna** will be given for Protective Coating work during day time from 8.00 am to 5.30 pm for 6 days a week.

3.6.3 One Antenna will be available for Protective Coating on Saturday and Second Antenna will be available on Sunday.

3.6.4 If the Antenna which are under coating work are required for any important observation which is scheduled on weekends, it will be informed to the contractor well in advance. In such cases, the period (No. of days when work has been stopped by NCRA) may be considered for extension.

3.7 **Payment :-**

3.7.1 The payment will be made as under:-

(a) *No advance payment will be made*

(b) *Payment will be made through **Three Running Account (RA) bills and one final bill** will be based on actual measurement of work done.*

(c) *will be made after **deducting GST TDS, Income Tax TDS etc.***

(d) *Bills will be settled only after satisfactory completion of the work and bill certified by our Engineer.*

(e) *Contractor shall submit all your bills to*

**Shri S.K. Nandi / Shri H.S. Kale
Giant Metrewave Radio Telescope (GMRT),
National Centre for Radio Astrophysics (NCRA),
At. Post. Khodad, Near Narayangaon, Tal. Junnar,
Dist. Pune 410504, Maharashtra.**

(f) Payment will be made by NEFT/RTGS after deduction of

(i) GST TDS if applicable.

(ii) Income tax as applicable and

(iii) any other dues.

Payment will be made from NCRA-TIFR, Pune by RTGS.

3.8 DEFECT LIABILITY PERIOD :- Five years from the date of completion of work on each antenna

During the defect liability period of **Five years**, the representatives of Contractor and purchaser shall jointly inspect the condition of the paint on the antenna in the last month of every year.

- (a) For Plate : There shall not be more than Ten spots of rust/ blisters / bubbles (with each spot area more than 1 sq. mm) in the painted area of about one square meter for plate and the paint film should not peel off readily.
- (b) For Pipes (of different sizes) : There shall not be ten spots of rust/ blisters / bubbles (with each spot area more than 1 sq. mm) for a single pipe of one meter length.
- (c) Every year joint inspection to be carried out by representative of purchaser and contractor and any corrective touch up painting work to be attended without any extra cost to purchaser.

The Contractor shall repair any such defected areas observed by touch-up painting with the painting scheme followed earlier, at no extra cost to the purchaser. Such repair has to be certified by purchaser inspector / Supervisor. Contractor must ensure that he submit copy of workmen compensation insurance policy before carrying out any work under this clause.

3.9 OTHER CONDITIONS OF CONTRACT :

- 3.9.1 (a) The Centre is:
**National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Pune University Campus, Ganeshkhind,
Pune - 411007, Maharashtra, India
Phone : +91 20 2571 9000/9111
Fax : +91 20 25692149
E-mail : purchase@ncra.tifr.res.in**

- (b) The place where work to be carried out is;
***Any one antenna at*
Giant Metrewave Radio Telescope (GMRT),
National Centre for Radio Astrophysics (NCRA),
At. Post. Khodad, Near Narayangaon, Tal. Junnar,
Dist. Pune 410504, Maharashtra.**

Contact Person : Shri A.K. Nandi / Shri H.S. Kale
Email – nandi@gmrt.ncra.tifr.res.in, hsk@gmrt.ncra.tifr.res.in
Tel. 02132-258400 /300.

3.9.2 Safety & Security_:

Contractor will be responsible for the safety and security of all their workmen and staff and will ensure to maintain necessary records for payment and other details as per the prevailing Procedures and Acts. Contractor will be fully responsible for any personal injury, accident,

death of your personnel and shall take proper precautions against any such loss or damages by taking **WORKMEN COMPENSATION INSURANCE POLICY (WCI Policy)**, valid till completion of the work for all the persons you deploy for this work. **Charges towards the same will have to be borne by you. However, it may please be noted that, you will be solely responsible for Safety and Security of your personnel at site deployed by you for this work.**

Workmen Compensation policy must be taken keeping in consideration following:

- i. Labourers and Supervisor deployed for the work **(20 mtr height and above)**.
- ii. Place of Work: GMRT Antenna, at GMRT Khodad / near Narayangaon, Tal. Junnar, Dist. Pune 410504

If any work to be executed under defect liability period, you shall obtain workmen insurance policy for all the persons you deploy at our site before starting such work at your own cost.

