

NOTE:

Relevant drawings and B.O.Q. will be given along with the tender document. The terms and conditions for the NIT of Furniture can be downloaded as given as under. However, the details of the B.O.Q. and the detailed drawings can be obtained by applying for the tender document.

**ARYABHATTA RESEARCH INSTITUTE OF OBSERVATIONAL SCIENCES
(ARIES) MANORA PEAK NAINITAL**

NOTICE INVITING TENDER

NIT No. A.O./153 / 3-12 (1)/2008-09

Dated: 10th April, 2008

Sealed tender in two-bid- system are invited from experienced and competent contractors for and on behalf of the Aryabhata Research Institute of Observational Sciences (ARIES) for **“Manufacturing & Supply of Furniture & Fixtures” at ARIES, Manora Peak, Nainital**

Earnest Money Deposit : Rs. 1,00,000/-

The Earnest Money Deposit mentioned above should be paid by Demand Draft from a Schedule Bank in favour of “ARIES NAINITAL” payable at Nainital.

Issue of Tender Document	: 15 th April, 2008
Last Date and Time of Submission of Tender (Part-I & Part -II)	: 05 th May, 2008
Date of opening of Technical Bid	: 08 th May, 2008
Date of opening of Commercial Bid	: 12 th May, 2008
Time of completion of work	: Two months (from the date of award of work)

Qualifying Criteria:

1. Tenderer should possess adequate infrastructure & capabilities to supply & install furniture & furnishing.
2. Experience in execution of at least 2 (two) works of similar type value not less than Rs. 10 (Ten) Lakh in single order during last 3 (three) years in Govt./ semi Govt. department, Corporate Sector or Autonomous Body. Successful and satisfactory work completion certificate be attached.
3. Annual turnover not less than Rs 25 Lakh during last 3 (three) years supported by Audited balance sheet. PAN & ST/CST no. must be submitted.

Terms & condition :

1. The tender shall be submitted in two sealed envelopes. One envelope shall be super scribed “Technical Bid” in bold letters on the top, which shall contain -

- (i) Technical Bid (un-priced),
- (ii) EMD,
- (iii) Technical Particular
- (iv) Catalogues specifying all technical parameters.

2. The other envelope shall be super scribed “Price Bid” in bold letters on the top, which shall include the schedule of Prices duly filled up & signed. Both the envelope individually sealed, shall be submitted in another sealed envelope.
3. While opening the tender, the envelopes marked “Technical Bid” will be opened first The “Price Bid” of only those bidders who fulfil the following conditions, shall be opened –
 - i) Requisite EMD as specified above.
 - ii) Technical catalogues and particulars of the quoted brand of products submitted.
 - iii) The brand of products is technically acceptable – in terms of technical particulars.
 - iv) Terms and conditions are as per provision specified in this tender document.
4. The offers of particular “items” or “Brand” shall also be technically disqualified, if bad performances report of such “items” or “Brand” is received from any client and if such report is found to be authentic.
5. The quoted rates shall be inclusive of taxes and duties etc. including delivery to the site.
6. Catalogue incorporating detailed description and special features of furniture & furnishing offered shall be submitted along with the tender.
7. The tenderer shall clearly mention the guarantee period offered against the goods indicating the nature and terms of guarantee.

Issue of Tender Document :

The issue of tender papers to a tenderer does not automatically mean that the tenderer is considered qualified for the priced part of the bid .For all clarifications regarding items of supply or any matter related to the tender, Registrar ARIES may be contacted during office hours on all working days.

GENERAL CONDITIONS OF TENDER

1. Definition of Terms

In the tender document as herein defined where the context so admits, the following words and expression will have the following meaning:

1.1 “The Owner” means the ARIES NAINITAL having its registered office at Nainital.

1.2 “The Contractor” means the person or the persons, firms or company whose tender has been accepted by the Owner and includes the Contractor’s legal representative, his successors and permitted assignees.

1.3 The “Engineer-in-Charge” shall mean the person designated as such by the Owner and shall include those who are expressly authorized by the Owner to act for and on his behalf for operation of this contract.

1.4 The “Work” shall mean works to be executed in accordance with the tender or part thereof as the case may be and shall include all extra, additional altered or substituted works as required for the purpose of the contract.

1.5 “Contract Document” means collectively the Tender Document, Design, Drawings, Specifications, agreed variation, if any, and such other document constituting the Tender and acceptance thereof.

