TENDER NOTICE NO. 8 /2019-2020

Public Tender No. : NCRA:WF117:PUB405:2019

The Giant Metrewave Radio Telescope (GMRT) is a part of National Centre for Radio Astrophysics (NCRA) -Tata Institute of Fundamental Research (TIFR) is a Centre for research in a wide range of areas in astronomy and astrophysics. It has set up GMRT which has a multipurpose building at Khodad, Near Narayangaon, Tal. Junnar, Dist. Pune.

1. Sealed bids in Two part, Part– I: Techno-commercial Bid & Part – II: Price Bid in separate sealed envelope are invited for the following work :

Description	Earnest Money Deposit (EMD)
Fabricating , Supplying and fixing in position pushback and auto tip up auditorium chairs 214 Nos. for the auditorium in the Multipurpose building, GMRT Khodad, Tal. Junnar, Dist. Pune 410504.	**2% of Estimated cost.** **i.e. Rs. 35,400/-** in the Form of Demand Draft drawn in favour of "TIFR" payable at Pune.
Estimated Cost : ~ **Rs. 17.68** Lakhs (inclusive of GST). Type of Tender : Two Bid.	Tender Fee : **Rs. 500/-** (Rupees Five Hundred by way of Demand Draft in favour of "TIFR" payable at Pune).
EMD and Tender Fee must be submitted with the Bid without fail.	
Pre-Bid Meeting (After the Site Visit on the same day morning).(Site visit is compulsory and it is eligibility criteria). Pre-bid meeting will be held only once and final. Queries replied in the meeting will be uploaded on our website and forms an integral part of the Tender.	**On 28.01.2020 at 11.30 hrs.** **Place: GMRT Observatory, Khodad, Near Narayangaon, Tal. Junnar, Dist. Pune 410504**

Downloading of Tender	**From : 18.01.2020, 09.30 hrs.** **To : 27.01.2020, upto 18.00 hrs.**
Submission of Tender	**From : 29.01.2020, 9.30 hrs.** **To : 03.02.2020, upto 18.00 hrs.**
Opening of bid **(If sufficient bids are received).**	**On : 04.02.2020 at 11.30 hrs.**

2. Eligibility Criteria :

Bidder must meet the eligibility criteria specified below and must submit documents in support of the same.

a. Bidder must be either a manufacturer / dealer / integrator. Manufacturer authorization form must be submitted if bid is from dealer or integrator.
b. Bidder must visit the site **to know exact scope of work and to see site conditions, our specific requirements, the nature of work, etc.** and he must be fully confident of carrying out the work tendered, site conditions etc. and submit certificate of visit as per **Annexure 'P'** with their technical bid.

c. Bid must be valid for a minimum period of **90 (Ninety days)** from the due date for submission of bid.

d. Bidder should have completed similar type of work stated below **seven years** prior to – 31.12.2019 i.e. between 01.01.2013 to 31.12.2019
Or
Should have satisfactorily completed the works during the last 7 (Seven) years ending previous day of last date of submission of bids.

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

Similar works means "Fabrication, Supply and fixing in position auditorium chairs".

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

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

e. Bidder must submit only Chartered Accountant's Certificate showing their turnover and Profit & Loss for the past 5 years i.e. for 2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and must have made profit at least for three years out of these five years.
Do not enclose IT returns and Profit and Loss statements and Balance Sheets.

f. Bidder must submit Solvency Certificate (not prior to **01.03.2019**) for a minimum amount of **40% of the estimated cost** from their bank.

g. Bidder must have an average turnover of **30% of the estimated cost** for past **Five Years**.

h. Bidder must also submit an undertaking that the works have been carried out by themselves and have not been executed on back to back through other agencies.

i. Successful bidder must be able to submit :-

Performance Guarantee, Security Deposit and Indemnity Bond as specified in the tender document.

j. Bidders who have not accepted our order awarded to them or who have withdrawn from the tender process OR whose **EMD/ Security Deposit / 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 **and also on http://eprocure.gov.in/epublish/app** 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 I – Techno-commercial Bid & Part II – Price Bid** in a separate sealed envelopes duly superscribed with tender no. & due date must reach Purchase Officer, NCRA-TIFR, Pune University Campus, Ganeshkhind, Pune-411007, India. The Techno Commercial bid will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time along with 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.

e. Bids must be accompanied by **Demand Draft towards Earnest Money Deposit and Demand Draft towards the Tender Fee** specified above without fail.

f. NCRA is not responsible for delay or loss of tender document / bids in transit.

g. **Bidders are requested to visit our website** http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1 **regularly to check for addendum /updates if any pertaining to this tender.**

h. **The bid** to be submitted within the due date and time in envelope and marked on top the Tender No., due Date in Bold Letters.

i. Please see attached sheet for conditions of tender.

PURCHASE OFFICER

NCRA • TIFR

NATIONAL CENTRE FOR RADIO ASTROPHYSICS

Tata Institute of Fundamental Research

Pune

TENDER NOTICE NO. 8/2019-2020

Public Tender No. : NCRA:WF117:PUB405:2019

Fabricating , Supplying and fixing in position pushback and auto tip up auditorium chairs 214 Nos. for the auditorium in the Multipurpose building, GMRT Khodad, Tal. Junnar, Dist. Pune 410504

CHECK LIST TO BE ENCLOSED WITH TECHNO COMMERCIAL BID

To be enclosed with Bid

Sr. No.	Particulars	Provide Details	Enclosed
1	Whether EMD enclosed.	D.D.No. ……. Dtd……. Rs.	**Yes / No**
2	Demand Draft towards Tender Fee enclosed	D.D.No. …….. Dtd…….	**Yes / No**
3	Copies of partnership registration.		**Yes / No**
4	Copies of Shop & establishment registration & / or Certificate of incorporation enclosed		**Yes / No**
5	Copy of orders executed in the last 7 years prior to the date of this tender notice enclosed		**Yes / No**
6	Company Profile – as per **Annexure-A**		**Yes / No**
7	Eligibility Criteria Statement duly filled in by bidder **Annexure-B**		**Yes / No**
8	**Annexure C** showing details of works completed in the past 7 years together with copies of orders submitted.		**Yes / No**
9	Whether Schedule of deviation from General & Special Conditions is submitted duly signed and Stamped as per **Annexure –D**		**Yes / No**
10	Whether Schedule of Technical Deviation is submitted duly signed and Stamped as per **Annexure – E**		**Yes / No**
11	Whether Manufacturers authorization certificate from respective Manufacturers for supply of item (if bid is from authorized Distributor or dealer) enclosed – as per **Annexure – F**		
12	Bid Form enclosed in **Annexure – G**		**Yes / No**
13	Details of GST furnished in **Annexure – H**		**Yes / No**
14	Undertaking for Amalgamation/Acquisition - **Annexure-K**		**Yes / No**
15	Format for furnishing Bank Details for refund of EMD/ making payment **– Annexure-M**		**Yes / No**
16	Format of CA Certificate – **Annexure N**		**Yes / No**
17	Format of Solvency Certificate – **Annexure O**		**Yes / No**

