



NCRA • TIFR

राष्ट्रीय रेडियो खगोलभौतिकी केंद्र
National Centre for Radio Astrophysics
टाटा मूलभूत अनुसंधान संस्थान
Tata Institute of Fundamental Research

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ई-निविदा सूचना / E-TENDER NOTICE

18 मीटर एंटेना हेतु सिविल संरचना का निर्माण कार्य, जीएमआरटी वेधशाला, खोदाद, ता. जुन्नर, जि. पुणे – 410504,
महाराष्ट्र।

**Construction Of Civil Structure for 18 Metre Antenna at the GMRT
Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra.**

E-TENDER NO: NCRA:WF020:CPPP:2026-27



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PART A – NOTICE INVITING TENDER

1.0 Tender Notice

Online bids under Two- bid System are invited on behalf of Centre Director, NCRA-TIFR, Pune for award of contract for **Construction Of Civil Structure for 18 Metre Antenna at the GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra**. The details of the tender including the scope of work, technical specification etc is given in this tender document. All the prospective bidders are requested to go through the tender document before submitting their bids.

1	निविदा सं. / Tender No.	NCRA:WF020:CPPP:2026-27
	कार्य / सेवा / आपूर्ति का नाम Name of Work / Service / Supply	Construction Of Civil Structure for 18 Metre Antenna at the GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra
2	कार्य / सेवा / आपूर्ति की अनुमानित लागत Estimated Cost of Work / Service / Supply Estimated Cost of Work/Service	Rs.1.45 Crore (Including GST).
3	आपूर्ति/कार्य/सेवा का स्थान Location of supply/work/service	GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra
4	आपूर्ति/कार्य/सेवा का स्थान Online download of Tender documents	From 25.05.2026 to 24.06.2026 up to 1500 hrs Tender documents can be downloaded from CPPP portal https://eprocure.gov.in . The details of the bid notifications are available on NCRA-TIFR website http://www.ncra.tifr.res.in under the Current Tender Sections for reference and information. Bidders are required to submit their bids in online mode only through the CPP Portal.
5	निविदा का प्रकार Type of Bid	Two Part Bid (Technical & Financial -BOQ)
6	जमानत राशि Earnest Money Deposit (EMD)	EMD of Rs. 2.90 Lacs (Rupees Two lac ninety thousand only) . to be submitted to NCRA-TIFR directly in a separate sealed envelope so as to reach us on or before the due date of opening of technical bids. The EMD shall be in the form of Demand Draft/NEFT/PBG drawn in favour of TIFR Pune payable at Pune issued by Nationalised or Scheduled Bank. EMD will be refunded to the unsuccessful bidder after award of contract to the successful bidder.
7	बोली के पहले बैठक Pre-bid queries	Prospective bidders are requested to submit their pre-bid queries via email to sdp@gmrt.ncra.tifr.res.in or civil@ncra.tifr.res.in prior to the pre-bid meeting ie on or before 02.06.2026 by 1800 hrs . This will ensure that the queries can be addressed effectively during the meeting
8	बोली के पहले बैठक Pre-bid meeting and Site visit	*A pre-bid meeting with all the prospective bidders is scheduled to be held on Monday 04.06.2026 at GMRT Khodad at 1000 hrs . Interested bidders are invited to attend the same with a written statement of their query. (Those who are attending the Pre-bid meeting, should submit the copy aadhar card to NCRA via email to

		civil@ncra.tifr.res.in) on or before 02.06.2026 by 1800 hrs. *Site Visit and Pre bid meeting will be done on the same date.
9	Notification of amendments to the tender document	In case of any modification, suitable amendments to this tender document will be issued and the same will form part of the tender document. Prospective bidders are advised to regularly visit the NCRA-TIFR web site or the CPP portal. Corrigendum /amendments etc., if any, will be notified only on the NCRA-TIFR web site/ CPP portal and no separate advertisement will be issued for this.
10	Submission of Bids	The bids are required to be submitted online on the CPP portal i.e http://eprocure.gov.in . Under the Two bid system the Technical bid and Price bid are required to be uploaded separately on the portal.
11	Website for Online Bid Submission	https://eprocure.gov.in Bidders are required to submit their bids in online mode only through the CPP Portal.
12	Last date and time for online submission of bids	24.06.2026 up 1500 hrs
13	Date and time of opening of tender	25.06.2026 at 1500 hrs.
14	Period for completion of work	Entire work to be completed within one year from the date of handing over of site post placement of order (excluding monsoon period).
15	Security Deposit	2.5 % of tender value

KINDLY NOTE THAT ONLY ONLINE BID WILL BE CONSIDERED AGAINST THIS TENDER. Further, requests for postponement will not be entertained. Bids sent by post/Fax/email shall be rejected straightaway. Centre Director, NCRA-TIFR, Pune reserves the right to accept/ reject any or all tenders either in part or in full without assigning any reasons thereof.

Administrative Officer-C (P&S),
NCRA – TIFR, Pune

Note:

- 1) In case of any clarification with regard to submission of bids please contact Purchase Department, NCRA-TIFR, Pune ; Tel: 020-25719266-9276-9206.
Also, you may contact **Shri S.D. Patil** for any technical clarifications by email: sdp@gmrt.ncra.tifr.res.in or civil@ncra.tifr.res.in, Tel. 02132-258325/300/400/.
- 2) The bidders are advised to read the “Guidelines to bidders on CPPP’s e-procurement module” available at the end of this tender document before submitting their bids.

A) General Instructions:

1. The prospective bidder shall carefully examine and understand the specifications/conditions of the tender document/RFP and seek clarifications in writing during the pre-bid meeting, if required, to ensure that they have understood all specifications/conditions of tender/RFP. These clarifications should be sought before submission of bids. If no such clarifications are sought in writing, it will be taken that the Bidder has read, understood and accepted all the terms, conditions and specifications in the tender document/RFP.
2. The Bidder is required to upload a copy of this tender document/RFP, with all pages signed by the authorized person, to confirm that Bidder has read and understood the conditions of this tender document/RFP and that the proposal is submitted in full understanding and agreement of the requirements of NCRA-TIFR.
3. The Bidder shall bear all costs associated with the preparation and submission of the Bid, and NCRA-TIFR will in no case be responsible for those costs, regardless of the conduct or outcome of the bidding process.
4. NCRA-TIFR reserves its rights to amend any of the terms and conditions of the tender document. All such changes can be made up to one week before the last date of submission of bid. The notice of such amendment will be published on NCRA/CPPP website only. No separate advertisement will be issued in the newspapers for such changes / corrigendum's. All the prospective bidders are therefore requested to regularly visit the NCRA/CPPP website for any such updates.
5. The complete bid shall be online as per the specified formats only. The bids should be without alteration or erasures, except those to accord with instructions issued by the NCRA-TIFR or as necessary to correct errors made by the bidder, in which case such corrections shall be initiated by the person or persons signing the bid.
6. The bidder shall submit only one option, which is best suitable to meet NCRA-TIFR requirements. The bids submitted with more options shall be liable to be rejected.
7. The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and NCRA-TIFR, shall be in English only.
8. The bidder shall base his solution on the basis of continuous availability of spares/materials for at least 05 years, after the specified warranty/defect liability period (**whenever applicable**).
9. Wherever a specific form is prescribed in the Bid document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the said information. For all other cases, the Bidder shall design a form to hold the required information.
10. The Bidder shall explicitly indicate the non-compliance or deviation of the Solution offered in the Proposal to all the terms, clauses, conditions and specifications stipulated in this RFP. If non-compliance or deviation for any term, clause, condition or specification is not explicitly indicated, it will be construed as compliance and if successful in the bid, the bidder is obligated to comply with all the requirements (excluding those non-compliances explicitly accepted by NCRA-TIFR in writing) in toto.

11. Successful bidder shall perform all the obligations specified in accordance with the terms and conditions laid down in the tender document/RFP. All details provided by the Bidder should be specific to the requirements specified in this tender document/RFP. Detailed clarification may be provided by Bidder, if so desired by NCRA-TIFR. The Bidder shall specify the responsibilities of NCRA-TIFR, if any, separately for the successful implementation of the project.

12. Bidders shall ensure that all documents are uploaded with the Technical bids or Price bid. The “**TECHNICAL BID**” should contain the following documents:

- i) Registration / empanelment certificate with government organization / semi-govt organization / PSU / reputed private organization etc.
- ii) Scanned Copies of Demand Draft/ Pay Order for EMD & Tender Fees
- iii) Copy of PAN (Permanent Account Number) card.
- iv) List of similar works in hand & works carried out by them for last 7 years indicating
 - A) Agency for whom executed,
 - B) Value of work,
 - C) Completion time as stipulated and actual, or present position of the work
- v) Experience testimonials along with work orders and completion certificates.
- vi) Bank solvency certificate
- vii) Certificate of Registration for GST and Income Tax and acknowledgement of up to date filed return if required.
- viii) List of construction plant, machinery, equipment, accessories & infrastructure facilities possessed by the bidder
List of Technical staff possessed by the bidding agency.

B) Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) will be accepted only in the form of Insurance Safety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (any one) from any Nationalised or Scheduled Bank or payment online in an acceptable form, safeguarding the purchaser’s interest in all respects for the following purpose (Drawn in favour of “Centre Director, NCRA-TIFR, Pune”

	Earnest Money Deposit (EMD) (to be enclosed with Technical Bid-Part I)
In Figure	Rs. 2,90,000/-
In Words	Rupees Two Lakh Ninety Thousand only

No exemption in Earnest Money Deposit (EMD) shall be given.

Tenders submitted without the requisite amount of Earnest Money Deposit (EMD) shall be rejected and their commercial bids shall not be opened. No interest is payable on EMD.

The EMD will be returned to the bidders (s) whose offer is not accepted by NCRA-TIFR within one month from the date of the placing of the final order(s) to the selected bidder(s).

The Earnest Money Deposit will be forfeited If a bidder withdraws the bid during the period of bid validity specified in the tender OR fails to furnish Performance Guarantee within the stipulated time period mentioned in the tender documents.

Bank Details for online Transfer of payment : -

Bank A/c Name : TIFR
Name of Bank : Bank of India
Branch : Pashan Road, Pune
Bank A/c No : 051620110000508
IFSC code : BKID0000516

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with technical bid – Part-I).

C) 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 / services.

a. Quantum of Performance Guarantee

Performance Guarantee of 5% of total order value including all taxes, duties etc

Successful bidder, shall deposit an amount equal to 5% 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 and their EMD will be forfeited.

b. Forms in which Performance Guarantee can be submitted

Performance Guarantee should be in the form of Demand Draft in favour of TIFR, Pune OR Fixed Deposit Receipt (FDR) pledged in favour of TIFR, Pune OR Bank Guarantee (BG) in favour of Centre Director, NCRA-TIFR, Pune as per the prescribed format. The Bank Guarantee should be from any one of the nationalized banks or Scheduled Bank and to be executed on non-judicial stamp paper of appropriate value. The Bank Guarantee should be valid up to at least 2 months beyond the contractual date for completion of the order.

- c. Refund of Performance Guarantee
Performance Guarantee shall be released / returned to the contractor after the completion of the work/contract period + 2 months without any interest.
- d. 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.

D) Security Deposit:

The tenderer, whose tender is accepted, will also be required to furnish by way of Security Deposit for fulfillment of his contract.

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

A sum of **2.5%** of gross amount of the work order (including GST) value shall be deposited in the form of Fixed Deposit Receipt or Bank Guarantee or Demand Draft.

The Security Deposit shall be released after the defect liability period + 2 months reckoned from the date of completion as certified by Engineer-In-Charge.

- C) Acceptance of Tender:** The competent authority, on behalf of Centre Director, National Centre for Radio Astrophysics (NCRA), Tata Institute of Fundamental Research (TIFR), Pune, does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all the tenders received, without assignment of any reason. All tenders, in which any of the prescribed conditions is not fulfilled or any condition, including that of conditional rebates is put forth by the tenderer, shall be summarily rejected.

