

Public Tender No. : NCRA:147L:PUB480:2023

The National Centre for Radio Astrophysics (NCRA) of the Tata Institute of Fundamental Research (TIFR) is a leading Centre for research in a wide range of areas in astronomy and astrophysics.

National Centre for Radio Astrophysics (NCRA) has set up a unique facility for radio astronomical research using the metre wavelengths range of the radio spectrum, known as the Giant Metrewave Radio Telescope (GMRT), it is located at a site about 80 km north of Pune, Maharashtra, India.

1. **NCRA-TIFR**, Pune, India invites sealed bids in single part for the following:

Description of Item	Bid Security Declaration towards EMD
Dell EMC Switch Type of Tender : SINGLE PART	Bid Security Declaration as per our format (Annexure G) to be submitted on company's letter head.

Downloading of Tender	From : 19.03.2024, 09.30 hrs. To : 08.04.2024, upto 18.00 hrs.
Due date for Submission of bid	15.04.2024 upto 18.00 hrs.
Opening of Bid (If sufficient bids are received).	Date : 16.04.2024 Time : 14.30 hrs.

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, email address.

2. Eligibility Criteria:

- Only OEM or their authorized Distributor / Dealer / Channel Partner can bid. Both cannot bid.
- Manufacturer Authorisation Certificate as per our Format at **Annexure D** must be enclosed with the technical bid, if bid is from a Dealer / Distributor / Partner.
- Bidder should not be associated or have been associated in the past directly or indirectly, with a firm or any of its officials which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this tender.
- No deviation in General Conditions of Contract will be accepted. Bidder are requested to study the technical evaluation criteria thoroughly before bidding.
- Bidder must not have been black listed by TIFR or another Education / R&D Govt. organizations as on date of submission of bid. Certificate to this effect must be submitted.

- f. Bid must be valid for a minimum period of **120 days** from the due date for submission of bid.
- g. Successful bidder must be able to submit :-

Performance Guarantee of 5% of total order value including all taxes, duties etc. within **Twenty One days** after receipt of our order valid till completion of **warranty period plus two months**.

- h. Bidder is required to submit all relevant documents in support of the above, failing which their bid will not be taken up for technical evaluation.
- i. Bidder must specify in their bid if any exemption / relaxation applicable to them from any of the eligibility requirements under any rules / guidelines / directives of Government of India together with necessary and relevant documents in support of their, claim in their technical bid.
MSE / Make in India benefits will be applicable only to manufacturers, meeting the criteria stated in the relevant Govt. notifications.
- j. Bids from bidders who have not accepted our order awarded to them or who have withdrawn from the tender process OR whose EMD/Security deposit has been forfeited by us or who have failed to execute order placed, on them 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 to enable us to send you the link for attending the pre-bid meeting.**
- c. The **bids** to be submitted in a master sealed envelope duly superscribed with tender no. & due date must reach Purchase Officer, NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune-411007, India on or before the specified due date and time.

The bids will be opened in the presence of bidders representative. 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.

- 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. Purchaser reserve the right to place order on more than one vendor provided the items meets the specifications and price is also same.

- f. Bids must be accompanied by **Bid Security Declaration towards earnest money deposit** specified above without fail.
- g. NCRA is not responsible for delay or loss of tender document / bids in transit.
- h. **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.**
- i. **The bid** to be submitted within the due date and time in an envelope and marked on top the Tender No., due Date in Bold Letters.

Please see attached sheet for conditions of tender

PURCHASE OFFICER



NATIONAL CENTRE FOR RADIO ASTROPHYSICS
Tata Institute of Fundamental Research
Pune

Public Tender No.