Date : Signature of Bidder :

Name & Designation :

Place : Company Name & Address :

Company Seal & Phone No. :

CHECK LIST TO BE ENCLOSED WITH TECHNO COMMERCIAL BID

To be enclosed with Bid

Sr. No.	Particulars	Provide Details	Enclosed
18	Format of Certificate of Site Visit – **Annexure-P**		**Yes / No**
19	Undertaking as per **Annexure-Q** enclosed:		**Yes / No**
20	PAN Card Photo Copy enclosed		**Yes / No**
21	Copy of power of attorney to sign the bid enclosed(Applicable for LLP / partnership company / PVT LTD / LTD Company)		**Yes / No**

22	**Price bid – Part II -** Schedule of work with Qty. & rate as per Chapter 6 of tender document **(to be submitted in separate sealed envelope).**	**Yes / No**

Date :

Place :

Signature of Bidder :

Name & Designation :

Company Name & Address :

Company Seal & Phone No. :

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CHAPTER 1

INSTRUCTIONS TO BIDDER (ITB)

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A – Introduction

1.1 Preamble

Tenderers are expected to be totally familiar with the existing site conditions, restrictions of working hours imposed by the Client, working drawings and details issued by the NCRA / Architect, overlapping/interfacing works of any other contractors before quoting.

All rates are supposed to have included the following concerns:

All the work shall be carried out as per the drawings, details and site instructions.

Contractor shall study all the drawings and seek clarifications over doubts if any before commencing work and shall be fully responsible for its finish and performance.

Contractor shall take all measures of safety and security to his staff and any visitors including representatives of clients, consultants etc and ensure complete first aid availability at work site, fire protection, and damage to material by weather or ill use. The Contractor shall also abide by the security and safety requirements, restrictions on the working hours etc. imposed by the owner, and no extra claims for the same shall be entertained under any circumstances.

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

1.2 Eligible Bidders

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

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

1.3 Cost of Bidding

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

1.4 Contract Rate / price

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

B – The Bidding Documents

1.5 *Content of Bidding Documents*

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

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

1.6 *Clarification of bidding documents*

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

1.7 *Amendment of Bidding Documents*

1.7.1 At any time prior to the deadline for submission of bids, Centre may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

1.7.2 All prospective bidders who have purchased / downloaded the tender document will be notified of the amendment in writing or by fax, or by email or by putting information on webpage which will be binding on them.

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

C – Preparation of Bids

1.8 *Language of Bid*

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

1.9 *Bid Prices*

1.9.1 The Bidder shall indicate the Rate only in the Price Bid. **If no rate is specified against an item, it will be treated that rate for the same is included in other items and contractor shall execute the items at no cost.**

1.10 *Conditional Discount*

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

1.11 *Bid Currency*

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

1.12 *Period of Validity of Bids*

1.12.1 Bids will have to remain **valid for a minimum of 90 days from the date of techno commercial bid opening**. A bid valid for a shorter period shall be rejected by Centre as non-responsive.

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

1.12.3 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.

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

1.13 *Status of Individual signing the offer*

1.13.1 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.
I Whether signing for the firm as Agent.
(d) Whether signing as a Managing Director of a private/limited company.
I Copy of power of attorney to be submitted if the person signing the bid is different from.

D – Submission and sealing of Bids

1.14 *Submission, Sealing and Marking of Bids*

Bidders are advised to inspect and examine before submitting their bid the following which may influence or affect their bid.

(a) Nature and Scope of work
(b) Nature of Site.
(c) Access to Site.
(d) Space and facilities required for keeping their materials, tools, machinery etc.
(e) Temporary accommodation required for the labourers.
(f) Water and Electricity.
(g) Loading, unloading and facilities for shifting of items.
(h) All other necessary information, risks, contingencies and other circumstances.
(i) Safety items for the labourer to work at heights.

Bidder shall be responsible for arranging and maintaining at his own cost all material, tools, plant & machinery, facilities for workers and all other service required for executing the work unless otherwise specifically provided for in the contract document.

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

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

1.14.2 **Bids** complete in all respects to be submitted in a sealed envelope duly superscribing our Tender no. & due date so as to reach, Purchase officer, NCRA-TIFR, Post Box No. 3, Ganeshkhind, Pune -411007 before the due date and time and to be submitted to the address given below :-

Bid must be submitted in as sealed envelope to :

Purchase Officer,
National Centre for Radio Astrophysics,
Tata Institute of Fundamental Research,
Savitribai Phule Pune University Campus, Post Box NO. 3, Ganeshkhind,
Pune – 411 007. Maharashtra, India.

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

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

Do not submit bid with comb binding.

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

1.15 *Deadline for Submission of Bid*

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

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

1.16 *Late Bids*

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

1.16.2 Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and will be returned to the bidders in their original envelope without opening.

1.16.3 The BIDDER is expected to examine all the instructions, forms, terms and specifications in the bidding documents. After review of all documents forming part of Sections C, D, E & F of this specification, the bidder shall indicate clause-by-clause compliance with the requirements specified therein. Any deviations to these requirements shall be clearly stated in the respective Schedules of Deviations provided in Section F of this specification. Incomplete / unfilled Schedules of Deviations shall render the bid liable for rejection.

1.16.4 If no deviations are stated, it will be assumed that the Bid conforms in all respects to the specification and the OWNER reserves the right to evaluate the Bid as such without further reference to the BIDDER.

E – Opening and Evaluation of Bids

1.17 *Opening of Bids*

1.17.1 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.

1.17.2 The bidders names and the presence or absence of requisite EMD and such other details as Centre, at its discretion, may consider appropriate, will be announced during the opening.

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

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

c) Only one representative of each bidder will be permitted during opening of bids.

1.18 *Confidentiality*

1.18.1 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.

1.18.2 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.

1.19 *Clarification of Bid*

1.19.1 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, at 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.

1.20 *Preliminary Examination*

1.20.1 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.

1.20.2 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 EMD not submitted with technical bid.
(v) The Bidder has quoted for goods manufactured by a different firm other than what has been specified by us in the tender document.
(vi) Bidder has not agreed to give the required security deposit & Performance Guarantee.
(vii) The goods quoted are sub-standard, not meeting the required specification etc.
(viii) Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in the price.
(ix) The bidder has not agreed to some essential condition(s) incorporated in the bid.

1.21 *Responsiveness of Bids*

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

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

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

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

1.22 *Non-Conformity, Error and Omission*

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

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

1.22.3 Provided that the bid is substantially responsive, Centre 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.

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

1.22.5 If the rate for the same work is quoted differently at different places, lowest will be taken as the price.

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

1.22.7 In case of any tender where unit rate of any item/items/ service / Services quoted is unrealistic, such a bid is liable for rejection.

1.23 *Examination of Terms & Conditions, Technical Evaluation*

1.23.1 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.

1.23.2 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.

1.24 *Site Visit and submission of progress reports*

1.24.1 The Centre or his technical team may at his option and prior to evaluation of the bid depute his representatives to the sites where the bidder has executed similar works to assess the capacity and quality of work done etc. in which case.

