

TENDER NOTICE NO. 2 /2020-2021

Public Tender No. : NCRA:WF084:PUB 408:2020

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

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

Description of Work	Bid Security (EMD)
Providing building maintenance and upkeep services (Housekeeping) at NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007, Maharashtra, India.	Bid Security Declaration as per our format (Form G) to be submitted on company's letter head.
Estimated Cost: ~ Rs. 45 Lakhs. (including of GST) per year.	Tender Fee : Rs. 500/- (Rupees Five Hundred by way of Demand Draft in favour of "TIFR" payable at Pune).
Type of Tender : Two Bid	

DURATION OF THE CONTRACT:

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

Downloading of Tender	From : 10.12.2020, 09.30 hrs. To : 30.12.2020, upto 18.00 hrs.
Submission of Tender	From : 21.12.2020, 09.30 hrs. To : 01.01.2021, upto 18.00 hrs.
Opening of Techno Commercial Bid (Part I). (If sufficient bids are received).	On : 04.01.2021 at 15.00 hrs.

2. **Eligibility Criteria:** Bidder must meet the eligibility criteria specified below and must submit documents in support of the same in the technical bid.
- Bidder must have fully functioning office in Pune and must be in the business of providing housekeeping services.
 - Bidder must visit the **NCRA Premises** to understand the site where the work is to be carried out and must submit site visit Certificate as per **Form M**.
 - Bid must be valid for a minimum period of **120 (One Hundred Twenty Days)** from the due date for submission of bid.
 - Bidder must submit Solvency Certificate (not prior to **01.03.2020**) for a minimum amount of **40% of the estimated cost** from their bank.

- e) Bidder must have an average turnover of **30% of the estimated cost** for past three years.
- f) Bidder should have executed similar works of Providing building maintenance and upkeep services (Housekeeping) of value stated below **seven years** prior to 31.03.2020 i.e. between 01.04.2013 to 31.03.2020.
- One single work costing not less than 80% of Estimated cost OR
 - Two works each costing not less than 60% of Estimated cost OR
 - Three works each costing not less than 40% of Estimated cost

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

Copies of orders executed in support of the same must be submitted.

- g) Bidder must submit Chartered Accountant's Certificate showing their turnover and Profit & Loss for the past Financial **5 years** i.e. prior to 31.03.2020 i.e. for 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and must have made profit atleast for three years out of these Five years.
Do not enclose copies of Profit and Loss and Balance Sheets statement and IT returns.

- h) Bidder must be able to make payment as per our Schedule in **Chapter 4**.

- i) Bidders must have valid Shop Act License, Company Act Registration, Valid GST registration Number, Valid Employees Provident Fund (EPF) registration, ESI Registration No., Contract Labour License (if applicable) and other registration which are mandatory for any Labour Contract as on date of bidding.

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

Performance Guarantee of 3% of the estimated cost of the tender and Indemnity Bond as specified in the tender document.

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

3. **General Information about Bidding :**

- a. Bidding document can be downloaded from our website
<http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> 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 1 – Techno-commercial Bid & Part II – Price Bid** with all documents sought in eligibility criteria with charges in a sealed envelopes duly superscribed with tender no. & due date must reach Purchase Officer, NCRA-TIFR, Pune University Campus, Ganeshkhind, Pune-411007, India. The Techno Commercial bid will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time

alongwith authority letter from their company. In the event of the date specified for bid receipt and opening being declared as a closed holiday for NCRA's office, the due date for submission of bids and opening of bids will be the following working day at the same time.

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

- d. **RIGHT TO REJECT ANY OR ALL BIDS:** NCRA reserves the right to accept or reject any or all bids without assigning any reasons there for. NCRA also reserves right to reject bids during technical evaluation, based on past performance, experience or any other criteria. Price bid will be considered only for those bidder who qualifies technical evaluations. **However, price bids of value (Service Charges) 0.999 or less will be rejected.**
- e. Bids must be accompanied by **Bid Security Declaration towards Earnest Money Deposit and Demand Draft towards the Tender Fee** specified above without fail.
- f. **Exemption from Tender Fee will not be applicable even if bidder is registered as MSE. Bids submitted without Tender Fee and Bid Security declaration will be summarily rejected.**
- g. NCRA is not responsible for delay or loss of tender document / bids in transit.
- h. **Bidders are requested to visit our website <http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> regularly to check for addendum /updates if any pertaining to this tender.**
- i. **The bid** to be submitted within the due date and time in envelope and marked on top the Tender No., due Date in Bold Letters.
- j. Please see attached sheet for conditions of tender.