The Competent Authority, on behalf of the National Centre for Radio Astrophysics (NCRA), Tata Institute of Fundamental Research (TIFR), Pune reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rates quoted. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest tender or any other tender.

- F) **Validity of Tender:** The tender for the work shall remain open for acceptance for a period of **120 days** from the last date of submission of tenders. If any tenderer withdraws his tender before the said period, or before issue of Letter of Acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then National Centre for Radio Astrophysics (NCRA), Tata Institute of Fundamental Research (TIFR), Pune shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the retendering process of the work.

G) Levy / Taxes payable by contractor:

1. GST @18% on materials and services in respect of this contract shall be payable by the contractor.
2. The contractor shall deposit royalty and obtain necessary permits as required for supply of the sand, aggregate, stone etc. from local authorities.

- H) **Deduction of Income Tax** :As per Section 194-C of Income tax Act 1961, as amended by letter No. 275/9/72/9- TJ (Circular No. 86) dated 19.5.72 and No. 275/14/91-IT (B) (Circular No. 593) dated 5.2.91, received from Ministry of Finance, Department of Revenue, Central Board of Direct Taxes, New Delhi, the Income tax @ 2% and Surcharge thereon @12% (or any other amended rate by Ministry of Finance from time to time), of the gross value of the work done will be recovered from the bills. A certificate for the amount recovered will be issued by the Department.
- I) **Site visit by the tenderer before tendering:** Tenderers are advised to inspect and examine the site and its surroundings during working hours and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.
- J) **Signing of Tender and receipts for payments:** In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power-of-attorney authorizing him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act-1952. Receipts for payments made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
- K) **Tenderer's responsibilities:** The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice & all other contract documents, and has made himself aware of the scope & specifications of the work to be done and local conditions and factors having a bearing on the execution of the work. Water and electricity shall be provided for the work by NCRA-TIFR free of charge.
- L) **Signing of contract:** The Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of: the Notice Inviting Tender, all the documents including all conditions, specifications and drawings, if any, forms the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
- M) **Canvassing,** either directly or indirectly, in connection with the tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection and may be barred from future participation in NCRA-TIFR works.

Administrative Office-C (Purchase)
For and on behalf of NCRA-TIFR, Pune

The procurement shall be carried out through submission of online tenders only. No offer in physical form will be accepted and any such offer if received by NCRA-TIFR will be outrightly rejected. Tender documents can be downloaded from the website of CPPP www.eprocure.gov.in. The bids are to be uploaded/submitted in electronic form on website www.eprocure.gov.in.

The steps noted below shall be the general methodology to be followed by the bidders for submission of his bid on the E-procurement module of CPPP: -

1. It is mandatory for a tenderer to have a valid digital signature certificate issued by any of the valid Certifying Authority approved by Government of India for participation in tendering event at the time of submission of offer. The cost of digital signature will be borne by the respective tenderer.
2. Offer against the NIT has to be submitted online on e_procurement website mentioned in the NIT with valid digital signature certificate. The bidders shall be required to submit their offers in 2 separate parts (a) 'Technical & 'Un-priced Commercial Bid' and (b) 'Financial Bid'.
3. Submission of online Bids / Offers electronically against E-tendering: All interested bidders are requested to register themselves on www.eprocure.gov.in with their digital signature certificate with the user ID for participation in the tender. Kindly refer to the bidders manual kit available on the bidders section on above mentioned website for detailed procedure for bid submission or Bidders can take help of Helpdesk Center (18002337315) for registration and bid submission procedures.
4. The Unpriced Technical Bids and Price Bid have to be submitted online only. However, documents which necessarily have to be submitted in originals like EMD instruments if applicable have to be submitted offline.
5. The online offer, Pre-qualification details & Technical Bid, shall be opened as per the date and time mentioned in the NIT.
6. The Technical & Un-priced Commercial bids opened shall be scrutinized for technical commercial acceptability including the pre-qualification criteria. The offers not fulfilling these criteria as per the NIT shall be rejected outright.
7. The offer which meets the NIT requirements, technically (including pre-qualification criteria) and commercially, shall be eligible for further consideration.
8. Price bids of bidder shall be considered who fulfill the Eligibility criteria and techno-commercial requirement of NIT. Please read instructions given below before submission of Price Bid i.e. BOQ (spread sheet).
9. Bids should be submitted as per following instructions only:

(A) Technical Bid:

Packet 1: Scanned copy of "Technical Bid" along with the scanned copies of technical Details / Documents as per tender document

Packet 2: Scanned copy of DD / Pay Order (For EMD)

Signature of the Contractor

(B) FINANCIAL BID:

Financial Bid i.e. BOQ given with tender to be uploaded after filling all relevant information like rate. The Rate should be inclusive of all charges and no other charges shall be considered. The priced BOQ should be uploaded strictly as per the format available with the tender failing which the offer is liable for rejection (renaming or changing format of BOQ sheet will not be accepted by system)

The Evaluated Cost shown in the last column of the BOQ sheet is the amount on which the lowest bidder will be decided subject to the bid being found technically qualified.

(C) Please read following instructions before filling & submission of BOQ sheet:

- a. Please note that e-procurement system accepts the uploaded BOQ sheet only, any modification in file format or changing name of file will result in non-acceptance of your offer by e-Procurement System.
- b. **Kindly fill in the fields of the 'BOQ Sheet' as per the following instructions: Enter the complete name of the bidding firm/company in the designated field for "Bidder's Name." Provide the rate per unit and the applicable GST percentage in the respective columns, e.g., Item Rate: Rs. 500 and GST Percentage: as applicable in the next column. Ensure that values are entered only in the columns where the quantity is specified. Do not enter any value or number in rows or columns where no quantity is provided.**
- c. Please save your BOQ sheet (Financial bid) without changing name and format and upload this completed BOQ sheet in Finance Envelope (Part-II).

Signature of the Contractor

PART – C PRE-QUALIFICATION CRITERIA

Eligibility Criteria for Bidders

PRE-QUALIFICATION CRITERIA – to be filled as per the statement attached.

To qualify for participation in this tender, bidders must meet the following eligibility requirements:

PRE-QUALIFICATION CRITERIA

Sr. No	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.
1	Registration / empanelment with Government organizations like CPWD, MES, Railways, State PWDs etc./ Semi Government organizations, PSUs etc. appropriate class and having experience in execution of similar nature of works.	
2	Bidders must visit the site to know exact scope of work and to see site conditions etc. and they must be fully confident of carrying out the work tendered, site conditions etc. and submit certificate of visit as per <u>Annexure-VII</u> with their technical bid compulsorily.	
3	Average annual turnover for the last 3 financial years should be at least Rs.43.5 Lakhs.- , ending March 2025.	
4	Bid must be valid for a minimum period of 150 (One Hundred Fifty Days) from the due date for submission of bid.	
5	Bidders must have Experience of Similar works of having successfully completed at least during last 7 years as per following :	Work Order / Completion Certificate issued by the client.
	One similar work completed costing not less than 80 % of tender value or	As per the format specified in the tender document
	Two similar works completed costing not less than 50 % of tender value each; Or	As per the format specified in the tender document
	Three similar works completed costing not less than 40 % of tender value;	As per the format specified in the tender document
	a) The value of executed works shall be brought to current costing level by enhancing the actual value of work at simple rate of 7% per annum; calculated from the date of completion to the last date of receipt of applications for tender. b) Copies of work orders together with completion certificates duly signed by the competent authority to be submitted evidencing the above without fail.	As per the format specified in the tender document
6	The Bidders should not have been indicated for any criminal, fraudulent or corruption activity, blacklisted/debarred by any Central/State Govt./Semi Govt./ PSU/ Autonomous body.	As per the format specified in the tender document
7	The bidder should submit the Acceptance of the tender terms and conditions	As per the format specified in the tender document
8	The bidder should submit the Certificate of Compliance	As per the format specified in the tender document
9	The bidder shall submit a Bank Solvency Certificate issued by a Nationalized/Scheduled Bank , for a minimum amount of 40% of the estimated cost, i.e., Rs. 58 Lakhs . The certificate must be issued on or after 31.03.2026 and should be in the prescribed format (Annexure) enclosed with the tender document	As per the format specified in the tender document
10	Successful bidder must be able to submit: - Performance Guarantee, Security Deposit, Indemnity Bond, Performance Guarantee and other documents mentioned at Annexures wherever applicable.	As per the format 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.

A. Definitions:

- a) The ‘**Contract**’ means the documents forming the tender and acceptance thereof and the formal agreement executed between the Competent authority on behalf of the Centre Director, NCRA-TIFR and the Contractor together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Engineer-in-charge and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
- b) The expression ‘**Works**’ or ‘**Work**’ shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent and whether original, altered, substituted or additional.
- c) The ‘**Site**’ shall mean the land or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
- d) The ‘**Contractor**’ shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personnel representative of such individual or the persons composing such firm or company or the successors of such firm or company and the permitted assignees of such individual, firm or company.
- e) The ‘**Engineer-in-Charge**’ means the Engineer / Officer, who shall supervise and be in charge of the work on behalf of GMRT-NCRA-TIFR, Pune.
- f) ‘**Temporary Work**’ means all temporary works of every kind required in or about the execution, completion and maintenance of the works.
- g) ‘**Market Rate**’ shall be the rate as decided by the Engineer-in-Charge on the basis of the cost of materials and labour at the site where the work is to be executed plus 15% to cover all overheads and profits.
- h) ‘**NCRA-TIFR**’ means National Centre for Radio Astrophysics-Tata Institute of Fundamental Research, Pune.
- i) ‘**GMRT**’ means Giant Metrewave Radio Telescope (GMRT) situated at Narayangaon, Tal - Junnar Dist - Pune, State – Maharashtra.
- j) ‘**Tendered value**’ means the value of the entire work as stipulated in the letter of award / acceptance.
- k) **Time Limit:** The time allowed for carrying out the work reckoned from 10th day of the date of issue of work order OR from the date of handing over the site.

B. Declaration by tenderer: The tenderers shall sign a declaration under the Official Secret Act-1923 for maintaining secrecy of the tender documents, drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.

C. Filling up of rates: All rates shall be quoted on the tender form by the tenderers in figures and words. All rates shall be quoted on the prescribed tender form. The amount for each item should be worked out and requisite totals given.

- i. The rate(s) must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
- ii. If a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall, unless otherwise proved, be taken as correct.
- iii. If the amount of an item is not worked out by the tenderer, or it does not correspond with the rate written either in figures or in words, then the rates quoted by the tenderer in words shall be taken as correct.

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- iv. Where the rate quoted by the tenderer in figures and in words tally but the amount is not worked out correctly, the rate quoted by the tenderer will, unless otherwise proved, be taken as correct and not the amount.

- D. Quoted rates to include all taxes:** As per the directives of the Government Authorities, the tax due at the rates notified by the Government from time to time, shall be deducted from the bills payable to the Contractors, for which TDS certificate shall be issued by the Department.
- E. Action in case of unrealistic rates:** In the case of any tender where unit rate of any item (s) appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation, such a tender is liable to be disqualified and rejected.
- F. Contractor to depute his representative at site:** The successful tenderer for the work should have a responsible and responsive representative with adequate powers to take speedy decisions during the entire period of execution at the Workplace. On acceptance of the tender, the name of the accredited representative(s) of the contractor, who would be responsible for taking instructions from the Engineer-in-Charge, shall be communicated in writing to the Engr-in-Charge.
- G. List of works in hand:** The contractor shall submit list of works which are in hand / in progress in the following form:

Name of work	Name & address of the establishment under whom the work is being executed	Value of the work	Completion time as per the contract	Position of the works in progress	Remarks
1	2	3	4	5	6

- H. Sufficiency of Tender:** The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Bill of Quantities, at which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.
- I. Signing of Contract:** The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 15 days from the stipulated date of start of the work, sign the contract consisting of complete tender document including conditions, bill of quantities, drawings, if any, and acceptance thereof together with any correspondence leading thereto along with DAE Safety Code and Model Rules for the protection of health, sanitary arrangements for workers employed by DAE or its contractors, DAE Contractor's Labour Regulations, List of Acts and omissions for which fines can be imposed. No payment for the work done will be made unless the contract is signed by the contractor.