NCRA:147L:PUB480:2023

Dell EMC Switch

CHECK LIST TO BE ENCLOSED WITH TECHNO COMMERCIAL BID

Page 1 of 1

Sr. No.	Particulars	Provide Details	Enclosed
1	Bidders Partnership registration / Company incorporation Copy enclosed of OEM.		Yes / No
2	Company Profile as per Annexure A enclosed		Yes / No
3	Eligibility Criteria Statement duly filled in by bidder Annexure-B		Yes / No
4	Schedule of Experience showing orders completed Annexure-C		Yes / No
5	Whether Manufacturers authorization certificate from respective Manufacturers for supply of item (if bid is from authorized Distributor or dealer) enclosed – as per Annexure – D		Yes / No
6	Bid Form as per Annexure E enclosed		Yes / No
7	Undertaking for Amalgamation/Acquisition - Annexure-F enclosed.		Yes / No
8	Whether Bid Security declaration as per format submitted Annexure-G		Yes / No
9	Certificate of Local Content – as per Annexure H enclosed.		Yes / No
10	Certificate of Registration (Land Border) – Annexure I		Yes / No
11	Undertaking for having read and taken note of all the terms and conditions of the Tender as per Annexure J enclosed.		Yes / No
12	Copy of power of attorney to sign the bid enclosed (Applicable for LLP / partnership company / PVT LTD / LTD Company)		Yes / No
13	Undertaking from OEM confirming that items offered are not nearing end of life or end of support for Six years from the date of bidding submitted.		Yes / No
14	Document seeking any exemption / relaxation as per Govt. of India rules submitted		Yes / No
15	Details of taxes as per Chapter 5 enclosed.		Yes / No
16	Price bid as per Chapter 6.		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
Other Standard Forms.
Chapter 5
Details of taxes
Chapter 6
Price Bid

INSTRUCTIONS TO BIDDER (ITB)

	Table of Contents
Sl. No.	Contents
A.	INTRODUCTION
1	Eligible Bidders
2	Cost of Bidding
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
2	Bid Form and Price Schedule
3	Bid Prices
4	GST
5	Offer from distributor/dealer on behalf of manufacturer
6	Conditional Discount
7	Documents Establishing Bidder's Eligibility and qualifications.
8	Documents Establishing Goods' Eligibility and Conformity to Bidding Documents
9	Period of Validity of Bids
10	Format and Signing of Bid
11	Status of Individual Signing the offer
12	Abnormally high rate or abnormally low rate
13	Requirement of Tender Submission
14	Deadline for Submission of Bids
15	Late Bids
16	Acceptance of bid
17	Placing of order
D.	OPENING AND EVALUATION OF BIDS
1	Opening of Bids
2	Clarification of Bids
3	Preliminary Examination

INSTRUCTIONS TO BIDDER (ITB)

Sl. No.	Contents
4	Responsiveness of Bids
5	Non-Conformity, Error and Omission
6	Examination of Terms & Conditions, Technical Evaluation
7	Evaluation and Comparison of bids
8	Contacting Purchaser
9	Post qualification
E.	AWARD OF CONTRACT
1	Negotiations
2	Award Criteria
3	Award of contract.
4	Purchaser's right to vary Quantities at the time of Award
5	Purchaser's right to accept any Bid and to reject any or all Bids
6	Notification of Award
7	Order Acceptance

A – Introduction

1.1 Eligible Bidders

Bidders who fulfill the pre-qualification/eligibility criteria as specified in our tender notice are only required to submit their bids and will only be considered for technical evaluation.

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

1.2 Cost of Bidding

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

B - The Bidding Documents

1.3 Content of Bidding Documents

The goods required, bidding procedure and contract terms are prescribed in the bidding documents which should be read in conjunction.

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.

1.4 Clarification of bidding documents

A prospective Bidder requiring any clarification of the Bidding Documents shall contact purchaser in writing at purchaser's address specified in the Tender Notice. Purchaser 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. Purchaser if deemed necessary will amend the Bidding Documents as a result of a clarification, purchaser shall do so following the procedure under clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids.

1.5 Amendment of Bidding Documents

At any time prior to the deadline for submission of bids, purchaser 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.

All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax, or by e mail which will be binding on them and the same may also be posted on our website.

In order to allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, purchaser, at its discretion, may extend the deadline for the submission of bids.

C - Preparation of Bids

1.6 Language of Bid

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

1.7 Bid form and price schedule

The bidder shall complete the Bid Form and the price schedules furnished in the bidding documents.

Discount / Prices as applicable to Non Commercial/ Government Educational and Research Institutes should be quoted as purchaser is a Deemed University and also Public Funded Research Institute. Prices for software should be for academic version,

1.8 Bid Prices

Price quoted should be on F.O.R. Destination basis. (i.e. total landed cost including safe delivery at NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411004, Maharashtra.

1.9 **GST** : As applicable, will be paid Extra.

GST TDS will be deducted, as per Government Notification, if applicable.

1.10 Offer from distributor/dealer on behalf of manufacturer

In case the bid is submitted by distributor/dealer on behalf of OEM, Manufacturer's Authorisation Form as per our format attached must be submitted, failing which bid will be rejected.

1.11 Conditional Discount

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 purchaser will not take in to such conditional discount while evaluating their bid.

1.12 Documents Establishing Bidder's Eligibility and qualifications

The bidder shall furnish, as part of their bid, documents establishing the bidder's eligibility to bid and their qualification to perform the contract if their bid is accepted.

The documentary evidence of the bidders' qualification to perform the contract if the bid is accepted and shall establish to purchaser's satisfaction that, the bidder meets the qualification criteria listed in bidding documents, if any.