1.6 “The Sub-Contractors” means any person or firms or company (other than the contractor) to whom any part of the work has been entrusted by the contractors, with the written consent of the Engineer –in-charge, and the legal personal representatives, successors and permitted assigns of such person, firms or company,

1.7 The “Contract” shall mean the Agreement between the owner and the Contractor for the execution of work including therein all contract documents.

1.8 The “Specification” shall mean the various technical specifications attached and referred in the tender documents. It shall also include the latest edition including all addenda/ corrigenda before entering into contract.

1.9 “The Drawings” shall include maps, plans and tracing or prints thereof with any modifications approved in writing by the Engineers-in-Charge and such other drawings as may required, from time to time, or furnished or approved in writing by the Engineer-in-charge.

1.10 The “Tender” means the tender submitted by the contractor for acceptance by the owner.

1.11 The “Alteration order” means an order given in writing by Engineer-in-charge to effect additions to or deletion from and alteration in the work.

1.12 The “Completion Certificate” shall mean the certification by the Owner when the work have been completed to his satisfaction.

1.13 The “Final Certificate” in relation to a work means the certificate issued by the Owner after the period of liability is over.

1.14 The “Period of Liability” in relation to a work is the specified period from the date of issue of completion certificate up to the date of issue of final certificate during which the Contractor stands responsible for rectifying all defects that may appear in the works.

1.15 The “Appointing Authority” for the purpose of arbitration shall be the Director, ARIES Nainital or any other person so designated by the Owner.

GENERAL INSTRUCTIONS TO TENDERER

2. Submission of Tender

2.1 Tender must be submitted in original and without making any additions, alteration and as per detail given in other clauses in tender document. The requisite detail shall be filled in by the contractor in Part I & Part II of Tender document. The rate shall be filled in the Schedule given in this tender document. Reservation, if any, regarding the tender condition and Schedule rate should be clearly brought out in a separate letters.

2.2 Addenda/ Corrigenda to this tender document, if issued, must be signed and submitted along with the tender document . The tenderer should write clearly the revised quantities in schedule of rate of Tender Document and should price the work based on revised quantities when amendments for quantities are issued in addenda.

2.3 The tender document marked as “**Original**” should be submitted along with the office and the second copy will remain with the tenderer.

2.4 The tender should be placed in doubled sealed covers super- scribing the full name of the work, due date of opening .The full name, postal address of the tenderer shall be written on the bottom left corner of the sealed cover.

3. Documents

3.1 The tenders, as submitted, shall consist of the following:-

(i) Complete set of the “Original Copy” of the tender document as sold duly filled in and signed by the tenderer as prescribed in different clauses of the tender document with all addenda / corrigenda issued duly signed.

(ii) Earnest money in the manner specified.

(iii) Power of Attorney or a true copy thereof duly attested by Gazetted officer/ Notary as an authorized representative, who has signed the tender, as original.

(iv) Income tax clearance and sales tax clearance certificates in original or their true copies duly attested by Government Gazetted officer.

(v) Information regarding tenderer in the proforma enclosed under the head “Information about Tenderer”

(vi) Details of work of similar type and magnitude carried out by Tenderer in the proforma enclosed. (Annexure-I)

(vii) Details of construction plant and equipment available with the Tenderer for use in this work in proforma enclosed under the head “Information Regarding Equipment which the Tenderer proposes to use for this work. (Annexure-II).

(viii) Solvency Certificate from a Schedule bank to prove the financial ability to carry out the work tendered for.

3.2 ALL pages to be initialled

All the pages of tender document shall be initialled at the lower right hand corner and signed wherever required in the tender by the tenderer or by a person holding power of Attorney authorizing him to sign on behalf of the tender before submission of tender.

3.3 Rate should be in Figures and words

The tenderer should quote the rate in English both in figures and words. The rates and amounts tendered by him in the schedule of rates for each item and in such a way that insertion is not possible. However, should there be any discrepancy between the rates in figures and in words the lower of the two shall be considered as correct. The amount for each item should be worked out and entered and requisite total given of all items both in figure and words. The tendered amount for the work shall be entered in the tender and duly signed by the tenderer.

3.4 Correction and Erasures

All correction and alteration in the entries of tender document will be signed in full by the Tenderer with date, no erasures or over-writing is permissible.