(a) Bidder will have to obtain necessary permission from their concerned clients where they have done similar work to allow reasonable facility and free access to works carried out by you.
(b) have to Provide the drawings, tools, gauges, instruments, etc. required for carrying out the inspection work.
(c) facilitate interaction with your clients parties to asses details regarding capability of the bidder.

1.25 *Evaluation and comparison of bids*

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

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

F- Award of Contract

1.26 *Centre's right to vary the Quantities at the time of Award*

1.26.1 Centre reserves the right to decrease the quantity of goods and services originally specified in the Schedule of Requirements in which case Centre may ask for confirmation of rates in a sealed envelope before a fixed date.

1.27 *Centre's right to accept Any Bid and to reject any or all Bids*

1.27.1 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.

1.28 *Notification of Award*

1.28.1 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.

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

1.29 *Order Acceptance*

1.29.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of order.

1.29.2 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, the contract may be cancelled and limited tenders irrespective of the value can be invited from the responding firms after forfeiting the EMD of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again during re-tendering.

1.30 *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.

1.31 **If the rates/amount quoted by the multiple bidder are same, then bidder getting highest grading will be considered for placing order.**

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC)

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21	With-holding and lien in respect of sums claimed
22	Settlement of Disputes

2.1 *Definitions*

2.1.1 The following words and expressions shall have the meanings hereby assigned to them:

"Contract/purchase order/work order" means the order placed by Centre on the Supplier, together with the Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.

"Contract Documents" means the documents listed in the work order, including any amendments thereto.

"Contract Price" means the price payable to the Supplier as specified in the contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.

"Day" means calendar day.

"Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.

"GCC" means the General Conditions of Contract.

"Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, configuration, training and initial maintenance and other such obligations of the Supplier under the Contract.

"SCC" means the Special Conditions of Contract.

"Subcontractor/sub vendor/sub fabricator" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier & shall include his heirs, legal representatives, successors and permitted assigns.

"BoM" means bill of material.

'Centre Director' shall mean Center Director, NCRA-TIFR, Pune & shall include his successor and assigns, as well as his authorized officers/ representatives

'Engineer' shall mean the engineer/representative of the owner/ Centre.

'Bidder / Tenderer' shall mean the firm/ party who bids against an enquiry / tender.

'Vendor/ Contractor/ Fabricator/Supplier' shall mean the successful BIDDER whose bid has been accepted by the owner/ Centre and on whom the 'Contract' or 'Purchase Order' is placed by the owner/Centre and shall include his heirs, legal representatives, successors and permitted assigns.

‘Manufacturer’ refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the owner/ Centre or the vendor/ contractor or both under the contract.
‘Others’ shall mean other successful bidders whose bids have been accepted by the owner/ Centre and shall include their heirs, legal representatives, successors and permitted assigns.

Owner / Centre / Centre / Institute mean NCRA-TIFR Pune.

‘Inspector’ shall mean the authorized representatives appointed by the owner/ Centre for purposes of the inspection of materials/ equipment/ works.

‘Site’ shall mean the actual place of the proposed work as detailed in the specification or other place where work has to be executed under the contract.

‘Month’ shall mean calendar month.

‘Specification’ shall mean collectively all the terms and stipulations contained in those portions of the ‘Contract’ known as General Conditions, the Specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the Work or to the quantities and qualities of the materials to be furnished under this ‘Contract’.

‘Bid’ shall mean the proposal/ document that the BIDDER submits in the requested and specified form in the ‘Specification’.

‘Item’ ‘Items’ ‘Goods’ ‘Stores’ Plant’ or ‘Equipment’ and ‘Work’ or ‘Works’ shall mean respectively the goods to be supplied and services to be provided by the vendor/ contractor/ fabricator under the ‘Purchase Order’ or ‘Contract’.

‘Date of Contract’ shall mean the calendar date on which the owner/ Centre and vendor/ contractor/ fabricator have signed the ‘Contract’. ‘Effective Date of Contract’ shall mean the calendar date on which the owner/ Centre have issued to the vendor the ‘Letter of Intent’.

‘Contract Period’ shall mean the period during which the ‘Contract’ shall be executed as agreed between vendor/ contractor/ fabricator and owner/ Centre in the ‘Contract’.

‘Guarantee Period’ shall mean the period during which the ‘Plant’ or ‘Equipment’ shall give the same performance as guaranteed by the vendor in the Schedule of Guarantee as in the ‘Specification’.

‘Approved’ and ‘Approval’ where used in the ‘Specification’ shall mean respectively approved by and approval of the owner/ Centre.

When the words ‘approved’, ‘approval’, ‘subject to approval’, ‘satisfactory’, ‘equal to’, ‘proper’, ‘requested’, ‘as directed’, ‘where directed’, ‘when directed’, ‘determined’, ‘accepted’, ‘permitted’, or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the owner/ Centre.

‘Engineer’s Instructions’ shall mean any drawings and / or instructions oral and/ or in writing, details representative of the owner/ Centre from time to time during the ‘contract period’.
‘Writing’ shall include any manuscript, typewritten or printed statement, under or over signature and/ or seal as the case may be.

“Notice in Writing’ or ‘Written Notice’ shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when the ordinary course of post it would have been delivered.

‘Contractor’s Works’ or ‘Manufacturer’s Works’ shall mean and include the land and the other places which are used by the Vendor/ Contractor/ Fabricator or Sub-vendor/ Sub-contractor/ Sub-fabricator for the manufacture of the ‘Equipment ‘ or performing the ‘Works’.

‘Commissioning’ shall mean integrated activity covered under ‘Preliminary Operation’, ‘Trial Operation’ and carrying out ‘Performance Tests’.

‘Trial Operation’ shall mean the integrated operation of the Plant, system/ Equipment covered under the ‘Contract’ for a specified period at a specified load for providing trouble-free operation of the Plant/ system/ Equipment covered under the ‘Contract’.

‘Performance Tests’ shall mean such tests as are prescribed in the ‘Specification’, to be done by the vendor before the Plant is taken over under guarantee by the owner/ Centre.

‘Virtual Completion’ shall mean that all Work is completed as directed and the ‘Site’ is cleared to the satisfaction of the owner/ Centre.

‘Commercial Use’ shall mean that use of the ‘Equipment’ or ‘Work’ which the ‘Contract’ contemplates or that for which ‘Equipment’ or ‘Work’ is commercially capable.

‘Minor Modification’ as applied to equipment erection contracts only, shall mean the modification work required to be done on the ‘Equipment’ or ‘Work’ which need a maximum of 48 man-hours per item of work. In the case of civil contracts, it shall be ‘Works’ which need a maximum of 8 man-hours per item of work.

‘Major Modification’ as applied to equipment erection contracts only, shall mean the modification work required to be done on the ‘Equipment’ and ‘Works’ needing more than 48 man-hours per item of work, where such work is required to be done for no fault of the Vendor/ Contractor. In the case of civil contracts, it shall be ‘Works’ needing more than 8 man-hours per item of work.

