

TENDER NOTICE NO. 07 / 2021-2022

Public Tender No. : NCRA:WF056:PUB420:2021

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 part, Part– I: Techno-commercial Bid & Part – II: Price Bid for the following:

Description of Work	Bid Security Declaration towards EMD
Providing a Non AC ~ 42 seater bus with driver for running between NCRA, Savitribai Phule Pune University Campus, Ganeshkhind, Pune to GMRT office, Khodad (about 100 Kms. from Pune), Near Narayangaon, Tal. Junnar, Dist. Pune and back.	Bid Security Declaration as per our format (Form F) to be submitted on company's letter head.
Estimated Cost : ~ Rs. 25 Lakhs. (including of GST) per year.	Tender Fee : Rs. 590/- (including of GST). (Rupees Five Hundred Ninety by way of Demand Draft in favour of “TIFR” payable at Pune).
Type of Tender : Two Bid	Exemption from EMD for bidders with Valid MSE Udyam registration.

DURATION OF THE CONTRACT:

Initially for one year. It can be extended further for 2 years, one year at a time, subject to satisfactory performance and with no increase in the Service Charges.

Downloading of bid document	From : 29.10.2021, 09.30 hrs. To : 18.11.2021, upto 18.00 hrs.
Due date for Submission of bid	24.11.2021 upto 18.00 hrs.
Technical Bid Opening (If sufficient bids are received).	Date : 25.11.2021 Time : 15.00 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 be in the business and have full-fledged office in Pune in working condition. Document to this effect to be submitted in techno-commercial bid.
- Bid must be valid for a minimum period of **180 (One Hundred Eighty Days)** from the due date for submission of bid.
- Bidder must submit Chartered Accountant's Certificate showing their turnover and Net worth for the past Financial **5 years** i.e. 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.

- d) No Deviation from General Conditions of tenders viz. Performance Guarantee, Payment terms etc. will be accepted.
- e) Successful bidder must be able to submit :-
 - (i) **Performance Guarantee of 3%** of the total order value including all taxes, duties etc. and Indemnity Bond as specified in the tender document, within 15 days after receipt of our order.
 - (ii) Comprehensive Insurance Policy for the vehicle and
 - (iii) Indemnity Bond as specified in the tender document.

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 send an email to purchase@ncra.tifr.res.in giving their Full address and 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, Savitribai Phule 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 and tender fee, if applicable.

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

III. Envelope 3 – Price bid superscribed with 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.

Due to Covid restrictions technical bids may **not be opened** in the presence of bidders'. 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 bid may be opened on a later date through **google meet or zoom** 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.
- e. NCRA is not responsible for delay or loss of tender document / bids in transit.
- f. **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.**
- g. **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.

4. Startups:

As per OM No. F/20/2/2014 – PPD dated 20.09.2016 startups are exempted from payment of tender fee and eligible for relaxation regarding prior turnover and prior experience subject to the condition that :

- (i) Startups must have been recognized by Department for Promotion of Industry and Internal Trade (DPIIT), relevant documents may be provided.
- (ii) They meet quality and specifications.

Startups may be MSE's or otherwise.

PURCHASE OFFICER



NATIONAL CENTRE FOR RADIO ASTROPHYSICS
Tata Institute of Fundamental Research
Pune

Public Tender No.

NCRA:WF056:PUB420:2021

Providing a Non AC ~ 42 seater bus with driver for running between NCRA, Savitribai Phule Pune University Campus, Ganeshkhind, Pune to GMRT office, Khodad (about 100 Kms. from Pune), Near Narayangaon, Tal. Junnar, Dist. Pune and back.

CHECK LIST

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

Page 1 of 1

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 – Form A		Yes / No
5	Eligibility Criteria – Form B		Yes / No
6	Schedule of Experience - Form C – 1 Schedule of Experience showing works on hand – Form C-2		Yes / No
7	Bid Form - Form D		Yes / No
8	Details of GST - Form E		Yes / No
9	Bid Security Declaration Form F		Yes / No
10	Format for power of attorney for signing the bid – Form G		Yes / No
11	Format of Amalgamation/Acquisition - Form H		Yes / No
12	Format of CA certificate / Financial Strength – Form I		Yes / No
13	Undertaking for Acceptance of terms and conditions – Form J		Yes / No
14	Format of Bank Guarantee for Performance Guarantee * – Form K		Yes / No
15	Format of Indemnity Bond* – Form L		Yes / No
16	PAN Card Photo Copy enclosed		Yes / No
17	Copy of power of attorney to sign the bid enclosed(Applicable for LLP / partnership company / PVT LTD / LTD Company)		Yes / No

