

TENDER NOTICE NO. 12 / 2022-2023

Public Tender No. : NCRA:WF121:PUB455:2022

The National Centre for Radio Astrophysics (NCRA) of the Tata Institute of Fundamental Research (TIFR), an Institution under the administrative control of Department of Atomic Energy, Govt. of India, is located in the University of Pune campus, Pune and is engaged in research in the field of radio astrophysics. NCRA has built the Giant Metrewave Radio Telescope (GMRT) at Khodad near Narayangaon, Taluka Junnar, Dist. Pune. GMRT has an Office Building, Canteen, Workshop, Hostel, Guest House, Garden Lawns / Central Square etc. including 30 Antenna Shells, which are located in and around village Khodad and the housing colony premises in Narayangaon.

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 Declaration towards EMD
Providing workers for Garden maintenance and development work at various sites of GMRT, Khodad and GMRT Housing Colony Narayangaon, Tal. Junnar, Dist. Pune, Maharashtra, India.	Bid Security Declaration as per our format (Form F) to be submitted on company's letter head.
Estimated Cost: ~ Rs. 35 Lakhs. (including of GST) per year. Type of Tender : TWO BID	Tender Fee : Rs. 590/- (including of GST). (Rupees Five Hundred Ninety Only by way of Demand Draft in favour of "TIFR" payable at Pune).

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 Tender	From : 03.01.2023, 09.30 hrs. To : 23.01.2023, upto 18.00 hrs.
Due date for Submission of bid	30.01.2023 upto 18.00 hrs.
Opening of Techno Commercial Bid (Part I). (If sufficient bids are received).	On : 01.02.2023 at 14.30 hrs.

2. **Eligibility Criteria:** Bidder must meet the eligibility criteria specified below and must submit documents in support of the same.

- a. Bidder must have full-fledged office in Pune (and/or Junnar, Ambegaon Taluka), documents evidencing the same must be submitted.
- b. Bidder must visit the site **to know exact scope of work and to see site conditions etc.** and they must be fully confident of carrying out the work tendered, site conditions etc. and submit certificate of visit as per **Form 'I'** with their technical bid.
- c. Bid must be valid for a minimum period of **120 (One Hundred Twenty Days)** from the due date for submission of bid.
- d. Bids with deviations in General Conditions will not be considered.
- e. Bidder must have an average turnover of **30%** of estimated cost (**Rs. 10.50 Lacs**) during the immediate **last three** consecutive financial year ending **March 21**.
- f. Bidder must have been providing manpower for similar services in Pune District for past three year between 01.10.2018 to 30.10.2021.

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

- g. Bidder must submit Chartered Accountant's Certificate showing their turnover and 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.
- h. Bidder must be able to make payment as per our Schedule in **Chapter 4**.
- i. Bidders must have valid Shop Act License, Company Act Registration, Valid GST registration Number, Valid Employees Provident Fund (EPF) registration, ESI Registration No., Contract Labour License (if applicable) and other registration which are mandatory for any Labour Contract as on date of bidding.
- j. Successful bidder must be able to submit :-
Performance Guarantee of 3% (Rs. 1,05,000/-) or as applicable as per Govt. Notification from time to time of total order value including all taxes, duties etc. within **21 days** after receipt of our order.
- k. Bidders who have not accepted our order awarded to them or who have withdrawn from the tender process OR whose **Bid Security / 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, Savitribai Phule Pune University Campus, Ganeshkhind, Pune-411007, India.

I. Envelope 1 -

- (i) Company Profile.
- (ii) Bid Form.
- (iii) Details of GST.
- (iv) 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 be opened in the presence of Bidders' representatives who choose to attend on the specified date and time alongwith authority letter from their company. 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 bidders who qualify technical evaluations. **However, price bids of value (Service Charges) Rs. 0.999 or less will be rejected.**
- e. Bids must be accompanied by **Bid Security Declaration towards Earnest Money Deposit** 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.