‘Drawings’ shall mean all:
Drawings furnished by the Owner/ Centre as a basis for proposals.
Supplementary drawings furnished by the Owner/ Centre to clarify and to define in greater detail the intent of the ‘Contract’.

Drawings submitted by the vendor with his proposal provided such drawings are acceptable to the Owner/ Centre.

Drawings furnished by the Owner/ Centre to the vendor during the progress of the work and Engineering data and drawings submitted by the vendor during the progress of the work provided such drawings are acceptable to the engineer representative of the owner/ Centre.

2.2 *Amalgamation/Acquisition*

2.2.1 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.

2.3 *Application*

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

2.4 *Standards*

2.4.1 The 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 standard applicable to work / service shall have to be followed.

2.5 *Progress of Work*

2.5.1 On award of contract the contractor shall submit to the Centre a bar chart reflecting the commitments made by him in his bid. Once the bar chart is approved it shall be strictly adhered to. Time is essence of the contract. Any delay in supply of equipment will attract liquidated damages.

2.6 *Change Orders and Contract Amendments.*

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

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

2.6.2 No change in price will be admissible on account of the above.

2.6.3 No variation or modification in the terms of the contract shall be made except by written amendment.

2.7 *Assignment*

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

2.8 *Extension of time*

2.8.1 Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by Centre.

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

2.8.3 Except as provided under the Force Majeure clause of the GCC, a delay by the contractor 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.

2.9 *Termination for Default*

2.9.1 Centre may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the Contract in whole or part
(a) If the contractor fails to deliver any or all of the Goods / Services within the period(s) specified in the contract, or within any extension thereof granted by Centre; or
(b) If the contractor fails to perform any other obligation(s) under the Contract.
I 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.

2.9.2 In the event Centre terminates the contract in whole or in part, it may take recourse to any one or more of the following action:
a) Forfeiting Performance Guarantee.
b) Centre may procure, upon such terms and in such manner as it deems appropriate, item / equipment similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
c) However, the contractor shall continue to perform the contract to the extent not terminated.

2.10 *Force Majeure*

2.10.1 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.

2.10.2 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.

2.10.3 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.

2.10.4 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.

2.11 *Termination for Insolvency*

2.11.1 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.

2.12 *Termination for Convenience*

2.12.1 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.

2.12.2 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.

2.13 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.

2.14 *Governing Language*

2.14.1 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.

2.15 *Applicable Law/Jurisdiction*

2.15.1 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.

2.16 *Notices*

2.16.1 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 FAX, e-mail or confirmed in writing to the other party's address specified in the SCC.

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

2.17 *Waiver*

2.17.1 Centre shall be at liberty to waive any breach of any terms or conditions or warranty. Waiver by Centre 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.

2.18 *Breakup of Price/ Rates*

2.18.1 Contractor will be required to furnish details how the rate quoted is arrived at if requested by the Centre.

2.19 *Responsibility of Vendor*

2.19.1 Upon oral or written notification of defects which require corrective action, contractor shall send the necessary personnel to job site to supervise and assume responsibility for repairs. If contractor does not expeditiously take steps to complete the work, Centre may do so at the cost and expenses of the contractor.

2.20 *Lien in respect of claims in other contract*

2.20.1 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.

2.20.2 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.

2.21 *With-holding and lien in respect of sums claimed*

2.21.1 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.

2.21.2 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.

2.22 *Settlement of Disputes*

2.22.1 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.

2.22.2 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.

2.22.3 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, 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 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.

2.22.4 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)

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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 *Techno Commercial bids will be evaluated by a **Technical Evaluation Committee**.*

3.2 Terms of the Tender Evaluation Committee

3.2.1 The bids (techno commercial and price) will be evaluated with reference to the tendered specifications, performance of similar works carried out elsewhere by the bidder.

3.2.2 Bidders will have to quote for all the items & works to be executed. Only bids with rates for all items in the schedule of work will be considered.

3.2.3 In the event of seeking any clarification from various bidders by Centre, the bidders are required to furnish only technical clarifications that are asked for. No amendment to price will be entertained at that stage. In case if a bidder fails to quote for a particular item it amounts to non-compliance and hence such bid will not be considered for further evaluation. Further during this process if any bidder indicates the price during the clarification such bids also will not be considered for further evaluation.

3.2.4 On the due date the bids will be opened and bids meeting the eligibility criteria will be referred to the evaluation Committee.

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

3.2.6 The evaluation will be an assessment of the Bid. Centre representatives will proceed through a detailed evaluation of the Techno commercial 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.

3.2.7 **Selection Criteria**: Same as mentioned in eligibility criteria

3.2.8 After the evaluation is completed and approved, Centre shall inform the bidders whose bids have been rejected with the reasons for rejection.

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

3.3 *Earnest Money Deposit (EMD)*

Earnest Money Deposit is obtained to ensure the earnestness of the tenderer in the participation of the tender and as a deterrent against the tenderer withdrawing or altering his bids during the bid validity.

3.3.1 Quantum of Earnest Money Deposit :

2% of Estimated cost in the form of Demand Draft drawn in favour of "TIFR" payable at Pune.

EMD to be enclosed along with the Bid.

Rejection of Tenders not accompanied with Earnest Money Deposit

Tenders/offers from the tenderers not accompanied with Earnest Money Deposit, as demanded, will be rejected summarily.

Refund of Earnest Money Deposit

(a) EMD of bidders who do not qualify during Technical Evaluation will be released on completion of Technical Evaluation.
(b) EMD of all bidders (Except for L1) will be released after release of order on L1.
(c) EMD of successful bidder will be released on receipt of Performance Guarantee.

The Earnest Money Deposit will be forfeited:

(3) If a bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or

(3) In case of a successful Bidder, if the bidder fails to furnish order acceptance or fails to furnish Security deposit / Performance Guarantee within **21 days** from the date of order or before the extended date.

3.4 *Performance Guarantee*

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

3.4.1 Quantum of Performance Guarantee

The bidder on whom order will be placed, shall deposit an amount equal to **5% (five percent)** of total value of the order 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. **This period can be further extended at the written request of the contractor for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day, of performance guarantee amount.**

In case Performance Guarantee is not submitted order will be cancelled and EMD will be forfeited.

3.4.2 *Forms in which Performance Guarantee can be submitted*

Performance Guarantee should be in the form of Demand Draft / Fixed Deposit Receipt (FDR) of a Scheduled Bank 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 soon after the completion of the work 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 *Security Deposit :*

Security Deposit is obtained as a back-up surety for fulfilment of defect liability period obligation by the Contractor after satisfactory completion of the work.

Security Deposit will be collected by deduction from the first running bill of the contractor at the rate mentioned. The Security Deposit can also be deposited in the form of Fixed Deposit Receipt or Bank Guarantee or Demand Draft.

A sum of **5%** of work order value shall be deducted from the running bills of the contractor.

The Bank Guarantee submitted against Security Deposit shall initially be valid upto the stipulated date of completion of work plus defect liability period as specified in special conditions of the contract and shall be extended further depending upon extension of contract.

Security Deposit will be released without any interest after the completion of Defect Liability Period.