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1. TIME FOR COMPLETION OF WORK :

Entire work to be completed within **One year** from the date of handing over the site (***excluding monsoon period**) .

***The monsoon period shall be deemed to include all days during which construction activities are significantly hindered due to heavy rainfall. Such days will be documented and jointly acknowledged by both Engineer-in-charge and contractor.**

The period may be extended, if the reasons furnished are acceptable to the Centre.

2. Compensation for delay / Liquidated Damages : If the contractor fails to maintain the required progress in terms of contract or to complete the work and clear the site on or before the stipulated or 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 **1.5% per month of delay to be computed on per day basis** on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified or that the work remains incomplete. Provided that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the value of work order or value of the item or group of items of work for which a separate period of completion is originally given.

3. Determination of contract: Subject to other provisions contained in this clause, the Engineer-in-Charge may, without prejudice to his any other right or remedy against the contractor in respect of any delay, inferior workmanship, any claim for damages and /or any other provisions of this contract or otherwise, and whether the date for completion has or has not elapsed, by notice in writing absolutely determine the contract in any of the following cases:

- i. If the contractor having been given by the Engineer-in-Charge a notice in writing to rectify, reconstruct or replace any defective work or that the work is being performed in an inefficient or otherwise improper or unworkman-like manner shall omit to comply with the requirements of such notice for a period of 7 days thereafter.
- ii. If the contractor has, without reasonable cause, suspended the progress of the work or has failed to proceed with the work with due diligence so that in the opinion of the Engineer-in-Charge (which shall be final and binding) he will be unable to secure completion of the work by the date for completion and continue to do so after a notice in writing of 7 days from the Engineer-in-Charge.
- iii. If the contractor fails to complete the work within the stipulated date or items of work with individual date of completion, if any stipulated, on or before such date(s) of completion and does not complete them within the period specified in a notice given in writing on that behalf by the Engineer-in-Charge.
- iv. If the contractor persistently neglects to carry out his obligations under the contract and / or commits default in complying with any of the terms and conditions of the contract and does not remedy it or take effective steps to remedy it within 7 days after a notice in writing is given to him in that behalf by the Engineer-in-Charge.
- v. If the contractor shall offer or give or agree to give to any person in NCRA-TIFR or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other contract for NCRA-TIFR.
- vi. If the contractor shall obtain a contract elsewhere as a result of wrong tendering or other non-bonafide methods of competitive tendering.
- vii. If the contractor assigns, transfers, sublets (engagement of labour on a piece-work basis or of labour with materials not to be incorporated in the work, shall not be deemed to be subletting) or otherwise parts with

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or attempts to assign, transfer, sublet or otherwise parts with the entire works or any portion thereof without the prior written approval of the Engineer-in-Charge.

viii. If the work is not started by the contractor within 1 / 8th of the stipulated time.

ix. When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Centre Director, NCRA-TIFR shall have powers: To determine the contract as aforesaid (of which termination notice in writing to the contractor under the hand of the Engineer-in-Charge shall be conclusive evidence). Upon such determination, the Earnest Money Deposit, Security Deposit already recovered and Performance Guarantee under the contract, shall be liable to be forfeited, and shall be absolutely at the disposal of NCRA-TIFR.

x. After giving notice to the contractor to measure up the work of the contractor and to take such whole, or the balance or part thereof, as shall be unexecuted out of his hands and to give it to another contractor to complete the work. The contractor, whose contract is determined as above, shall not be allowed to participate in the tendering process for the balance work.

xi. In the event of above courses being adopted by the Engineer-in-Charge, the contractor shall have no claim to compensation for any loss sustained by him by reason of his having purchased or procured any materials or entered into any engagements or made any advances on account or with a view to the execution of the work or the performance of the contract. And in case action is taken under any of the provisions aforesaid, the contractor shall not be entitled to recover or be paid any sum for any work thereof or actually performed under this contract unless and until the Engineer-in-Charge has certified in writing the performance of such work and the value payable in respect thereof and he shall only be entitled to be paid the value so certified.

4. Contractor liable to pay compensation even if contract is not determined: In any case in which any of the powers conferred upon the Engineer-in-Charge under the contract, shall have become exercisable and the same are not exercised, the non-exercise thereof shall not constitute a waiver of any of the conditions hereof and such powers shall notwithstanding be exercisable in the event of any future case of default by the contractor and the liability of the contractor for compensation shall remain unaffected. In the event of the Engineer-in-Charge putting in force all or any of the powers vested in him under the preceding clause he may, if he so desires after giving a notice in writing to the contractor, take possession of (or at the sole discretion of the Engineer-in-Charge which shall be final and binding on the contractor), use as on hire (the amount of the hire money being also in the final determination of the Engineer-in-Charge) all or any tools, plant, materials and stores, in or upon the works, or the site thereof, belonging to the contractor, or procured by the contractor and intended to be used for the execution of the work / or any part thereof, paying or allowing for the same in account at the contract rates, or, in the case of these not being applicable, at current market rates to be certified by the Engineer-in-Charge, whose certificate thereof shall be final and binding on the contractor, his clerk of the works, foreman or other authorised agent to remove such tools, plant, materials, or stores from the premises (within a time to be specified in such notice); in the event of the contractor failing to comply with any such requisition, the Engineer-in-Charge may remove them at the contractor's expense or sell them by auction or private sale on account of the contractor and at his risk in all respects and the certificate of the Engineer-in-Charge as to the expenses of any such removal and the amount of the proceeds and expenses of any such sale shall be final and conclusive against the contractor.

5. Time Extension for delay: The time allowed for execution of the works as stipulated in the contract or the extended time in accordance with these conditions shall be the essence of the Contract. The execution of the works shall commence from such time period as mentioned in contract. If the Contractor commits default in commencing the execution of the work as aforesaid, NCRA-TIFR shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

As soon as possible after the Contract is signed, the Contractor shall submit a **Time and Progress Chart for each milestone** and get it approved by the Department. The Chart shall be prepared in direct relation to the time stated in the Contract documents for completion of items of the works. It shall indicate the forecast of the dates of commencement and completion of various trades of sections of the work and may

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be amended as necessary by agreement between the Engineer-in-Charge and the Contractor within the limitations of time imposed in the Contract documents, and further to ensure good progress during the execution of the work, the contractor shall in all cases in which the time allowed for any work, exceeds one month (save for special jobs for which a separate programed has been agreed upon) to complete the work as per the mile stones given.

If the work(s) be delayed by:

- i. Force majeure, or
- ii. Abnormally bad weather, or
- iii. Serious loss or damage by fire, or
- iv. Civil commotion, local commotion of workmen, strike or lockout, affecting any of the trades employed on the work, or
- v. Delay on the part of other contractors or tradesmen engaged by Engineer-in-Charge in executing work not forming part of the Contract, or
- vi. Non-availability of stores, which are the responsibility of NCRA-TIFR to supply or
- vii. Non-availability or break down of tools and plant to be supplied or supplied by NCRA-TIFR or
- viii. Any other cause which, in the absolute discretion of the Engineer-in-Charge is beyond the Contractor's control,

then upon the happening of any such event causing delay, the Contractor shall immediately give notice thereof in writing to the Engineer-in-Charge but shall nevertheless use constantly his best endeavors to prevent or make good the delay and shall do all that may be reasonably required to the satisfaction of the Engineer-in-Charge to proceed with the works.

Request for rescheduling of Mile stones and extension of time, to be eligible for consideration, shall be made by the Contractor in writing **within 14 days** of the happening of the event causing delay on the prescribed form. The Contractor may also, if practicable, indicate in such a request the period for which extension is desired. In any such case the **Engineer-in-Charge** may give a fair and reasonable extension of time and reschedule the milestones for completion of work. Such extension shall be communicated to the Contractor by the Engineer-in-Charge in writing, within 3 months of the date of receipt of such request. Non-application by the contractor for extension of time shall not be a bar for giving a fair and reasonable extension by the Engineer-in-Charge and this shall be binding on the contractor.

6. Measurements and Payments of work done:

- a) Engineer-in-Charge shall, except as otherwise provided, ascertain and determine by measurement, the value in accordance with the contract of work done. All measurements of all items having financial value shall be entered in Computerized Measurement Book and/or level field book so that a complete record is obtained of all works performed under the contract. All measurements and levels shall be taken jointly by the Engineer-in-Charge or his authorised representative and by the contractor or his authorised representative from time to time during the progress of the work and such measurements shall be signed and dated by the Engineer-in-Charge and the contractor or their representatives in token of their acceptance. If the contractor objects to any of the measurements recorded, a note shall be made to that effect with reason and signed by both the parties. If for any reason the contractor or his authorised representative is not available and the work of recording measurements is suspended by the Engineer-in-Charge or his representative, the Engineer-in-Charge and the Department shall not entertain any claim from the contractor for any loss or damages on this account. If the contractor or his authorised representative does not remain present at the time of such measurements after the contractor or his authorised representative has been given a notice in writing three (3) days in advance or fails to countersign or to record objection within a week from the date of the measurement, then such measurements recorded in his absence by the Engineer-in-Charge or his representative shall be deemed to be accepted by the Contractor.

The contractor shall, without extra charge, provide all assistance with every appliance, labour and other

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things necessary for measurements and recording levels. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available, then a mutually agreed method shall be followed.

The contractor shall give, not less than 7 days notice to the Engineer-in-Charge or his authorized representative in-charge of the work, before covering up or otherwise placing beyond the reach of measurement any work in order that the same may be measured and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of the Engineer-in-Charge or his authorized representative in-charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of measurements without such notice having been given or the Engineer-in-Charge's consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.

Engineer-in-Charge or his authorised representative may cause either themselves or through another officer of the department to check the measurements recorded jointly or otherwise as aforesaid and all provisions stipulated herein above shall be applicable to such checking of measurements or levels. It is also a term of this contract that recording of measurements of any item of work in the measurement book and/or its payment in the interim, on account or final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period.

The contractor should submit duly signed **daily work progress reports** to the engineer-in-charge or his representatives on daily basis in hard copy without fail and also should maintain the book of records viz., site instruction book (duplicate), steel & cement entry record book, labour's record, etc.

b) Payment

Payment shall be made through RA bills of **minimum of Rs. 20, 00,000/-**. (Rupees Twenty lakhs only), the RA bill will be cleared when the similar amount of work is in the completion stage.

- i) 75% payment of each RA bills shall be made within 15 working days after receipt of R.A. bill by Engineer and balance 25% payment shall be made after due certification by Engineers within next 21 working days.
- ii) All payments will be made after adjusting GST TDS, Income Tax, TDS and labour Cess deduction at prevailing rates. Appropriate certificates shall be issued to the contractor towards statutory Deductions, any other dues.
- iii) **No escalation and advance payment will be made till the completion of the project.**
- iv) Payment will be based on actual measurements of work done.
- v) Bills will be settled only after satisfactory completion of the entire item of work and bill certified by our Engineer.
- vi) *Contractor shall submit all your bills to*
Engineer /Group Coordinator (Civil),
Giant Metrewave Radio Telescope (GMRT)
At post Khodad, Tal - Junnar, Dist - Pune, Maharashtra, INDIA, PIN - 410504.
- Vii) Payment will be made from NCRA-TIFR, Pune through NEFT/RTGS.

c) EXTRA ITEMS

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If the Contractor is required to execute any extra item/ work in the course of Construction for which tender rates have not been quoted by him, he must undertake such work and he should bring to the notice of NCRA -TIFR in writing within 15 days of its occurrence. The rate for such additional work shall be determined by the NCRA-TIFR as per the following:

- a) The rate to be derived from one of the quoted rates for similar items of work in the tender.
- b) Rates based on actual observation and/or analysis of labour and materials involved in such work. For this purpose the Contractor shall submit to the NCRA-TIFR detailed analysis of the rate proposed by the Contractor supported by relevant vouchers along with the estimated quantity of work item involved. While fixing rates for extra items an all inclusive allowance of **15%** of the cost will be provided for Contractor's overheads, profit, and establishment charges.