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

18	Price bid – Chapter 6 - to be submitted in separate sealed envelope	Yes / No
----	--	-----------------

Date : Signature of Bidder :

Name & Designation :

Place : Company Name & Address :

Company Seal & Phone No. :

INDEX

Content of Index
Chapter 1
Instructions to Bidder (ITB).
Chapter 2
General Conditions of Contract (GCC).
Chapter 3
Special Conditions of Contract (SCC).
Chapter 4
Scope of work / Technical Specifications, Compliance Statement etc.
Chapter 5
Specimen of Various Forms.
Chapter 6
Price-Bid - (Part II)

INSTRUCTIONS TO BIDDER (ITB)

Table of Contents	
Sl. No.	Contents
A.	INTRODUCTION
1	Preamble
2	Eligible Bidders
3	Cost of Bidding
4	Contract Rate / Price
B.	THE BIDDING DOCUMENTS
1	Content of Bidding Documents
2	Clarification of bidding documents
3	Amendment of Bidding Documents
C.	PREPARATION OF BIDS
1	Language of Bid
3	Conditional Discount
4	Bid Currency
5	Period of Validity of Bids
D.	SUBMISSION AND SEALING OF BIDS
1	Submission, Sealing and Marking of Bids
2	Deadline for Submission of Bids
3	Late Bids
E.	OPENING AND EVALUATION OF BIDS
1	Opening of Bids
2	Confidentiality
3	Clarification of Bids
4	Preliminary Examination
5	Responsiveness of Bids
6	Non-Conformity, Error and Omission
F.	AWARD OF CONTRACT
1	Centre's right to vary Quantities at the time of Award
2	Centre's right to accept any Bid and to reject any or all Bids
3	Notification of Award

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 work / services to be performed under shall be firm.

1.4.2 Bidder must quote the rates for all items and services as per price bid form available in the bid document.

1.5 All entries must be made by hand and written in ink. If any of the documents is missing or unsigned, the bid may be considered invalid by the NCRA in its discretion.

1.6 Rates and amounts should be quoted both in figures and in words, in columns specified. All erasures and alterations made while filling the tender must be attested by the initials of the tenderer. Overwriting of the figures is not permitted.

1.7 Failure to comply with either of these conditions will render the bid void at the purchasers option. No changes whatsoever especially in rates, specifications or

conditions after opening of the bid will be entertained. If there are differences between the rates given by the contractor in the words and figures or in amount worked out by him, the following procedure shall be followed:

- a. When there is a difference between the rates in figures and in words, then rate quoted by the contractor in words shall be taken as correct.
- b. When the amount of an item is not worked out by the contractor or it does not correspond with the rate written either in figures or in words, then the amount corresponding to the rate quoted by the contractors in the words shall be taken as correct.
- c. When the rates quoted by the contractor in figures and in words tallies but the amount is not worked out correctly, the rate quoted by the contractor shall be taken as correct and not the amount.

B - The Bidding Documents

1.8 Content of Bidding Documents

- 1.8.1 The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction.
- 1.8.2 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.

1.9 Clarification of bidding documents

- 1.9.1 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.

1.10 Amendment of Bidding Documents

- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 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

1.11 Language of Bid

- 1.11.1 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**.

1.12 Conditional Discount

- 1.12.1 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.

1.13 Bid Currency

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

1.14 Period of Validity of Bids

- 1.14.1 Bids will have to remain **valid for a minimum of 180 days from the date of techno commercial bid opening**. A bid valid for a shorter period shall be rejected by Centre as non-responsive.

- 1.14.2 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.

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

D - Submission and sealing of Bids

1.15 Submission, Sealing and Marking of Bids

Each page of the bid document should be signed by the authorized person or persons submitting the tender in token of his/their having acquainted himself /themselves with the general conditions of contract. General specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed will be liable to be rejected.

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.

1.15.1 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.

1.15.2 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.