4.0 Signature of Tenderer

4.1 The tender shall contain the name, residence and place of business of person or persons making the tender and shall be signed by the tenderer with his usual signature. Partnership firms shall furnish the full name of all partners in the tender. It should be signed in the partnerships Firm's name by all partners or by duly authorized representation followed by the name and designation of the person signing. Tender by a corporation shall be signed by an authorized representative and a power of attorney in that behalf shall accompany the tender .A copy of the constitution of the firm with names of all partners shall be furnished.

4.2 When a tenderer signs a tender in a language other than English, the total amount tendered should be written in the same language. The signature should be attested at least by one witness.

4.3 Witness

Witness and sureties shall be persons of status and property and their names, occupation and address shall be stated below their signature.

4.4 Detail of Experience

The tenderer should enclose document to show that he has previous experience in having successfully completed in the recent past works of the same nature, together with the names of owners, location of sites and values of contract.

5. Transfer of Tender Documents

Transfer of tender document purchased by one tenderer to another tenderer is not permissible.

6. Earnest Money

The tenderer must pay earnest money as given in the notices of inviting tender with the Tender document failing which the tender is liable to be rejected. The earnest money can be paid by Demand Drafts from any Nationalised Bank in favour ARIES NAINITAL payable at Nainital.

The earnest money deposited by successful tenderer will remain towards the security deposit for the fulfilment of the contract but shall be forfeited if the tenderer fails to deposit the requisite initial security deposit as per clause no.10 hereof and **fails to execute the agreement within 25 days from the date of issue of the Letter of Intent.**

7. Validity

Tender submitted by tenderer shall remain valid for acceptance for a period of 90 days from the date of opening of the tender .The Tenderer shall not be entitled during the said period, without the consent in writing of the Owner, to revoke; or cancel his tender or to vary the tender given or any term thereof. In case of tenderer revoking or cancelling his tender or varying any term in regard thereof without the consent of Owner in writing, the Owner shall forfeit earnest money paid by him along with tender.

8. Addenda/ Corrigenda:

8.1 Addenda /Corrigenda to the tender document may be issued prior to the date of opening of the tenders to clarify document or to reflect modification in the design or contract terms.

8.2 Each addenda /Corrigenda issued by the Owner will be distributed in duplicate to each person or organization to whom a set of tender document has been issued .Each tenderer will retain one copy of each addenda /Corrigenda for submission along with his tender and return one signed copy to the Engineer-in-Charge as acknowledgement of receipt of the same. All addenda/Corrigenda issued by the Owner shall become part of tender Documents.

9. Right of Owner to Accept or Reject Tender:

(1) The right to accept the tender will rest on the Owner. The Owner however, does not bind itself to accept the lowest tender, and reserves to itself authority to reject any or all the tender received without assigning any reason whatsoever.

(2) Tenders in which any of the particulars and prescribed information are missing or are Incomplete in any respect and/or the prescribed conditions are not fulfilled are liable to be rejected.

(3) **Canvassing in connection with tenders is strictly prohibited and tender submitted by the Tenderer who resort to canvassing will be liable to rejection.**

10. Security Deposit

The person/persons whose tender may be accepted (hereafter called the Contractor) shall within 15 days from the date of issue of the Letter of Intent, remit the initial Deposit of 5% of the accepted value of the tender to the ARIES Nainital in the manner stipulated in clause of General Condition of Contract.

11. Time schedule for completion of work:-

The contractor will ensure the completion of work within two months from the date of award of works. Delay in completion will attract a penalty of 1% of the total cost of the awarded work. Request for revision for fabrication time after tenders are opened will not be received for consideration.

12. Collection of Data Tenderer's Responsibility

The tenderer shall visit the site and acquaint himself fully of the site and no claims whatsoever will be entertained on the plea of ignorance or difficulties involved in execution of work or carriage of material.

13 Co-Ordination of Work

The Engineer-in-Charge shall co-ordinate the works of various engaged personnel at site to ensure quality of work to be carried out by different agencies. It shall be the responsibility of the Contractor to plan and execute the works strictly in accordance with site inspection to avoid hindrance to the work being executed by other agencies.

