

International Centre for Theoretical Sciences
Tata Institute of Fundamental Research
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TATA INSTITUTE OF FUNDAMENTAL RESEARCH
INTERNATIONAL CENTRE FOR THEORETICAL SCIENCES

No. ICTS/TIFR/PE/MS Solar Panel/Project/03/03/2017

Date : 07-03- 2017

To,

Subject: -Designing, Supply and Fabrication, erection frame work for Car parking (with solar PV Panel system) at ICTS-TIFR campus, Shivakote village Bengaluru.

Gentlemen,

Please find enclosed herewith blank quotation for the subject work. You are requested to submit your competitive offer in sealed cover on due date, as per the details given below.

Please note that, i. Quotation shall be submitted in Three separate sealed covers (EMD, Technical bid & Financial bid)

ii. The rate shall be written neatly and legibly both in figures and words.

iii. Please put the seal and signature on every page of the bid document.

iv. Conditional tender will be liable to be rejected.

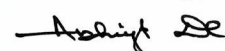
Name of Work : Designing, Supply and Fabrication, erection frame work for Car parking (with solar PV Panel system) at ICTS-TIFR campus, Shivakote village Bengaluru.

SCHEDULE 'A'

Estimated Cost of the Work	: Rs.14,00,000.00
EMD	: Rs.28,000.00
Security Deposit	: 5 % of the tendered amount.
Performance Guarantee	: 5% (Five percent) of the tendered amount
Time of Completion	: 60 Days
Pre Bid Meeting	: 11:00 Hrs on 20.03.2017
Date of receipt of Quotation	: Up to 16:00 Hours on 22.03.2017
Place of opening	: Admin office, ICTS-TIFR Campus,
	: Survey no.151, Shivakote (V), Bengaluru-560089.
Time of opening	: 15:30 hours
Authority for operation of Contract Clause	: Centre Director/EIC

Thanking You,

Your's faithfully,



Administrative Officer



GENERAL NOTE:

1. Sealed item rates tender in two part are invited on behalf of the Centre Director, ICTS and will be received in the office of the Purchase, ICTS from contractors of appropriate class on the approved lists of CED, DOS or Central PWD or MES or Railways or State PWDs and/ or from Contractors experienced in works of similar kind and magnitude.

2. The period of contract shall commence within 15 days mobilization period from the date of issue of work order.

3. The contractor should have experience in similar kind of work, i.e., Car parking roof work with MS, MS Roof Cum Truss work, MS frame work, MS Structural work etc.,.

4. Tender documents consisting of drawings, complete specifications, schedule of quantities for various items of work to be done and set of conditions of contract to be complied with by the tenderers whose tender may be accepted can be obtained from the office of the Purchase, ICTS on any working day between 10:00 hours to 16:00 hours.

5. As we do not follow enlistment, it is preferred to specify eligibility of entire of having executed one of following in last 5 years. Agencies fulfilling following criteria shall be eligible to participate:

(i) Three similar works each of value not less than 40% of estimated cost i.e., Rs. 5,60,000/- (OR) Two similar works each of value not less than 60% of estimated cost i.e., Rs. 8,40,000/- (OR) One similar work of value not less than 80% of estimated cost i.e., Rs. 11,20,000/-.

(ii) The value of executed works shall be brought to correct costing level by enhancing the actual value of work at simple rate of 7% per annum, calculated from the date of completion to the date of receipt of application for tender.

(iii) Not having incurred any loss in more than 2 years during last 5 years ending 31-03-2017.

(iv) Bank Solvency Certificate of Minimum Value Rs.4,20,000.00.

(v) Average Annual turnover during last 3 years ending 31.03.2017 should be at least Rs. 7,00,000.00 Lakhs.

6. Tender should be submitted in THREE separate sealed cloth lined cover superscribing the name of work, NIT number and name of Tenderer, EMD, TECHNICAL BID AND FINANCIAL BID. The tenders with any deviation with respect to departmental condition/stipulations are liable for rejection. The tender shall be submitted in the printed format issued by ICTS with a schedule of quantity. Bids with any other document/with deviation condition/overall rebate/conditional rebate, etc., shall be liable for rejection.