1.15.3 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.

1.16 Deadline for Submission of Bid

1.16.1 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.

- 1.16.2 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.
- 1.17 Late Bids
- 1.17.1 Any bid received by Centre after the deadline for submission of bids prescribed will be rejected.
- 1.17.2 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.
- 1.17.3 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.
- 1.17.4 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 Preliminary Examination of bids

1.18 Opening of Bids

1.18.1 Centre will open bid in the presence of Bidder's authorized representatives who choose to attend, as per the schedule given in Tender Notice. The Bidders' representatives who are present shall sign the bids opening sheet evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for Centre, the Bids shall be opened at the appointed time and location on the next working day.

1.18.2 a) Bid that are received late shall not be considered further for evaluation, irrespective of the circumstances.

b) Bidders interested in participating for bid opening, should depute their representatives along with an authority letter to be submitted to the Centre at the time of bid opening.

c) Only one representative of each bidder will be permitted during opening of bids and they must comply with the safety measures for **Covid-19 followed by the Centre.**

1.19 Confidentiality

1.19.1 Information relating to the examination, evaluation, comparison, and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until publication of the Contract Award.

1.19.2 Any effort by a Bidder to influence Centre in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of their Bid.

1.20 Clarification of Bid

1.20.1 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.

1.21 Preliminary Examination

1.21.1 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.

1.21.2 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.

1.22 *Responsiveness of Bids*

1.22.1 Prior to the detailed evaluation, Centre will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

- (a) Affects in any substantial way the scope, quality, or performance of Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, Centre’s rights or the Bidder’s obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

1.22.2 Centre’s determination of a bid’s responsiveness will be based on the contents of the bid itself.

1.22.3 If a bid is not substantially responsive, it will be rejected by Centre and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.23 *Non-Conformity, Error and Omission*

1.23.1 Provided that a bid is substantially responsive, Centre may waive any nonconformity or omissions in the bid that do not constitute a material deviation.

1.23.2 Provided that a bid is substantially responsive, Centre may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformity or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of their bid.

F- Award of Contract

- 1.24 *Centre's right to vary the Quantities at the time of Award*
- 1.24.1 Centre reserves the right to decrease or increase the quantity originally specified in the Schedule of Requirements in which case Centre may ask for confirmation of rates in a sealed envelope on or before the due date fixed.
- 1.25 *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.*
- 1.25.1 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.
- 1.26 *Notification of Award*
- 1.26.1 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.
- 1.26.2 Until a formal order is prepared and sent, the notification of award constitutes a binding contract.

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC)

Table of Contents	
Sl. No.	Contents
1	Amalgamation /Acquisition
2	Application
3	Change Orders and Contract Amendments
4	Assignment
5	Discrepancies and Order Preference.
6	Governing Language
7	Applicable Law/Jurisdiction
8	Notices
9	Lien in respect of claims in other contract
10	With-holding and lien in respect of sums claimed
11	Provision of Cancellation
12	Settlement of Disputes

- 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.
- 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 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.
- 2.6 Governing Language
- 2.6.1 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.

2.7 Applicable Law/Jurisdiction

2.7.1 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.

2.8 Notices

2.8.1 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.

2.8.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.9 Lien in respect of claims in other contract

2.9.1 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.

2.9.2 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.

2.10 With-holding and lien in respect of sums claimed

2.10.1 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.

2.10.2 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.

2.11 Provision for Cancellation / Termination of Contract :

The Centre reserves the right to cancel / terminate the contract without assigning any reason by giving written notice of 30 days to the contractor. Similarly, if the contractor

wishes to withdraw his services he may do so by giving 30 days notice in writing. Extension of the contract may be considered with mutual agreement depending on the need of the Centre and based on the past performance of the contractor.

2.11 *Settlement of Disputes*

- 2.11.1 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.
- 2.11.2 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.
- 2.11.3 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.
- 2.11.4 The venue of the arbitration shall be the place at Pune.

CHAPTER - 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

Table of Contents	
Sl. No.	Contents
1	Terms of Tender Evaluation committee
2	Bid Security Declaration
3	Performance Guarantee
4	Duration of Contract
5	Income Tax
6	GST
7	Payment terms
8	Safety and Security
9	Place where services will have to be provided.
10	Applicable Law
11	Contact Person

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 Bids will be evaluated by a Tender Committee.