4. MSE :

As per Public Procurement Policy (PPP) for Micro and Small Enterprises (MSEs) Order, 2012 issued vide Gazette Notification dated 23.03.2012 by Ministry of Micro, Small and Medium Enterprises of Govt. of India, MSEs must in order to avail the Tender fee exemption must have valid UDYAM registration as on due date for submission of bid.

The MSEs who have applied for registration or renewal of registration with any of the agencies / bodies, but have **not obtained the valid certificate** as on close date of the tender, are **not eligible for exemption / preference**.

PURCHASE OFFICER



NATIONAL CENTRE FOR RADIO ASTROPHYSICS
Tata Institute of Fundamental Research
Pune

Public Tender No.

NCRA:WF121:PUB455:2022

Providing workers for Garden maintenance and development work at various sites of GMRT, Khodad and GMRT Housing Colony Narayangaon, Tal. Junnar, Dist. Pune, Maharashtra, India.

CHECK LIST

To be enclosed with Bid

Page 1 of 1

Sr. No.	Particulars	Provide Details	Enclosed
1	Demand Draft towards Tender Fee enclosed	D.D.No. Dtd.....	Yes / No
2	Bidder must have full-fledged office in Pune (and/or Junnar, Ambegaon Taluka), documents evidencing the same must be submitted.		Yes / No
3	Copies of partnership registration.		Yes / No
4	Copies of Shop & establishment registration & or Certificate of incorporation enclosed.		Yes / No
5	Company Profile enclosed – as per Form A		Yes / No
6	Eligibility Criteria Statement duly filled in by bidder enclosed as per Form B		Yes / No
7	Form C showing details of works completed in the past 5 years together with copies of orders submitted.		Yes / No
8	Bid Form enclosed – Form D		Yes / No
9	Details of GST enclosed Form E		Yes / No
10	Whether Bid Security declaration as per format submitted Form F		Yes / No
11	Amalgamation/Acquisition – Form G		Yes / No
12	CA Certificate indicating Turnover and Net Worth enclosed as per Form H		Yes / No
13	Certificate of Site Visit – Form I		Yes / No
14	Undertaking for Acceptance of Terms and Conditions as per Form J 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 – Chapter 6 (Part II - Schedule showing the service Charges) 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 - Opening and Evaluation of Bids

1.1 Opening of Bids

- 1.1.1 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.
- 1.1.2 a) Bids 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.**

1.2 Confidentiality

- 1.2.1 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.
- 1.2.2 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.

1.3 Clarification of Bid

- 1.3.1 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.

1.4 Preliminary Examination

- 1.4.1 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.
- 1.4.2 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.

1.5 Examination of Terms & Conditions, Technical Evaluation

- 1.5.1 Centre shall examine the Bid to confirm that all terms and conditions specified in the bid document have been accepted by the Bidder without any material deviation or reservation.
- 1.5.2 Centre shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.6 Evaluation and comparison of bids

- 1.6.1 Centre shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.6.2 To evaluate a Bid, Centre shall only use all the factors, methodologies and criteria defined in the bid documents.

B- Award of Contract

- 1.7 Centre's right to vary the Quantities at the time of Award
- 1.7.1 Centre reserves the right to decrease or increase the number of manpower 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.
- 1.8 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.
- 1.8.1 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.
- 1.9 Notification of Award
- 1.9.1 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.
- 1.9.2 Until a formal order is prepared and sent, the notification of award constitutes a binding contract.
- 1.10 Order Acceptance
- 1.10.1 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.
- 1.10.2 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.
- 1.10.3 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 of one year.
- 1.11 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.
- 1.12 **If the service charges quoted is same by different bidders then Centre reserves the right to place order on bidder having the highest turnover or to split the order on more than one bidder as deemed fit and if felt necessary.**

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 contractor 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 provide 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 actions:

- a) Forfeiting Performance Guarantee.
- b) Centre may procure, upon such terms and in such manner as it deems appropriate, services similar to those undelivered, and the contractor 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 i.e. Pune Jurisdiction only.
- 2.12.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.13 Cancellation of Contract.