7. Indemnity Bond

In case of order, you should also indemnify us on a non-judicial Stamp Paper of **Rs. 500/-** that in the event of happenings of anything of such nature, it would neither affect the work nor us in any way in respect of all Actions, Acts, Suits, Claims and Demands brought or made against NCRA-TIFR by your workmen or any other person or persons whomsoever in connection with the works or in respect of any matter or thing done or committed to be done by you in the execution of or in connection with the works notwithstanding that all reasonable and proper precautions may have been taken by you against any loss or damage to the Owner in consequence of any action or suit being brought against NCRA-TIFR for anything done or committed to be done in connection with the execution of the work. The indemnity given by you 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. Original Bond to be submitted directly to our Accounts section with copy of the same to be given to Engineer

- 8. Completion Certificate:** Within ten days of the completion of the work, the contractor shall give notice of such completion to the Engineer-in- Charge and within fifteen days of the receipt of such notice, the Engineer-in-Charge shall inspect the work, and if there is no defect in the work, shall furnish the contractor with a certificate of completion, otherwise a provisional certificate of physical completion indicating defects (a) to be rectified by the contractor and / or (b) for which payment will be made at reduced rates, shall be issued. But no final certificate of completion shall be issued, nor shall the work be considered to be complete until the contractor shall have removed from the premises on which the work shall be executed, all scaffolding, surplus materials, rubbish and all huts and sanitary arrangements, required for his/their work people on the site in connection with the execution of the works as shall have been erected or constructed by the contractor(s) and cleaned off the dirt from all wood work, doors, windows, walls, floors or other parts of the building, in, upon, or about which the work is to be executed or of which he may have had possession for the purpose of the execution thereof, and not until the work shall have been measured by the Engineer-in-Charge. If the contractor shall fail to comply with the requirements of this clause as to removal of scaffolding, surplus materials and rubbish and all huts and sanitary arrangements as aforesaid and cleaning off dirt on or before the date fixed for the completion of the work, the Engineer-in-Charge may at the expense of the contractor remove such scaffolding, surplus materials and rubbish, etc., and dispose off the same as he thinks fit and clean off such dirt as aforesaid; and the contractor shall have no claim in respect of scaffolding or surplus materials as aforesaid except for any sum actually realised by the sale thereof.
- 9. Contractor to keep site clean:** The contractor has to keep the site / work place clean as and when the work is in progress and work is completed. In case the contractor fails to comply with the requirements of this clause, the Engineer-in-Charge shall have the right to get this work done at the cost of the contractor either departmentally or through any other agency. Before taking such action, the Engineer-in-Charge shall give **10** days notice in writing to the contractor.

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10. Completion plans (As Built Drawings) to be submitted by the contractor: The contractor shall submit the completion plan required as per Specifications for works as applicable within 30 days of the completion of the work. In case, the contractor fails to submit the completion plan as aforesaid, he shall be liable to pay a sum equivalent to 2.50% of the value of the work subject to a ceiling of **Rs.15,000/-** as may be fixed by the Engineer-in-Charge and in this respect the decision of the Engineer-in-Charge shall be final and binding on the contractor.

11. Payment of Final Bill: The final bill shall be submitted by the contractor in the same manner as specified in interim bills within three months of physical completion of the work or within one month of the date of the final certificate of completion furnished by the Engineer-in-Charge whichever is earlier. No further claims shall be made by the contractor after submission of the final bill and these shall be deemed to have been waived and extinguished. Payments of those items of the bill in respect of which there is no dispute and of items in dispute, for quantities and rates as approved by Engineer-in-Charge, will, as far as possible be made within the period specified herein-under, the period being reckoned from the date of receipt of the bill by the Engineer-in-Charge or his authorised representative, complete with account of materials issued by the Department and dismantled materials.

- i. If the Tendered value of work is up to Rs. 15 lakhs, 3 months
- ii. If the Tendered value of work exceeds Rs. 15 lakhs 6 months

12. Materials to be provided by the contractor: The contractor shall, at his own expense, provide all materials required for the works other than those specified otherwise. The contractor shall, at his own expense and without delay, supply to the Engineer-in-Charge samples of materials to be used on the work and shall get these approved in advance. All such materials to be provided by the Contractor shall be in conformity with the specifications laid down or referred to in the contract. The contractor shall, if requested by the Engineer-in-Charge furnish proof, to the satisfaction of the Engineer-in-Charge that the materials so comply. The Engineer-in-Charge shall within thirty days of supply of samples or within such further period as he may require intimate to the Contractor in writing whether samples are approved by him or not. If samples are not approved, the Contractor shall forthwith arrange to supply to the Engineer-in-Charge for his approval, fresh samples complying with the specifications laid down in the contract. When materials are required to be tested in accordance with specifications, approval of the Engineer-in-Charge shall be issued after the test results are received.

The Contractor shall at his risk and cost submit the samples of materials to be tested or analysed and shall not make use of or incorporate in the work any materials represented by the samples until the required tests or analysis have been made and materials finally accepted by the Engineer-in-Charge. The Contractor shall not be eligible for any claim or compensation either arising out of any delay in the work or due to any corrective measures required to be taken on account of and as a result of testing of materials.

The contractor shall, at his risk and cost, make all arrangements and shall provide all facilities as the Engineer-in-Charge may require for collecting, and preparing the required number of samples for such tests at such time and to such place or places as may be directed by the Engineer-in-Charge and bear all charges and cost of testing unless specifically provided for otherwise elsewhere in the contract or specifications. The Engineer-in-Charge or his authorised representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access.

The Engineer-in-Charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, the Engineer-in-Charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials. The Engineer-in-Charge shall also have full powers to require other proper materials to be substituted thereof and in case of default, the Engineer-in-Charge may cause the same to be supplied and all costs which may attend such removal and substitution shall be borne by the Contractor.

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The contractor shall at his own expense, provide a material testing lab at the site for conducting routine field tests. The lab shall be equipped at least with the testing equipment as specified in the contract.

- 13. Excavated / dismantled material will be NCRA-TIFR's property:** The contractor shall treat all materials obtained during dismantling of a structure, excavation of the site for a work etc. as NCRA-TIFR property and such materials shall be disposed off to the best advantage of NCRA-TIFR according to the instructions in writing issued by the Engineer-in-Charge.
- 14. Work to be executed in accordance with specifications, drawings, orders, etc. :** The contractor shall execute the whole and every part of the work in the most substantial and workman-like manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the designs, drawings and instructions in writing in respect of the work signed by the Engineer-in-Charge. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale. The following order of preference shall be observed :
- a) Description of Bill of Quantities.
 - b) Particular Specifications and Special Clauses, if any.
 - c) Site Use Drawings.
 - d) C.P.W.D. Specifications.
 - e) Department of Atomic Energy Specifications.
 - f) Indian Standard Specifications of B.I.S.
 - g) Manufacturer's specifications.

The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction. The contractor shall comply with the provisions of the contract and with the care and diligence execute and maintain the works and provide all labour and materials, tools and plants including for measurements and supervision of all works, structural plans and other things of temporary or permanent nature required for such execution and maintenance in so far as the necessity for providing these, is specified or is reasonably inferred from the contract. The Contractor shall take full responsibility for adequacy, suitability and safety of all the works and methods of construction.

- 15. Deviations / Variations : Extent And Pricing:** The Engineer-in-Charge shall have power (i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Engineer-in-Charge and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor on the same conditions in all respects including price on which he agreed to do the main work except as hereafter provided.

A. Deviation and Time Extension: The time for completion of the works shall, in the event of any deviations resulting in additional cost over the tendered value sum being ordered, will be extended, if requested by the contractor, as follows:

- i. In the proportion which the additional cost of the altered, additional or substituted work, bears

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to the original tendered value, plus

- ii. 25% of the time calculated in (i) above or such further additional time as may be considered reasonable by the Engineer-in-Charge.

B. Extra Items and Pricing: In the case of extra item(s) which cannot be determined under BOQ of the schedule of quantities, the contractor may within fifteen days of receipt of order or occurrence of the item(s), claim rates, supported by proper analysis, for the work and the engineer-in-charge shall within one month of the receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

In the case of substituted items, the rate for the agreement items (to be substituted) and substituted item shall also be determined in the manner as mentioned in the **following** para:

C. Substituted Items and Pricing:

- i. If the market rate for the substituted item so determined is more than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so increased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).
- ii. If the market rate for the substituted item so determined is less than the market rate of the agreement item (to be substituted) the rate payable to the contractor for the substituted item shall be the rate for the agreement item (to be substituted) so decreased to the extent of the difference between the market rates of substituted item and the agreement item (to be substituted).

D. Deviated Quantities, Pricing: In the case of contract items, substituted items, contract cum substituted items, which exceed the limits of 30% for building work, 100% for foundation work and 50% for maintenance work, the contractor may within **15 days** of receipt of order or occurrence of the excess, claim revision of the rates, supported by proper analysis, for the work in excess of the above mentioned limits, provided that if the rates so claimed are in excess of the rates specified in the schedule of quantities, the Engineer-in-Charge shall within one month of receipt of the claims supported by analysis, after giving consideration to the analysis of the rates submitted by the contractor, determine the rates on the basis of the market rates and the contractor shall be paid in accordance with the rates so determined.

The provisions of the preceding paragraph shall also apply to the decrease in the rates of items for the work in excess of the aforesaid limits, and the Engineer-in-Charge shall after giving notice to the contractor within one month of occurrence of the excess and after taking into consideration any reply received from him within **15 days** of the receipt of the notice, revise the rates for the work in question within one month of the expiry of the said period of **15 days** having regard to the market rates.

The contractor shall send to the Engineer-in-Charge once every **3 months** an up to date account giving complete details of all claims for additional payments to which the contractor may consider himself entitled and of all additional work ordered by the Engineer-in-Charge, which he has executed during the preceding quarter, failing which the contractor shall be deemed to have waived his right. However, the Engineer-in-Charge may authorize consideration of such claims on merits.

For the purpose of operation of this clause the following works shall be treated as works relating to foundation.

- i. **For buildings, Antenna structure, compound walls:** plinth level or 1.2 metres (4 feet) above ground level, whichever is lower, excluding items of flooring and D.P.C. but including base concrete below the floors.
- ii. **For abutments, piers, retaining walls of culverts and bridges, walls of water reservoirs:** the bed of floor level.
- iii. **For retaining walls where floor level is not determinate:** 1.2 metres above the average

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- ground level or bed level.
- iv. **For roads:** all items of excavations and filling including treatment of sub-base and soling work.
- v. **For water supply lines, sewer lines, underground SWD & similar works:** all items of work below ground level except items of piping work.
- vi. **For open storm water drains:** all items of work except lining of drains.

Any operation incidental to or necessarily has to be in contemplation of tenderer while filing tender, or necessary for proper execution of the item included in the Bill of Quantities mentioned above, whether or not, specifically indicated in the description of the item and the relevant specifications, shall be deemed to be included in the rates quoted by the tenderer. Nothing extra shall be admissible for such operations.

16. Foreclosure of contract due to abandonment or reduction in scope of work: If at any time after acceptance of the tender, NCRA-TIFR shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Engineer-in-charge shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates full amount for works executed at site and in addition, a reasonable amount as certified by the Engineer-in-charge for the items hereunder mentioned which could not be utilised on the work to the full extent in view of the foreclosure.