1.13 Documents Establishing Goods' Eligibility and Conformity to Bidding Documents

To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the goods and services offered.

(a) An item-by-item commentary on our Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

1.14 Period of Validity of Bids

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

In exceptional circumstances, purchaser 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). The EMD provided shall also be suitably extended.

A Bidder may refuse the request without forfeiting their EMD. A Bidder accepting the request will not be required nor permitted to modify their bid.

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

1.15 Format and Signing of Bid

The bids are to be submitted as specified in the Tender Notice.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any inter lineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

1.16 Status of Individual signing the offer

Individuals signing the bid form and other connected documents must specify the capacity in which they sign like :

- (a) Whether signing as a Sole proprietor of the firm.
- (b) Whether signing as a partner of the firm.
- (c) Whether signing for the firm as Agent.
- (d) Whether signing as a director of a private/limited company. Power of attorney to sign the bid to be submitted in case of b, c & d.

1.17 Abnormally high rate or abnormally low rate

If the bid is seriously unbalanced in relation to the estimated cost, such bidder will have to submit with their price bid detailed price analysis for any or all items. If the Bill of Quantity / Schedule of work to demonstrate how the price quoted have been arrived at.

1.18 Requirement of Tender Submission

Bidder must have to bid for all items in the price bid failing which their bids will not be considered. Details of options and accessories for which rates are quoted to be specified in the technical bid.

The techno-commercial bid should have sufficient details to show point wise compliance to the specifications and shall include a full set of descriptive technical literature of the items proposed.

For any technical queries, you may contact : -

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

Phone : +91 020-02132-258400 / 300

Contact Person : Shri Gnanaraj Shelton J / Shri B. Ajit Kumar

Email. : shelton@gmrt.ncra.tifr.res.in / ajit@ncra.tifr.res.in

1.19 Deadline for Submission of Bids

Bids must reach Purchase officer, NCRA-TIFR, Pune 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 purchaser, the Bids will be received upto the appointed time on the next working day.

Purchaser 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 purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.20 Late Bids

Any bid received by purchaser after the deadline for submission of bids prescribed will be rejected.

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.

1.21 **ACCEPTANCE OF BID** : Institute shall be under no obligation to accept the lowest or any other bid received in response to this tender and shall be entitled to reject any or all bids without assigning any reason whatsoever.

1.22 **PLACING OF ORDER** : Institute reserves the right to place the order for part/full/reduced quantity / reduced period than what is specified in the tender and also reserves the right to split the order on more than one bidder.

D - Opening and Evaluation of Bids

1.23 Opening of Bids

Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

1.24 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, purchaser 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, at the discretion of purchaser. Any clarification submitted by a bidder in respect to their bid which is not in response to a request by purchaser shall not be considered.

1.25 Preliminary Examination

Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided to determine the completeness of each document submitted.

Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule;

(b) 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) The Bidder has quoted for goods manufactured by a different firm other than what has been specified in the tender document.

(v) Bidder has not agreed to give the required Performance Guarantee.

(vi) The goods quoted are sub-standard, not meeting the required specification etc.

(vii) Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in that schedule.

(viii) The bidder has not agreed to some essential condition(s) incorporated in the bid.

1.26 Responsiveness of Bids

Prior to the detailed evaluation, purchaser 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 the Goods and Related Services specified in the Contract; or

(b) Limits in any substantial way, inconsistent with the Bidding Documents, purchaser'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.

Purchaser's determination of a bid's responsiveness will be based on the contents of the bid itself.

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

1.27 Non-Conformity, Error and Omission

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

Provided that a bid is substantially responsive, purchaser 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.

Provided that the bid is substantially responsive, purchaser shall correct arithmetical errors on the following basis:

(a) If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected;

(b) If there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and

(c) If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

Provided that a bid is substantially responsive, purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its **Earnest Money** will be forfeited.

If the price for an item with same part no. is quoted differently at different place, lower rate will be taken as the price of the item.

In the event no rate has been quoted in words or figures for any item/items it will be presumed that the contractor/supplier has included the cost of this/these item/items in other item and rate for such item/items will be considered as zero & supply/work will be required to be executed accordingly.

In case of any tender where unit rate of any item/items quoted is unrealistic, such a tender is liable to be disqualified & rejected.

1.28 Examination of Terms & Conditions, Technical Evaluation

Purchaser 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.

Purchaser 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.

1.29 *Evaluation and comparison of bids*

Purchaser shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

To evaluate a Bid, purchaser shall only use all the factors, methodologies and criteria defined in the bid documents.