Copies of Insurance Policy be submitted directly to our Administrative Officer, GMRT and Shri A.K. Nandi / Shri H.S. Kale and Purchase Section, NCRA. You should also promptly report in writing to us all cases of accidents and damages. However, irrespective of the cause and place of occurring, during the execution of the work, you should make adequate arrangements to render all possible aid to the victims of such accidents and damages during the execution of the work.

3.9.3 Indemnity Bond

As per **Form I** to be submitted by the contractor before commencement of the work.

3.9.4 (A) Deployment of Labour & Machinery : You shall not employ any person who has not attained the age of 18 years. You shall deploy sufficient equipment's and labour as may be necessary to maintain the progress of schedule. Night work which requires supervision shall not be permitted except when specially allowed by Engineer each time. On your request, you will be provided necessary lighting arrangements etc. for night work as directed by Engineer.

- (B) The Contractor should ensure that their workers do not roam in the premises, other than the assigned work place, without permission.
Workers should not spoil the area such as toilets, canteen, corridors, pathways, roads, etc. by spitting, throwing garbage, etc.
Workers should not make noise near the office areas.
Workers should not cut trees, pluck flowers, pick up any material laying in the campus, etc.

3.9.5 Work at Night or on Holidays : No work at night or on legal holidays will be carried without the written consent of the Engineer and if permitted such work to be done in the presence of the Engineer or his representative.

3.9.6 Demobilisation / Site Clearance : On completion of works under this contract, you shall clear up the site and remove from the site all surplus materials, equipment's, debris, centering etc. and shall handover the site to us in a condition satisfactory to the Engineer

3.9.7 If any of the item/items supplied found to be not original, same will have to be replaced with original item/items at no extra cost to Centre. Delay on this will be to the account of the Contractor.

- 3.9.8 Storage of tools and materials: You shall make your own arrangement for storage / safety of tools, plants, machinery, materials.
It is the responsibility of successful bidder to ensure that arrangement is made for receiving and safekeeping of all items required for carrying out the work under their custody and supervision.
- 3.9.9 Centre if required can only provide an open space where contractor can make arrangement for safekeeping of their goods. No space will be provided for temporary accommodation of workers.
- 3.9.10 Items brought for carrying out work at Centre's site cannot be taken out without valid permission.
- 3.9.11 Protection of property: You shall be responsible for making good to the damages to the existing property during the work by your men. During the execution of work, it is likely that you may come across telephone cables, electrical cables, water supply lines, Lan cable etc. It will, therefore, be your responsibility to protect them carefully. All such cases should be brought to the notice of the Engineer by you and also to the concerned department. Any damage what-so-ever done to these are be made good by you at your own cost.
- 3.9.12 Liquidated Damages
- If the contractor fails to maintain the required progress to complete the work and clear the site on or before the due date for completion of contract as stated in special conditions of contract or any extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Govt. on account of such breach, pay as agreed compensation the amount calculated at the rate stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ month (as applicable) that the progress remains or that the work remains incomplete.
This will also apply to items or group of items for which a separate period of completing has been specified: **Compensation for delay of work - @ 1% per month of delay to be computed on per day basis.**
Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the NCRA.
- 3.9.13 WATER :If water is available with our existing Bore well at site, then it will be allowed to use at free of cost. It is Contractors' own responsibility to make necessary arrangement to carry the same to work spot. Also note that providing water is not binding on us. If water is not available with us, then contractor shall make his own arrangement at his own cost.
- 3.9.14 ELECTRICITY : Electricity shall be provided by the department at free of cost from the existing nearby available source for the work. Bidder should make proper arrangement for extra length of cable/distribution board etc. to reach their work place with all electrical safety precautions. Also note that providing electricity is not binding to us.

3.9.15 Arrangement by Contractor :

(A) Centre do not take any risk and responsibility for receiving, storage and issue of items brought to site.

(B) Contractor will have to make necessary arrangement for deploying his own person for safe unloading and receiving and storing of the items / tools / machinery etc. at Centres identified place till they are taken out for consumption / use.

3.9.16 Transportation of labour and materials

The transportation of labour and materials is the responsibility of the contractor .

3.10 Applicable Law and Jurisdiction of Court

3.10.1 Only the competent Courts of Law in Pune will have the jurisdiction in respect of any dispute, concerning this contract, over the arbitration proceedings etc.