3.5.1 **DEFECT LIABILITY PERIOD** :- One year from the date of completion of work.

The contractor shall maintain the work in such manner that on expiry of the period of maintenance, the work shall be as good and perfect in order and condition as that in which it was at the commencement of the period of maintenance. The contractor shall at his own expenses repair, rectify and make good to the satisfaction of the Engineer, all defects, imperfections or other faults arising from or out of use of material or workmanship not in accordance with the provision of the contract.

3.6 ***Income Tax***

3.6.1 As applicable will be deducted from the contractor's bill.

3.7 **GST** : Will be paid Extra. Please note NCRA-TIFR Pune do not have any GST registration Number being a non commercial Government funded Research and Educational Institute.
GST TDS will be deducted as applicable.

3.8 WATER :If water is available with our existing Bore well at site, then it will be allowed to use at free of cost. It is Contractors' own responsibility to make necessary arrangement to carry the same to work spot. Also note that providing water is not binding on us. If water is not available with us, then contractor shall make his own arrangement at his own cost.

3.9 *ELECTRICITY* : Electricity shall be provided by the department at free of cost from the existing nearby available source for the work. Bidder should make proper arrangement for extra length of cable/distribution board etc. to reach their work place with all electrical safety precautions. Also note that providing electricity is not binding to us.

3.10 *Arrangement by Contractor :*

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

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

3.11 *Transportation of labour and materials*

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

3.12 *Duration for Completion of work/Delivery Period*

3.12.1 Entire work to be completed within **Two Months** from the date of handing over the site. **The period may be extended, if the reasons furnished are acceptable to the Centre.**

3.13 *Payment :-*

3.13.1 The payment will be made as under:-
(a) No advance payment will be made
(b) Payment will be made through ***One Running Account (RA) Bill i.e. 70% of BOQ Sr. no 1 will made against delivery of chairs at site and balance (excluding security deposit) after satisfactory installation of chairs in auditorium .***
(c) It will be based on actual measurement of work done.
(d) will be made after **deducting Security Deposit, GST TDS, Income Tax TDS etc.**

(e) Contractor shall submit all bills to
Shri S.D. Patil / Shri R. V. Swami
Giant Metrewave Radio Telescope (GMRT) Observatory,
Tata Institute of Fundamental Research (TIFR),
At. Post. Khodad, Tal. Junnar,
Dist. Pune 410504.

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

(3) GST TDS if applicable.

(ii) Income tax as applicable and

(iii) any other dues.

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

3.14 LOADING : Appropriate loading will be done for deviation in payment terms, security deposit, performance Guarantee and warranty / defect liability period etc.

3.15 **OTHER CONDITIONS OF CONTRACT :**

3.15.1 (a) Owner / Purchaser :

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

3.15.1 (b) The place where work to be carried out is;

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

Phone : 02132-258400 / 300
Contact Person : Shri S.D. Patil / Shri R. V. Swami

3.15.2 *Safety & Security* : Contractor will be responsible for the safety and security of all their workmen and staff and will ensure to maintain necessary records for payment and other details as per the prevailing Procedures and Acts. Contractor will be fully responsible for any personal injury, accident, death of your personnel and shall take proper precautions against any such loss or damages.

3.15.3 *Indemnity Bond*

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

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

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

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

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

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

3.15.8 Storage of tools and materials: You shall make your own arrangement for storage / safety of tools, plants, machinery, materials.

It is the responsibility of successful bidder to ensure that arrangement is made for receiving and safekeeping of all items required for carrying out the work under their custody and supervision.

3.15.9 Centre if required can only provide an open space where contractor can make arrangement for safekeeping of their goods. No space will be provided for temporary accommodation of workers.

3.15.10 Items brought for carrying out work at Centre's site cannot be taken out without valid permission.

3.15.11 Protection of property: You shall be responsible for making good to the damages to the existing property during the work by your men. During the execution of work, it is likely that you may come across telephone cables, electrical cables, water supply lines, Lan cable etc. It will, therefore, be your responsibility to protect them carefully. All such cases should be brought to the notice of the Engineer by you and also to the concerned department. Any damage what-so-ever done to these are be made good by you at your own cost.

3.15.12 *Liquidated Damages*

If the contractor fails to maintain the required progress to complete the work and clear the site on or before the due date for completion of contract as stated in special conditions of contract or any extended date of completion, he shall, without prejudice to any other right or remedy available under the Law to the Govt. on account of such breach, pay as agreed compensation the amount calculated at the rate stipulated below as the authority (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day/ month (as applicable) that the progress remains or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completing has been specified: **Compensation for delay of work - @ 1% per month of delay to be computed on per day basis.**

Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the contractor under this or any other contract with the NCRA.

3.16 *Applicable Law* and Jurisdiction of Court

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

3.17 *Contact Person* :

For co-ordination of work kindly contact Shri S. D. Patil / Shri R.V. Swami at Giant Metrewave Radio Telescope (GMRT), Tata Institute of Fundamental Research (TIFR), At. Post. Khodad, Tal. Junnar, Dist. Pune 410504
Tel. 02132-258400/300, 02132-252112/3.
sdp@gmrt.ncra.tifr.res.in, swami@gmrt.ncra.tifr.res.in

Chapter – 4

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

Table of Contents	
Sl. No.	**Contents**
1	Company Profile – Annexure – 'A'
2	Eligibility Criteria – Annexure – 'B'
3	Schedule of Experience showing works completed as per Annexure C
4	Schedule of Deviation from General Conditions – Annexure – 'D'
5	Schedule of Deviation from Technical Conditions – Annexure – 'E'
6	Manufacturers authorization certificate Annexure – 'F'
7	Bid Form - Annexure – 'G'
8	Details of GST - Annexure 'H'
9	Format of Bank Guarantee for Security Deposit *-Annexure – 'I'
10	Format of Performance Bank Guarantee *-Annexure – 'J'
11	Format of Amalgamation/Acquisition - Annexure – 'K'
12	Format of Indemnity Bond* – Annexure – 'L'
13	Format of Bank details for refund of EMD / making payment – Annexure 'M'
14	Format of CA Certificate - Annexure 'N'
15	Format of Solvency Certificate - Annexure 'O'
16	Format of Site Visit Report - Annexure 'P'
17	Format of Undertaking – Annexure 'Q'
18	Drawings – 2 pages.

