

INDIAN INSTITUTE OF ASTROPHYSICS

IIND BLOCK, SARJAPUR ROAD, KORAMANGALA, BANGALORE-560 034

PUBLIC TENDER NOTICE NO.PR/PT/LIB/WO/CAP/360 DATED 26TH AUGUST 2009

The Director, Indian Institute of Astrophysics invites Quotations/Bids from reputed firms for following. Hence the interested consultants in the line to submit bids should have executed similar works.

Sl.No.	Description	Quantity	E.M.D	Tender Fee	
	In Brief		(refundable)	(non-refundable)	
			Rs.	Rs.	
01.	Implementation of Compact Storage facility for Stacking		25,000/-	300/-	
	Library documents (as per detail specifications in Ar	nnevure II)			

Note: (1) The Tender documents with Specification details are available on IIA website www.iiap.res.in/tenders.htm. Hence the interested tenderers may at their option down load the same from our website (as no hard copies of Tender documents is/are provided from this office) and submit their offers along with EMD (refundable) and Tender fee (non-refundable) prescribed therein, only in the form of Demand Draft drawn in favour of Director, IIA). However, your offers (both Technical & Commercial/price bids) should be superscribed in envelopes mentioning the tender notice no., Date of opening, and submit both the Bids in separate sealed envelopes addressed in favour of Director, Indian Institute of Astrophysics, Bangalore – 560 034.

2. The firms who fulfill the requirements as in the Annexure II are only eligible to submit their Bids.

(a) Tendering Company shall be professionally managed and equipped with facility for providing required consultancy services.

(b) The tenderers should have Experience in structural design consultancy of work of a similar nature.

(c)The tenderer shall submit Audited Balance Sheet of the previous year duly certified by the Chartered Accountant.

(d) The Contractor shall be required to produce the TDS Certificate indicating the Income Tax deducted by the client for the execution of similar projects.

3. Both Technical/Commercial/price Bids supported by the above information's should be submitted in separate Sealed envelope duly superscribed with the name of proposed work. The completed Bids will be received by this office **upto 1500 Hrs. on** 29th September 2009.

4. If any information furnished by the tenderers is found incorrect at a later stage, the firm shall be liable to be debarred from tendering and taking up of work in IIA. The Institute reserves the right to verify the particulars furnished by the tenderers.

5. The interested tenderers may contact the nominated personnel in Annexure II with prior permission on or before 14^{th} September 2009 in the office hours, for Technical clarifications, if any, before submitting both Technical / Price bids.

6.The firms should submit both Technical and Commercial/Price bids separately superscribed along with Tender fee of prescribed amount **upto 1500 Hrs. Latest by 29th September 2009.** The Technical Bids will be opened in presence of the bidders or their authorized representatives at 1530 Hrs. on 29th September 2009.

7.Incomplete Technical Bids are liable for rejection. Commercial/price bids will be considered only for the Qualified Technical Bidders.

8.Late / delayed offer will not be considered.

9.IIA is not responsible for any delay / loss of documents in transit.

10. No bids will be considered if prescribed Tender Fee is not found with Technical bids Part I.

11. The Commercial/Price Bids will be opened on 15^{th} October 2009 at 1530 Hrs. of those firms technically qualified in the presence of such bidders or their nominated representatives. However, the decisions for finalization shall be done by a technical evaluation committee being nominated for this purpose approved by the Head of the institution.

12.IIA reserves the right to reject any or all tenders without assigning any reasons.

Administrative Officer IIA, Bangalore-34

<u>Annexure-I</u> <u>IMPORTANT: TWO PART TENDER INSTRUCTIONS</u>

1. It is proposed to have a two cover system for this tender.

Part I: (a) Technical part (without price) is one cover. Part II: (b) Commercial /Price part alone is another cover.

2.TECHNICAL PART:

Technical part should clearly indicate the technical details. A compliance Statement indicating whether the specifications are met is to be submitted with reasons for deviations if any. Complete with Drawings, in relevant to the offer are also to be enclosed to the technical part.

2. COMMERCIAL PART (without price)

Commercial part should indicate commercial terms like, delivery period, place of delivery, payment terms, validity, warranty/guarantee etc. and should be sent along with the price part. The Technical part should be kept in one cover along with EMD & Tender Fees superscribing tender number and due date and should be sealed.

3. COMMERCIAL AND PRICE PART alone should be kept in a separate cover superscribing tender number and due date.

5. The technical part in one cover and **Commercial and Price part** in another cover should be put in one large cover, and sould be superscribed with the tender number, due date and time of opening.