Bidder should have executed similar works of Providing Bus on hire of value stated below **seven years** prior to 31.03.2021 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 and completion certificates to be submitted evidencing the above without fail.

3.2 Terms of the Tender Evaluation Committee (TEC)

- 3.2.1 On the due date the bids will be opened and bids meeting the eligibility criteria only be referred to a tender evaluation Committee.
- 3.2.2 All bids will be evaluated with reference to the tendered specifications, performance of similar works carried out elsewhere by the bidder.
- 3.2.3 A committee will go through all the aspects of the tender, may visit bidder **premises in Pune** and short list such firms whose bids are found technically acceptable.
- 3.2.4 Centre representatives will proceed through a detailed evaluation of the bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, Centre will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.
- 3.2.5 During the evaluation, the Centre can ask for relevant documents from the bidder necessary for evaluation.
- 3.2.6 After the evaluation is completed and approved, Centre shall inform the bidders whose bids have been rejected with the reasons for rejection.

The Committee will examine all the technical aspects of the bids received. Further, the Committee may seek additional information/feedback from other organizations where the bidder has carried out similar works.

3.2.7 The recommendation/decisions of the Technical Evaluation by Centre is final and binding on all the bidders.

3.3 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**.

Bid Security Declaration as per Annexure enclosed should be submitted on the company letter head duly signed by officer authorized to submit the bid.

3.4 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.

3.4.1 Quantum of Performance Guarantee

3% of the total order value including all taxes, duties etc.

Successful bidder, shall deposit an amount equal to **3%** of the value of the work including taxes as Performance Guarantee within **21 days** of award of work, valid till completion of work plus Two months for proper fulfillment of the Contract.

In case Performance Guarantee is not submitted within **21 days an 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**.

3.4.2 Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft in favour of TIFR, Pune OR Fixed Deposit Receipt (FDR) pledged in favour of TIFR, Pune OR Bank Guarantee (BG) in favour of Centre Director, NCRA-TIFR, Pune as per the prescribed format. 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.

3.4.3 Refund of Performance Guarantee

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

3.4.4 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.

Bank Guarantee / Fixed Deposit Receipt obtained towards Performance Guarantee will be invoked when there is a specific breach on the part of the Contractor.

3.5. **PERIOD OF CONTRACT :**

One year initially.

Extension of the contract for **2 more years** (one year at a time) may be considered with mutual agreement depending on the need of the centre and based on the past performance of the contractor, but without any financial change in the overall payments except hike/decrease in rate of fuel.

3.6 **Income Tax**

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

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

3.8 **Payment :-**

3.8.1 The payment will be made as under:-

(a) *Payment will be made on monthly basis for services provided in the previous months, as a reimbursement.*

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

(c) *Contractor shall submit all your bills with all necessary documents to*
Administrative Officer,

**National Centre for Radio Astrophysics (NCRA),
Tata Institute of Fundamental Research (TIFR),
Savitribai Phule Pune University Campus,
Ganeshikhind, Pune 411007**

(d) Payment will be made by the Centre by NEFT/RTGS after deduction of

(i) GST TDS if applicable.

(ii) Income tax as applicable and

(iii) any other dues.

3.9 **Indemnity Bond**

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

3.10 **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 **at Contractor's own cost** valid for the full contract period for all the persons he deploy for this work (*if order is placed*).

Copies of the RTO related documents and Comprehensive Insurance policy to be submitted directly to **Shri D.V. Pawar / Shri Vinod K. Verma** before commencing the work.

The contractor should also promptly report in writing to us all cases of accidents and damage. 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.

Contractor must also ensure to submit Workmen Compensation Policy before starting the contract.

3.11 The place where services will have to be provided:

**National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Savitribai Phule Pune University Campus, Ganeshkhind,
Pune - 411007, Maharashtra, India**

3.12 Applicable Law and Jurisdiction of Court

3.12.1 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.

3.13 Contact Person :

For co-ordination of work kindly contact Shri D.V. Pawar at National Centre for Radio Astrophysics, Tata Institute of Fundamental Research, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007.

Fortnightly basis the contractor should meet Administrative Officer and Head (A&F) NCRA for updates and discussion on important matters.