The price bids shall be evaluated on the basis of final landing cost which will be calculated as per Institute procedure to bring quotes on equal footing including charges towards installation, commissioning and testing at destination.

1.30 *Contacting Purchaser*

Any effort by a Bidder to influence purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of their bid.

1.31 *Post qualification*

In the absence of pre-qualification, purchaser will determine to its satisfaction whether the bidder/bidders who is/are selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the bid document.

The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

E- Award of Contract

1.32 Negotiations

There shall not be any negotiation normally. Negotiations shall be held with the lowest evaluated responsive bidder if required. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

1.33 Award Criteria

Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid.

1.34 AWARD OF CONTRACT :

If the rates quoted by more than one bidder are same and lowest. NCRA reserves the right to decide the criteria and proceeding further for awarding the contract. Decision of NCRA-TIFR, Pune shall be final in this regard.

1.35 Purchaser's right to divide/vary the Quantities at the time of Award

Purchaser reserves the right at the time of Contract award to decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, the purchaser may also divide the quantity and place orders on two or more suppliers. Purchaser also reserves the right to place or not to place order for Spares/accessories.

1.36 Purchaser's right to accept Any Bid and to reject any or all Bids

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.

1.37 Notification of Award

Prior to the expiration of the period of bid validity, purchaser may notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted and a separate work order shall follow.

Until a formal order is prepared and sent, the notification of award should constitute a binding contract.

1.38 Order Acceptance

The successful bidder should submit Order acceptance and Performance Guarantee **within 21 days** from the date of issue of order, failing which it shall be presumed that the bidder is not interested and order will be cancelled.

Purchaser has the powers to extend the time limit for submission of order confirmation and submission of Performance Guarantee.

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC)

	Table of Contents
Sl. No.	Contents
1	Standards
2	Patent/design/copy right/trade mark Indemnity
3	Packing
4	Delivery of items
5	Duration for Completion of contract
6	Incidental Services
7	Despatch documents
8	Severability
9	Assignment
10	Indemnity
11	Preference to Make in India.
12	Manufacturers Registered as MSME and with NSIC
13	Extension of time
14	Termination for Default
15	Force Majeure
16	Termination for Insolvency
17	Termination for Convenience
18	Discrepancies and Order of Preferences.
19	Governing Language
20	Applicable Law/Jurisdiction
21	Notices
22	Right to use Defective Goods
23	Materials
24	Waiver
25	Purchaser's Comments
26	Responsibility of Vendor
27	Settlement of Disputes
28	Arbitration.

2.1 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.2 Patent/design/copy right/trade mark / third party claim Indemnity

The Supplier shall indemnify and hold harmless purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

If any proceedings are brought or any claim is made against purchaser, purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.

2.3 Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights permissible under existing road/rail/sea limitations and shall take into consideration, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions given by purchaser.

Even when no packing specification is included it will be suppliers responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

The equipment shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.

Each package shall be properly labeled to indicate the type and quantity of material it contains, the purchase order number its dimensions and weights and any other necessary data to identify the equipment and relate it to contract. Packing slip containing description of item & qty. must be affixed on the box.

Empty packages / packing material will become property of the owner.

If wood has been used for packing, Fumigation certificate to be provided with the shipment.

- 2.4 *Delivery of items*
Supplier/manufacturer will have to deliver the item/s at delivery point specified in SCC.
- 2.5 *Duration for Completion of contract.*
The items will have to be supplied within the period specified in the SCC.
- 2.6 *Incidental Services*
The supplier may be required to provide any or all of the services, if any, specified in SCC.
- 2.7 *Despatch Documents*
- 2.7.1 The following documents in original are to be sent to Purchaser.
a. Full set of invoice showing Quantity and Amount.
b. Packing slip indicating no. of packages, gross and net weight.
c. Manufacturers internal test, inspection certificates.
d. Soft copy of user / instruction installation manuals in English.
e. Inspection certificate issued by the Purchaser's Inspector, if any;
f. Guarantee/Warranty certificates issued by Original Equipment Manufacturer.
g. Fumigation Certificate if wood is used in packing.
- 2.7.2 The following documents are to be handed over to the carrier / transporter while handing over the item.
a. Three Sets of Invoice.
b. Two Sets of packing slip.
c. Fumigation Certificate if wood has been used in packing.
- 2.8 *Severability :*
If any provision of this contract is determined to be invalid or unenforceable, it will deemed to be modified to the minimum extent necessary to be valid and enforceable. If it can not be so modified, it will be detected and deletion will not affect the validity or enforceability of any other provision.
- 2.9 *Centre reserve the right to reject the bid in case any discrepancy is observed in the unpriced bid and actual price bid.*
- 2.10 *Assignment*
The Supplier shall not assign, in whole or in part, its obligations to perform under the Contract to third party, except with purchaser's prior written consent.
- 2.11 *Indemnity :*
Selected bidder shall also, indemnify and hold harmless centre from any third party, Govt. claim, losses, penalties if any arising in connection with this contract.
- 2.12 ***PREFERENCE TO MAKE IN INDIA :***
Guidelines / Directives of the Govt. of India regarding preference to Make in India will be applicable provided the bidder submits relevant documents as stated in the Government order with their technical bid.