3.11 Contact Person : For co-ordination of work kindly contact :

Contact Person : Shri A.K. Nandi / Shri H.S. Kale

Email – nandi@gmrt.ncra.tifr.res.in, hsk@gmrt.ncra.tifr.res.in

Tel. 02132-258400 /300.

Giant Metrewave Radio Telescope (GMRT),

National Centre for Radio Astrophysics (NCRA),

At. Post. Khodad, Near Narayangaon, Tal. Junnar,

Dist. Pune 410504, Maharashtra.

CHAPTER - 4

DETAILS OF FREE ISSUE ITEMS

We will be issuing following free items :

Sl No	Description Of Items	Unit	Quantity	Amount (Rs)
01	Make – Grand Polycoats, Epoxy primer, Type - GP prime guard 235 Colour shed Aluminium	Litre	500	244260
02	Make – Grand Polycoats, Epoxy primer Type - GP prime guard 235 Colour shed Light Grey	Litre	500	244260
03	Make - Grand Polycoats, Thinner for Epoxy primer,	Litre	1000	135700
04	Make – Grand Polycoats, Poly Urethane (PU) Finish Paint Type – GP Bond 141 CR RAL 9003	Litre	1000	414180
05	Make - Grand Polycoats, Thinner for Poly Urethane Finish Paint	Litre	600	81420
	TOTAL			1119820

Other Details: Painting materials i.e., Epoxy Primer, Thinner for Epoxy Primer, Polyurethane (PU) finish paint and thinner for polyurethane finish paint will be supplied as free issue items.

(i) Total cost for free issue items - **Rs. 11,19,820/- for two Antennas.**

(ii) At a time free issue items of **Rs. 20,000/-** only will be issued.

- a. Before taking over the free issue items, you should submit the Demand Draft from a Scheduled Bank **for Rs. 20,000/- (Twenty Thousand only)** in favour of “TIFR” payable at Pune.
- b. Contractor to maintain proper account of Free Issue Items received, their utilization including wastage and surrender the unutilized materials and wastages and obtain a certificate from our Engineer which must be enclosed with the final bill.
- c. **PENALTY for Damage / Loss of Free issue items and NCRA Machinery / Instruments:**
 - i.] If any free issue items are misplaced or lost, cost towards the same will have to be reimbursed by the contractor.
 - ii.] While executing the refurbishment work, if any damage happens to the structure or its related items. The expenses required to rectify / repair will be recovered from the contractor.
 - iii] While doing the work if any damage/theft happens to our machinery and instruments like theodolite, tension meter, welding machine etc. amount of that particular item will be recovered from the contractor.
 - iv] If NCRA find that the bidder is not using safety and security measures appropriate penalty will be imposed.

CHAPTER - 4

Scope of work for

GMRT Antennas Epoxy + PU structural steel protective coating work

A. SURFACE PREPARATION

- 1) Remove the existing paint/coating up to the bare metal with the help of scrappers, wire brushes & emery papers.
- 2) Keep the area rust & dust free
- 3) Make the surface rough with the help of polish papers which is helpful for proper bonding/adhesion of paint film.
- 4) Wipe the surface with the help of cotton clothes to make it dust free before the application of prime painting/coating.
- 5) **Final surface condition:** The surface to be coated shall be clean, dry, and free from oil/grease and have the specified roughness and cleanliness until the first coat is applied.
- 6) **Inspection:** The surface shall be visually inspected and approved by GMRT / NCRA before primer application.

B. APPLICATION OF PAINT

I. GENERAL INSTRUCTIONS:

- 1) Manual brush (or roller) painting is required to be done as the painting work is at height. Spray painting is not feasible due to height of the structure.
- 2) Epoxy and PU are two separate pack system. Mixing is to be done as per the ratio specified by manufacturer and before the paint application. They should be stirred properly to ensure proper mixing. There is a pot life for every paint after mixing which is mentioned by manufacturer. Paint to be used within the specified pot life only.
- 3) Inspection: Clearance should be taken from Engineer, GMRT / NCRA before and after every coat.
- 4) No final cleaning or coating application shall be done if the relative humidity is more than 85 % and when the steel temperature is less than 3 °C above the dew point. No coating shall be applied or cured at temperatures below 0 °C.
- 5) The paint manufacturer's recommendation to be followed for maximum and minimum application and curing temperature and other relevant limitations regarding application and curing conditions for each product.