Phone : +91 020-25719000 / 020 25719111

Email – dvpawar@ncra.tifr.res.in, vinod.verma@ncra.tifr.res.in

CHAPTER – 4

Scope of Work – Other standard Definitions

Table of Contents	
Sl. No.	Contents
1	Scope of work, Technical specification.
2	Compliance Statement

CHAPTER – 4

SCOPE OF WORK – Technical Specifications

4.1. GENERAL TERMS AND CONDITIONS

Vehicle specifications for providing a ~ 42 seater bus – 1 No. as detailed below:

Technical Specifications for the Bus with air suspensions - Non-AC

A. Engine and vehicle specifications

Sr. No.	Bus Characteristics	Specifications
1	RTO registration	Not earlier than 1st July 2018 or new
2	No. of seats	~ 42 seater
3	Engine capacity	150 HP or higher @ 2000-2500 rpm speed
4	Suspension	Air suspension for both front and rear wheels with anti-roll bars
5	Type of bus	As per ARAI's AIS-052 - Type II – NDX category intercity bus
6	Emission norms	BS-VI or the current norms in RTO Pune Jurisdiction.
7	Overall length	10.5 m minimum
8	Wheel base	5500 mm minimum
9	Entry Door	Electro /Hydraulic /Pneumatic swing in
10	Bus Chassis /body/seating arrangement	Must be compliant to ARAI's AIS-052 Code of Practice for Bus Body Design and Approval for Type -II - NDX category intercity bus
11	Driver Cabin	Design as per ARAI's AIS-052 specifications with hinged entry door and sliding window
12	Safety features	Fire extinguishers - 2 nos. , warning triangle, emergency hammers -2 nos. , Fog lighting, emergency exit door etc
13	Indicators	Parking and direction indicators as per CMVR / RTO-Maharashtra rules
14	Interior noise	ARAI's AIS-022 compliant
15	First aid box	As per CMVR/RTO-Maharashtra rules- minimum 2 no

B. Seating arrangements and other accessories

Sr No.	Characteristics	Specifications
1	Seating layout	2 x 2
2	Gangway	450 mm minimum
3	Type of seats	Bucket Seat Ergonomically contoured Deluxe Seats - Reclining / Fixed- With well contoured Back rest to support Head and Neck compliant with ARAI's AIS-023 standard and as per AIS-052 Type-II- NDX category bus with <ul style="list-style-type: none">• Retractable armrest pad• Footrest for leg comfort• Seat angle 12° for fixed seats , 25° ± 2° for reclining seats
4	Seat accessories	Magazine Pouch, Bottle Holder, Grab Handle, Coat Hanger, Head rest flap
5	Seat Pitch (distance between two rows)	680 mm to 810 mm
6	Width of seats	450 mm X 450 mm
7	Leg space	280 mm minimum- between two Row
8	Windows	Sliding window panes with minimum 450 mm clear vision zone and curtains, window glasses must be tinted with RTO approved Sun-films
9	Fans and calling bell	12 W fans for every row
10	Reading lights	For every seat

4.2. **TIMELINE FOR PROVIDING VEHICLE :**

- 4.2.1 Vehicle will have to be provided from Monday to Friday or other days. However, if vehicle is required on other day(s), the contractor will be informed in advance and accordingly vehicle to be provided on same rate as agreed for Monday-Friday.
- 4.2.2 The vehicle will have to leave NCRA, Pune Campus at 7 am (sharp) and reach GMRT by around 8.45am subject to traffic condition. The return trip from GMRT will start at 5.35 pm (sharp) to reach NCRA, Pune Campus around 7.45 pm subject to traffic condition. Vehicle should be available at the starting point at least **30 minutes before the departure** from NCRA, Pune for the passengers boarding.
- 4.2.3 The contractor shall ensure that vehicle has sufficient fuel, lubricating oil etc. before it starts from both ends.
- 4.2.4 The Driver alongwith vehicle shall remain available all the time as mentioned in 5.3.1 and shall not leave the place of duty without prior permission of the Administrative Officer of the NCRA, Pune / GMRT Khodad as applicable.