The Centre reserves the right to cancel the contract any time by giving **one month's** written notice. Similarly, if the Contractor wishes to withdraw his services he may do so by giving **one month's** 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.

2.14 Lien in respect of claims in other contract

- 2.14.1 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.
- 2.14.2 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.

2.15 With-holding and lien in respect of sums claimed

- 2.15.1 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.

- 2.15.2 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.
- 2.16 *Settlement of Disputes*
- 2.16.1 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.
- 2.16.2 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.
- 2.16.3 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 March 2021 and 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.
- 2.16.4 The venue of the arbitration shall be the place at Pune.
- 2.17 **ASSIGNING & SUBLETTING:** Assignment or subletting of this contract is strictly prohibited and will result in termination of the contract.

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 **Bids will be evaluated by a Tender Committee.**

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, assigned to them.

3.4.1 Quantum of Performance Guarantee

Performance Guarantee of 3% (Rs. 1,05,000/-) or as applicable as per Govt. Notification from time to time of 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 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 Income Tax

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

3.6 **GST : As applicable, will be paid Extra.
GST TDS will be deducted, as per Government Notification, if applicable.**

3.7 **Duration of Contract:**

Initially **One Year** from the date of issue of work order.

Contract may be extended with mutual agreement for a further period of **two years** one year at a time, if services provided is found satisfactory and there is no change in conditions of contract including Service Charges.

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,*

**Giant Metrewave Radio Telescope (GMRT)
National Centre for Radio Astrophysics (NCRA),
Tata Institute of Fundamental Research (TIFR),
At. Post. Khodad, Tal. Junnar, Dist. Pune 410504.**

(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 (a) The Centre is:

**National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Savitribai Phule 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 services will be provided:

(A) **Giant Metrewave Radio Telescope (GMRT) Observatory, Office,
National Centre for Radio Astrophysics (NCRA),
Tata Institute of Fundamental Research (TIFR),
At. Post. Khodad, Tal. Junnar, Dist. Pune 410504.**

(B) **GMRT Housing Colony,
Narayangaon, Tal. Junnar, Dist. Pune 410504.**

(C) **GMRT Antennas Shells in and around GMRT.**

Contact Person :

For co-ordination of work kindly contact Shri Shri A.B. Jondhale, Administrative Officer / Shri R.Y. Naik at Giant Metrewave Radio Telescope (GMRT) / National Centre for Radio Astrophysics (NCRA) / Tata Institute of Fundamental Research (TIFR), At. Post. Khodad, Tal. Junnar, Dist. Pune 410504.

Phone : +91 02132-258400-300

Eail – jondhale@gmrt.ncra.tifr.res.in, rynaik@gmrt.ncra.tifr.res.in

3.11 Applicable Law and Jurisdiction of Court

- 3.11.1 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.

CHAPTER - 4

Scope of Work – Other standard Definitions

Table of Contents	
Sl. No.	Contents
1	Definition of Terms
2	Scope of work
3	Deployment of Manpower
4	Payment Terms and Procedure
5	Schedule of Wages