4. The cover should be sent to the following address:- THE DIRECTOR, INDIAN INSTITUTE OF ASTROPHYSICS., IIND BLOCK, KORAMANGALA, BANGALORE – 560 034.

6. The offer should be valid for a minimum period of 120 days from the due Date.

7.Offer shall be submitted in sealed cover only as said above.

8.No conditional discounts will be allowed.

9. EMD & Tender fee of prescribed value shall be sent along with the Technical Bids) tenders in the form of demand draft only in favour of "The Director, Indian Institute of Astrophysics., Bangalore" drawn from any Indian Nationalised / reputed Banks in India.

10. Tender shall be submitted as above without fail.

INDIAN INSTITUTE OF ASTROPHYSICS

IInd Block, Koramangala, Bangalore-560 034

No.PR/PT/LIB/WO/CAP/360

Dated:26th August 2009

M/s.

Dear Sirs,

The Director, Indian Institute of Astrophysics, Bangalore invites Sealed Tenders for the supply of Storage facility for stacking Library documents detailed in the Tender Form hereto annexed. The Tender Terms enclosed are also may be noted carefully. If you are in a position to quote for the supply in accordance with the requirement, please submit your quotation in the attached Tender Form also.

Your Tender (Technical, Commercial & price Bids) must reach this office on or before the date and time indicated in the Tender Schedule.

Thanking you,

Yours faithfully,

Encl: as above.

Admn. Officer For Director

INDIAN INSTITUTE OF ASTROPHYSICS BANGALORE-560 034

PUBLIC TENDER DOCUMENT NO:PR/PT/LIB/WO/CAP/360 DT: 26th August 2009

TENDER FORM

FROM:

ТО

THE DIRECTOR, Indian Institute of Astrophysics., Bangalore-560 034.

Sir,

I/We hereby offer to supply the Storage facility for stacking Library documents indicated below at the price hereunder quoted and agree to hold this offer open till______. I/We shall be bound to supply the store hereby offered upon the issue of the Purchase Order communicating to the acceptance thereof on or before the expiry of the last mentioned date. You are at liberty to accept any one or more of the items of such Storage facility for stacking Library documents. I/We not withstanding that the offer in this tender has not been accepted in whole, shall be bound to supply such items and such portion or portions of one or more of the items as may be specified in the said Purchase Order communicating the acceptance.

Sl.No.	Description of the item(s)	Quantity	Unit	Rate	Dely. Period	
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01. Implementation of compact Storage facility for stacking Library documents at IIA, Bangalore (as per details in Annexure II)

Place at which the Delivery is required	:	2 nd Block, Koramangala, Bangalore.
Date by which the supplies are required	:	This will be intimated at the time of releasing the Purchase Order.

2. I/We have understood the items of the tender annexed to the invitation to this Public Tender and have thoroughly examined the specifications/drawing and /or pattern quoted or referred to herein and/are fully aware of the nature of the Storage facility for stacking Library documents required and my/our offer is to supply the Storage facility for stacking Library documents strictly in accordance with the requirements subject to the terms and conditions contained in the Order, if communicated on the acceptance of this tender either in whole or in part.

Date:

Signature and seal of Tenderer

<u>Annexure II</u>

DETAILS

for

Implementation of Compact Storage facility for stacking Library documents at Indian Institute of Astrophysics, Bangalore – 560 034

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Introduction:

The Indian Institute of Astrophysics is a premier institute devoted to research in astronomy, astrophysics and related physics.

The library of Indian Institute of Astrophysics is more than two hundred years old. Since then, the library has been continuously acquiring astronomical literature in the form of books, journals and catalogues, and today it can boast of housing the largest collection in Astronomy in the country.

Our library provides the Indian Institute of Astrophysics faculty, students and visiting scholars from around the globe with ready access to complete collections of print and online astronomy resources.

Statement of Purpose:

The library is in need of additional space for stacking library books and journals. Since the existing library space can not be re-arranged or expanded for this purpose, we are planning to create additional space by adding compact storage facility in the room adjacent to the library. This storage unit will accommodate a minimum of 5000 bound volumes of journals which are used less frequently.

Description of the work:

The compact storage system consisting of all the three units,

- a) Mobile unit, b) Static unit , and c) Guide track , Have to be supplied and installed in the space allocated, mentioned as follows:
 - Height of the room = 11' 4"
 - Space width for the storage unit = app.9' 5"
 - Space length for the storage unit = app. 20' 11"

The dimension of the storage unit has to be tailored to these measurements. The height of the storage unit has to be maintained at an height = app. 7'

Each length of the rack has to be divided into equal compartments. This storage unit has to be provided with mechanical assisted drive mechanism.