If any tenderer withdraws his tender after the price bid is opened within the validity period or makes any modifications in the terms and conditions of the tender which are not acceptable to the Department, then the ICTS shall, without prejudice to any/or other right or remedy be at liberty to forfeit the EMD, reject/barred from ICTS tenders.

Application for tender document along with following is compulsory:

(i) Latest work done certificate with respect to work experience.

(ii) In case of registered contractors currently valid registration certificate in appropriate class if available.

(iii) Letter of authority, in case the application is through authorized person, are liable for rejection.

The ICTS reserves the right to reject any application for issue of tender papers without assigning any reason.

7. Tenders are to be on the printed form of the ICTS. The drawings issued with the tender documents should be returned along with the tender. The tenderers shall quote rates in figure as well as in words and amounts tendered by them. The amount for each item shall be worked out and requisite total given. All corrections shall be attested by the dated initials of the tenderer. **Tenders with correction of rate/amount with correction fluid are liable for rejection.**

8. The acceptance of the tender will rest with the Centre Director, ICTS who does not bind himself to accept the lowest or any other tender. No reasons will be furnished for the acceptance or rejection of any tender.

9. Preference to the offers from public sector units over those from other tenderers in accordance with the policies of the Government from time to time.

10. ICTS reserves the right to cancel the tender/ alters the scope or reduce quantum of work before issue of work order and the Tenderer shall not have any claim whatsoever on this account.

11. SECURITY DEPOSIT: 5% of tender amount.



12. LIQUIDITY DAMAGE: In case the work is not completed within the agreed time schedule and after a grace period of seven days, then liquidity damages will be imposed automatically and will be deducted from the bill of the vendor at the rate of 0.5% per week, subject to a maximum of 10% of the order value. - Please refer clause- 2 of contract condition.

13. DISPUTE: Any disputes or differences that may arise between the parties will be referred to the sole arbitration of the Director-ICTS. The decision of the arbitration will be final and binding on the parties. The venue for the arbitration will be Bangalore. The provisions of the Arbitration and Conciliation Act, 1996 as amended from time to time will apply. The courts in Bangalore will have exclusive jurisdiction to deal with any or all disputes between the parties.

14. TERMINATION: If the works are not as per specifications or as per approved sample or the agency fails to carry out any or all of the terms and conditions of the contract, the Institute reserves the right to cancel the order, wholly or partially or can ask the agency for replacement or accept the quality subject to suitable reduction in rates, for which the agency shall have no claim whatsoever against ICTS, Bangalore. The work shall be carried out strictly in accordance with the terms, conditions and specifications as stipulated in the tender documents, in the approved workmanlike manner and as per standard practice.

15. Deployment of adequate number of work force and machineries to ensure completion of the work within the stipulated time should be ensured.

16. Bidders are requested to submit the details of completed works, ongoing works in the form of statement as per the enclosed format, yearly turn over, Profit & loss statement along with balance sheet for the last 3 years as per the enclosed statement.

17. List of man power, plant & machineries shall be submitted in detail.

Short listing of the agencies shall be subject to thorough verification of their credentials and inspection of works carried out by them, through a Technical Evaluation Committee of experts, constituted by ICTS.

The Department reserves the right to verify the particulars furnished by the applicant independently and reject any application without assigning any reason and to restrict the list of pre-qualified contractors to any number deemed suitable in case too many applications are received satisfying the basic technical & financial evaluation criteria.

The interested agencies are required to furnish the following documents for technical evaluation.

- a) Proof of registration with Government / Semi Government organizations like Railways, PWD, CPWD, MES etc. in appropriate class or having experience in carrying out similar type of works.
- b) Annual turnover as per ITCC or Profit & Loss statement for the last 3 years.
- c) 'PAN' reference,
- d) TIN reference,
- e) Latest Bank Solvency Certificate
- f) WCT registration certificate,
- g) Performance Certificates
- h) List of similar works in hand and Works carried out by them for the last Five years indicating the Agency for whom executed, Value of work, Completion time: Stipulated & Actual or present position of the work.
- i) List of Technical staff they possess.
- j) List of construction plants, machinery & infrastructure facilities they possess.