Chapter 4

Scope of Work – Other standard Definitions

DEFINITION OF TERMS

Page 1 of 1

1. 'Centre' means Giant Metrewave Radio Telescope (GMRT) site office situated at Khodad, near Narayangaon (80 kms. Away from Pune), Taluka Junnar, Dist. Pune.
2. 'Contractor' means the company or firm or party or a person, on whom the contract/order is placed to **Providing workers for Garden maintenance and development work at various sites of GMRT, Khodad and GMRT Housing Colony Narayangaon, Tal. Junnar, Dist. Pune, Maharashtra, India** are along with allied duties and shall be deemed to include his successors, heirs, executors, administrators and authorised assignees as the case may be.
3. 'Centre Director' means the Centre Director, NCRA/GMRT who will be the overall in-charge of all activities of the Centre and whose decisions in all administrative and other matters related to maintenance will be final and binding on all concerned parties under this contract.
4. 'Work order' means a written order, conveying acceptance of tender/offer of the party containing general and special conditions of the order. Also includes a letter, fax email conveying acceptance of tender of the party with specified (or necessarily implied) conditions to be followed by a written order / an agreement, and includes further any amendment to the order on the basis of mutual agreement of the parties.
5. Month shall mean the calendar month.
6. 'Person' shall include a firm/s companies, association of persons on other bodies, whether incorporated or not.
7. 'Parties' to the order' means the contractor and the Centre.
8. 'Other authorised officer / officials or designated officials of GMRT/NCRA/TIFR' means duly authorised official or officials, who will give instructions (in the absence of Administrative Officer) to the contractor's authorised representative, for performing his duties as Contractor as per 2 above.

Chapter 4

SCOPE OF WORK

Page 1 of 1

Providing workers for Garden maintenance and development work at various sites of GMRT, Khodad

Total Manpower Required: Unskilled = 11 nos. Skilled = 1 nos (supervisor)
Total = 12 nos.

1. Day to day maintenance of the garden by regular watering, de-weeding etc. to be done. Insecticides / pesticides are to be used appropriately whenever required. All the pruning, trimming and mowing to be carried out at regular intervals. Judicious and proper use of manures, fertilizers etc. to be made to ensure the healthy growth of the plants.
2. A nursery is to be developed at site and maintained properly to provide regular supply of planting material. Besides regular maintenance work, new development of garden to be carried out from time to time. Additional casual labour can be hired only with the prior approval of Centre Director for any new development work. Apart from the above, the Contractors staff would be required to load/unload, shift material furniture equipments during the working hours whenever required.
3. The approximate area of work where the maintenance is to be done will be as under :

a.	Lawns (With Sprinkler system)	3000 Sq.M
b.	Shrubbery, Flowerbeds, hedges, etc.	1000 Sq.M.
c.	Nursery Area (including about 200 Ornamental plants in clay pots)	100 Sq.M
d.	Trees (about 150)	3000 Sq.M
4. The garden maintenance services are required to be provided on all days of the week. The working hours shall be 8 hours per day exclusive of lunch / tea break of 60 minutes. The timings shall be as determined by the Centre.
5. The contractor shall be permitted to stock / store the items required for the purpose of carrying out the work, in a place specifically allotted by the Centre.
6. This Store shall be under the contractor's custody. Items removed from this Store for day-to-day use shall not be left behind or scattered in the area of the Centre after the work is over. There should not be any claim for loss, damage etc. of any item or material. On termination or discontinuation of the work, the contractor will have to vacate the place allotted to stock/store his materials and hand over the vacant possession to the authorised official of the Centre forthwith in good condition and withdraw his workers from the Institute premises.
7. The Contractor or his Supervisor himself shall report to our Administrative Officer / staff deputed by him in the Centre to receive instructions on the Security / other works to be carried out in the GMRT, Khodad office, Central Square and various Antenna shells and submit a work report daily.