13.1 Identity Card

Identify Card to be issued to all the worker / labourers under Contractor's seal and signature for a specified period as per the term of the contract and instruct them to carry the same during their movement/ work inside the Aries campus. A list of labourers with their address to be submitted to the Engineer-in-Charge & Security Officer of the ARIES certifying that Identity for them have been issued. On Completion of the work, the workers / labourers must leave the campus within 3 days from the date of completion and the dwelling camps, if any, must be demolished within this period The final bill or any bill of the work after completion will not be passed for payment without a certificate of vacation and demolition of the dwelling camp from the Security Officer.

14. Force Majeure

Any delays in or failure of the performance of either party hereto shall not constitute Default hereof or give rise to any claim for damages, if any, to the extent such delays or failure of performance is caused by occurrences such as Acts of God or the public enemy, expropriation or confiscation of facilities by Government authorities, compliance with any order or request of any Government Authorities, acts of war, rebellion or sabotage or fires, floods, explosions, riots or illegal strikes.

15. Extension of Time

If the Contractor shall desire an extension of the time for completion of the work on the ground of his having been unavoidably hindered in its execution or on any other ground, he shall apply in writing to the Engineer-in-Charge within ten days of the date of the hindrance on account of which he desires such extension as aforesaid and the Engineer-in-Charge shall, if in his opinion (which shall be final) reasonable ground have been shown thereof, authorize such extension of time as may, in his opinion be necessary or proper without any extra cost/ liability to the Owner.

16. Rights of the ARIES to forfeit Security Deposit

Wherever any claim against the Contractors for the payment of a sum of money arises out of under the contract, the Owner shall be entitle to recover such by appropriating part or whole, the security deposit of the Contractor and to sell any Government Securities etc. forming whole or part of such security In the event of the security being insufficient or if no security has been taken from the contractor, then the balance or the total sum recoverable, as the case may be, shall be

deducted from any sum then due or which at any time thereafter may become due to the Contractor. The Contractor shall pay to the owner on demand any balance remaining due.

17. Notices

Any notices here under may be served on the Contractor or his duly authorized Representative at the job site or may be served by registered mail direct to the address furnished by the Contractor. Proof of issue of any such notices could be conclusive of the contractor having been duly informed of all contents therein.

18. Right of Various Interests

(i) The Owner reserves the right to distribute the work b/w more than one Contractor. The Contractor shall co-operate and afford other Contractor reasonable opportunity for access to the work for the carriage and storage of material and execution of their work.

(ii) Wherever the work being by any department of the Owner or by other Contractors employed by the owner is contingent upon work covered by this contract, the respective right of the various interests involved shall be determined by the Engineer-in-Charge to secure the completion of the various portion of the work in general harmony.

19. Payment Terms:-

The payment to the contractor to be made on receipt of materials in full and as per specifications and satisfactory completion of the job on verification by the owner.

PERFORMANCE OF WORK

1. EXECUTION OF WORK

All the work shall be executed in strict conformity with the provision of the contract document and with such explanatory detail drawings, specification and instructions as may be furnished from time to time to the Contractor by the Engineer –in-Charge whether mentioned in the contract or not. The Contractor shall be responsible for ensuring that work throughout are executed in the most substantial proper and workman with manner with the quality of material and workman in strict accordance with specification and to the entire satisfaction of the Engineer-in-Charge.

2. Drawing to be supplied by the Owner.

(2.1) Where drawing are attached with a tender, this shall be for general guidance of the contractor to enable him to visualize the type of work contemplated and scope of work involved. The Contractor will be deemed to have studied the drawing and formed an idea about the work involved.

(2.2) Detailed working drawing, on the basis of which actual execution of the work is to proceed, will be furnished from time to time during the progress of work. The contractor shall be deemed to have gone through the drawing supplied to him thoroughly and carefully and in conjunction with all other connected drawing and bring to the notices of the Engineer-in-Charge discrepancies, if any, therein before actually carrying out the work.

(2.3) Copies of all detailed working drawing relating to the work shall be kept at contractor office on the site and shall be made available to the Engineer-in-Charge at any time during the contract. The drawing and other document issued by the Owner shall be returned to the Owner on the completion of the work.

3. Samples

The Contractor shall furnish to the Engineer-in-Charge for approval when required the specification of all material and finishes to be used in the work. Such samples shall be submitted before the work is commenced and in ample time to permit tests and examination thereof. All material/ furnished material applied in actual work shall be fully equal to the approved samples.