4.3 **DOCUMENTATION OF THE VEHICLE:**

- 4.3.1 Vehicles provided to the Centre should bear valid Registration Numbers and the Driver deployed with the vehicle shall have a valid commercial HMV Driving License/Batch License.
- 4.3.2 The vehicle should conform to the Pollution norms prescribed, if any, by the Transport Department of Government of Maharashtra.
- 4.3.3 Vehicle provided under this contract must be a **July 2018** or later model and valid documents like current RTO tax paid, Permit, Valid comprehensive insurance policy, First-Aid box, Fire extinguisher in the vehicle during the entire contract period.
- 4.4.4 Operation and function of vehicles and Drivers shall be governed by Motor Vehicles Act/Motor Vehicles Rules and Maharashtra Motor Vehicles Rules and these shall be the responsibility of the contractor.
- 4.4.5 Any person who is in Government service or an employee of this Centre should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- 4.5 **INDEMNITY BOND: If order is placed**, the contractor shall indemnify the Centre against all other damages/charges for which the Centre may be held liable or pay on account of the negligence of the contractor or his staff or any person under his control whether in respect of accident/injury to the person or damages to the property of any member of the public or any person or in executing the work or otherwise and against all claims and demand thereof. The Centre shall not be responsible financially or otherwise for any injury to the driver or any person deployed by the contractor during the course of performing the duties. Indemnity bond as per our format to be submitted by the contractor.
- 4.6 **RTO Taxes :** It is the responsibility of the provider. Also charges for permit to be borne by the Service Provider.
- 4.6.1 Copies of the RTO related documents and comprehensive insurance policy to be submitted before commencing of the work.

4.7 MAINTENANCE OF THE VEHICLE :

- 4.7.1 The contractor shall be responsible for total maintenance of the vehicles provided by him. Periodic maintenance, servicing without affecting scheduled is required.
- 4.7.2 The vehicle provided by the contractor should be neat and clean on all days from inside as well as outside. The vehicle should have lights, windows, wipers, curtains, fans and other fixtures in proper working condition.
- 4.7.3 In case of breakdown of the vehicle, the contractor shall provide a vehicle with same capacity & same model as alternate vehicle within an hour after getting the intimation of such a breakdown failing which the Centre has the right to hire vehicle from any other source at the expense of the contractor.
- 4.7.4 The bus will be inspected by a Committee :-
 - a. Before its deployment
 - b. Every after 2-3 months for its fitness and other provisions.
 - c. Daily by NCRA Security / Administration for checking the Hygienic cleaning status.

4.8 DRIVERS

- 4.8.1 Any person who is in Government service or an employee of this Centre should not be made partners to the contract by the contractor directly or indirectly in any manner whatsoever.
- 4.8.2 The contractor shall not employ any person under the age of eighteen years on the vehicle so deployed. The contractor shall comply with all the statutory provisions in force from time to time at his own cost. In case of violation of any such statutory provisions under Labour Laws or any other law applicable by the Contractor, there will not be any liability on the Centre.
- 4.8.3 The contractor's driver must have a minimum cash of **Rs. 2,000/-** to meet any unforeseen expenditure on tyre puncture, breakdown of vehicle, filling of fuel etc.
- 4.8.4 The contractor shall provide names, addresses of the drivers along with their driving license number and copies within one week of the award of the contract whom they will be deputing.
- 4.9.5 In case the Centre, has any specific objection/complaint regarding a particular driver, he will have to be replaced by the contractor within 24 hours.
- 5.6.5 Driver shall park your vehicle in the space identified by us for parking the vehicle both at NCRA Campus, Pune and at GMRT, Khodad.
- 4.6.6 Centre may consider providing accommodation for sleeping during night for your driver, at NCRA, Pune Campus OR GMRT Khodad, if necessary.

4.7 PAYMENT

- 4.7.1 Meter reading of the vehicle will be recorded every day at the time of departure & arrival at NCRA, Pune. Payment for services will be based on the starting km. recorded at NCRA in the morning and closing km in the evening on return to NCRA.

An additional distance of 10 km. per week will be allowed for taking the vehicle to your garage for weekly maintenance. Toll charges paid enroute will be reimbursed at actual based on documentary evidence on monthly basis along with your payment.