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

Annexure – "A"

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	Experience record of personnel permanently employed by Contractor	
1.12	Personnel category-wise who are likely to be assigned for this work and their experience	

Signature of the Bidder

Name & Designation

Company Seal

Date:

Sl.No.	Question	Response
1.13	Source of skilled labour	
1.14	Detailed list of tools and tackles which Contractor shall use for execution of work	
1.15	Details bank solvency certificates issued by bidder's bankers.	
1.15.1	Name of Bank	
1.15.2	Branch	
1.15.3	Amount of Solvency	
1.15.4	Date of Issue	
1.16	Date of Establishment of firm	

Signature of the Bidder

Name & Designation

Company Seal

Date:

Annexure – "B"

ELIGIBILITY CRITERIA

Sr.No.	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.
1	Bidder must be either a manufacturer / dealer / integrator. Manufacturer authorization form must be submitted if bid is from dealer or integrator.	
2	Bidder must visit the site **to know exact scope of work and to see site conditions, our specific requirements, the nature of work, etc.** and he must be fully confident of carrying out the work tendered, site conditions etc. and submit certificate of visit as per **Annexure 'P'** with their technical bid.	
3	Bid must be valid for a minimum period of **90 (Ninety days)** from the due date for submission of bid.	
4	Bidder should have completed similar type of work stated below **seven years** prior to – 31.12.2019 i.e. between 01.01.2013 to 31.12.2019 Or Should have satisfactorily completed the works during the last 7 (Seven) years ending previous day of last date of submission of bids.	
	- One single job costing not less than 80% of Estimated cost OR	
	- Two jobs each costing not less than 60% of Estimated cost OR	
5	- Three jobs each costing not less than 40% of Estimated cost	
6	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 only Chartered Accountant's Certificate showing their turnover and Profit & Loss for the past 5 years i.e. for 2014-15, 2015-16, 2016-17, 2017-18, 2018-19 and must have made profit at least for three years out of these five years. **Do not enclose IT returns and Profit and Loss statements and Balance Sheets.**	Period / Turnover / Profit / Loss 2014-15 2015-16 2016-17 2017-18 2018-19
8	Bidder must submit Solvency Certificate (not prior to **01.03.2019**) for a minimum amount of **40% of the estimated cost** from their bank.	
9	Bidder must have an average turnover of **30% of the estimated cost** for past **Five Years**.	
10	Bidder must also submit an undertaking that the works have been carried out by themselves and have not been executed on back to back through other agencies.	
11	Successful bidder must be able to submit :- Performance Guarantee, Security Deposit and Indemnity Bond as specified in the tender document.	

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

Signature of the Bidder

Name & Designation

Company Seal

Date:

Annexure – C

SCHEDULE OF EXPERIENCE SHOWING WORKS COMPLETED

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

Signature of the Bidder

Name & Designation

Company Seal

Date:

SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:
1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

Annexure: "E"

SCHEDULE OF DEVIATION (TECHNICAL ONLY)

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:
1) Where there is no deviation, the statement should be returned duly signed with an endorsement indicating "No Deviations".

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.

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 Centre]

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 **90 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;

(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]*

ANNEXURE – H

DETAILS OF GST

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

(a) GST payable : _____ % extra
(on total amount of work done)

Your GST Tax Registration No. :

(b) Time for completion of work : Yes / No
Specified in our Tender acceptable.

(c) Whether you will submit Indemnity Bond : Yes / No
as per our format.

(d) Your PAN No. : _____

Company Seal Signature of the Bidder :

Name :

Designation :

Date :

Annexure: "I"

BANK GUARANTEE FORMAT FOR SECURITY DEPOSIT

(To be submitted on appropriate value of Non Judicial stamp paper from any Nationalized Bank or HDFC/ICICI/Axis/IDBI Banks. To be used by Successful bidder after placement of order)

ORDER NO. _____ DTD. _____

To,
Centre Director
National Centre for Radio Astrophysics,
Tata Institute of Fundamental Research,
Pune University Campus, Ganeshkhind,
Pune– 411 007, Maharashtra, INDIA.

This deed of guarantee executed on the _____ day of _____ by the _____ (bank) (hereinafter referred to as "the Bank: which expression shall wherever the context so requires or admits means and includes its successors and assigns).

WHEREAS M/s. _____
having their registered office at _____
_____ (hereinafter called "the Contractor") have conveyed to the Centre Director, NCRA/TIFR, Pune (hereinafter called "the Centre") acceptance of the Purchase Order / Work Order (whichever is applicable) No. _____ dtd. _____ for the _____
_____ (hereinafter called the "Contractor").

In accordance with the terms as set out in the above quoted Purchase Order / Work Order, you have agreed to accept a bank guarantee for Rs. _____ (Rupees _____
_____ only) equivalent to _____ (percent) of the value of the contract in lieu of security deposit to be valid upto _____ or any extension that may be agreed to. For this purpose, you have agreed to accept our Guarantee.

In consideration thereof, we hereby (Bank), at the request of M/s. _____ irrecoverably and unconditionally undertake and guarantee to refund to the Centre Director, NCRA, TIFR, Pune on behalf of the said contractor a sum of Rs. _____ on demand and without any demure against any loss or damage that may be suffered by the Centre on receipt of your intimation that the M/s. _____
_____have for no reason failed to comply with any of the terms and conditions of the said contract, especially Item No. _____ of Annexure _____ to the Purchase Order regarding delivery schedule.

This guarantee shall be valid till (the date of completion of the work contained in the said order) as certified by you or till any extension of the date as may be agreed to by us. In the event, the guarantee shall expire 30 days after the said order is satisfactorily completed by you as conforming to the terms and conditions of the contract.

This guarantee shall not be revoked without your express consent and shall not be affected by you granting time or any other indulgence to M/s. _____ which shall include but not be limited to postponement from time to time if the exercise of any power vested in you or any right that you may have against to exercise the same in any manner at any time and either to enforce any covenant contained or implied in the said contract or any other course or remedy or security available to you and our bank shall not be released from its obligation under this bank guarantee by your exercising any of your rights with regard to matters aforesaid or any of them or by reason of any other act or forbearance or other act of omission or commission on your part or any other indulgence shown by you or any other matter or thing whatsoever which under law would but for this provision have the effect of relieving our bank from its obligation under this guarantee.

We shall agree that you shall be entitled at your option to enforce this guarantee against our bank as a principal debtor by a mere demand in writing from you which shall be conclusive evidence to us that such repayment is due and payable to you under the terms of the said contract and shall be binding on us notwithstanding any other security or guarantee that you may have in relation to M/s. _____ liabilities in respect of this premises.

This guarantee shall not be affected by any change in the constitution of our bank or of the companies or for any other reason whatsoever.

Notwithstanding anything herein contained our liability under this guarantee is restricted to _____ Rs._____(Rupees_____ _____) and the guarantee will remain in force upto _____ or any extension that may be agreed to unless a demand or claim is filled against us on or before that said date of expiry viz. _____ all your rights under this guarantee shall be forfeited and we shall be relieved and discharged from all liabilities hereunder.

IN WITNESS WHEREOF the undersigned being duly authorized by the Directors of the Bank has hereunto set his hand at _____ this _____ day.

SIGNATURE OF BANK OFFICIAL

Bank Address :
Name :
Land Line No. :
Mobile No. :
Email address :
Rubber Stamp :

SIGNATURE OF WITNESS:

1.

2.