4. Procedure for Measurement/Billing of work in Progress.

(i) Measurements

All measurement shall be in metric system. The measurement of the work as and where applicable, will be jointly measured by the representative of the Engineer-in-Charge and the Contractor's authorized agent will jointly measure all the works in progress progressively. Such measurement will be got recorded in the measurement book by the Engineer-in-Charge or his authorized representative and signed as a token of acceptance by the Contractor or his authorized representative.

For the purpose of taking joint measurement the Contractor's representative shall be bound to be present whenever required by the Engineer-in-Charge. If however he is absent for any reason whatsoever the measurement will be taken by the Engineer-in-charge or his representative and this will be deemed to be correct and binding on the contractor.

TAXES AND INSURANCE

1. Taxes, Duties, Octroi etc

The contractor agrees to and hereby accepts in full and exclusive liability for the payment of any and all taxes, duties, octroi etc. now or hereafter imposed increased or modified from time to time in respect of work and material and all contribution and taxes etc.

(a) Income Tax :

Income Tax at the prevailing rate on the gross amounts of the bill shall be deducted from the contractor's bill as per Section -194 C of the Income Tax Act

(b) Works Contract Tax / VAT :

The scope covered under this tender shall be considered as "Works" and 'Works contract Tax' .Vat at the rate in force, shall be deducted from the contractor's bill as per relevant rules of Sales Tax Act.

ANNEXURE – I

Performance record of similar works executed by the tenderer

Sl. No.	Name of works	Name of the client & address	Year of completion	Present status of performance	Remarks

Seal

(Signature of the tenderer)

ANNEXURE – II

List of similar works executed by the firm during last 3 (three) years and detail of Plant/
Machinery/ equipments available.

Sl. No	Full postal Address of client & Name of Officer-in-Charge	Description Of the Work	Value of Contract	Date of Commencement Of work	Date of Completion	Detail of Plant & Machinery, equipments available with tenderer	Remark
--------	---	-------------------------	-------------------	------------------------------	--------------------	---	--------

Note: Original or attested copies of work order and completion certificates from the Client should be attached by the applicant without which information furnished shall be considered null and void.

Seal

(Signature of tenderer)

ANNEXURE – III

PART-I (TECHNICAL BID)

Sl. No	Particulars (As per B.O.Q. and Drawings enclosed)	Make/ Specifications	Remark

ANNEXURE – IV

PART-II (PRICE BID)

**To be given as per the details of B.O.Q. and Drawings enclosed with the tender.
(Annexure V and VI respectively)**

Sl. No	Particulars	Quantity	Rate

Instructions to tenderer

1. This document (Part-II: Price-Bid) shall be duly filled up, signed on every pages and submitted within the due date & time prescribed in the Notice Inviting Tender. The Price Bid shall be submitted in a separate sealed envelope.
2. Detailed specifications, terms & condition and scope shall be as per description given in the Tender Documents.

INFORMATION ABOUT TENDERER

- 1. Name & Address of the Tenderer** :

- 2. Tenderer's proposal no** :

- 3. Tenderer's Proposal date** :

- 4. Whether prices are firm ?** :

- 5. Terms of payment sought** :

- 6. Total Amount of the tender** :

Date :

(Signature of the tenderer)

4. Should this tender be accepted I/We hereby agree to abide by and fulfil all terms and conditions referred to above and in default thereof, to forfeit and pay to Owner or its successors or its authorized nominees such sums of money as are stipulated in condition contained in Notice Inviting Tender and other tender documents.

5. If I/We fail to commence the work specified in the memorandum in Para (3) above, or I/We fail to deposit the amount of security deposit specified in the memorandum in Para (3) above, I/We agree that the said owner and its successors without prejudice to any other right or remedy be at liberty to forfeit the said earnest money in full otherwise the said earnest money shall be retained by owner, towards the security deposit specified in Para (3) above. The said owner shall also be at liberty to cancel the notice of acceptance of tender if I/We fail to deposit the security amount as aforesaid or to execute an agreement or to start work as stipulated in the tender document.

I/We enclose herewith evidence of my/our experience of execution of work of similar nature and magnitude carried out by my/us in the prescribed Performa and also the Income Tax and Sales Tax Clearance Certificate.

Witness

Date day of 2008

Name in Block Letters:-

Address: -

Signature of Tenderer (s) with the seal of Firm