- i. Any expenditure incurred on preliminary site work, e.g temporary access roads, temporary labour huts, staff quarters and site office, storage accommodation and water storage tanks.
- ii. NCRA-TIFR shall have the option to take over contractor's materials or any part thereof either brought to site or of which the contractor is legally bound to accept delivery from suppliers (for incorporation in or incidental to the work) provided however, NCRA-TIFR shall be bound to take over the materials or such portions thereof as the contractor does not desire to retain. For materials taken over or to be taken over by NCRA-TIFR, cost of such materials as detailed by Engineer-in-charge shall be paid. The cost shall, however, take into account purchase price, cost of transportation and deterioration or damage which may have been caused to materials whilst in the custody of the contractor.
- iii. If any materials supplied by NCRA-TIFR are rendered surplus, the same except normal wastage shall be returned by the contractor to NCRA-TIFR at rates not exceeding those at which these were originally issued less allowance for any deterioration or damage which may have been caused whilst the materials were in the custody of the contractor. In addition, the cost of transporting such materials from site to NCRA-TIFR stores, if so required by NCRA-TIFR, shall be paid.
- iv. Reasonable compensation for transfer of Tools & Plants from site to contractor's permanent stores or to his other works, whichever is less. If Tools & Plants are not transported to either of the said places, no cost of transportation shall be payable.
- v. Reasonable compensation for repatriation of contractor's site staff and imported labour to the extent necessary. The contractor shall, if required by the Engineer-in-charge furnish to him books of account, wage books, time sheets and other relevant documents and evidence as may be necessary to enable him to certify the reasonable amount payable under this condition.

The reasonable amount of items on (i), (iv) and (v) above shall not be in excess of 2% of the cost of the work remaining incomplete on the date of closure, i.e. total stipulated cost of the work as per accepted tender less the cost of work actually executed under the contract and less the cost of contractor's materials at site taken over by NCRA-TIFR as per item (ii) above `Provided always that

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against any payments due to the contractor on this account or otherwise, the Engineer-in-charge shall be entitled to recover or be credited with any outstanding balances due from the contractor for advance paid in respect of any tool, plants and materials and any other sums which at the date of termination were recoverable by NCRA-TIFR from the contractor under the terms of the contract.

17. Suspension of work :

- i. The contractor shall, on receipt of the order in writing of the Engineer-in-Charge, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Engineer-in- Charge may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:
 - a. on account of any default on the part of the contractor or;
 - b. for proper execution of the works or part thereof for reasons other than the default of the contractor; or
 - c. for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given on that behalf by the Engineer-in-Charge.

- ii. If the suspension is ordered for reasons (b) and (c) in sub-para (i) above:
 - a. the contractor shall be entitled to an extension of time equal to the period of every such suspension PLUS 25%, for completion of the item or group of items of work for which a separate period of completion is specified in the contract and of which the suspended work forms a part, and;
 - b. If the total period of all such suspensions in respect of an item or group of items or work for which a separate period of completion is specified in the contract exceeds thirty days, the contractor shall, in addition, be entitled to such compensation as the Engineer-in-Charge may consider reasonable in respect of salaries and/or wages paid by the contractor to his employees and labour at site, remaining idle during the period of suspension, adding thereto 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within fifteen days of the expiry of the period of 30 days.
- iii. If the works or part thereof is suspended on the orders of the Engineer-in-Charge for more than three months at a time, except when suspension is ordered for reason (a) in sub-para (i) above, the contractor may after receipt of such order serve a written notice on the Engineer-in-Charge requiring permission within fifteen days from receipt by the Engineer-in-Charge of the said notice, to proceed with the work or part thereof in regard to which progress has been suspended and if such permission is not granted within that time, the contractor, if he intends to treat the suspension, where it affects only a part of the works as an omission of such part by NCRA-TIFR or where it affects whole of the works, as an abandonment of the works by NCRA-TIFR, shall within ten days of expiry of such period of 15 days give notice in writing of his intention to the Engineer-in-Charge. In the event of the contractor treating the suspension as an abandonment of the contract by NCRA-TIFR, he shall have no claim to payment of any compensation on account of any profit or advantage which he might have derived from the execution of the work in full but which he could not derive in consequence of the abandonment. He shall, however, be entitled to such compensation, as the Engineer-in- Charge may consider reasonable, in respect of salaries and/or wages paid by him to his employees and labour at site, remaining idle in consequence adding to the total thereof 2% to cover indirect expenses of the contractor provided the contractor submits his claim supported by details to the Engineer-in-Charge within 30 days of the expiry of the period of 3 months.

18. Action in case of work not done as per specifications: All works under or in course of execution

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or executed in pursuance of the contract, shall at all times be open and accessible to the inspection and supervision of the Engineer-in-charge, his authorised subordinates in charge of the work and all the superior officers of the Department or any organization engaged by the Department for Quality Assurance and of the **Engineer In Charge Office**, and the contractor shall, at all times, during the usual working hours and at all other times at which reasonable notice of the visit of such officers has been given to the contractor, either himself be present to receive orders and instructions or have a responsible agent duly accredited in writing, present for that purpose. Orders given to the Contractor's agent shall be considered to have the same force as if they had been given to the contractor himself.

If it shall appear to the Engineer-in-charge or his authorised subordinates in-charge of the work or his subordinate officers or the officers of the organization engaged by the Department for Quality Assurance or to the **Engineer In Charge or his subordinate officers**, that any work has been executed with unsound, imperfect, or unskillful workmanship, or with materials or articles provided by him for the execution of the work which are unsound or of a quality inferior to that contracted or otherwise not in accordance with the contract, the contractor shall, on demand in writing which shall be made within twelve months (six months in the case of work costing Rs. 10 Lakh and below except road work) of the completion of the work from the Engineer-in-Charge specifying the work, materials or articles complained of notwithstanding that the same may have been passed, certified and paid for forthwith rectify, or remove and reconstruct the work so specified in whole or in part, as the case may require or as the case may be, remove the materials or articles so specified and provide other proper and suitable materials or articles at his own charge and cost. In the event of the failing to do so within a period specified by the Engineer-in-Charge in his demand aforesaid, then the contractor shall be liable to pay compensation at the same rate as under clause III(1) of the contract (for non completion of the work in time) for this default In such case the Engineer-in-Charge may not accept the item of work at the rates applicable under the contract but may accept such items at reduced rates. Decision of the Engineer-in-Charge to be conveyed in writing in respect of the same will be final and binding on the contractor.

19. Contractor liable for damages, defects during Maintenance (Defect Liability Period): If the contractor or his working people or servants shall break, deface, injure or destroy any part of building in which they may be working, or any building, road, road kerb, fence, enclosure, water pipe, cables, drains, electric or telephone post or wires, trees, grass or grassland, or cultivated ground contiguous to the premises on which the work or any part of it is being executed, or if any damage shall happen to the work while in progress, from any cause whatever or if any defect, shrinkage or other faults appear in the work within **12 months (6 months** in the case of work costing **Rs. 10,00,000/- and below** except road work) after a certificate final or otherwise of its completion shall have been given by the Engineer-in-Charge as aforesaid arising out of defective or improper materials or workmanship, the contractor shall upon receipt of a notice in writing on that behalf make the same good at his own expense, or in default, the Engineer-in-Charge cause the same to be made good by other workmen and deduct the expense from any sums that may be due, or at any time thereafter may become due to the contractor, or from his security deposit, or the proceed of sale thereof or of a sufficient portion thereof. The security deposit of the contractor shall not be refunded before the expiry of **12 months (6 months** in the case of work costing **Rs. 10,00,000/- and below** except road work) after the issue of the certificate final or otherwise, of completion of work, or till the final bill has been prepared and passed whichever is later. Provided that in the case of road work, if in the opinion of the Engineer-in-Charge, half of the security deposit is sufficient to meet all the liabilities of the contractor under this contract, half of the security deposit will be refundable after **6 months** and the remaining half after **12 months** of the issue of the said certificate of completion or till the final bill has been prepared and passed whichever is later. Performance guarantee shall be refunded to the contractor after completion of the work and recording the completion certificate.

20. Contractor to supply tools & plants etc.: The contractor shall provide at his own cost all materials (except such special materials, if any, as may in accordance with the contract be supplied from the Engineer-in-Charge's stores), machinery, tools & plants. in addition to this, appliances, implements, other plants, ladders, cordage, tackle, scaffoldings and temporary works required for the proper

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execution of the work, whether original, altered or substituted and whether included in the specification or other documents forming part of the contract or referred to in these conditions or not, or which may be necessary for the purpose of satisfying or complying with the requirements of the Engineer-in-Charge as to any matter as to which under these conditions he is entitled to be satisfied, or which he is entitled to require together with carriage therefore to and from the work. The contractor shall also supply without charge the requisite number of persons with the means and materials, necessary for the purpose of setting out works, and counting, weighing and assisting in the measurement or examination at any time and from time to time of the work or materials. Failing his so doing, the same may be provided by the Engineer-in-Charge at the expense of the contractor and the expenses may be deducted, from any money due to the contractor, under the contract and/or from his security deposit or the proceeds of sale thereof, or of a sufficient portion thereof.

21. Recovery of compensation paid to workmen : In every case in which by virtue of the provisions of section 12 sub-section (1) of the Workmen's Compensation Act. 1923, NCRA-TIFR is obliged to pay compensation to a workman employed by the contractor, in execution of the works, TIFR will recover from the contractor the amount of the compensation so paid; and, without prejudice to the rights of NCRA-TIFR under Section 12, sub-section (2) of the said Act, NCRA-TIFR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NCRA-TIFR to the contractor whether under this contract or otherwise. NCRA-TIFR shall not be bound to contest any claim made against it under section 12, sub-section (1) of the said Act, except on the written request of the contractor and upon his giving to NCRA-TIFR full security for all costs for which NCRA-TIFR might become liable in consequence of contesting such claim.

22. Ensuring payment and amenities to workers if contractor fails: In every case in which by virtue of the provisions of the Contract Labour (Regulation and Abolition) Act, 1970 and of the contract labour (Regulation and Abolition) Central Rules, 1971, NCRA-TIFR is obliged to pay any amounts of wages to a workman employed by the contractor in execution of the works, or to incur any expenditure in providing welfare and health amenities required to be provided under the above said Act and the Rules, under Clause 19 H or under the DAE Contractor's Labour Regulations, or under the rules framed by Government from time to time for the protection of health and sanitary arrangements for workers employed by Department of Atomic Energy contractors, NCRA-TIFR will recover from the contractor the amount of wages so paid or the amount of expenditure so incurred; and without prejudice to the rights of NCRA-TIFR under Section 20, sub-section (2) and Section 21, sub-section (4) of the contract labour (Regulation and Abolition) Act, 1970, NCRA-TIFR shall be at liberty to recover such amount or any part thereof by deducting it from the security deposit or from any sum due by NCRA-TIFR to the contractor whether under this agreement or otherwise. NCRA-TIFR shall not be bound to contest any claim made against it under Section 20, subsection (1) and section 21, sub-section (4) of the said Act, except on the written request of the contractor and upon his giving to NCRA-TIFR full security for all costs for which NCRA-TIFR might become liable in contesting such claim.

23. Labour laws to be complied by the contractor : The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour Prohibition & Regulation) Act-1998. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.

24. Minimum wages act to be complied with : The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.

25. Settlement of Disputes & Arbitration:

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- 25.1 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.
- 25.2 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 completion of the Contract.
- 25.3 The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
(a) In case of Dispute or difference arising between Centre and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996 as amended till date and the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to a sole arbitrator mutually acceptable to the contractor and Centre. 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.
- 25.4 The venue of the arbitration shall be the place at Pune.

26. Confidential Information: The drawings, specifications, proto-type, samples and such other information furnished to the contractor relating to the supply / work, sub-systems / equipment etc. are to be treated as confidential which shall be held by the contractor in confidence and shall not be divulged to any third party without the prior written consent of the Department. The contractor, therefore, binds himself, his successors, heirs, executors, administrators, employees and the permitted assignees or such other persons or agents directly or indirectly concerned with the work / supply to the confidential nature of the drawings, specifications, proto-type samples etc. It is a further condition of the contract that the contractor shall not, without prior written permission from the Department, transmit, transfer, exchange, gift or communicate any such confidential information, and also the component, sub assembly, products, by-products etc. pursuant to the fabrication undertaken by the contractor, to any third party.

27. Safety with Scaffolding and Mobile Elevated Platform: Every scaffold or mobile elevated platform and its supporting members, railings, Tee-boards, ropes should be designed to support given load, with a safety factor of at least four. No alterations should be made that might impair the strength of such structures, no improvised, make-shift or substandard scaffold should be permitted even for the most temporary use. All work in connection with such structures, including construction, operation, maintenance, alteration and removal should be carefully done under the direction and supervision of persons with specialized experience in such works. A safe and convenient means of access should be provided to the platform or scaffold. Means of access may be a portable ladder, fixed ladder, ramp or it may be a stairway. The use of cross braces or frame work as means of access to the working surface should not be permitted.