PURCHASE OFFICER



NATIONAL CENTRE FOR RADIO ASTROPHYSICS
Tata Institute of Fundamental Research
Pune

Public Tender No.

NCRA:WF084:PUB408:2020

Providing building maintenance and upkeep services (Housekeeping) at NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007, Maharashtra, India.

CHECK LIST

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

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

18	Price bid – Chapter 6 (Part II - Schedule showing the service Charges) submitted in separate sealed envelope	Yes / No
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Date : _____ Signature of Bidder : _____

Name & Designation : _____

Place : _____ Company Name & Address : _____

Company Seal & Phone No. : _____

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INSTRUCTIONS TO BIDDER (ITB)

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A – Introduction

1.1 *Preamble*

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

All rates are supposed to have included the following concerns:

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

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

1.2 *Eligible Bidders*

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

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

1.3 *Cost of Bidding*

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

1.4 *Contract Rate / price*

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

B - The Bidding Documents

1.5 Content of Bidding Documents

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

1.6 Clarification of bidding documents

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

1.7 Amendment of Bidding Documents

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

C - Preparation of Bids

1.8 Language of Bid

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

1.9 Conditional Discount

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

1.10 Bid Currency

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

1.11 Period of Validity of Bids

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

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

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

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

1.12 Status of Individual signing the offer

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

D - Submission and sealing of Bids

1.13 Submission, Sealing and Marking of Bids

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

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

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

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

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

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

Please do not submit bid with comb binding.

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

1.14 Deadline for Submission of Bid

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

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

1.15 Late Bids

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

E - Opening and Evaluation of Bids

1.16 Opening of Bids

- 1.16.1 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.
- 1.16.2 a) Bid that are received late shall not be considered further for evaluation, irrespective of the circumstances.
- b) Bidders interested in participating for bid opening, should depute their representatives along with an authority letter to be submitted to the Centre at the time of bid opening.**
- c) Only one representative of each bidder will be permitted during opening of bids and they must comply with the safety measures for **Covid-19 followed by the Centre.**

1.17 Confidentiality

- 1.17.1 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.
- 1.17.2 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.

1.18 Clarification of Bid

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

1.19 Preliminary Examination

- 1.19.1 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.
- 1.19.2 All the bids received will first be scrutinized to see whether the bids meet the basic requirements as incorporated in the bid document. The bids, which do not meet basic requirements, will be treated as unresponsive and ignored. ***The following are some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:***
- (i) The Bid is unsigned.
 - (ii) The Bidder is not eligible.

- (iii) The Bid validity is shorter than the required period.
- (iv) Tender Fee and/or Bid Declaration not submitted with technical bid.
- (v) Bidder has not agreed to give the required Performance Guarantee.
- (vi) Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in the price.
- (vii) The bidder has not agreed to some essential condition(s) incorporated in the bid.
- (viii) **“If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.**
- (ix) The bidder had not completed previous contract of NCRA satisfactorily.

1.20 Responsiveness of Bids

- 1.20.1 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.
- 1.20.2 Centre’s determination of a bid’s responsiveness will be based on the contents of the bid itself.
- 1.20.3 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.

1.21 Non-Conformity, Error and Omission

- 1.21.1 Provided that a bid is substantially responsive, Centre may waive any nonconformity or omissions in the bid that do not constitute a material deviation.
- 1.21.2 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.
- 1.21.3 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.

- 1.21.4 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.
- 1.21.5 In case of any tender where Service Charges is unrealistic, such a bid is liable for rejection.
- 1.22 Examination of Terms & Conditions, Technical Evaluation
- 1.22.1 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.
- 1.22.2 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.
- 1.23 Evaluation and comparison of bids
- 1.23.1 Centre shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.
- 1.23.2 To evaluate a Bid, Centre shall only use all the factors, methodologies and criteria defined in the bid documents.

F- Award of Contract

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

CHAPTER 2

GENERAL CONDITIONS OF CONTRACT (GCC)

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2.1 Amalgamation/Acquisition

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

2.2 Application

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

2.3 Change Orders and Contract Amendments.

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

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

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

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

2.4 Assignment

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

2.5 Termination for Default

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

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

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

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

2.6 Force Majeure

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

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

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

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

2.7 Termination for Insolvency

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

2.8 Termination for Convenience

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

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

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

2.9 Discrepancies & Order of Preferences:

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

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

2.10 Governing Language

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

2.11 Applicable Law/Jurisdiction

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

2.12 Notices

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

2.13 Lien in respect of claims in other contract

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

2.14 With-holding and lien in respect of sums claimed

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

2.15 Settlement of Disputes

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

CHAPTER - 3

SPECIAL CONDITIONS OF CONTRACT (SCC)