In pursuance of the above, the Director, Indian Institute of Astrophysics, through this announcement, invites companies with proven expertise and experience in executing such a facility to offer their proposal.

Companies willing to undertake the task are invited to respond to this announcement by sending a letter of expression of interest accompanied by the following:

1. Technical bid containing:

- a) Description of the proposal
- b) Time schedule for implementing the project
- c) Profile of the company and areas of expertise and,
- d) List of projects carried out and the clients supplied by the company

2. A Cost bid containing:

a) The price with an item-wise break-up of the cost and payment schedule.

The Technical Bid and cost bid should be sent in separate sealed envelopes super subscribed Technical bid and cost bid respectively and addressed to **The Director, Indian Institute of Astrophysics, Koramangala, Bangalore – 560 034, INDIA** on or before 2009.

(Refer to the date of submission in the tender document also).

The Technical bids will be evaluated and the short listed companies will be expected to make presentations of their proposals to a technical body.

Following the evaluation of the technical and cost bids, one of the companies may be chosen to supply the product.

Responsibilities of the Vendor:

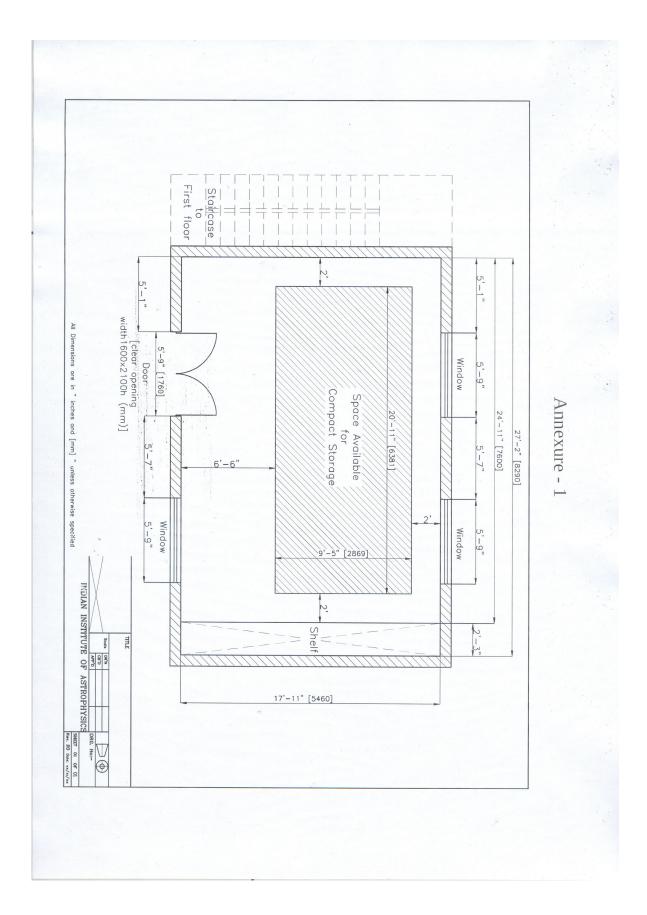
- 1) The vendor has to make sure that the supplied units of the compact storage are of good quality which will be inspected by the competent technical person of institute before installation.
- 2) The dimensions of the compact storage unit will be custom made according to the requirement of the institute. (the diagram of the floor space where the compact storage has to be installed is provided as Annexure I)
- 3) The vendor is responsible for carrying out the civil work required in connection with the installation of the compact storage. He has to ensure that the civil work carried out adhere to the standards of the compact storage installation.

Commercial Terms:

- 1) The price quoted should mention the prevailing rate of tax at the time of billing/delivering.
- 2) The quoted price should include all the quotes including the ones for civil work, storage units and the installation charges.
- 3) Warranty period should be clearly mentioned.
- 01. Point of Contact for future correspondence for Technical Clarifications only

Dr. Christina Birdie Librarian Indian Institute of Astrophysics Bangalore – 560 034 Phone : 25530672 / ext. 210 Fax : 25534043 Email: <u>chris@iiap.res.in</u>

02.Point of Contract for future correspondence for commercial clarifications please contact Purchase Department. purchase@iiap.res.in



Annexure – III

INSTRUCTIONS TO TENDERERS

- **1.** Tenders should be sent in sealed and superscribed envelops with mention of Tender No. date and date of opening.
- **2.** Late and Delayed Tender will not be considered at all.
- **3.** Duties, Taxes where legally leviable and intended to be claimed should be distinctly shown separately in the Tender.
- **4.** As a Govt. of India Department, this office is exempted from the payment of Octroi Duty and similar local levies (but not providing any C or D forms). Tenderers shall ensure that necessary exemption certificates are obtained from the officer concerned to avoid any payment of such levies.
- **5.** a) Your quotation should be valid for 120 days from the date. of opening of tender.

b) Prices are required to be quoted accordingly to the units indicated in the annexed tender form. When quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.