28. SAFETY & SECURITY:

The Contractor will be responsible for the safety and security of all their workmen and staff and will ensure to maintain necessary records for payment and other details as per the prevailing Procedures and Acts. Contractor will be fully responsible for any personal injury, accident, death of your personnel and shall take proper precautions against any such loss or damages by taking **WORKMEN COMPENSATION INSURANCE POLICY (WCI Policy)**, valid till completion of the work for all the persons you deploy for this work. **Charges towards the same will have to be borne by the contractor.** However, it may please be noted that, you will be solely responsible for Safety and Security of your personnel at site deployed by you for this work.

Workmen Compensation policy must be taken keeping in consideration following:

- i. Labourers and Supervisor deployed for the work.

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- ii. Place of Work: at **Giant Metrewave Radio Telescope (GMRT)**
At post Khodad, Tal - Junnar, Dist - Pune, Maharashtra, INDIA, PIN - 410504.

If any work to be executed under defect liability period, you shall obtain workmen insurance policy for all the persons you deploy at our site before starting such work at your own cost.

Copies of Insurance Policy be submitted directly to our Administrative Officer, NCRA, Engineer-in-charge and Purchase Section, GMRT-NCRA. You should also promptly report in writing to us all cases of accidents and damages. However, irrespective of the cause and place of occurring, during the execution of the work, you should make adequate arrangements to render all possible aid to the victims of such accidents and damages during the execution of the work.

- 29. STORAGE OF TOOLS AND MATERIALS:** The contractor shall make their own arrangement for storage/safety of tools, plants, machinery, materials & necessary arrangement for labour also.
- 30. DEPLOYMENT OF LABOUR & MACHINERY :** The contractor shall not employ any person who has not attained the age of 18 years. The contractor shall deploy sufficient equipment 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 request, The contractor will be provided necessary lighting arrangements etc. for night work as directed by the Engineer.
- 31. MARKING:** All lines and levels in connection with the works shall be given by the Engineer. The contractor shall supply all the necessary assistance, pegs, stakes, instruments etc. required in this connection free of charge. The marks or the points thus given by our Engineer shall be carefully preserved by the contractor.
- 32. FACILITIES TO BE PROVIDED:** Temporary lodging facilities including all sanitary, electric power, water and ventilation requirements of all skilled and unskilled technicians etc. shall be the contractor's responsibility. In case it is agreed upon by the Institute that separate space outside the work area will be provided for building the temporary structure to accommodate laborers, the contractor shall put up the same at his own cost. However, the contractor shall remove all such temporary structures once the work is fully executed and make the place fully cleaned, levelled and tidy.
- 33. ASSIGNING & SUBLETTING:** Assigning or subletting the contract shall not be done unless written permission is obtained from us. Written permission, if given, shall not relieve you from your obligations under the contract and you shall take full responsibility for all work done by sub-contractors. The contractor may sub-contract parts of the order, if necessary only to sub-contractor approved by NCRA-TIFR. The contractor shall be responsible for transmitting pertinent data/specification of all contract terms and conditions to sub-contractors. The contractor shall furnish to us four (4) copies of all sub-orders (un-priced) showing promised delivery dates and places.
- 34. RIGHT TO ASSURANCES & REPUDIATION:** Whenever we in good faith have reason to question your intent to perform, we may demand in writing that you should give a written assurance of your intent to perform. In the event that the demand is made and no assurance is given within a reasonable period of time, say not exceeding four weeks, we may treat failure as an anticipatory repudiation of the order.
- 35. 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.
- 36. PROTECTION OF PROPERTY:** The contractor shall be responsible for making good any damage caused to the existing property during the execution of the work by his labour, materials, machinery, or any other agency engaged by him. During the course of execution, it is likely that telephone cables, electrical cables, water supply lines, sanitary lines, electrical installations, sanitary fittings, and other existing services/utilities may be encountered. Therefore, it shall be the responsibility of the contractor to protect and safeguard all such existing services carefully. Any such existing services/utilities noticed during execution shall immediately be brought to the notice of the

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Engineer-in-Charge as well as the concerned department by the contractor. Any damage whatsoever caused to such cables, pipelines, fittings, installations, or other valuables during execution of the work shall be made good by the contractor at his own cost and risk, to the complete satisfaction of the Engineer-in-Charge and the concerned department.

37. INSPECTION: Inspection during the course of work and after the job is ready will be done by us (at vendors' works / premises). This does not relieve you of your responsibility to inspect/supervise during all stages of work.

38. PROVISION FOR CANCELLATION : At any time after the acceptance of the order, we shall have the absolute right to cancel the entire order upon payment to you for all disbursements or expenses which you have incurred or become liable for, prior to the date of notice of cancellation, less the reasonable resale value of material and equipment which shall have been obtained or ordered to become an integral part of the work, plus a sum as profit, bearing the same ratio to the profit that you would have received upon completing the work as the work done bears to the entire amount of work to be done by you under this order, provided that the total payment so made shall not exceed the contract price.

39. FORCE MAJEURE : Neither party shall be held responsible for any losses, if the fulfillment of any terms or provisions of the order, are delayed or prevented by Acts of lawful Government revolutions or other disorders, wars, acts of enemies, strikes, fires, floods, acts of God or acts of states without limiting the foregoing. Any other cause not within the control of the party whose performance is interrelated with, and which by the exercise of reasonable delinquency is unable to prevent, whether of the class of causes hereinbefore enumerated or not.

40. TERMINATION OF THE CONTRACT : If you have become bankrupt or have abandoned the work without any serious reason or deliberately delayed the work or is not carrying out the works under the terms and conditions of this contract, the Engineer. Reserves the right to terminate the contract at any time by giving written notice to you and you shall not be eligible for any compensation for the same.

In this case, the department shall take over the charge of the work and other materials lying on the site of works. The work shall be carried out by employing other persons. All such work shall be carried out at your own risk and cost. Any difference in the cost due to all such matters shall be deducted by the Institute from the security deposit or your payment against this or any other works.

41. COMPLIANCE WITH LAWS & STATUTES :

- a) The contractor shall obtain a valid license under the Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971, before the commencement of the work, and continue to have a valid license until the completion of the work. The contractor shall also abide by the provision of the Child Labour (Prohibition & Regulation) Act-1986.
- b) The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non- execution of the work

42. 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. For any dispute, the matter will be referred to the Centre Director NCRA whose decision will be final and binding on both the parties.

43. 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.

44. WATER :

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(A) WATER FOR CONSTRUCTION

- a) The contractor shall make his own arrangement of water required for the work, at his own cost. The contractor shall arrange to provide a minimum storage of 3000 Ltrs. (or two days requirement whichever is higher) of water at antenna location and all necessary pumps for storage of water shall be built by the contractor at his own cost at location to be approved by Engineer-in-charge. The water storage tanks should be leak proof and wastage and misuse of water is strictly prohibited. Contamination and pollution of water to be strictly avoided. Construction water should not be used for drinking or for domestic purposes.
- b) If required the Contractor can dig a bore well at the site mutually agreed between GMRT-NCRA and the contractor. **But bore well water must be checked for suitability for construction purposes in a NABL certified lab before using it for construction work.**
- c) The contractor(s) shall also provide adequate supply of water for the use of labourers. Sufficient clean water per head per day for bathing and washing purposes. Where piped water supply is available, supply shall be at stand posts and where the supply is from wells or rivers, tanks, which may be of metal or masonry, shall be provided. The contractor(s) shall also at his/their own cost make arrangements for laying pipe lines for water supply to his/their labour camp from the existing mains wherever available, and shall pay all fees and charges therefore to the concerned authorities.
- d) In case the bore well water is not available, then if available GMRT-NCRA may provide bore well water from departmental sources with 1% water charges of bill amount as applicable. The contractor has to arrange necessary pipelines, fixtures etc. to get the connection from the nearest source.

45. ELECTRICITY

SUPPLY OF ELECTRICITY FOR CONSTRUCTION PURPOSE

GENERAL: Temporary electric power, if required by the contractor shall be provided at the **single point** (contractor has to tap to working site on their own) for bonafide construction purposes required for the site job but limited to a total max. of 5 KW to 20 KW with Earth Leakage Circuit breaks (connected) at 3 phase, 400 volts, 50 cps. Some of the important conditions governing the power supply shall be as follows:

- 1) The contractor shall install his own main switch, earth leakage protection devices, cables, electric switch board / switch room, (constructing earth electrode if needed) etc. of adequate capacity and of suitable type to receive, control and further distribute the power involved. The exact location and further details about the supply point on receipt of the contractor's application will be decided upon by the Department, whose decision in the matter will be final and binding. The total final connected load and the anticipated maximum demand shall be furnished by the contractor about a month in advance of the actual initial requirement and for any addition in load subsequent to the initial supply; at least one week's notice from the date of submission of installation test report for the said addl. load will be given. The contractor should take care of the electrical safety for all electrical switches/panels/equipment used at site.
- 2) The contractor shall provide his own switches, cable / lines of approved make and of adequate capacity from the aforesaid supply point to the various utilization points and also be responsible to maintain the same in good and safe condition at all times as per relevant codes and electricity rules. He will also be fully responsible at all times for any accident / mishap in his electrical installation /

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appliances etc. (including the consequential aspects) if the same are found to be due to defective construction / maintenance etc. of his installation or negligence in observation of rules, or safety precautions. The layout and other details of these lines shall be approved in advance by the Department and no change in the same shall be subsequently carried out without Department's prior approval. The Department's electrical Engineer may any time summarily disconnect, in the interest of safety, the power supply without notice, if any dangerous situation is seen in the contractor's installation or if the contractor has failed to maintain the installation satisfactorily in spite of a written notice served on him. The responsibility for such a disconnection will always be with the contractor who will have no claim whatsoever in this respect on the Department.

- 3) The contractor's electrical installation shall conform in all respects to the relevant rules, regulations, statutory provisions and codes of practice as also be in accordance with the rules of the local licenses State Electricity Boards / Undertakings / Corporations / Agencies (as the case may be) as existing new or as may be amended / enforced from time to time in the future. Installation test reports shall invariably be furnished by the contractor before any load is connected. Periodical test reports every 3 months for the complete installation shall also be submitted by the contractor in accordance with I.E. Rules for temporary installation.
- 4) Power will be supplied at the single point mentioned in para (a) above at the usual 400 V, 3 Phase, 50 cycles, 4 wire or single phase 230 V, 2-wire system as the case may be subject to permissible variations in voltage and frequency. In case of 3 phase supply the individual single phase loads, if any, shall be suitably connected so that the total load over three phases at the supply point is balanced as much as possible. No individual single phase equipment or a single phase system shall normally exceed a rating of 2 KW.
- 5) The Department will install, in the covered space provided by the contractor at the aforesaid supply point necessary energy meter for registering the electricity (i.e. KWH) supplied. Rental charges for poly phase / single phase meter shall be borne by the contractor. It may be necessary to install a separate departmental meter for lighting consumption and in that case the contractor shall have to provide separate lighting circuits.

All the necessary charges required for availing power supply at the construction site shall be borne by the contractor (like Energy Charges, EB charges etc).

- 6) **The supply of electricity shall be billed to the contractor at the rates fixed by the respective state electricity boards from time to time. The contractor shall be responsible for the safety of the Department's and/or Electricity Board's energy meter, cut outs etc. installed at this working site.**

NOTE: In case NCRA is not able to provide electricity, **then the contractor shall make his own arrangement of getting the power supply from MSEDCL at his own cost and efforts.** Necessary documents like NOC's and other related documents shall be provided by the Centre.

The electricity will normally be billed once every month at the prevailing supply rate from time to time. In case of any increase in supply rate, the same shall be charged.