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1	Terms of Tender Evaluation committee
2	Bid Security Declaration
3	Performance Guarantee
4	Income Tax
5	GST
6	Duration of Contract
7	Payment terms
8	Other Conditions of Contract
9	Applicable Law
10	Contact Person

CHAPTER – 3
SPECIAL CONDITIONS OF CONTRACT

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

3.1 Bids will be evaluated by a Tender Committee.

3.2 Terms of the Tender Evaluation Committee (TEC)

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

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

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

3.3 Bid Security Declaration :

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

3.3.1 Bid Security

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

3.4 Performance Guarantee

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

3.4.1 Quantum of Performance Guarantee

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

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

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

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

3.4.2 Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft / 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 after the completion of the work/contract period without any interest.

3.4.4 Forfeiture of Performance Guarantee

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

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

3.5 **Income Tax**

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

3.6 **GST** : 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 as applicable will be deducted and certificate will be issued.

3.7 **Duration of Contract:**

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

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

3.8 **Payment :-**

3.8.1 The payment will be made as under:-

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

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

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

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

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

(i) GST TDS if applicable.

(ii) Income tax as applicable and

(iii) any other dues.

3.9 **OTHER CONDITIONS OF CONTRACT :**

3.9.1 (a) The Centre is:

National Centre for Radio Astrophysics

Tata Institute of Fundamental Research

Savitribai Phule Pune University Campus, Ganeshkhind,

Pune - 411007, Maharashtra, India

Phone : +91 20 2571 9000/9111

Fax : +91 20 25692149

E-mail : purchase@ncra.tifr.res.in

(b) The place where services will be provided:

**National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Savitribai Phule Pune University Campus, Ganeshkhind,
Pune - 411007, Maharashtra, India
Phone : 020-25719000, 9111
Contact Person : *Shri Vinod Verma, Administrative Officer***

3.9.2 Safety & Security :

Contractor will be responsible for the safety and security of all their workmen and staff and will ensure to maintain necessary records for payment and other details as per the prevailing Procedures and Acts. Contractor will be fully responsible for any personal injury, accident, death of your personnel and shall take proper precautions against any such loss or damages. Contractor is full responsible for legal compliances, legal procedures, statutory payments applicable etc. without involving NCRA for its execution.

The contractor is fully responsible to make good all losses / thefts damages, to the institute property by their workers.

3.9.3 Indemnity Bond

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

3.9.4 The Contractor should ensure that their workers do not roam in the premises, other than the assigned work place, without permission.

Workers should not spoil the area such as toilets, canteen, corridors, pathways, roads, etc. by spitting, throwing garbage, etc.

Workers should not make noise near the office areas.

Workers should not cut trees, pluck flowers, pick up any material laying in the campus, etc.

3.9.5 Items brought for carrying out work at Centre's site cannot be taken out without valid permission. They should be shown to the authorized representative while bringing in the NCRA.

3.10 Applicable Law and Jurisdiction of Court

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

3.11 Contact Person :

For co-ordination of work kindly contact Shri Vinod Verma, Administrative Officer / Shri D.V. Pawar at National Centre for Radio Astrophysics, Tata Institute of Fundamental Research, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007. Fortnightly basis the contractor should meet the Head (A&F) for updates.

Phone : +91 020-25719000 / 020 25719111

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

CHAPTER – 4

Scope of Work – Other standard Definitions

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1	Definition of Terms
2	Scope of work
3	General Conditions
4	Manpower
5	Payment Terms and Procedure
6	Schedule of Wages

CHAPTER - 4

Scope of Work – Other standard Definitions

DEFINITION OF TERMS

Page 1 of 1

- 1 ‘Centre’ means National Centre for Radio Astrophysics (NCRA), TIFR, at Pune University Campus, Pune – 411 007.
 - 2 ‘Contractor’ means the company or firm or party or a person, on whom the contract/order is placed to provide **Providing building maintenance and upkeep services (Housekeeping) at NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007, Maharashtra, India** along with allied duties and shall be deemed to include his successors, heirs, executors, administrators and authorised assignees, as the case may be.
 - 3 ‘Centre Director’ means the Centre Director of NCRA, who will be the overall in-charge of all activities of the Centre and whose decisions in all administrative and other matters related to maintenance will be final and binding on all concerned parties under this contract.
 - 4 ‘Work order’ means a written order, conveying acceptance of tender/offer of the party containing general & special conditions of the order. Also includes a letter, fax, email conveying acceptance of tender of the party with specified (or necessarily implied) conditions to be followed by a written order/an agreement, and includes any further amendment made to the order on the basis of mutual agreement of the parties.
 - 5 ‘Month’ shall mean the calendar month.
 - 6 ‘Person’ shall include a firm/s, companies, association of persons or other bodies, whether incorporated or not.
 - 7 ‘Parties to the order’ means the Contractor and the Centre.
 - 8 ‘Other authorised officer/officials or designated officials of NCRA/TIFR/GMRT means duly authorised official or officials, who will give instructions (in the absence of Administrative Officer OR designated representative) to the Contractor or his authorised representative, for performing his duties as Contractor **as per clause 2 above**.
- “NCRA Campus”- Includes all building, office and residential open areas, roads, Garden, including East Campus.