2.13 Manufacturers registered as MSE

Benefit to MSE bidder will be applicable only for those who are manufacturers and who have valid UDYAM Registration Memorandum as on date of bidding. Bidders must submit copy of their registration certificate with their technical bid.

2.14 Extension of time

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule prescribed by them.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, purchaser shall evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to above clause without the application of liquidated damages clause.

2.15 Termination for Default

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

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of purchaser 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.

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

a) Forfeiting Security deposit;

b) Purchaser may procure, upon such terms and in such manner as it deems appropriate, item / equipment similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) However, the supplier shall continue to perform the contract to the extent not terminated.

2.16 Force Majeure

Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and termination for default, Supplier shall not be liable for forfeiture of their Security deposit, 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.

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

If a Force Majeure situation arises, the Supplier shall promptly notify purchaser in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by purchaser in writing, the Supplier 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.

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.

2.17 Termination for Insolvency

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

2.18 Termination for Convenience

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

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by purchaser at the Contract terms and prices. For the remaining Goods, purchaser 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 Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

2.19 Discrepancies & Order of Preferences:

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

- a. Purchase Order.
- b. Technical Specifications
- c. Special Conditions of contract.
- d. General Conditions of Contract.

2.20 Governing Language

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.

2.21 Applicable Law/Jurisdiction

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.

2.22 Notices

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.

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

2.23 Right to use Defective Goods

If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the goods proves to be unsatisfactory, purchaser shall have the right to continue to operate or use such goods until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with purchaser's operation.

2.24 Materials

All goods or materials shall be supplied strictly in accordance with the specifications stated in the purchase order or change orders issued by the purchaser.

All goods or materials supplied or used shall be new and of first quality should not be obsolete & going to be obsolete. Where foreign or partly foreign goods or materials are offered or intended to be used, the fact must be specifically stated and brought to the notice of the purchaser.

2.25 Waiver

Purchaser shall be at liberty to waive any breach of any terms or conditions or warranty. Waiver by purchaser or a breach by vendor or any provision of the order shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

2.26 Purchaser's Comments

Vendor shall not be relieved of his obligations under the order, including but not limited to his warranty obligations stated herein by incorporating Purchaser's design and fabrication comments into the goods ordered hereunder.

2.27 Responsibility of Vendor

Upon oral or written notification of defects in or malfunctioning of the goods during normal operation, which require corrective action, vendor shall send the necessary personnel to our site to supervise and assume responsibility for repairs and/ or replacement, if necessary of the defective items.

Equipment, items or components repaired or replaced by vendor shall have warranty till completion of warranty period as specified in the tender.

- 2.28 **SETTLEMENT OF DISPUTE :** For any dispute arising out of the contract, it should be the intention of both the parties to settle the matter amicably without referring it to the Court of Law. In case dispute is not getting settled amicably it will be referred to arbitration as under.
- 2.29 **ARBITRATION :**
- 2.29.1 Purchaser 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.
- 2.29.2 If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either purchaser 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.
- 2.29.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
(a) In case of Dispute or difference arising between purchaser 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, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the sole arbitrator mutually acceptable to contractor and purchaser. 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 Purchaser.
- 2.29.4 The venue of the arbitration shall be the place from where the purchase order or contract is issued.

CHAPTER 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

Table of Contents	
Sl. No.	Contents
1	Purchaser
2	Address where goods are to be delivered and installed
3	Scope of Work
4	Bid Security Declaration.
5	Performance Guarantee
6	Formation of Technical and Evaluation Committee.
7	Duration of completion of work / Delivery Period.
8	Liquidate Damages
9	Inspection & Acceptance
10	Test Certificate.
11	Warranty
12	Payment Terms
13	Billing Address.
14	Shipment should not be addressed to any Individuals name.
15	Ship to / Final Destination.
16	Removal of Rejection.
17	Recovery of Sums Due
18	Applicable Law and Jurisdiction of Court

Chapter 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

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 *The Purchaser 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**

3.2 *Address where goods are to be delivered :*

**National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Savitribai Shule 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**

3.3 *Scope of Work / Supply*

Supply of items as specified in **Chapter – 6** of this tender document.