The power supply shall be subject to all such restrictions, regulations etc., as in existence and as may be enforced from time to time in future by the licenses / Centre / Department or by any other competent authority, for which the contractor will have no claim whatsoever. Although all efforts shall be made to provide a continuous supply, the contractor shall have no claim whatsoever due to any breakdown or interruption etc. in the supply at any time.

46. CONTRACTOR'S STORAGE AND SITE OFFICE

- a. A suitable area near the site of work shall be allocated to the contractor, @ Re.1/- per month as token compensation, for storing his equipment, plant, materials etc. and for his site office, testing lab and cement go down. He will, however, be solely responsible for watching or guarding his property and materials issued to him by the Department. Contractor shall cover all materials at site with requisite insurance against theft,

Signature of the Contractor

larceny, dacoits, fire tempest and flood. He, however, will have to dismantle the shed and vacate the land after the receipt of due notice from Engineer-in-charge if the same is obstructing any work.

- b. The Contractor should obtain necessary permission / approval from statutory authorities such as Municipal corporations / Local bodies etc. for construction of temporary structures at site of work such as cement go down, stores, site office etc. It will be the responsibility of the Contractor to prepare proper plans, to pay any requisite fees to statutory authorities and to execute the work for the temporary structure at their own cost as per the conditions and rules laid by statutory authorities.

47. GENERAL CONDITIONS TO CONTRACT

47.1 SETTING OUT

The contractor shall establish at site the layout of the building/antenna structure / road etc. for the work from base lines and grids established by the Department and shall be responsible for all measurement in connection therewith. The contractor shall, at his own expense, furnish all stakes, templates, platform, equipment, ranges and labour that may be required in setting out or laying out any part of the work. The contractor shall be held responsible for the proper execution of the work to such lines, levels and grids as may be established or indicated on the drawings and specifications. The contractor shall check the bench marks and stakes existing at the site for laying out lines and levels.

47.2 MATERIALS AND WORKMANSHIP

Samples of all materials to be incorporated in the work shall be submitted to Engineer-in-charge for his approval without any extra cost. The approved samples will be kept with Engineer-in- Charge till completion of the work. Materials not conforming strictly to the approved samples will be rejected.

In addition to submission of samples of materials, the contractor shall make a sample flat (sample finishing works in case of Non-Redl. bldgs.) ready in all respects, including the finishing items of works of civil works including installation of fittings as well as those of water supply, plumbing and sanitation work and electrical, internal fittings, fixtures and wiring etc. to determine the acceptable standard of materials and workmanship.

47.3 ACCESS TO SITE

Engineer-in-charge or his authorized representative shall at all times have access to the works and to all workshops and places where work is being prepared or from where materials, manufactured articles or machinery are being obtained for the works and the contractor shall afford every facility and every assistance in obtaining the right to such access. Engineer-in-charge shall have full powers to require the removal from the premises of all materials which in his opinion are not in accordance with the specifications and in case of default, Engineer-in-charge shall be at liberty to employ at the expense of the contractor, other persons to remove the same without being answerable or accountable for any loss or damage that may happen or arise to such materials.

48 COMPUTERIZED MEASUREMENT BOOKS :

- a. Engineer-in-charge shall, except as otherwise provided, ascertain and determine by measurement the value of work done in accordance with the contract. All measurements of all items having financial value shall be entered by the contractor and compiled in the shape of the Computerized Measurement Book having pages of A-4 size as per the format of the department so that a complete record is obtained of all the items of works performed under the contract.
- b. All such measurements and levels recorded by the contractor or his authorized representative from time to time, during the progress of the work, shall be checked by the contractor from Engineer-in-charge or his authorized representative as per interval or program fixed in consultation with Engineer-in-charge or his authorized representative. After the necessary corrections made by Engineer-in-charge, the measurement sheets shall be returned to the contractor for incorporating the corrections and for resubmission to Engineer-in-charge for the dated signatures by Engineer-in-charge and the contractor or their representatives in token of their acceptance.
- c. Whenever a bill is due for payment, the contractor would initially submit draft computerized measurement sheets and these measurements would be checked / tested by the Engineer-in-charge or his authorized representative. The contractor will, thereafter, incorporate such changes as may be done during these checks/test checks in his draft computerized measurements, and submit to the department a computerized measurement book, duly bound, and with its pages machine numbered. Engineer-in-charge or his authorized representative would thereafter check this MB, and record the necessary certificates for their checks / test checks.

Signature of the Contractor

- d. The final, fair, computerized measurement book given by the contractor, duly bound, with its pages machine numbered, should be 100% correct, and no cutting or over-writing in the measurements would thereafter be allowed. If at all any error is noticed, the contractor shall have to submit a fresh computerized MB with its pages duly machine numbered and bound, after getting the earlier MB cancelled by the department. Thereafter, the MB shall be taken in the Office records, and allotted a number as per the Register of Computerized MBs. This should be done before the corresponding bill is submitted in the Office for payment. The contractor shall submit one spare copy of such computerized MB for the purpose of reference and record by the various officers of the department.
- e. The contractor shall also submit to the department separately his computerized Abstract of Cost and the bill based on these measurements, duly bound, and its pages machine numbered along with one spare copy of the bill. Thereafter, this bill will be processed by the Office and allotted a number as per the computerized record in the same way as is done for the measurement book meant for measurements.
- f. The contractor shall, without extra charge, provide all assistance with every appliance, labour and other things necessary for checking of measurements / levels by Engineer-in-charge or his representative.
- g. Except where any general or detailed description of the work expressly shows to the contrary, measurements shall be taken in accordance with the procedure set forth in the specifications notwithstanding any provision in the relevant Standard Method of measurement or any general or local custom. In the case of items which are not covered by specifications, measurements shall be taken in accordance with the relevant standard method of measurement issued by the Bureau of Indian Standards and if for any item no such standard is available then a mutually agreed method shall be followed.
- h. The contractor shall give not less than seven days' notice to Engineer-in-charge or his authorized representative in charge of the work before covering up or otherwise placing beyond the reach of checking and/or test checking the measurement of any work in order that the same may be checked and/or test checked and correct dimensions thereof be taken before the same is covered up or placed beyond the reach of checking and/or test checking measurement and shall not cover up and place beyond reach of measurement any work without consent in writing of Engineer-in-charge or his authorized representative in charge of the work who shall within the aforesaid period of seven days inspect the work, and if any work shall be covered up or placed beyond the reach of checking and/or test checking measurements without such notice having been given or Engineer-in-charge consent being obtained in writing, the same shall be uncovered at the Contractor's expense, or in default thereof no payment or allowance shall be made for such work or the materials with which the same was executed.
- i. Engineer-in-charge or his authorized representative may cause either themselves or through another officer of the department to check the measurements recorded by contractor and all provisions stipulated herein above shall be applicable to such checking of measurements or levels.
- j. It is also a term of this contract that checking and/or test checking the measurements of any item of work in the measurement book and/or its payment in the interim, on account of final bill shall not be considered as conclusive evidence as to the sufficiency of any work or material to which it relates nor shall it relieve the contractor from liabilities from any over measurement or defects noticed till completion of the defects liability period

49 Labour Camp Facilities

Subject to availability, GMRT may provide space for establishing a labour camp for the contractor's labourers outside the GMRT Observatory premises. The Contractor shall, at his own cost, make all necessary arrangements and provide required facilities for the labour camp, including but not limited to:

- a) Mobile toilet facilities,
- b) Safe and adequate drinking water,
- c) Temporary camp structures/materials,
- d) Lighting and sanitation arrangements,
- e) Waste disposal and housekeeping measures,
- f) First-aid and basic welfare facilities for labourers.

Signature of the Contractor

The Contractor shall be fully responsible for:

- a) Security and maintenance of the labour camp premises,
- b) Fencing/barricading of the allotted area,**
- c) Compliance with all applicable labour laws, safety regulations, and Health, Safety & Environment (HSE) requirements,
- d) Implementation of all necessary safety measures within and around the labour camp area.

The Contractor shall ensure that the labour camp is maintained in a clean, hygienic, and safe condition throughout the contract period and shall remove all temporary structures and restore the site to its original condition upon completion of the work.

Signature of the Contractor

PART – F SCOPE OF WORK/BOQ

Sr. No	Item Description	UNIT
1	Construction Of Civil Structure for 18 Metre Antenna at the GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra. <i>Detailed scope of work mentioned in the BOQ.</i>	01 Job

A. Important Technical Notes and Contractor Responsibilities:

1. The characteristic compressive strength of concrete shall not be less than **M40**. Notwithstanding the permissible limits specified in IS 456:2000 for acceptance of concrete, no reduction or tolerance in the specified strength shall be permitted considering the critical nature of the structure.
2. Concrete failing to achieve the specified strength shall be rejected and necessary approved remedial measures by NCRA shall be taken by the contractor at no extra cost.
3. The Mechanical Contractor shall also be associated during the construction activities, including fixing of foundation templates, joint inspection of azimuth bearing mounting, rail level works, and other related activities.
4. The item of work titled “**Fixing Laser-Cut 32 mm Dia, Grade 8.8 Threaded Foundation/Anchor Bolts and Base Plate**” shall be executed only after obtaining approval from the GMRT/NCRA Civil and Mechanical Departments and in coordination with **both Civil and Mechanical Contractors**.
5. The reinforced concrete for roof beam where foundation bolts shall be fixed to be executed in the presence of GMRT-NCRA civil & Mechanical departments along with Mechanical contractor.
6. The Contractor shall submit a detailed **Project Completion Schedule** along with a Resource Allocation Plan immediately after issuance of the work order and/or handing over of the site, demonstrating the methodology for achieving the committed project timeline.
7. The scope of civil works shall include construction as per the construction drawings issued by GMRT-NCRA-TIFR on an item-rate basis, inclusive of:
Supply of all materials,
Construction activities,
Testing and quality control,
All facilities and services required for successful completion and handing over of the project, all in accordance with the Technical Specifications and Bill of Quantities (BOQ).
8. The Contractor shall monitor the progress of work on a day-to-day basis and prepare weekly and monthly progress reports for submission to the Engineer-in-Charge.
9. The Contractor shall assess and deploy adequate labour and resources from time to time to achieve the targeted construction schedule..

Signature of the Contractor

10. The Contractor shall review, implement, and supervise safe construction practices in compliance with applicable Health, Safety and Environment (HSE) codes and regulations.
11. All works shall be executed strictly in accordance with the approved Quality Assurance Plan (QAP) and relevant Indian Standards/Codes to ensure the required quality standards.
12. The Contractor shall ensure complete compliance with all Departmental requirements stipulated in the contract/tender documents by adopting necessary quality measures, checklists, and monitoring systems.
13. The Contractor shall regularly follow up and maintain field and laboratory testing schedules and ensure timely completion of all prescribed tests for quality construction.
14. The Contractor shall submit documentary evidence regarding the qualification and experience of all personnel/labour proposed to be deployed at site for approval by the NCRA-TIFR Department.
15. The Contractor shall maintain all statutory and project-related records/registers, including but not limited to:
 - Daily labour register,
 - Material inward/outward and consumption register,
 - Site visit register,
 - Site instruction book,
 - Testing records,
 - Inspection records,
 in duplicate and in accordance with CPWD/DAE/Government of India norms.

16. **Quality Assurance Plan (QAP):**
 The QAP shall be prepared and approved by the Department in consultation with the Architect/Structural Consultant appointed by NCRA-TIFR in accordance with CPWD/DAE/GoI guidelines. Once finalized, the Contractor shall be fully responsible for execution of the work strictly as per the approved QAP.
 All quality checkpoints and inspection requirements specified in the QAP shall be duly maintained and complied with to achieve the required specifications and standards. Any deviation observed during execution shall be immediately brought to the notice of NCRA-TIFR for review and approval.

Signature of the Contractor

APPLICATION FORM

[On the letterhead of the applicant, including full postal address, email address and telephone no.]