Chapter 4

MANPOWER

Page 1 of 2

- 1 The Contractor's staff should be well trained, disciplined and experienced and dressed in uniform to be approved by NCRA/GMRT. Replacement in case of absence due to leave, sickness, transfer etc. will be the responsibility of the contractor.
- 2 Staff provided at premises of GMRT, Khodad for all purposes shall be the employees of the Contractor under his exclusive control and supervision and shall be dealt with accordingly subject to the following conditions :-
 - i. The Contractor shall be responsible for selecting the personnel for the work. In case, GMRT, Khodad has any specific objection to posting a particular person for performing duties at its premises, such person will have to be replaced by the contractor within 24 hours.
 - ii. The Contractor shall be at the liberty to transfer / remove any of his workers for the reasons he feels fit but prior arrangements for replacement and in consultation with Administration GMRT, Khodad.
 - iii. The Contractor shall comply with all the lawful directions and instructions concerning the work, which will be given by the authorised officials of GMRT, Khodad from time to time.
 - iv. The Contractor may be required to provide additional manpower even at a short notice for a specified duration at the Centre, for any exigencies. Payment for additional manpower deployed will be made at the agreed rates.
 - v. In case of change of any worker, it is the Contractor's responsibility to provide the new person necessary training/instructions about the work.
 - vi. The Contractor himself shall be available in the premises of GMRT, Khodad during his working hours and meet the Administrative Officer / authorised official for conveying / obtaining necessary communications, instructions, observations etc. whenever required.
 - vii. The Contractor shall ensure regular attendance of his personnel and ensure that the assigned duties are performed by his staff to the full satisfaction of the Centre. The Contractor shall not employ any person who has not attained the age of majority.
 - viii. Misbehaviour by any of the Contractor's staff in the Institute's premises either on duty during working hours or during off duty hours will be viewed seriously and even penal deductions will be imposed on Contractor, if it involves loss or theft, as deemed necessary by the Centre Director on the recommendation of Administrative Officer / Engineer.

Chapter 4

MANPOWER

Page 2 of 2

- ix. Uniforms shall be provided to all the personnel by the contractor. The same will be reimbursed at actual after submitting a bill and evidence and appropriate limitations decided by the Institute. However maximum **Rs. 2,000/- (Rupees Two Thousand Only)** will be paid towards uniform allowance to the entitled contract employees of the contractor (For 2 uniforms per employee). They have to wear name badges also. The uniform will have to be well maintained, neat and clean, during working hours, at the contractor's cost.
- x. The contractor shall issue Identity card to all his workers and shall ensure that his workers are wearing / displaying the I cards while in premises.
- xi. **SAFETY & SECURITY:** The Contractor shall be fully responsible for the safety and security of his deployed manpower, which include any injury, accident, death of his manpower and he shall exercise all possible precautions to deal with any such loss or damage. The Contractor shall also promptly report, in writing, to the Centre, all cases of accidents and damages. However, irrespective of the cause and place of mishap/ accident/ injury during the execution of the work, the Contractor shall make immediate and adequate arrangements to render all possible aid to the victim(s).

Chapter 4

PAYMENT TERMS & PROCEDURE

Page 1 of 2

1. The payment is to be made in the presence of authorised representative of GMRT Centre. Wages are subject to change only due to variation of Special Allowance / Variable Dearness Allowance payable in accordance with the Gazette notification published by the Govt. of Maharashtra, Ministry of Labour, Govt. of India (whichever is maximum) from time to time.
2. A service charge on labour payments per month will be paid to the contractor on total monthly bill towards workers wages only. The Contractor should first pay wages before 7th of every month to all workers and then submit the bill (in printed bill book format only) to the Administrative Officer at GMRT, Khodad.

The contractor will be paid only for all authorised duties in that calendar month and his service charges. Authorised duties will be calculated as under :

“Number of days of that particular calendar month excluding Sundays (off days) X number of employees provided by the contractor as per work order”

3. No change in service charge during the contract (till the end of Work Order) will be entertained. The wages to the manpower deployed shall show the details including the contributions towards EPF and other statutory levies, such as Bonus payable, on a monthly basis etc. The contractor is required to submit the detailed bill with proof of his payment of wages to the workers and provide copies of challans for EPF, deposits as having deposited the employee's and employer's contributions with the respective authorities, within the stipulated period at the time of billing or / and not later than, by 10th of every month for processing the bill for payment.
4. Payment towards Uniform for two sets of uniforms per person per year, (uniform includes whistle, lathi, cap, etc) etc, will be reimbursed to the contractor at actual subject to appropriate limitation and only on production of documentary evidence.
5. The contractor shall inform the Centre sufficiently in advance the date and time of disbursement of salary / wages. Monthly salary or any other disbursement to workers under the contract shall be made in the premises of the Centre only and in the presence of an authorized representative of the Centre, by cheque.
6. The responsibility of making payment (monthly on 7th of every calendar month of the work done in the previous calendar month, to his employees, in the presence of nominated / designated representative of the Institute, is entirely of the Contractor and the Institute reserves the right to withhold the monthly bill amount payable to contractor, if he fails to pay monthly wages to his employees on due date.