II. STRIPE COAT PAITNING

After the surface preparation apply the GMRT approved Epoxy Primer colour shed Aluminium as a stripe coat on Profiles, Inside Edges, Nuts, Bolts, Welding joints, Holes, Notches, Corners, and Angles etc. The main reason for stripe coating is to ensure maximum paint protection in the most critical areas.

III. PRIMER PAINTING

- Apply first coat of GMRT approved Epoxy Primer on the prepared surface & maintain the dry film thickness (DFT) minimum 75-80 microns colour shed Aluminium.

- After the completion of first coat then apply second coat of GMRT approved Epoxy Primer minimum 75-80 micron DFT colour shed Light Grey. Minimum gap between 1st and 2nd coats as recommended by paint manufacturer should be maintained.
- Total DFT of primer should not be less than 150 microns.

IV. FINAL COAT PAINTING WHITE (RAL 9003)

- After completion of primer painting, apply GMRT approved two coats of Poly Urethane (PU) Top coat RAL 9003 Milky/Signal White paint.
- Minimum DFT of each coat should be 30 microns with total DFT for two coats should be minimum 60 micron.
- Total Epoxy + PU dry film thickness (DFT) should not be less than 210 micron.

Note: -

- 1) Contractor should maintain same manpower throughout the painting work & painters will undergo qualification test before commencement of the work.
- 2) Only mechanical cleaning is allowed
- 3) Chemical cleaning is strictly not permitted
- 4) Use of power tools for cleaning are strictly not allowed
- 5) No synthetic bristle brush to be used.

C. INSPECTION

- 1) Inspection to be carried out jointly by contractor's representative and Engineer(s) of GMRT / NCRA engineers. Surfaces should be uniform & free from any visual defect & total DFT should not be less than specified in previous section. Inspection is mandatory for each and every stage of the contract.
- 2) Periodic Inspection: Periodic inspection of antenna to be carried out once in every year. Inspection to be jointly done by contractor's representative & GMRT / NCRA engineer. Any defect pointed out during the inspection should be rectified immediately without any extra cost to GMRT / NCRA

D. WORKMEN / MATERIAL SAFETY:

- 1) Use of Safety Belt (full body Harness), Safety Helmet, Gloves, Eye protection aids, is mandatory. All safety items required for the job is in the scope of contractor.
- 2) Every workman should be covered by WCP policy.
- 3) As the work involves working at height, adequate precautions to be taken for safety of workmen.
- 4) The Contractor should be and will be responsible for any accident, mishap, damage, etc. to his men, material, etc. AND GMRT-NCRA-TIFR in no way shall be held responsible.
- 5) However, if there is any damage to the property of GMRT-NCRA, it is the responsibility of the contractor to make the same good otherwise GMRT-NCRA reserves the right to recover the same from his bills payable, at the risk and cost of the contractor.
- 6) The bidder will ensure that the antenna(e) are not damaged in any circumstances.
- 7) The Contractor shall provide adequate skilled workmen and supervision required during execution of the work, including lodging, boarding and local transport as and when required. They shall observe all statutory rules and regulations including the site rules. The Contractor's supervisor shall cooperate with the Owner's inspection staff for the various activities of inspection and record keeping.

E. HANDING OVER THE ANTEENA DULY COMPLETED THE WORK:

The Contractor should handover the antenna after the work is completed in all respect, within the delivery time. If the delivery is delayed beyond the stipulated schedule, the GMRT-NCRA reserves the right to apply LD clause mentioned in this contract under Special Conditions of the contract.

F. CLEANING:

- 1) After completion of antenna protective coating work and at the time of handing over the antenna, the entire area should be cleaned properly and no leftover items should be left in and around antenna site.
- 2) If the contractor fails to do so, it will be done by the GMRT-NCRA at the risk and cost of the contractor.

G. DECORUM OF WORKERS:

- 1) The Contractor should ensure that their workers do not roam in the premises, other than the assigned work place, without permission.
- 2) Workers should not spoil the area such as toilets, canteen, corridors, pathways, roads, etc. by spitting, throwing garbage, etc.
- 3) Workers should not make noise near the office areas.
- 4) Workers should not cut trees, pluck flowers, pick up any material laying in the campus, etc.

H. COVID-19 GUIDELINES

All COVID-19 guidelines as notified by Central Government, State Government and NCRA administration as applicable at the time of work should be followed .