Annexure: "J"

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. ……. dated …….to 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 :

Annexure: "K"

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 W.O. ---------- dated ----------. **The contractual obligations are Fabricating , Supplying and fixing in position pushback and auto tip up auditorium chairs 214 Nos. for the auditorium in the Multipurpose building, GMRT Khodad, Tal. Junnar, Dist. Pune 410504, as per the above mentioned Order.**

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

ANNEXURE – L

Format of Indemnity Bond

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

Work Order No. _____ Dt. _____

In consideration of National Centre for Radio Astrophysics, Tata Institute of Fundamental Research (NCRA/TIFR) having office at 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

Annexure – M

BANK DETAILS FOR REFUND OF EMD / MAKING PAYMENT

(Information to be submitted on Vendors Company Letter head)

To,
The Accounts Officer,
NCRA-TIFR ,Pune University Campus,
Post Bag No-3, Ganeshkhind,
Pune-411007

Sub:- Bank Details for payment through Electronic Mode i.e. NEFT/RTGS

Sir,
It is requested that settlement of all our bill/s from now onwards may please be made through Electronic Mode (NEFT/RTGS). The details of My/our bank account are as under:-

1. Beneficiary Name

2. Full Address

3. IFSC Code

4. Bank Account No.
(Full Account Number to be furnished for making payment to be made through Electronic Mode)

5. Type of Account viz Saving A/C / Current A/C / Cash Credit A/C / Overdraft

6. MICR No.

Note: 1st three digit & last of 3 digit of MICR No. Should not be zero.

7. Name of the Bank: ……

8. Full Address of the Bank: ……

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for any reasons, We will not hold NCRA TIFR Pune responsible and agree to discharge the responsibility expected of us as a participant under the scheme.

Yours Faithfully
( )

Signature of authorized Officer of the company

Name
Designation
Company's seal
Date

ANNEXURE - N

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 Profit	Net Loss
2014-15			
2015-16			
2016-17			
2017-18			
2018-19			

(i) Gross Annual turnover on construction works.
(ii) Profit/Loss.

II. Financial arrangements for carrying out the proposed work.
III. Solvency Certificate from Bankers of the bidder in the prescribed Form "B".

For _____

Chartered Accountants

Name & Signature :

Company Seal & Phone No .:

Date :

Annexure: "O"

SOLVENCY CERTIFICATE

FORM OF BANKERS' CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that M/s..... Sh.....having marginally noted address, a customer of our bank are/is respectable and can be treated as good for any engagement upto a limit of Rs..... (Rupees.....)

(Signature) For the Bank

NOTE : (1) Bankers certificates should be on letter head of the Bank, sealed in cover addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners as recorded with the Bank.

Annexure: "P"

CERTIFICATE OF VISIT TO THE SITE

Tender No.: **NCRA:WF117:PUB405:2019**

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

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

where the tendered work is to be carried out.

Name & Signature of Bidder :

Designation :

Company Seal & Phone No .:

Date :

Name & Signature of Centre's Representative:

Date :

Annexure - Q

UNDERTAKING

1. We have studied the complete tender document and accept all the terms and conditions except those specified in **Annexure D.**

2. It is certified that my firm/agency/company has never been black listed by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies / Municipalities and no criminal case is pending against the said firm / agency as on **date of bidding**.

3. Works carried out by us shown in **Annexure 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**	:

Annexure - R
Schedule - F

Sr.No. 1

Name of the Work	Fabricating , Supplying and fixing in position pushback and auto tip up auditorium chairs 214 Nos. for the auditorium in the Multipurpose building, GMRT Khodad, Tal. Junnar, Dist. Pune 410504.
Scope and Location of the work	GMRT Khodad, Tal. Junnar, Dist. Pune 410504
Estimated Cost of Work	**17.68** Lakhs
Earnest Money Deposit	Rs. 35,400/-
Performance Guarantee	5 % of Contract Value
Security Deposit	5 % of Contract Value
Time allowed for Execution	60 working days from the date of handing over of the site.
Schedule of Quantities (Enclosed)	Refer Chapter – 6

Sr.No. 2

General Rules and Directions	
Tender Inviting Authority	Centre Director NCRA-TIFR Pune

Sr.No. 3

Definitions :		
1	Engineer	Group Coordinator Civil and Electrical
2	Accepting Authority	Centre Director NCRA – TIFR Pune
3	Department	NCRA- TIFR Pune
4	Standard Contract form of Dept.	Item Rate Tender

Annexure - R

Schedule - F

Sr.No. 4

i) Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance / WO.	21 days
ii) Maximum allowable extension beyond the period (provided in – i) above.	Centre will levy an **interest of fee @ 0.1% of Performance Guarantee per day**, if there is any delay in submission of Performance Guarantee.

Sr.No. 5

Authority for fixing compensation.	Group Coordinator Civil and Electrical.
Number of days from the date of issue of letter of acceptance / WO for reckoning date of start.	10 days
Gross work to be done together with net payment / adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment.	--------

Sr.No. 6

Specifications to be followed for execution of this work	As per Tender documents.

Technical Specifications Note and General Notes.

1 Stand : The stand is made of HRCA confirming to IS 1994 of C channel having size 60mm w X 2 mm thk with vertical column of M.S. hollow square/rectangular pipe of design cross section with minimum size of (25x50x1.63) mm, welded to foundation plate of designed size and thickness with minimum size (100x195x2.0) M.S. plate. The plate shall be fixed using 4 nos. 10 mm dia anchor fasteners of minimum length 100mm. (M10X100)

2. Chair seat and back frame for chair with center to center distance 535 mm and back height 720 mm with cushion : Back and Bottom frame of ERW Tube / IS :3074 2005
a) Cushion Frame - ERW Tube / IS :3074 1976 GRADE 19 dia 1.2mm thick, with S Spring 2.9mm to give cushioning effect 350mm long.
b) Back Rest - ERW Tube / IS :3074 1976 GRADE 22 dia 1.6 mm thick, with S Spring 2.9mm to give cushioning effect 390mm long.
3. **The seat** shall be upholstered with approved fabric as per specification. The cushion thickness for seat shall be 170mm.
4. The back of chair PU (For specs of Polyurethane Foam see the table below):
(i) Density: 50 ± 5 Kg/M3 / JIS K 6401
(ii) Constant Compression Set: (Max. 13%) JIS K 6401.
(iii) Cushion – 450X510X170MM ± 10MM
(iv) Back Rest – 720X475X150MM ± 10MM
(v) FR grade material confirms to FMVSS 302. For horizontal test only.
The back face of chair back shall be covered with rigid shell made of 2.5 mm PPCP injection molding as per our design and color. The chair & cushion shall be in ergonomically designed contour having varying thickness from 150mm at bottom to 120mm at top.

5. Push back Mechanism & Auto tip mechanism :-
For Auto Tip-up – Torsion Spring /Spring Steel IS : 4454 1981 GRADE 2 (part i),
For Push Back mechanism – tension Spring / Spring Steel IS : 4454 1981 GRADE 2. Sliding mechanism will have travel of max 30mm forward
1- Roller and ball cage mechanism for sliding
Size – channel 33X210MM, 2MM Thick.
6. Arm rest :- These shall be made up of C. P. teak wood. The arm rests size must be 425mmX 80mmX 25 mm thick in one piece, of approved design & pattern with melamine polish. The armrest shall be common for intermediate chairs and shall have side cushioned covering for chairs at the end of each row.
7. Side panels :– All side panels to be of 12 mm, plywood covered with fabric & fused with foam, side panel to cover all metal parts.