18. CLAUSES OF CONTRACT:

CLAUSE 18.1 : PERFORMANCE GUARANTEE

i) The contractor shall submit an irrevocable Performance Guarantee of 5% (Five percent) of the tendered amount in addition to other deposits mentioned elsewhere in the contract for his proper performance of the contract agreement, (not withstanding and / or without prejudice to any other provisions in the contract) within period specified in Schedule "A" from the date of issue of letter of acceptance. This period can be further extended by the Engineer-in-charge upto a maximum period as specified in Schedule "A" on written request of the contractor stating the reason for delays in procuring the Performance Guarantee, to the satisfaction of the Engineer-in-charge.



This guarantee shall be in the form of Department's cash receipt (in case guarantee amount is less than Rs.10,000/-) or Demand Draft / Pay Order / Banker's cheque / Deposit at call receipt issued by a Scheduled Bank (in case guarantee amount is less than Rs.1,00,000/-) or Government Securities / Fixed Deposit Receipt (FDR) or Guarantee Bonds (BG) of any Scheduled Bank or The State Bank of India in accordance with the form annexed as Section-10(i) hereto. In case a fixed deposit receipt of any Bank is furnished by the contractor to the Government as part of the performance guarantee and the Bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

ii) The Performance Guarantee shall be initially valid upto the stipulated date of completion plus 60 days beyond that. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.

iii) The Engineer-in-charge shall not make a claim under the Performance guarantee except for amounts to which the President of India is entitled under the contract (notwithstanding and / or without prejudice to any other provisions in the contract agreement) in the event of :

(a) Failure by the contractor to extend the validity of the Performance Guarantee as described herein above, in which event the Engineer-in-charge may claim the full amount of the Performance guarantee.

(b) Failure by the contractor to pay President of India any amount due, either as agreed by the contractor or determined under any of the Clauses / Conditions of the agreement, within 30 days of the service of notice to this effect by Engineer-in-charge.

iv) In the event of the contract being determined under provisions of any of the clause / condition of the agreement, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Center Director.

CLAUSE 18.1-A: RECOVERY OF SECURITY DEPOSIT :

The person(s) whose tender may be accepted (hereinafter called the contractor) shall permit Government at the time of making any payment to him for work done under the contract to deduct a sum at the rate of 5% of the gross amount of each running bill till the sum alongwith the sum already deposited as earnest money, will amount to security deposit of 5% of the tendered value of the work. Such deductions will be made and held by Government by way of Security Deposit unless he has / they have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or Fixed Deposit Receipts. In case a fixed deposit receipt of any bank

is furnished by the contractor to the Government as part of the security deposit and the bank is unable to make payment against the said fixed deposit receipt, the loss caused thereby shall fall on the contractor and the contractor shall forthwith on demand furnish additional security to the Government to make good the deficit.

All compensation or the other sums of money payable by the contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising therefrom, or from any sums which may be due to or may become due to the contractor by Government or any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by scheduled banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Officer

inviting the tender / his representative in the office, any sum or sums which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be collected from the running bills of the contractor at the rates mentioned above and the Earnest Money deposited at the time of tenders will be treated as part of the Security Deposit

Security Deposit as deducted above can be released against Bank Guarantee issued by a Scheduled Bank on its accumulation to a minimum of Rs.5 Lakhs subject to the condition that amount of such Bank Guarantee, except last one, shall not be less than Rs.5 Lakhs.

NOTE 1 : Government papers tendered as security will be taken at 5% (five per cent) below its market price or at its face value, whichever is less. The market price of Government papers would be ascertained by the Engineer-in-charge at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

NOTE 2 : Government Securities will include all forms of securities mentioned in Rule No. 274 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security

NOTE 3 : Note 1 & 2 above shall be applicable for both Clauses 1 & 1A..