I. GMRT Antenna painting Scheme

Any of the two painting schemes (Scheme-A or Scheme-B) as mentioned below to be followed for GMRT Antenna Painting-

A. Scheme A

Make: Grand Polycoats Company Pvt Ltd. All primers, top coat & thinner to be of the above make. Exact type and brand names are detailed below.

Paint Details:

- 1) **Primer 1st Coat:** Epoxy primer Brand name GP PRIMEGUARD 235 colour silver for 1st coat of Primer, DFT 75 micron per coat
- 2) **Primer 2nd Coat:** Epoxy primer Brand name GP PRIMEGUARD 235 colour grey for 2nd coat of Primer, DFT 75 micron per coat
- 3) **Top Coat (total 2 coats)** – Polyurethane Paint GP BOND 141 for both coats. Colour Shed Signal White / Milky White RAL 9003, DFT 30 micron per coat total PU DFT 60 micron
- 4) **Thinner-** To be of Grand Polycoats make of types approved by manufacturer for the respective paint.

J General Notes :

1. Quantity per antenna 1500 Sqm , total 02 antennas are considered here. Any two antennas will be selected by NCRA-GMRT out of 30 Antennas. This will be intimated to the contractor after work order is issued before starting the work.
2. Total charges for surface preparation of a given antenna will be worked out on the basis of type of actual surface preparation work executed on that antenna, which will be recorded / measured jointly by the Owner's representative and Contractor's representative.
3. Only one antenna will be given for taking up the work, on satisfactory completion of the same clearance will be given for balance antenna.
4. One Antenna will be available for Steel Protective Coating on Saturday and Second Antenna will be available on Sunday.
5. If the Antennas which are under coating work are required for any important observation which is scheduled on weekends, it will be informed to you well in advance.
6. The mandatory instruments/equipment such as power stirrer, WFT gauge, DFT gauge, equipment for monitoring environmental condition, types of brushes, BIS volumetric cylinder has to be maintained & used by the contractor on –site during work execution.
7. **If order is placed supplier has to bring Painting Brush, Polish Paper, Paint scrapper etc.**
8. **Required Paint and Thinner only will be provided by GMRT-NCRA.**
- 9 Barricading with green net about 5-6 feet height around the existing paving block / building to be provided during the work in progress and upto the completion of work.

CHAPTER - 5

Standard forms (To be enclosed by bidders with Part – I, Techno-commercial bid)

	Table of Contents
Sl. No.	Contents
1	Company Profile – Form A
2	Eligibility Criteria – Form B
3	Schedule of Experience - Form C
4	Schedule of deviation From General Conditions - Form D
5	Bid Form - Form E
6	Details of GST - Form F
7	Bid Security Declaration Form G
8	Format of Amalgamation/Acquisition - Form H
9	Format of Indemnity Bond* – Form I
10	Format of CA certificate / Financial Strength – Form J
11	Format of Bank Guarantee for Performance Guarantee * – Form K
12	Certificate of Site Visit – Form L
13	Undertaking for Acceptance of terms and conditions – Form M

**** To be used by vendor on whom order will be placed.***

FORM –A**Page 1 of 1****COMPANY PROFILE**
(To be filled in by the Bidder)

Sl.No.	Question	Response
1.1	Company Name	
1.2	Type of firm Proprietary / Partnership / Pvt. Ltd. / Ltd. / Single Person Company / LLP	
1.3	Date of Incorporation / Establishment	
1.4	Company Head Office address	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.5	Address of Pune office	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.6	Number of Employees	
1.7	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims/complaints received in the last three years.	
1.8	Name of Designation of the Officer of the Contractor/ Bidder to whom all the reference shall be made for expeditious technical co-ordination	
1.9	Whether Contractor is familiar with and has experience in the type of work specified	
1.10	Indicate the number of similar jobs in hand, giving a brief description of scope of work and personnel employed	
1.11	GST Registration and Date	
1.12	Permanent Account No. (PAN)	

Signature of the Bidder

Name & Designation

Company Seal

Date:

FORM –B

ELIGIBILITY CRITERIA

Sr.No.	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.			
1	Bidder must have been in the business for a period of 5 years prior to this advertisement and must have trained manpower to work on mechanical structure, antennas at height of 20 Mtrs. & above from the ground.				
2	Bid should be for the work to be carried out and hence bid with per day labour rates will not be considered.				
3	Bidder may visit the site following all Covid-19 regulations to know exact scope of work, site conditions etc. and must be fully confident of carrying out the work tendered. Bidder shall have to submit certificate of visit as per Form L .				
4	Bid must be valid for a minimum period of 120 (One Hundred Twenty Days) from the due date for submission of bid.				
5	Bidder must submit Chartered Accountant's Certificate showing their turnover and Profit & Net worth for the past Five Financial Years prior to 31.03.2021 i.e. for 2016-17, 2017-18, 2018-19, 2019-20, 2020-21. Do not enclose copies of Profit and Loss and Balance Sheets statement and IT returns.	Period	Turnover	Net Worth	
		2016-17			
		2017-18			
		2018-19			
		2019-20			
		2020-21			
6	Bidder must have an average turnover of 30% of the estimated cost (Rs. 5.91 lacs) for past three years.				
7	Successful bidder must be able to submit :- Performance Guarantee of 3% of total order value including all taxes, duties etc. within 15 days after receipt of our order valid till completion of defect liability period.				

NOTE : KINDLY FILL UP THE ABOVE DETAILS AND ENCLOSE ALONGWITH YOUR TECHNICAL BID – PART I, OTHERWISE YOUR BID WILL BE REJECTED.

Signature of the Bidder :

Name & Designation :

Company Seal :

Date :

SCHEDULE OF EXPERIENCE SHOWING WORKS COMPLETED

Customers (full Address)	Order No. and date	Work and location	Value of order (Rs.)	Date for completi on of work as per contract	Date of actual complet ion of work	Remarks indicating reasons for late completi on of work	Has the work been completed Satisfactory? (Attach a copy of order and completion certificates from the Centre)	Contact person Along with Telephone No., FAX No. and email address

Signature of the Bidder

Name & Designation

Company Seal

Date:

SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

- 1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

BID FORM

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date:

[insert date (as day, month and year) of Bid Submission]

Tender No.:

[insert number from Tender Notice]

To:

[insert complete name of Owner]

We, the undersigned, declare that:

(a) We have read & understand the bidding document and have no reservations,

(b) We offer to execute the order in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;

(c) Our bid shall be valid for a period of **120 days**, from the date of opening techno commercial bid (Part– I), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we agree to submit **Performance Guarantee** as per mentioned the tender document;

(e) We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.

(f) We have seen the site and have understood the site conditions.

(g) We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

h) Name: *[insert complete name of person signing the Bid Submission Form]* duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

i) Dated on _____ day of _____, _____ *[insert date of signing]*

DETAILS OF GST

(PLEASE PROVIDE FULL INFORMATION WITHOUT WHICH YOUR BID
MAY BE LIABLE FOR REJECTION. THIS MUST BE SUBMITTED WITH
TECHNICAL BID)

(a) GST payable : _____ % extra

Your GST Tax Registration No. :

Company Seal

Signature of the Bidder:

Name :

Designation :

Date :

Bid Security Declaration
(to be submitted on Company's letter head)

I/We the undersigned hereby declare that if we withdraw or modify the bids during the period of its validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in the tender document or fail to execute the contract, we will be suspended for a period of one year from being eligible to submit bids for any tenders invited by NCRA-TIFR, Pune and its related entities.

Name and Signature

Of Authorized Signatory

And Company Seal

FORMAT OF DECLARATION REGARDING AMALGAMATION / ACQUISITION

No. ----- Date:-----

1) Amalgamation/Acquisition

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Centre Director, National Centre for Radio Astrophysics, TIFR, Pune to fulfill the contractual obligations as per the terms of NCRA Tender and bids of M/s. -----No. ----- - Dated-----and National Centre for Radio Astrophysics P.O. -----dated -----.

The contractual obligations are **Structural steel protective coating work any two antennas in the radius of 30 Kms from GMRT Office at Giant Meter wave Radio Telescope (GMRT), Khodad, Tal. Junnar, Dist. Pune 410504**, as per the above mentioned Order.

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

Format of Indemnity Bond

(to be executed on **Rs. 500** Non-Judicial Stamp Paper by the successful bidder before commencement of work at site)

Work Order No. _____ Dt. _____

In consideration of National Centre for Radio Astrophysics, Tata Institute of Fundamental Research (NCRA/TIFR) having office at Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411 007, hereinafter referred to as “The Institute”, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. _____ having registered office at _____, a firm carrying in such name and style the business of _____ (hereinafter referred to as “The Contractor “ which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s) / proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for _____ and in compliance with the terms and conditions of the said contract.