- 4.7.2 In case of increase / decrease in the cost of diesel/CNG by Government beyond **Rs. 2/litre**, same will be paid at the rate derived from the formula given below :-

$$\frac{[\text{Increased / decreased diesel price per litre} - (\text{less}) \text{ Diesel price per litre prior to Increase/decrease}]}{X} \\ [\text{Actual kilometers consumed during the month} \div 3.5 \text{ KMPL}^* \text{ for 40 or 42 seater}]$$

**This is for Diesel Vehicle. In case of CNG, KMPL should be given by the vendor.*

- 4.7.3 The contractor while raising the bill should clearly mention that the current rate for diesel is considered for arriving at the rate/km. quoted.

4.8 **PENALTY CLAUSE :**

- 4.8.1 If the Driver alongwith vehicle does not reaches NCRA, Pune in time (i.e. 0630 hrs), as intimated to you by us, it will be sent back and the charges incurred for hiring another vehicle by us will be recovered from the Contractor's bill. In addition, penalty for not providing vehicle in time **shall be charges @ 10% of cost of hiring of the vehicle on that particular day (s).**

The security at NCRA will check the vehicle daily for its hygienic and cleaning status. If vehicle is found uncleaned (inside/outside), **Rs. 500/- fine** may be charged and the same will be deducted from the monthly bill.

4.9 **GENERAL :**

- 4.9.1 The Centre will be under no legal obligation to provide employment to any of the personnel of the contractor after expiry of agreement period and the Centre recognizes no employer-employee relationship between the Centre and the personnel deployed by the contractor/agency.

4.10 **APPLICABLE LAW**

The contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to Pune jurisdiction.

COMPLIANCE STATEMENT TO BE SUBMITTED**A. Engine and vehicle specifications**

Sr. No.	Bus Characteristics	Specifications	Yes	No
1	RTO registration	Not earlier than 1st July 2018 or new		
2	No. of seats	~ 42 seater		
3	Engine capacity	150 HP or higher @ 2000-2500 rpm speed		
4	Suspension	Air suspension for both front and rear wheels with anti-roll bars		
5	Type of bus	As per ARAI's AIS-052 - Type II – NDX category intercity bus		
6	Emission norms	BS-VI or the current norms in RTO Pune Jurisdiction.		
7	Overall length	10.5 m minimum		
8	Wheel base	5500 mm minimum		
9	Entry Door	Electro /Hydraulic /Pneumatic swing in		
10	Bus Chassis /body/seating arrangement	Must be compliant to ARAI's AIS-052 Code of Practice for Bus Body Design and Approval for Type -II - NDX category intercity bus		
11	Driver Cabin	Design as per ARAI's AIS-052 specifications with hinged entry door and sliding window		
12	Safety features	Fire extinguishers - 2 nos. , warning triangle, emergency hammers -2 nos. , Fog lighting, emergency exit door etc		
13	Indicators	Parking and direction indicators as per CMVR / RTO-Maharashtra rules		
14	Interior noise	ARAI's AIS-022 compliant		
15	First aid box	As per CMVR/RTO-Maharashtra rules- minimum 2 no		

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

COMPLIANCE STATEMENT TO BE SUBMITTED**B. Seating arrangements and other accessories**

Sr No.	Characteristics	Specifications		
1	Seating layout	2 x 2		
2	Gangway	450 mm minimum		
3	Type of seats	Bucket Seat Ergonomically contoured Deluxe Seats - Reclining / Fixed- With well contoured Back rest to support Head and Neck compliant with ARAI's AIS-023 standard and as per AIS-052 Type-II- NDX category bus with <ul style="list-style-type: none"> • Retractable armrest pad • Footrest for leg comfort • Seat angle 12° for fixed seats , 25° ± 2° for reclining seats 		
4	Seat accessories	Magazine Pouch, Bottle Holder, Grab Handle, Coat Hanger, Head rest flap		
5	Seat Pitch (distance between two rows)	680 mm to 810 mm		
6	Width of seats	450 mm X 450 mm		
7	Leg space	280 mm minimum- between two Row		
8	Windows	Sliding window panes with minimum 450 mm clear vision zone and curtains, window glasses must be tinted with RTO approved Sun-films		
9	Fans and calling bell	12 W fans for every row		
10	Reading lights	For every seat		