CHAPTER – 4

SCOPE OF WORK

page 1 of 1

- 1 NCRA has an Office Buildings, Canteen, Workshop, Hostel, Guest House, Garden Lawns and Housing Colony and an open area on the total land measuring about 19 acres (Hereinafter referred as NCRA Campus). The approximate open area (other than the space occupied by building is 5 hectors).
- 2 The scope of work includes day to day maintenance by cleaning and maintaining the buildings, roads and surroundings. It would cover the entire area of the NCRA campus and NCRA East Campus including other infrastructures. The building upkeep work should be carried out to the entire satisfaction of the Centre. The areas to be maintained will be instructed by our authorised officer.
- 2.1 The services are required to be provided on all days of the week. Accordingly, the Contractor should arrange weekly offs of his employees. The working hours shall be 8 hours per day excluding lunch/tea break of 60 minutes. The timings shall be as determined by the Centre. The contractor, depending on the requirements, should arrange the manpower by following all labour related legal provisions.
- 3 The contractor shall be permitted to stock/store the items required for the purpose of carrying out the work, in a place specifically allotted by the Centre.

This Store shall be under the contractor's custody. Items removed from this Store for day-to-day use shall not be left behind or scattered in the area of the Centre after the work is over. There should not be any claim for loss, damage etc. of any item or material. On termination or discontinuation of the work, the contractor will have to vacate the place allotted to stock/store his materials and hand over the vacant possession to the authorised official of the Centre forthwith in good condition and withdraw his manpower from the Centre premises.
- 4 The Contractor himself shall report to our Administrative Officer or a staff authorised and deputed by him daily, to receive instructions on the works to be carried out in the NCRA campus and submit a daily work report. On fortnightly basis or if required earlier, the contractor should meet the Head (A&F).
- 5 Apart from the above, contractor's staff would be required to load / unload, shift material, furniture, equipments etc. during the working hours, as and when required.
- 6 **ASSIGNING & SUBLETTING:** Assignment or subletting of this contract is strictly prohibited and shall result in termination of the contract with immediate effect without any compensation.

CHAPTER - 4

GENERAL CONDITIONS

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- 1 The Centre shall not be liable for any damages, compensation or loss in respect of or in consequence of any accidents or injury to the workers or other persons in the Contractor's employment. If any statutory authority imposes any penalty on any such account on the Centre, the contractor shall immediately reimburse to the Centre all such expenditure along with any overheads. Without prejudice to any other mode of recovery, the Centre shall be free to recover such payments from the contractor's **monthly bills / Performance Guarantee amount**.
- 2 The Contractor shall be responsible for due compliance of all legal provisions under the Contract Labour (R&A) Act, Minimum Wages Act, ID Act, Workmen's Compensation Act, Provident Fund Act, ESI Act, etc, in connection with the employment of his workers posted for duties at the premises of NCRA, Pune.
- 3 The Contractor shall obtain PF Account Numbers from the PF Authority in respect of the manpower deployed at the Centre and arrange to get their PF balances updated from the PF authority from time to time. After resigning, the Contractor shall help the concerned to withdraw his PF from the PF authority. Only the Contractor is entirely responsible for settlement of PF and ESI matters related to the manpower posted at the Centre, even if they resign.
- 4 The Contractor shall provide ESI cards to the manpower posted at the Centre and ensure all necessary help for enrolling them with ESI authorised doctors to enable them to get medical treatment whenever required.
- 5 NCRA, Pune will make necessary arrangements to provide to the contractor with required available equipment's and other materials.
- 6 The Institute reserves the right to cancel the contract at any time by giving **two month's** written notice. Extension of the contract may be considered with mutual agreement depending on the need of the Institute and based on the past performance of the contractor and other conditions.
- 7 The Contractor, if applicable, shall comply with all the provisions of Shop Act and submit a copy of valid Shop Act License, issued by the competent authority, specifically for providing Canteen services within 30 days from the date of award of the contract.
- 8 **PENALTY CLAUSE:** The contractor shall be responsible for executing the work in a peaceful manner and make payment to his manpower deployed as specified in the work. The Contractor shall deposit EPF and ESI contributions within stipulated time. The Contractor shall not retain any amount deducted from his manpower towards PF, ESI, Professional Tax etc. and shall not misuse it for his own purpose. **The contractor will pay his workers through Bank transfer / Cheque.** Any discrepancy, if found or observed, appropriate penalty by appropriate authority, will be imposed on the contractor and amount, if any, will be recovered from the Contractors bill or **Performance Guarantee**.