Chapter 4

PAYMENT TERMS & PROCEDURE

Page 2 of 2

- 7 **PENALTY FOR FAILURE TO DISBURSE WAGES:** If the Centre Director/ Administrative Officer finds that disbursement of wages have not been made by the contractor to his workers, as per the terms of the contract and the reasons given by the Contractor are bad in law or the contractor unduly delays the disbursement of wages, the Centre reserves the right to arrange disbursement of wages and to effect appropriate recovery from the Contractor along with penalty. The Centre also reserves the right to terminate this contract in such events and enter into another contract at the risk and cost of the defaulting Contractor for the balance period.
- 8 If any controversies arise due to negligence by the Contractor / his staff, lack of proper documentation / license, disputes, etc the contractor will be entirely responsible for the same and he has to settle / set right all such matters at his own cost.
- 9 The monthly bill will have to be enclosed with the Certificate of Compliance of all labour and statutory regulation requirements.
- 10 The Centre reserves the right to use the Performance Bank Guarantee remitted by the Contractor to compensate the workers, in cases where the contractor fails to make the payment as per the above clauses and in accordance with Contract Labour (Regulation & Abolition) Act 1970, and for settling other dues payable to the Centre or to his employees, if any.
- 11 In case of disputes arising due to negligence or failure on the part of the Contractor to keep proper and updated documentation/license etc., the contractor shall be entirely responsible for the same and settle/resolve all such matters with his own effort and cost.

Chapter 4

SCHEDULE OF WAGES PAYABLE

Page 1 of 1

DETAILS OF MONTHLY PAYMENT COMPONENTS
APPLICABLE AT GMRT KHODAD SITE.

(Bidders to conform / comply with minimum wages act)

Sr.	Description	Rate/Person /Month Rs. Unskilled	Rate/Person /Month Rs. Skilled
1	Rates including VDA per day (A) *	477	671
2	Bonus, leave salary @ 14.08% on 'A' (8.33% +5.75%)	67.16	94.48
3	HRA @ 5% of 'A'	23.85	33.55
4	Total 'B'	568.01	799.03
5	EPF (@12% of 'A') **	57.24	69.23
	EDLI (0.5% of A)	2.39	3.36
6	Administrative Charges @0.5% (EPF) of 'A' ***	2.39	3.36
7	ESI @ 3.25% of 'A'	15.50	21.81
8	ESI @ 3.25% on HRA	0.78	1.09
9	Grand Total	646.31	897.88
10	Rounded off	646	898
11	Monthly	16,796	23,348
12	No. of persons to be deployed.	11 Workers	1 Supervisor

1	Uniform Allowance (2 Sets per person per year)	Rs. 2,000.00/set/person
---	---	-------------------------

Notes :

1. EDLI Administrative Charges = @ 0.5% w.e.f. 01.04.2017
2. GST, extra at actual.
3. * Subject to variation as per Govt. Notification.
4. ** EPF : Restricted to Rs.1800/- per month.
5. *** Admin Charges min. Rs.500/- or above whichever is applicable will be paid.

No change in service charges during the currency of the contract will be entertained. The wages to the manpower deployed shall show the details including the contributions towards EPF and other statutory levies, such as Bonus payable, on a monthly basis. The contractor is required to submit the detailed bill with proof of his payment of wages to the workers and provide copies of challans for EPF deposit as having deposited the employee's and employer's contributions with the respective authorities, within the stipulated period, by 10th of every month for processing the bill for payment.