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

CHAPTER - 5

Specimen of Various Forms

	Table of Contents
Sl. No.	Contents
1	Company Profile – Form A
2	Eligibility Criteria – Form B
3	Schedule of Experience - Form C – 1 Schedule of Experience showing works on hand – Form C-2
4	Bid Form - Form D
5	Details of GST - Form E
6	Bid Security Declaration Form F
7	Format for power of attorney for signing the bid – Form G
8	Format of Amalgamation/Acquisition - Form H
9	Format of CA certificate / Financial Strength – Form I
10	Undertaking for Acceptance of terms and conditions – Form J
11	Format of Bank Guarantee for Performance Guarantee * – Form K
12	Format of Indemnity Bond* – Form L

**** 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	
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

Page 1 of 1

ELIGIBILITY CRITERIA

Sr.No.	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.				
1	Bidder must be in the business and have full-fledged office in Pune in working condition. Document to this effect to be submitted in techno-commercial bid.					
2	Bid must be valid for a minimum period of 180 (One Hundred Eighty Days) from the due date for submission of bid.					
3	Bidder must submit Chartered Accountant’s Certificate showing their turnover and Net worth for the past Financial 5 years i.e. 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				
4	No Deviation from General Conditions of tenders viz. Performance Guarantee, Payment terms etc. will be accepted.					
5	Successful bidder must be able to submit :- (i) Performance Guarantee of 3% of the total order value including all taxes, duties etc. and Indemnity Bond as specified in the tender document, within 15 days after receipt of our order. (ii) Comprehensive Insurance Policy for the vehicle and (iii) Indemnity Bond as specified in the tender document.					

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 :

Company Seal :

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 completio n 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

Annexure: “C-2”

SCHEDULE OF EXPERIENCE SHOWING WORKS ON HAND

Customers (full Address)	Order No. and date	Work and location	Value of order (Rs.)	Date for complet ion of work as per contract	Date of actual comple tion of work	Remarks indicating reasons for late completion of work	Has the Contract 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	% of work completed as on 31.03.2018

Signature of the Bidder

Name & Designation

Company Seal

Date:

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 **180 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. :

(b) Bid Valid Till :

(c) Your PAN 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 FOR POWER OF ATTORNEY FOR SIGNING the bid

(On Non-Judicial Stamp Paper of appropriate value)

Know all men by these presents, We.....(Name of the Bidder and address of their registered office) do hereby constitute, appoint and authorize Mr.

/ Ms.(Name and residential address of Power of Attorney holder) who is presently employed with us and holding the position ofas our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our bid for the Design, Supply, Installation, Testing and Commissioning of 120-150 KWp Grid Interactive SPV Based Solar Power System in synchronism with mains as well as DG set for Office building NCRA , NCRA PUNE including signing and submission of all documents and providing information / responses to NCRA, representing us in all matters before NCRA, and generally dealing with NCRA in all matters in connection with our proposal for the said Project.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Note:

Power of Attorney should be properly stamped and

notarized Power of Attorney furnished shall be

irrevocable.

Signature/(s) of the Bidder

Name/(s)

Stamp/Seal of the Bidder

NB: This guarantee will require stamp duty as applicable in the state, where it is executed and shall be signed by the official whose signature and authority shall be verified).

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 **Providing a Non AC ~ 42 seater bus with driver for running between NCRA, Savitribai Phule Pune University Campus, Ganeshkhind, Pune to GMRT office, Khodad (about 100 Kms. from Pune), Near Narayangaon, Tal. Junnar, Dist. Pune and back**, as per the above mentioned Order.

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

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

(ON CA's Letter Head)

1. 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 :

UNDERTAKING

1. We have studied the complete tender document and accept all the terms and conditions.
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-1 and Form C-2** 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 :

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. :

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

CHAPTER – 6

Price Bid (Part II of tender document) (To be submitted in a separate sealed envelope)

Page 1 of 1

1.

Hire Charges for Non AC Bus AIS-052 Type II : 42 Seater	Rate / Km. (Rs.)
NDX	

2 Extra kms : @Rs. _____/- per km.

3 Rate of Diesel as on _____ Rs. _____ / per ltr.

NOTE : I. Approximately 176 kms per day will be the total distance to be covered. The assumed total monthly run is 3872 kms.
II. Toll Charges at actuals will be reimbursed on submission of valid receipts along with your monthly bill.

Date :

Signature of Bidder :

Name :

Place :

Designation :

Company Seal