CHAPTER - 4

GENERAL CONDITIONS

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- 9 **SETTLEMENT OF DISPUTE:** For any dispute arising out of the contract, it should be the intention of both the parties to settle the matter amicably without referring it to the Court of Law. In case of any untoward incident or for any other disputes, a joint enquiry under the orders of Centre Director will be held and a decision will be arrived at, after mutual consultation between the parties. The decision of the Centre Director, NCRA, Pune will be final and binding. If any loss or damage is caused to the property of NCRA-TIFR due to negligence on the part of Contractors workers, NCRA/GMRT reserves the right to impose appropriate penalty for such loss or damage on the contractor, after the decision of Centre Director.
- 10 **Jurisdiction of Court:** Only the competent Courts of Law in Pune will have the jurisdiction in respect of any dispute, concerning this contract, over the arbitration proceedings, etc.

CHAPTER - 4

MANPOWER

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CONTRACTORS' OBLIGATION WITH REFERENCE TO DEPLOYMENT OF MANPOWER

- 1 **Duration of Contract:** Initially **One Year** from the date of issue of work order. Contract may be extended with mutual agreement for a further period of two years one year at a time, if services provided is found satisfactory and there is no change in condition of contract including service charges.
- 2 The Centre estimates that the scope of work will attract a manpower requirement of **Twelve workers (Unskilled) and One Supervisor (Semi-skilled)** to carry out the works related to **building maintenance & upkeep services (Housekeeping)** at NCRA Campus, Pune under this contract.

Short supply of manpower is not acceptable. The contractor should make arrangements to deploy replacement for any shortfall against the agreed number, on a daily basis. Any short supply will attract a penalty equivalent to the per-day wages payable to the manpower at the appropriate level depending on the extent of short supply.
- 3 The Contractor shall provide well-trained, disciplined and experienced manpower; and while on duty, all of them will be dressed in neatly maintained uniform approved by the Centre. The Contractor shall be responsible to provide replacement manpower to offset absence for any reason.
- 4 The workers detailed by the Contractor at the premises of NCRA-TIFR, Pune, for all purposes shall be the employees of the Contractor and shall be under his exclusive control and supervision. They shall, accordingly be dealt with and subject to the following conditions. The staff of the contractor should ensure that they do not smoke, chew tobacco, Guthkha, and consume liquor inside the Campus.
 - 4.1 The Contractor shall be responsible for selecting the workers and detailing them to carry out the **building maintenance and upkeep services (Housekeeping)**. In case, NCRA-TIFR, Pune specifically object to the posting of a particular person for performing duties at its premises, the contractor shall make immediate arrangement to replace such persons within 24 hours of being intimated.
 - 4.2 The Contractor shall comply with all the lawful directions and instructions concerning **building maintenance and upkeep services (Housekeeping)**, which will be given by the authorised representative of NCRA, Pune from time to time.
 - 4.3 The Contractor is required to provide additional staff at a short notice for a specified duration at NCRA, Pune at any time as required by NCRA, Pune. Additional payment for additional staff will be made at the agreed rates as per the work order. However, any requirements under this clause would need prior approval of Centre Director.
 - 4.4 The Contractor shall be at the liberty to transfer any of his workers for the reasons he feels appropriate in consultation with Administration NCRA, Pune and after making prior arrangements for the replacement.
 - 4.5 In case of replacement of any of the workers, the Contractor shall be responsible for giving necessary training/instructions to the new worker to enable him to work efficiently.

CHAPTER - 4

MANPOWER

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- 4.6 The Contractor or his Supervisor shall be available in the premises of NCRA, Pune during the working hours to meet the authorised official for taking necessary instructions and to supervise the contract workers under him.
- 4.7 The Contractor shall ensure regular and punctual attendance of his workers in the format provided by NCRA administration and further ensure that his workers perform their duties efficiently, diligently and to the full satisfaction of the Centre. The Contractor shall not employ any person who has not attained the age of 18 and not above 60.
- 4.8 Misbehavior by any of the Contractor's workers staff in the Institute's premises, while on duty during the working hours or while off duty outside the working hours will be viewed seriously. If the incident involves loss to the institute, due to theft or attempted theft, penal deduction is liable to be imposed on the Contractor, as deemed necessary to make good the loss, by the Centre Director on the recommendation of Administrative Officer.
- 4.9 The Contractor shall provide standard uniforms (2 sets per year) to all his workers and ensure that all his workers wear clean and well-maintained uniform with logo/badges of the contractor.
- 4.10 The contractor shall issue Identity card to all his workers and shall ensure that his workers are wearing / displaying the I cards while in premises.