3.4 *Bid Security Declaration:*

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

3.5 *Performance Guarantee*

Performance Guarantee to be furnished by the successful bidder valid for such period to cover satisfactory performance of the contract as well as warranty period + two months.

3.5.1 *Quantum of Performance Guarantee*

Successful bidder, shall deposit an amount equal to **5%** of the order value including taxes as Performance Guarantee within **21 days** of receipt of our order and must valid till completion of warranty period **plus two months**.

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

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

3.5.2 Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft of a Scheduled Bank in favour of “TIFR”, payable at Pune or Bank Guarantee (BG) from a Scheduled bank in favour of Centre Director, NCRA-TIFR, Pune as per the prescribed format or Insurance Bond. 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 Warranty Period.

Original Bank Guarantee to be sent to us directly from the bank.

3.5.3 Refund of Performance Guarantee

Performance Guarantee shall be released / returned to the contractor without any interest after the completion of warranty period plus two months.

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

3.6 Formation of Technical and Evaluation Committee

The Technical Evaluation Committee will be constituted by Centre Director. He may nominate some external/expert members, if required.

3.6.1 (A) Terms of the Technical Evaluation Committee

A committee will go through the technical aspects of the tender and short list such firms whose bids are technically and commercially acceptable.

3.6.1 (B)

The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of Purchaser and this criteria / recommendation will also form as a part for short-listing of the firms whose technical bids are acceptable.

The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at NCRA or from other Labs/Organizations and also call for Technical presentations from the bidders if required.

The recommendation/decisions of the Technical Evaluation Committee is final and binding on the bidder.

3.6.2 Past Performance:

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

3.7 Duration for Completion of work/Delivery Period

Bidders are requested to specify the **delivery period** in the details of taxes (Chapter) to be submitted with their technical bid.

3.8 **LIQUIDATED DAMAGES**

(a) As time is the essence of the contract, Delivery period mentioned in the Order should be strictly adhered to.

(b) If the supplier fails to **Supply** the equipment as per specifications mentioned in the order within the due date, he shall be liable to pay liquidated damages of **0.5 % per week** of value of delayed supply and works for each or part of month, subject to a maximum of **5%** of order value on the unfinished work & items not supplied beyond the due date specified for completion of contract. Such money will be deducted from any amount due or which may become due to the supplier.

3.9 Inspection & Acceptance

The acceptance test will be conducted by purchaser, after the equipment's are received at purchaser's site. The acceptance will involve trouble free operation.

3.10 Test Certificate

Manufacturers Test Certificates in English are to be furnished by the supplier

3.10.1 Final Test:

The final test as to performance and guarantee shall commence immediately after completion of installation.

3.11 Payment Terms :-

Payment including taxes will be made within 30 days after receipt and acceptance of the items.

3.12 Billing address:

National Centre for Radio Astrophysics (NCRA) / Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus, Ganeshkhind, Pune - 411007, Maharashtra, India

3.13 Shipment should not be addressed to any Individuals name.

3.14 Ship to / Final Destination:

Address same as mentioned in billing address.

3.15 Removal of Rejected Items :

Any item submitted for inspection and rejected by the purchaser must be removed by the supplier, within fourteen days from the date of receipt of intimation of rejection. Such rejected items shall lie at the supplier's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right to dispose off the same at the supplier's risks and on cost and to appropriate such portion of the proceeds as may be necessary to cover any loss or expenses incurred by the purchaser in connection with the said sale.

3.16 Recovery of Sums Due :

Whenever any claim for the payment of, whether liquidated damage or not, arises out of or under this Contract against the supplier, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole the Performance Guarantee furnished by the supplier. In the event of the Performance Guarantee being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deduced from any sum then due or which at any time thereafter may become due to the supplier under this or any other contract with purchaser. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated damages or not against the supplier under any other Contract with the Purchaser, the payment of all amount payable under the Contract by the Contractor including the Performance Guarantee shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the supplier.