**NOTE : 1. Service Charges [Flat rate]- as per Chapter 6 Price Bid will be paid .
(Not linked to the above components).**

2. No change in service charges during the currency of the contract will be entertained.

Chapter - 5

Specimen of Various 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	Bid Form - Form D
5	Details of GST - Form E
6	Bid Security Declaration Form F
7	Format of Amalgamation/Acquisition - Form G
8	Format of CA certificate / Financial Strength – Form H
9	Certificate of Site visit – Form I
10	Undertaking for Acceptance of terms and conditions – Form J
11	Format of Performance Bank Guarantee * – Form K
12	Format of Indemnity Bond* – Form L

*** To be submitted by vendor on whom order will be placed after placement of order.**

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 have full-fledged office in Pune (and/or Junnar, Ambegaon Taluka), documents evidencing the same must be submitted.					
2	Bidder must visit the site to know exact scope of work and to see site conditions etc. and they must be fully confident of carrying out the work tendered, site conditions etc. and submit certificate of visit as per Form ‘I’ with their technical bid.					
3	Bid must be valid for a minimum period of 120 (One Hundred Twenty Days) from the due date for submission of bid.					
4	Bids with deviations in General Conditions will not be considered.					
5	Bidder must have an average turnover of 30% of estimated cost (Rs. 10.50 Lacs) during the immediate last three consecutive financial year ending March 21 .					
6	Bidder must have been providing manpower for similar services in Pune District for past three year between 01.10.2018 to 30.10.2021. Copies of work orders and completion certificates duly signed by the competent authority to be submitted evidencing the above without fail.					
7	Bidder must submit Chartered Accountant’s Certificate showing their turnover and 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				
		2021-22				
8	Bidder must be able to make payment as per our Schedule in Chapter 4 .					
9	Bidders must have valid Shop Act License,					
	Bidders must have valid Company Act Registration,					
	Bidders must have valid GST registration Number,					
	Bidders must have valid Employees Provident Fund (EPF) registration					
	Bidders must have valid ESI Registration No.					
	Bidders must have valid Contract Labour License (if applicable)					
10	Successful bidder must be able to submit :- Performance Guarantee of 3% (Rs. 1,05,000/-) or as applicable as per Govt. Notification from time to time of total order value including all taxes, duties etc. within 21 days after receipt of our order.					

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 completi on 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:

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]*

(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 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 workers for Garden maintenance and development work at various sites of GMRT, Khodad and GMRT Housing Colony Narayangaon, Tal. Junnar, Dist. Pune, Maharashtra, India**, as per the above-mentioned Order.

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

FORM –H**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 :

CERTIFICATE OF VISIT TO THE SITETender No.: **NCRA:WF121:PUB455:2022**

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

Dear Sir,

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

**(D) Giant Metrewave Radio Telescope (GMRT) Observatory, Office,
National Centre for Radio Astrophysics (NCRA),
Tata Institute of Fundamental Research (TIFR),
At. Post. Khodad, Tal. Junnar, Dist. Pune 410504.**

**(E) GMRT Housing Colony,
Narayangaon, Tal. Junnar, Dist. Pune 410504.**

(F) GMRT Antennas Shells in and around GMRT.

where the tendered work will have to be carried out.

Name & Signature of Bidder :

Designation :

Company Seal & Phone No.:

Date :

Name & Signature of AO-GMRT/Centre's Representative:

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** 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, Savitribai Phule 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 the tender)

(To be submitted in a separate sealed envelope)

Page 1 of 1

PRICE SCHEDULE SHOWING SERVICE CHARGES PAYABLE

1.	Service Charges payable per person per month, excluding GST.	Rupees in figure : _____ Rupees in Words _____ _____ _____
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Company Seal (Rubber Stamp)

Signature of Bidder

Date:

Name

Designation