- 5 **SAFETY & SECURITY:** The Contractor shall be fully responsible for the safety and security of his deployed manpower, which include any injury, accident, death of his manpower and he shall exercise all possible precautions to deal with any such loss or damage. The Contractor shall also promptly report, in writing, to the Centre, all cases of accidents and damages. However, irrespective of the cause and place of mishap/ accident/ injury during the execution of the work, the Contractor shall make immediate and adequate arrangements to render all possible aid to the victim(s).

Contractor is full responsible for legal compliances, legal procedures, statutory payments applicable etc. without involving NCRA for its execution.

The contractor is fully responsible to make good all losses / thefts damages, to the institute property by their workers.

- 6 **INDEMNITY BOND:** **The successful bidder shall**, by way of executing a bond on non-judicial stamp paper of appropriate value, indemnify the Centre against any loss, damage or liability arising out of any action, suit, dispute, claims, demands, or statutory Act, brought on or made against the Centre by Contractor's workers or any other person or any other agency, in connection with the work or in respect of any matters, thing done or committed to be done by the contractor in the execution of, or in connection with works, notwithstanding that the contractor took all reasonable, proper and necessary precautions against any loss or damage, ensure that such event will not affect the work and the Centre in any way. The indemnity given by the Contractor as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person, resulting in death or otherwise. The format of indemnity Bond enclosed as Annexure-VIII. Original Bond is to be submitted directly to our Accounts Section with copy of the same to be given to the Administrative Officer.

CHAPTER - 4

PAYMENT TERMS & PROCEDURE

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PAYMENT OF WAGES TO WORKERS ENGAGED BY THE CONTRACTOR AND REIMBURSEMENT OF THE SAME BY NCRA-TIFR.

- 1 The Contractor shall pay Basic Pay + Variable DA and Incentive and all other applicable components, if any given by the institute to all workers on a monthly basis, as mentioned in the **CHAPTER – 4 SCHEDULE OF WAGES PAYABLE** by Bank Transfer. The payment is to be made in the presence of authorized representative of NCRA-TIFR Centre. Monthly compensation is subject to change only due to variation, in accordance with the notification / order issued by the Ministry of Labour & Employment Govt. of India from time to time.
- 2 The Contractor shall pay to its workers according to the attendance sheet provided by NCRA administration.
- 3 The Contractor shall be entitled to service charges, as mentioned in the **Chapter 6 (Price Bid- Part II)** - a lumpsum amount only. No change in service charges during the currency of contract Period will be allowed.
- 4 The contractor shall first pay wages to his workers before 7th of every month and then submit the bill (in printed bill book format only) to the Administrative Officer, NCRA.
- 5 An amount of **Rs. 2,000/-** per head per year for 2 sets of uniforms shall be reimbursed. Same can be claimed along with the bill for the second month by the Contractor against a bill with a proof of uniform issued to employees.
- 6 **INCOME TAX:** Institute shall recover the Income Tax as applicable from all your bills and the amount so deducted will be credited to Income-Tax Department.
- 7 **GST: Will be paid extra. Kindly provide your GST No.
GST TDS as applicable will be deducted and certificate will be issued.**
- 8 The Contractor shall furnish a duly signed Indemnity Bond on a stamp paper of **Rs. 500/-** as per format enclosed as **Form – I**, after the award of contract.
- 9 The contractor shall inform the Centre sufficiently in advance the date and time of disbursement of salary / wages, which should be during working hours on a working day before 4.00 p.m. Monthly salary or any other disbursement to workers under the contract shall be made by cheque in the premises of the Centre only and in the presence of an authorized representative of the Centre. In case the payment is made 'online', account statement of every worker showing credit of monthly salary to their account must be presented to the Administrative Officer at NCRA, Pune.