We M/s. _____ being the contractor shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Institute by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Institute whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

For and on behalf of M/s. _____

Date:

S E A L

Accepted By

for and behalf of NCRA (TIFR) Pune

FORM –J**Page 1 of 1****CA Certificate**

(ON CA's Letter Head)

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

Financial Year	Turnover	Net Worth
2016-17		
2017-18		
2018-19		
2019-20		
2020-21		

For _____

Chartered Accountants

Name & Signature :

Company Seal & Phone No. :

Date :

FORM –K

Page 1 of 2

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(to be executed on appropriate value of stamp paper)
(To be used by Successful bidder after placement of order)

To,
Centre Director
National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Post Bag No. 3, University of Pune campus,
Ganeshkhind, Pune 411 007.

In consideration of National Centre for Radio Astrophysics, Tata Institute of Fundamental Research , Post Bag No. 3, University of Pune campus, Ganeshkhind, Pune 411 007 (hereinafter called "Centre") having agreed under the terms and conditions of Contract No. Dated made between them and (hereinafter called : The said Contractor(s)) for (hereinafter called "the said Contract") having agreed to provide an irrevocable bank Guarantee for Rs. (Rupees only), as a Security / Guarantee from the Contractor(s) for compliance of obligations in accordance with the terms and conditions in the said contract, we (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Centre an amount not exceeding Rs..... (Rupees..... only) on demand by the Centre.

2. We (indicate the name of Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the centre stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said bank, further undertake to pay to the centre any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Centre under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till Engineer on behalf of the Centre certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

FORM –K

Page 2 of 2

5. We (indicate the name of Bank) further agree that the Centre shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Centre or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Centre against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Contract and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Centre or any indulgence by the Centre to the said Contractor or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Centre in writing.

8. This guarantee shall be valid up to unless extended on demand by Centre. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us on or before the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and Sealed

Dated the day of for
(indicate the name of Bank).

Signature :

Name of the Officer :
with No.

Seal :

Email ID :

Phone No. :

CERTIFICATE OF VISIT TO THE SITE

Tender No.: NCRA:WF029:PUB 417:2021

To,
Centre Director,
NCRA-TIFR,
Pune 411007, India.

Dear Sir,

With reference to your tender mentioned above, we have visited and have understood the scope of work and conditions of the site

**Giant Metrewave Radio Telescope (GMRT),
National Centre for Radio Astrophysics (NCRA),
At. Post. Khodad, Near Narayangaon, Tal. Junnar,
Dist. Pune 410504, Maharashtra.**

where the tendered work is to be carried out.

Name & Signature of Bidder :

Name & Signature of Centre's Representative:

Designation :

Date:

Company Seal & Phone No .:

UNDERTAKING

1. We have studied the complete tender document and accept all the terms and conditions except those specified in **Form D**.
2. It is certified that my firm/agency/company has never been black listed by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies / Municipalities and no criminal case is pending against the said firm / agency as on **date of bidding**.
3. Works carried out by us shown in **Form C** have been carried out by us directly and not on back to back by third parties.

Date :

Signature of the Bidder :

Place :

Name of the Bidder :

Company Seal:

Designation :

Chapter 6

Price Bid (Part II of the tender)

Page 1 of 1

(To be submitted in a separate sealed envelope)

SCHEDULE OF WORK AND QUANTITY FOR PROTECTIVE COATING WORK OF ANTENNAS IN AND AROUND GMRT OFFICE KHODAD, TAL. JUNNAR, DIST. PUNE.

Sr. No.	Description of work	Qty.	Charges Payable per Sq. Mtr. (Rs.)	Total Amount (Rs.)
1	<p>Structural steel protective coating removal work, up to the bare metal and application of new structural steel protective coating work with EPOXY + PU painting scheme on any two antennas in the radius of 30 Kms from GMRT Office at Giant Meter wave Radio Telescope (GMRT), Khodad, Tal. Junnar, Dist. Pune 410504.</p> <p>Scope of work – As per chapter 4.</p> <p>NOTE: One antenna's coating area is 1500 Sq. Mtr. With $\pm 10\%$ variation.</p>	3,000 Sq. Mtr.		

Quantity Variation : +/- 10%

Date :

Signature of Bidder :

Name & Designation :

Place :

Company Name & Address :

Company Seal & Phone No. :