CLAUSE 18.2: COMPENSATION FOR DELAY - If the contractor fails to maintain the required progress in terms of clause-5 or to complete the work and leave the site on or before the contract 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 the rate stipulated below as the authority specified in Schedule 'A' (whose decision in writing shall be final and binding) may decide on the amount of tendered value of the work for every completed day / month (as applicable) that the progress remains below that specified in Clause-5 or that the work remains incomplete.

This will also apply to items or group of items for which a separate period of completion has been specified.

i) Compensation for delay of work: @ 1.5% per month of delay to be computed on per day basis. Provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the tendered value of work or of the tendered value of the item or group of items of work for which a separate period of completion is originally given. The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the Government. In case, the contractor does not achieve a particular milestone mentioned in Schedule "A", or the re-scheduled milestone(s) in terms of Clause 18.4, the amount shown against that milestone shall be withheld, to be adjusted against the compensation levied at the final grant of Extension of Time. With-holding of this amount on failure to achieve a milestone, shall be automatic without any notice to the contractor. However, if the contractor catches up with the progress of work on the subsequent milestone (s), the withheld amount shall be released. In case the contractor fails to make up for the delay in subsequent milestone(s), amount mentioned against each milestone issued subsequently also shall be withheld. However, no interest, whatsoever, shall be payable on such withheld amount.

CLAUSE 18.3 : WHEN CONTRACT CAN BE DETERMINED : POWERS OF ENGINEERS-IN-CHARGE : 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 in 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 Government service 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 Government.

(vi) If the contractor shall enter into a contract with Government in connection with which commission has been paid or agreed to be paid by him or to his knowledge, unless the particulars of any such commission and the terms of payment thereof have been previously disclosed in writing to the Engineer-in-Charge.

(vii) If the contractor shall obtain a contract with Government as a result of wrong tendering or other non-bonafide methods of competitive tendering.



(viii) If the contractor being an individual, or if a firm, any partner thereof shall at any time be adjudged insolvent or have a receiving order or order for administration of his estate made against him or shall take any proceedings for liquidation or composition (other than a voluntary liquidation for the purpose of amalgamation or reconstruction) under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or composition or arrangement for the benefit of his creditors or purport so to do, or if any application be made under any Insolvency Act for the time being in force for the sequestration of his estate or if a trust deed be executed by him for benefit of his creditors.

ix) If the contractor being a company shall pass a resolution or the court shall make an order that the company shall be wound up or if a receiver or a manager on behalf of a creditor shall be appointed or if circumstances shall arise which entitle the court or the creditor to appoint a receiver or a manager or which entitle the court to make a winding up order.

(x) If the contractor shall suffer an execution being levied on his goods and allow it to be continued for a period of 21 days.

(xi) 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 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.

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

When the contractor has made himself liable for action under any of the cases aforesaid, the Engineer-in-Charge on behalf of the Center Director shall have powers:

a) 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 the Government.

b) 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.

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.

CLAUSE 18.3A : Closure of Contract on non-commencement of work: In case the work cannot be started due to reasons not within the control of the contractor within 1/8th of the stipulated time for completion of work, either party may close the contract. In such eventuality, the Earnest Money Deposit and the Performance Guarantee of the contractor shall be refunded, but no payment on account of interest, loss of profit or damages etc. shall be payable at all.

CLAUSE 18.4 TIME AND EXTENSION FOR DELAY : The time allowed for execution of the works as stipulated in the Schedule "A", 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 Schedule "A" or from the date of handing over of the site whichever is later. If the Contractor commits default in commencing the execution of the work as aforesaid, Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money & performance guarantee absolutely.

18.4.1 As soon as possible after the Contract is concluded, the Contractor shall submit a Time and Progress Chart for each mile stone 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 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 programme has been agreed upon) to complete the work as per mile stones given in Schedule "A".

18.4.2 If the work(s) be delayed by:

- 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 lock out, 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 Government to supply or


vii non-availability or break down of tools and plant to be supplied or supplied by Government 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.

18.4.3 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.

18.4.4 In any such case the Engineer-in-Charge may give a fair and reasonable extension of time and reschedule the mile stones 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.


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