CHAPTER - 4

PAYMENT TERMS & PROCEDURE

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- 10 The Contractor shall be fully responsible for making monthly payment to his workers on or before 7th of every calendar month for the work done in the previous calendar month, in the presence of nominated / designated representative of the Institute. The Institute, however, reserves the right to withhold the monthly bill amount payable to contractor, if the contractor fails to pay wages to his workers on or before the due date.
- 11 The Centre also reserves the right to terminate this contract in such events with immediate effect without notice and enter into another contract at the risk and cost of the defaulting Contractor for the balance period. No compensation, service charges will be paid to contractor in the event of such termination of the contract.
- 12 **PENALTY FOR FAILURE TO DISBURSE WAGES:** If the Centre Director/ Administrative Officer finds that disbursement of wages have not been made by the contractor to his workers, as per the terms of the contract and the reasons given by the Contractor are bad in law or the contractor unduly delays the disbursement of wages, the Centre reserves the right to arrange disbursement of wages and to effect appropriate recovery from the Contractor along with penalty at the risk and cost of the Contractor and no service charges will be paid to the contractor in such an instance.
- 12.1 If the contractor fails to make payment to their workers on or before the 7th day of the following months, the Institute may levy a penalty of Rs. 100/- per day / per worker until the contractor makes the payment to his workers.
- 13 The Centre reserves the right to use the **Performance Guarantee** given by the Contractor for making payments to his workers, in cases where the contractor fails to make the payment as per the above clauses and in accordance with Contract Labour (Regulation & Abolition) Act 1970, and for settling other dues payable to the Centre or to his employees, if any.
- 14 In case of controversies or disputes arising due to negligence or failure on the part of the Contractor to keep proper and updated documentation/license etc., the contractor shall be entirely responsible for the same and settle/resolve all such matters with his own effort and cost.
- 15 To enable the Centre to process monthly bill(s), it is essential that the Contractor encloses the Certificate of Compliance confirming that the contractor is complying with all the labour and statutory regulations requirements and self-attested copies of PF and ESI challan/receipt showing that the contractor has deposited the previous month's contributions, which includes shares of both the employer and employee to respective authorities. Original challans of PF, ESI deposits, etc. should be produced for verification at the time of submission of the monthly bills.
- 16 **PAYMENT TERMS :** Payment will be made by cheque / bank transfer to contractor within 10 working days after receipt of monthly bills, complete in all respects and duly verified and certified.
- 17 **PENALTY IN CASE OF LOSS OF PROPERTY OF THE INSTITUTE :**
In case any loss of Centre's property due to negligence in duty of deputed staff, the contractor shall adequately compensate to the Institute for such loss(es). In case of failure of payment of such loss, the same will be recovered from the monthly bill or from the **Performance Guarantee** of the contractor.
The contractor is fully responsible to make good all losses / thefts damages, to the institute property by their workers.

SCHEDULE OF WAGES PAYABLE

Details of monthly payment components to be paid to contract employees by the contractor.

Sr. no	Payment Components	(Unskilled worker / per month) (Rs.)	(Semi Skilled worker / per month) (Rs.)
1	Rates of wages including VDA per day (A)*	639	707
2	Bonus @ 8.33 % and leave salary @5.75 % of 'A'	89.9712	99.5456
3	HRA @ 5 % On 'A'	31.95	35.35
4	Total	760.92	841.8956
5	EPF @ 12% On 'A' (Restricted to Rs 1800/ PM) considering Monthly basic Rs.15000	69.23	69.23
6	EDLI @ 0.5 % On 'A'. Max Basic : Rs. 15000/-	2.88	2.88
7	Admin charges @ 0.5 % On 'A' (Min Rs. 500/- or above whichever is applicable will be paid).	2.88	2.88
8	ESIC @3.25 % On 'A'	20.7675	22.9775
9	ESIC @3.25 % On 'HRA'	1.038375	1.148875
10	Grand Total	857.71	941.0119
11	Round off	858	941
12	Total Monthly wages for 26 days per worker per Month	22308	24466
13	No. of persons to be deployed	Twelve Workers	One Supervisor

1	Uniform Allowance (2 Sets)	2,000.00** (per person per year)
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* Subject to variation based on Govt. Notification from time to time.

** will be paid to the contractor on condition mentioned at Sr. No. 5 of Chapter 4 (Payment Terms and Procedures).

The Contractor needs to indicate the service charges payable to him monthly, for every manpower to be deployed in the **Chapter – 6 Price Bid**. No change in service charges during the currency of the contract will be entertained. The wages to the manpower deployed shall show the details including the contributions towards EPF and other statutory levies, such as Bonus payable, on a monthly basis. The contractor is required to submit the detailed bill with proof of his payment of wages to the workers and provide copies of challans for EPF deposit as having deposited the employee's and employer's contributions with the respective authorities, within the stipulated period, by 10th of every month for processing the bill for payment.