3.17 Applicable Law and Jurisdiction of Court

This contract shall be governed by the Law of India being in force. 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

Standard forms (To be enclosed by bidders with bid)

	Table of Contents
Sl. No.	Contents
1	Company Profile - Annexure – A
2	Eligibility Criteria – Annexure – B
3	Schedule of experience showing orders completed – Annexure – C
4	Manufacturers' Authorization Form - Annexure – D
5	Bid Form - Annexure – E
6	Format of Amalgamation/Acquisition - Annexure – F
7	Format of Bid Security Declaration – Annexure G
8	Certificate of Local Content – Annexure H
9	Certificate of Registration (Land Border) – Annexure I
10	Undertaking for having read and taken note of all the terms and conditions of the Tender as per Annexure J enclosed.
11	Format of Bank Guarantee for Performance Bond* - Annexure – K

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

**Annexure – “A”
COMPANY PROFILE**

Page 1 of 1

(Information to be furnished by the Bidder duly typed)

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 office at Pune.	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.6	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.	
1.7	Name of Designation of the Officer of the Contractor/ Bidder to whom all the reference shall be made for expeditious technical co-ordination	
1.8	Date of Establishment of firm	
1.9	Details of items manufactured / works carried out by you	
2.0	PAN No.	
2.1	GST Registration No. and Date	

Signature of the Bidder

Name & Designation

Company Seal

Date:

ELIGIBILITY CRITERIA

Sr. No.	Description	Details to be furnished by the bidder enclosing relevant documents in the technical bid.
1	Only OEM or their authorized Distributor / Dealer / Channel Partner can bid. Both cannot bid.	
2	Manufacturer Authorisation Certificate as per our Format at Annexure D must be enclosed with the technical bid, if bid is from a Dealer / Distributor / Partner.	
3	Bidder should not be associated or have been associated in the past directly or indirectly, with a firm or any of its officials which have been engaged by the purchaser to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this tender.	
4	No deviation in General Conditions of Contract will be accepted. Bidder are requested to study the technical evaluation criteria thoroughly before bidding.	
5	Bidder must not have been black listed by TIFR or another Education / R&D Govt. organizations as on date of submission of bid. Certificate to this effect must be submitted.	
6	Bid must be valid for a minimum period of 120 days from the due date for submission of bid.	
7	Successful bidder must be able to submit :- Performance Guarantee of 5% of total order value including all taxes, duties etc. within Twenty One days after receipt of our order valid till completion of warranty period plus two months.	

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

Signature of the Bidder

Name & Designation

Company Seal

Date:

**SCHEDULE OF EXPERIENCE SHOWING ORDERS COMPLETED
(in the past three years).**

Customers (full Address)	Order No. and date	Order and location	Value of order (Rs.)	Date for completi on of order as per contract	Date of actual completi on of order	Remarks indicating reasons for late delivery, if any	Has the equipment been installed Satisfactory? (Attach a copy of order and completion certificates from the purchaser)	Contact person Along with Telephone No., FAX No. and email address

Signature of the Bidder

Name & Designation

Company Seal

Date:

MANUFACTURERS' AUTHORIZATION FORM

[The Bidder shall require the Manufacturer to fill in this Form in accordance with the instructions indicated. This letter of authorization should be on the letterhead of the Manufacturer and should be signed by a person with the proper authority to sign documents that are binding on the Manufacturer.]

Date:

Tender No.:

To:

WHEREAS We *[insert complete name of Manufacturer]*,who are official manufacturers of *[insert type of goods manufactured]*, having factories at *[insert full address of Manufacturer's factories]*,do hereby authorize *[insert complete name of Bidder]* to submit a bid the purpose of which is to provide the following Goods, manufactured by us *[insert name and or brief description of the Goods]*, and to subsequently negotiate and sign the Contract. We hereby extend our warranty, with respect to the Goods offered by the above firm. We also hereby authorize them to provide all services for safe delivery of items to final destinations and to do installation, testing demonstration of functioning of the system satisfactorily and provide all comprehensive services till the completion of warranty period of the items supplied.

Signed:

[insert signature(s) of authorized representative(s) of the Manufacturer]

Name:

[insert complete name(s) of authorized representative(s) of the Manufacturer]

Title:

[insert title]

Duly authorized to sign this Authorization on behalf of:

[insert complete name of Bidder]

Dated on _____ day of _____, _____

[insert date of signing]

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 Purchaser]

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 security deposit and performance guarantee as per mentioned the tender document;

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]*

e) 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]*

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

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 **Dell EMC Switch**, as per the above mentioned Purchase Order.

Company Seal & Phone No.:

Name & Signature of Bidder :

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

Certificate of Local content

Page 1 of 2

(To be submitted on Company's Letter head signed by competent person)

Centre Director,
NCRA-TIFR,
Savitribai Phule Pune University Campus,
Ganeshkhind, Pune 411007

Sub : Certificate of Local content

Ref : Your Tender No.dtd..... for supply of Dell EMC Switch.