8. Upholstering:- Upholstering should be of approved (**by client /consultants**) fabric Color & shade of net cost not less than Rs. 500 per meter. The fabric should be treated for water repellent. Treated FR fabric (FMVS 302 std to meet) NB. The cost considered for the Upholstering fabric may please be specified.

9 Row & Seat No. : Row number for side chairs and seat no. for seat and back of each chair should be provided.

10. Technical notes:-

a) All metal parts subjected to seven tank pre-treatment process followed by powder coating of thickness 60-70 micron to withstand salt spray test of Tested 300hrs..
b) Welding process shall be MIG/CO2 only
c) General tolerance for polyurathene parts shall be ± 10mm.
d) Teak wood – Only seasoned and knot / crack free C. P. teak wood to be used.
e) Ply wood – Only new & latest stock of first grade phenol bonded plywood of Green ply (Green marine)/ century (club prime) make confirming IS: 710, BWP grade to be used.
f) Seat cushion should have an inclination of 1" towards the back. Cushion for seat must be designed for proper thigh and hip support. Back must be designed for lumber support and support for shoulders.
g) If any gap between chairs left after the fixing of a row of chairs, the same shall be filled by providing a table top with necessary framework to match with specification of chairs. The cost of chairs include the provision of above arrangement as shown in drawing and no extra payment shall be entertained.

11. Polyurethane foam

Sr. No.	Property	Unit	Specification		Test Method
			Seat	Back	
1	Apparent Density (Core Density)	Kg/m³	50 ±5	48±5	ISO 845- 1988
2	IFD @25%	Kg/314 cm²	15-18	11 – 14	ISO 2349 -1997
3	IFD @40%	Kg/315 cm²	21 - 24	17 – 20	ISO 2349 – 1997
4	Tensile strength	Kg/cm²	> 1.1mm	>1.0mm	ISO 1798 – 1997
5	Tear Strength	Kg/cm²	>0.5mm	>0.5mm	ISO 8067 – 1989

12. MODE OF MEASUREMENT :

This work shall be measured on number basis.

13. RATES :

Rates quoted by the contractor for the work shall include cost of all materials and labour required to complete
the work as per item description, as per above specifications and as shown in the drawing.

14. General Notes :

a. **One sample chair shall be produced at GMRT, Khodad, for inspection and approval. All remaining chairs should be of the identical to the approved sample with correction as suggested.**

b. **The tenderer have to furnish for the chairs guarantee for minimum 1 year.**

c. **If it is necessary and require, the institute reserve right to make simple / small changes in the material depend on the site condition, for the L1 bidder.**

d. **If the supplied chair are not identical / similar to the approved final sample, the same will be rejected and the bidder has to replace the same at no extra cost.**

Price Bid

SCHEDULE OF WORK, QUANTITY AND RATE

(To be submitted in a separate sealed Envelope)

Fabricating, Supplying and fixing in position pushback & auto tip up auditorium chairs for the auditorium in the MP building, GMRT Khodad.

Sr No	Description of the item	Unit	Qty.	Unit Rate Rs.	Total Amount Rs.
1	Fabrication, Supplying of pushback with auto tip up auditorium chairs, synchro slide sliding mechanism, PPCP (Polypropylene Copolymer) injection moulded / Thermoplastic housing for seat cushion & backrest. The scope of work shall also include 80 mm wide arm rest in CP teakwood of specified size. Structure such as back & bottom frame of ERW tube made as per IS:3074-2005 and wing component in channel frame of HRCA sheet metal with wooden upholstery and sliding mechanism. **(Chair handle to chair handle c/c shall be min 535mm)** The seat shall be 510 mm deep x 450 mm wide at 450mm ± 10 mm from finished floor level and chair back of size 500mm wide x 720mm height with 1030 mm height from finish floor level suitable for steps of riser 138 mm height and tread of 1000 mm wide. Chair rows are in curved shape. **Provision for including LED chair lights and respective numbers for the chairs and aisles as per chair layout, but to be confirmed at the time of order.** The back rest seat profile shall be confirming to ergonomically design profile ensuring lumber support. The fabric **(samples should be approved by consultants),** anchoring with fasteners, structural frame, PU foam, spring/mechanism, wing component etc shall be as per relevant standard or Indian standard and shall be carried out as per drawing. Specification and as directed by Engineer.	No	214		
2	Fixing in position of chairs as per specification and chair layout drawing of Auditorium.	No	214		

NOTE : 1. Bidders must quote rates both Sr. No. 1 and 2 above, failing which bid will not considered.

2. Rate shall include the cost of material, labour, tools, plants, transportation, wastage and fixing at site etc. to complete the work in all respect as per item description, technical specifications, drawing and directed by the Engineer / Group Co-ordinator.

Date :

Place :

Company Seal & Phone No. :

Signature of Bidder :

Name & Designation :

Company Name & Address :

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535
1030
535
450
565±10
NOTES
1) ALL DIMENSIONS ARE IN mm
GIANT METERWAVE RADIO TELESCOPE
TATA INSTITUTE OF FUNDAMENTAL RESEARCH
TITLE:-
AUDITORIUM CHAIR
UNITS:- mm
SHEET SIZE:- A3
DATE
NAME
SIGN
DRN
27.12.19
R.K.L
CHD
APPD
SCALE
1:3
SHT.NO:- 1 OF 1
DRG NO:- GMRT-03-014-CH-01-00
R.NO
DATE
MODIFICATION
CHKD

GROUND FLOOR PLAN

SCALE- 1:50

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- ALL MASONRY CLEARANCES, ETC. SHOULD BE CHECKED AND PROVIDED BY THE CONTRACTOR AND ANY DISCREPANCY SHOULD BE BROUGHT TO THE NOTICE OF THE ARCHITECT BEFORE COMMENCEMENT OF WORK
- FOR ALL SERVICES REFER SERVICE CONSULTANTS DRAWINGS

KEY PLAN SCALE 1:500

DATE	NO	REVISIONS / PRINTS ISSUED TO
15-10-2015	1	CLIENTS INITIAL SUBMISSION

NARENDRA DENGLE & ASSOCIATES ARCHITECTS
THE PARNAPRIYA CO-OP HOUSING SOCIETY, KOREGAON PARK ROAD, PUNE 411001 INDIA
TEL/FAX : 91 20 26137124, 26131060 E-MAIL : narendradengle@gmail.com

SIGNATURES

PROJECT
MULTIPURPOSE BUILDING AT GAMIT
KHODAD,
TAL. JUNNAR DIST. PUNE

CLIENT
DIRECTOR-NCERA

BUILDING: AUDITORIUM
DRAWING: AUDITORIUM PLAN AND DETAILS 1/4
DEALT: SHIVANI
CHECKED: ND
SCALE: MENTIONED
DATE: 23.09.2015

DRAWING STATUS: TENDER DRAWING

JOB CODE	DRAWING NUMBER
306	A-L(42)01