CHAPTER - 5

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

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

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

COMPANY PROFILE
(To be filled in by the Bidder)

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

Signature of the Bidder :

Name & Designation :

Company Seal :

Date :

ELIGIBILITY CRITERIA

Sr.No.	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.					
1	Bidder must have fully functioning office in Pune and must be in the business of providing housekeeping services.						
2	Bidder must visit the NCRA Premises to understand the site where the work is to be carried out and must submit site visit Certificate as per Form M .						
3	Bid must be valid for a minimum period of 120 (One Hundred Twenty Days) from the due date for submission of bid.						
4	Bidder must submit Solvency Certificate (not prior to 01.03.2020) for a minimum amount of 40% of the estimated cost from their bank.						
5	Bidder must have an average turnover of 30% of the estimated cost for past three years.						
6	Bidder should have executed similar works of Providing building maintenance and upkeep services (Housekeeping) of value stated below seven years prior to 31.03.2020 i.e. between 01.04.2013 to 31.03.2020.						
	- One single work costing not less than 80% of Estimated cost OR						
	- Two works each costing not less than 60% of Estimated cost OR						
	- Three works each costing not less than 40% of Estimated cost						
	Copies of orders executed in support of the same must be submitted						
7	Bidder must submit Chartered Accountant's Certificate showing their turnover and Profit & Loss for the past Financial 5 years i.e. prior to 31.03.2020 i.e. for 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and must have made profit atleast for three years out of these Five years. Do not enclose copies of Profit and Loss and Balance Sheets statement and IT returns.	Period	Turnover	Profit	Loss		
		2015-16					
		2016-17					
		2017-18					
		2018-19					
		2019-20					
8	Bidder must be able to make payment as per our Schedule in Chapter 4 .						
9	Bidders must have valid :						
	Shop Act License						
	Company Act Registration,						
	Valid GST registration Number,						
	Valid Employees Provident Fund (EPF) registration,						
	ESI Registration No.,						
	Contract Labour License (if applicable) and other registration which are mandatory for any Labour Contract as on date of bidding.						
10	Successful bidder must be able to submit :- Performance Guarantee of 3% of the estimated cost of the tender 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 / Company Seal :

SCHEDULE OF EXPERIENCE SHOWING WORKS COMPLETED

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

Signature of the Bidder

Name & Designation

Company Seal

Date:

SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

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

BID FORM

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

Date:

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

Tender No.:

[insert number from Tender Notice]

To:

[insert complete name of Owner]

We, the undersigned, declare that:

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

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

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

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

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

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

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

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

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

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

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

(a) GST payable : _____ % extra

Your GST Tax Registration No. :

(b) Bid Valid Till :

(c) Payment terms : Yes / No
Specified in our tender acceptable

(d) Whether you will submit Performance
Guarantee, if order is placed as per our tender : Yes / No

(e) Your PAN No. : _____

(f) Whether you will submit Indemnity bond if order placed : Yes / No

Company Seal

Signature of the Bidder:

Name :

Designation :

Date :

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

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

Name and Signature

Of Authorized Signatory

And Company Seal

FORMAT OF DECLARATION REGARDING AMALGAMATION / ACQUISITION

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

1) Amalgamation/Acquisition

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

The contractual obligations are **Providing building maintenance and upkeep services (Housekeeping) at NCRA-TIFR, Savitribai Phule Pune University Campus, Ganeshkhind, Pune 411007, Maharashtra, India** as per the above mentioned Order.

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :

Format of Indemnity Bond

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

Work Order No. _____ Dt. _____

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

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

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

For and on behalf of M/s. _____

Date:

S E A L

Accepted By

for and behalf of NCRA (TIFR) Pune

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

(ON CA's Letter Head)

- l. 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
2015-16			
2016-17			
2017-18			
2018-19			
2019-20			

For _____

Chartered Accountants

Name & Signature :

Company Seal & Phone No. :

Date :

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.

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

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

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

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

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

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

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

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

FORM –L

Page 2 of 2

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

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

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

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

Signed and Sealed

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

Signature :

Name of the Officer :
with No.

Seal :

Email ID :

Phone No. :

CERTIFICATE OF VISIT TO THE SITE

Tender No.: NCRA:WF084:PUB 408:2020

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

Dear Sir,

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

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

where the tendered work is to be carried out.

Name & Signature of Bidder :

Name & Signature of Centre's Representative:

Designation :

Date:

Company Seal & Phone No .:

UNDERTAKING

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

Date :

Signature of the Bidder :

Place :

Name of the Bidder :

Company Seal:

Designation :

CHAPTER – 6

Price Bid

Page 1 of 1

PRICE SCHEDULE SHOWING SERVICE CHARGES PAYABLE

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

Signature of Bidder

Date:

Name

Designation