“We (----- name of manufacturer) hereby confirm in respect of quoted item(s) that Local Content is equal to or more than 50% and come under ‘Class-I Local Supplier’ Category. As being ‘Class-I Local Supplier’, we are eligible for Purchase Preference under ‘Make in India’ Policy vide GOI Order No. P-45021/2/2017-PP (B.E. –II) dated 15.06.2017 (subsequently revised vide orders dated 28.05.2018, 29.05.2019 and 04.06.2020) and Ministry of Electronics and Information Technology Notification F.No. – 43/4/2019-IPHW-MeitY dated 07.09.2020.

OR

*We (----- name of manufacturer) hereby confirm in respect of quoted items(s) that Local Content is more than 20% but less than 50% and come under ‘Class-II Local Supplier’ Category and hence not eligible for any purchase preference.

The details of the location (s) at which the local value addition made is / are as under :

1. -----
2. -----
3. -----

We also certify that if the details given above are found to be false then it shall be a breach of the code of integrity under Rules 175 (1)(i)(h) of the General Financial Rules for which I / my company or its successor can be debarred for upto two years as per rules 151 (iii) of the General Financial Rules above with such other actions as may be permissible under law.

*Strike out whichever is not applicable

Date :
Company Seal :

Authorised Signatory:
Name :
Designation

Mobile No. :

Email address :

Certificate of Local content

Page 2 of 2

NOTE :

- Self-certificate that the item offered meets the minimum local content (as above) giving details of the location(s) at which the local value addition is made in case the bidder wishes to avail the benefits under the make in India policy, if applicable.
- In cases of procurement for a value is excess of Rs. 10 crores, the local supplier shall be required to provide a certificate from the statutory auditor or cost auditor of the company (in the case of companies) or from a practicing cost accountant or practicing chartered accountant (in respect of suppliers other than companies) giving the percentage of local content to avail the benefits under the make in India policy, if applicable.

Date :

Authorised Signatory:

Company Seal :

Name :

Designation

Mobile No. :

Email address :

Annexure – I

Certificate of Registration (Land Border)

(This Certificate / Undertaking should be on the **letterhead of the manufacturer / Bidder** and should be signed by a person competent and having the power of attorney to bind the manufacturer. It should be included by the Bidder with bid.)

No.....

Date

Centre Director,
National Center for Radio Astrophysics (NCRA),
Tata Institute of Fundamental Research (TIFR),
Savitribai Phule Pune University Campus,
Ganeshkhind, Pune 411007.

Dear Sir,

I/We who are established and reputed manufacturers / bidders of having factories / works at (address) do hereby declare that I/We have read the clause regarding restrictions on procurement from a bidder of a country which share a land border with India country as per tender / enquiry. I/we hereby certify that we the undersign Bidder are not from such a country or, if from such a country, has been registered with the Competent Authority. I / we hereby certify that we fulfill all requirements in this regard and is eligible to considered (where applicable, evidence of valid registration by the Competent Authority shall be attached).

Yours faithfully,

Signature of Bidder :

Name :

Company Seal :

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. Orders executed by us shown in **Annexure C** have been carried out by us directly and not on back to back by third parties.

Date :

Place :

Company Seal:

Signature of the Bidder :

Name of the Bidder :

Designation :

Phone/Fax No. :

E-mail address :

FORMAT OF BANK GUARANTEE FOR PERFORMANCE

(On Non Judicial Stamp Paper of Appropriate Value)

(To be obtained from any Scheduled Bank by vendor on whom purchase order will be released)

To,
Centre Director
NCRA, Pune

WHEREAS

..... (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your need to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....
.....

(Signature of the authorized officer of the Bank)

Name : With Code :

Designation :

Email address :

Ref. Public Tender No. NCRA:147L:PUB480:2023

DETAILS OF TAXES

YOUR GST REGISTRATION NO.	
GST% AS SPECIFIED IN CHAPTER 1 (Clause No. 1.9 in Section-C).	----- %
DELIVERY PERIOD	_____ Months

Date	:	Signature of Bidder	:
		Name & Designation	:
Place	:	Company Name & Address	:
		Company Seal & Phone No.	:

Ref. Public Tender No. NCRA:147L:PUB480:2023

PRICE BID

Sr. No.	Item Description	Qty. (Nos)	Rate / Each in Rs.
1	Dell EMC Switch Model No. S4128F-ON 1U, 28 X 10 GbE SFP+ ports, PSU to IO airflow, 2 PSU, 10 Gbps layer-2 Optical Ethernet Switch with port side exhaust air flow. (Rack mounting rails to be supplied with the switch). Minimum one year warranty.	05 (Five)	

Date : Signature of Bidder :

Name & Designation :

Place : Company Name & Address :

Company Seal & Phone No. :