Bid Ref. No.: _____

Date: _____

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Sir,

Being duly authorized to represent and act on behalf of (hereinafter referred to as “the Applicant”) and having reviewed and fully understood all the pre-qualification criteria provided, the undersigned hereby applies to be pre-qualified by yourselves as a tenderer for award of work(s) for for **Construction Of Civil Structure for 18 Metre Antenna at the GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra** specification attached. **the Giant Metrewave Radio Telescope (GMRT), Khodad near Narayangaon, Taluka Junnar. District Pune, Maharashtra**

1. Attached to this letter are copies or original documents defining:

- A. the applicant’s legal status
- B. the principal place of business
- C. the place of incorporation (for applicants who are corporations) or the place of registration and the nationality of the owners (for applicants who are partnerships or individually owned firms)
- D. All Annexure.

2. Your agency and its authorized representatives are hereby authorized to conduct any inquiries or investigations to verify the statements, documents and information submitted in connection with this application, and to seek clarification from our bankers and clients regarding any financial and technical aspects. This letter of application will also serve as authorization to any individual or authorized representative or any institution referred to in the supporting information, to provide such information deemed necessary and requested by you to verify statements and information provided in this application, or with regard to the resources, experience, and competence of the Applicant.

3. Your agency and its authorized representatives may contact the following persons for further information on general, personnel, technical and financial enquiries.

Contact 1: Name, email and Phone no.

Contact 2: Name, email and phone no.

4. This application is made with the full understanding that:

- A. Bids submitted by applicants will be subject to verification of all information submitted at the time of bidding.
- B. Your agency reserves the right to:
 - amend the scope and value of the contract/bid under this project; in such event, bids will only be called from pre-qualified bidders who meet the revised requirements; and
 - reject or accept any application, cancel the pre-qualification process, and reject all applications without assigning reasons or incurring any liability thereof; and
- C. Your agency shall not be liable for any such actions and shall be under no obligation to inform the applicant.

The undersigned declares that statements made and the information provided in the duly completed application are true and correct in every detail.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

BIDDER'S DETAILS
(To be printed on letterhead)

1	Name of the Firm/ Company		
2	Address of the Firm/ Communication Address:		
3	Name and Designation of Authorised Signatory		
4	Mobile No.:		
5	Telephone No.:		
6	E-Mail ID:		
7	Website:		
8	GST Registration Number:		
9	PAN Number:		
10	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFSC Code No:	
		Name of Branch:	
11	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry		
a)	Name of Person:		

b)	Designation:	
c)	Mobile No:	
d)	E-Mail ID:	

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

DECLARATION REGARDING NON-BLACKLISTING / DEBARMENT

(To be printed on letterhead)

Enquiry / Tender No.: _____

1. I/We _____ (Applicant) hereby declare that our firm/company namely M/s _____ has not been blacklisted or debarred in the past by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender.

(OR)

2. I/We _____ (Applicant) hereby declare that our firm/company namely M/s. _____ was blacklisted or debarred by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender for a period of ____ years w.e.f. _____ to _____.

The period is over on _____ and now the firm/company is entitled to take part in the Government Tender.

** Please strike off whichever is not applicable*

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

Email Address:

CERTIFICATE OF COMPLIANCE
(To be printed on letterhead)

Enquiry / Tender No.: _____

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Sub.: Restrictions on procurement from Bidders from a country or countries or a class of countries under Rule 144(xi) of the General Financial Rules 2017 -reg.

Sir,

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise of any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be a violation of the Code of Integrity and would attract penalties as mentioned in this tender document, including debarment.

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

Email Address:

ACCEPTANCE OF TERMS & CONDITIONS OF TENDER
(To be printed on letterhead)

Enquiry / Tender No.: _____

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Sub.: Acceptance of Terms & Conditions of Tender -reg.

Sir,

I/We hereby certify that I/we have read the entire technical specifications, bid-specific terms and conditions and buyer-added terms and conditions of the subject bid (including all documents like annexure(s), etc.), which form part of the contract agreement and I/we shall abide by the terms/conditions/clauses contained therein.

I/We hereby unconditionally accept the tender conditions of the above-mentioned bid document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Government Department / Public Sector Undertakings.

Thanking you,

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

Email Address:

SOLVENCY CERTIFICATE
(Bankers' Certificate from A Nationalized / Scheduled Bank)

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

Signatory (signature in full):

Name:

Designation of Official:

Seal of the Bank:

NOTE:

1. Bankers' certificates should be on the letterhead of the Bank, sealed in a cover addressed to the tendering authority.
2. In the case of a partnership firm, the certificate should include the names of all partners as recorded with the Bank.

Chartered Accountant's Certificate
(To be printed on CA letterhead)

Financial Capabilities

Financial Year	Turnover	Net Worth
2022-23		
2023-24		
2024-25		

Signature of Chartered Accountant / Cost Accountant

Name:

Designation:

Date:

Place:

Seal of the Firm:

LITIGATION DETAILS
(COURT CASES / ARBITRATION)

Year	Name of the work	Name of the Client, with Address	Title of the court Case / Arbitration	Details of the Court/ Arbitrator	Status Pending / Decided	Disputed Amount (Current Value, the equivalent) in case of Court Cases / arbitration	Actual Awarded Amount (Rs) in decided Court Cases / arbitration

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

Details of construction plant, machinery, equipment's, accessories & infrastructure facilities possessed by the bidder

S. N.	Name of Instruments/equipment's along with Make and Model number to be specified	Remarks
01		
02		
03		
04		
05		
06		
07		
08		
09		
10		
11		
12		
13		
14		
15		
16		
17		

UNDERTAKING
(To be printed on letterhead)

Bid Ref. No.: _____

Date: _____

1. We have studied the complete tender document, including corrigenda, if any and accept all the terms and conditions.
2. It is certified that our firm / agency / company has never been blacklisted / debarred 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. The eligible similar Work(s) have not been executed through another contractor (or by third parties) on back to back by basis.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

FORM OF AGREEMENT

This Agreement made the _____ day of _____ 2024 _____ between National Centre for Radio Astrophysics (NCRA)- Tata Institute Of Fundamental Research (TIFR), Pune for the entering into work(s) for **Construction Of Civil Structure for 18 Metre Antenna at the GMRT Observatory Khodad, Tal Junnar, Dist Pune 410504, Maharashtra**, (hereinafter called "The Employer") who enters into this Agreement of the one part and M/s (herein Here after called "The Contractor") of the other part.

Whereas the Employer is desirous that certain works should be executed by the Contractor viz. _____ ("the Works") and has accepted a Bid by the Contractor for the execution and completion of the works and the remedying of any defects therein.

Now this Agreement is witnessed as follows:

1. In this Agreement, words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.
 - A. The Letter of Award
 - B. The said Bid
 - C. The General Conditions of Contract
 - D. Prequalification document
 - E. Instructions to Tenderers and Specific Conditions of Contract
 - F. The Specification
 - G. The Drawings
 - H. The Financial Bid
 - I. Any other relevant documents referred to in this Agreement or in the aforementioned documents

3. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity with all respects with the provisions of this work.

4. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying of defects therein, the Contract Price or only such other sums as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

In Witness whereof, the parties hereto have caused this Agreement to be executed on the day and year first before written.

Signed, Sealed, and Delivered by the Said

 Binding Signature for and
 on behalf of GMRT/NCRA-TIFR, Pune.
 In the presence of: Witness (1):

 Binding Signature of Contractor
 Witness (2):

PROFORMA FOR PERFORMANCE BANK GUARANTEE

(To be executed by the successful bidder on a stamp paper of Rs. 500
from any Nationalised Bank or Scheduled Bank)

In consideration of the NATIONAL CENTER FOR RADIO ASTROPHYSICS - TATA INSTITUTE OF FUNDAMENTAL RESEARCH (hereinafter called "NCRA-TIFR") having agreed under the terms and conditions of Work Order No _____ dated _____ made between NCRA-TIFR and M/s. _____ (hereinafter called "the said Contractor(s)") for the work (hereinafter called "the said Work Order") having agreed to production of an irrevocable bank Guarantee for Rs. _____ (Rupees _____ Only

only), as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said Work Order, we _____ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the NCRA-TIFR an amount not exceeding Rs. _____ (Rs _____ only) on demand by the NCRA-TIFR.

2. We (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the NCRA-TIFR stating that the amount claimed is required to meet the recoveries due or likely to be due from the said Contractor(s). 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 NCRA-TIFR 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 made by us under this bond shall be a 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 Work Order and that it shall continue to be enforceable till all the dues of the NCRA-TIFR under or by virtue of the Work order have been fully paid and its claims satisfied or discharged or Purchase Officer on behalf of the NCRA-TIFR certifies that the terms and conditions of the said Work Order have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

5. We (indicate the name of Bank) further agree with the NCRA-TIFR that the NCRA-TIFR 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 Work Order or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers

exercisable by the NCRA-TIFR against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said Work Order 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 NCRA-TIFR or any indulgence by the NCRA-TIFR to the said Contractor(s) 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 the Contractor(s).

7. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NCRA-TIFR in writing.

8. This guarantee shall be valid up to _____ unless extended on demand by NCRA-TIFR. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. _____ (Rupees _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liability under this guarantee shall stand discharged.

Signed and sealed,

Dated the day of for

(indicate the name of Bank)

* * (Note: The Letter of Intent shall form part of the Agreement)

FORMAT OF INDEMNITY BOND

(To be executed by the successful bidder on **Rs. 500/-** Non-Judicial Stamp Paper duly notarized)

Work Order No. _____ dated _____

In consideration of the 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:

- 1) Any expenses arising from any injury or accident or death of workers hired for this work or damage to the property of any third party.
- 2) Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- 3) Any award of compensation or damages upon any claim as above.
- 4) 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.
- 5) 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).
- 6) Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation or damages arising therefrom.

We also hereby confirm that we have taken Workman's Compensation Policy No. _____ dtd. _____ valid till _____ for _____ persons deployed for work awarded to us against the above-cited order form M/s. _____

For and on behalf of M/s. _____

Date:

S E A L

Accepted By

for and on behalf of GMRT/NCRA-TIFR, Pune

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

The Agreement made this day of two thousand and between son of of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, *inter alia*, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof **for Ten years** from the date of giving of water proofing treatment.

NOW THE GUARANTOR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-Charge with regard to cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer will be final and binding on the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor and by
.....
and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

1.

2.

Signed for and on behalf of THE PRESIDENT OF INDIA by in the presence of—

1.

2.

CERTIFICATE OF VISIT TO THE SITE

**NCRA CPPP TENDER No. NCRA:WF020:CPPP:2026-27
For Construction of Civil Structure for 18 Mtr Antenna at GMRT Observatory, Khodad**

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, 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:

**Giant Metrewave Radio Telescope (GMRT)
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Khodad, Near Narayangaon, 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 Group Coordinator,
It's Representative

Date :

PART – H GENERAL GUIDELINES TO BIDDERS ON CPPP E-PROCUREMENT MODULE

1. Procedure for Registration by the Bidder

- 1.1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll" on the CPP Portal.
- 1.2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 1.3. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 1.4. Upon enrollment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 1.5. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.

Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. Searching for Tender Documents

- 2.1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2.2. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 2.3. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. Procedure for preparation and submission of bids

- 3.1. The documents should be page numbered and contain the list of contents with page numbers. The deficiency in documentation may result in the rejection of the Bid.

3.2. Bidder should take into account any corrigendum published (if any) on the tender document before submitting their bids.

3.3. Bidders are advised to go through the Tender advertisement and the Tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the documents that need to be submitted. Any deviations from these may lead to rejection of the bid.

3.4. Bidders, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats. Bid documents may be scanned with 100dpi.

3.5. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use the "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for the bid submission process.

3.6. As part of the bid, bidder should provide all the documents as follows:-

- Bidders should log into the site well in advance for bid submission so that he/she uploads the bid in time i.e. on or before the bid submission time. Bidders will be responsible for any delay due to other issues.
- The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- The serve time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- All the documents being submitted by the bidders would be encrypted to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings

4. Assistance to Bidders:

Any queries relating to the NIT document and the terms and conditions contained therein should be addressed to the Purchase Officer, NCRA-TIFR, Pune. For, any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462 / 0120-4001002 / 0120-4001005 / 0120-6277787.