6. All available Technical Literature(s), Catalogue(s) and other data in support of the specifications and details of the item(s) should be furnished along with the offer.

SPECIFICATIONS:

The offered details should strictly conform to our specifications tendered. Deviation, if any should be clearly indicated by the tenderer in their quotation. The tenderer should also indicate the Make/type No. and provide catalogue(s), Technical literature(s) and sample(s), wherever necessary along with the quotations. Test certificates wherever necessary should be forwarded along with the supplies. Whenever options are called for in our specifications, the tenderer should address all such options. Wherever specifically mentioned by us the tenderer could suggest changes to specifications with appropriate response for the same.

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- 1. The purchaser shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderers shall supply the same at the rates quoted.
- 2. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail.
- 3. The Tenderer should supply along with the tender, the name of his bankers as well as the latest Income Tax Clearance Certificate duly countersigned by the Income Tax Officer of the circle concerned under the seal of his office.
- 4. The Purchaser reserves the right to place order on the successful tenderers for additional quantity upto 25% of the quantity offered by them at the rates quoted.
- 5. The authority of the person signing the tender, if called should be produced.
- 6. Complete system configuration and sub-system design details should have approval of the purchaser.
- 7. A complete set of relevant instruction and operation manuals if any, should be supplied.

TERMS AND CONDITIONS OF CONTRACT

1. DEFINITIONS:

- a) The terms 'Purchaser' shall mean the Director, Indian Institute of Astrophysics, Bangalore-560 034.
- b) The term 'Contractor' shall mean, the person, firm or company with whom or with which the order for the supply of compact storage unit is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the contract.
- c) The Contractor agrees to supply under the contract as specified in the purchase order including civil work for installation and the storage units and subsequent smooth operation, should such a condition be included in the purchase order.

d) The terms 'Purchase Work Order' shall mean the communication signed on behalf of the Purchaser by an officer duly authorized intimating the acceptance on behalf the Purchaser on the terms and conditions mentioned or referred to in the said communications accepting the tender or offer of the contractor for the tendered consultancy work.

2. <u>PRICES:</u>

Tenders, offering firm prices will be preferred, where a price variation clause is insisted upon by tenderer, quotations with a reasonable ceiling should be submitted. Such offers should invariably be supported by the base price taken into account at the time of tendering and also the formula for any such variations.

3. SECURITY DEPOSIT:

On acceptance of Tender, the Contractor shall, at the option of the Purchaser and within the period specified by him deposit with him in cash or any other form as the Purchaser may determine, Security deposit not exceeding ten percent of the value of the contract as the Purchaser shall specify. If the contractor is called upon by the purchaser to deposit 'Security' and the contractor fails to provide the security within the period specified, such failure shall constitute a breach of the contract and purchase shall be entitled to make other arrangements for the repurchase of the stores contracted for at the risk of contractor in terms of subclause (ii) and (iii) of clause 10 (b) hereof and or to recover from the contractor damages arising from such cancellation.

4. GUARANTEE AND REPLACEMENT:

- a) The contractor shall guarantee that the storage units supplied shall comply fully with the specifications laid down, for material workmanship and performance.
- b) For a period of (12) twelve months after the acceptance of the stores, if any defects are discovered therein or any defects therein found to have developed under proper use arising from faulty installation, design or workmanship, contractor shall remedy such defects at his own cost provided he is called upon to do so within a period of 14 months from the date of acceptance thereof by the purchaser who shall state in writing in what respect the store or any part thereof are faulty.

- c) If in the opinion of the purchaser, it becomes necessary to replace or renew any defective units such replacement or renewal shall be made by the Contractor free of all costs to the purchaser provided the notice informing the contractor of the defect is given by the purchaser in this regard within the said 14 months from the date of acceptance thereof.
- d) Should the contractor fail to rectify the defects, the purchaser shall have the right to reject or repair or replace at the cost of the contractor the whole or any portion of the defective storage system.
- e) The decision of the purchaser, not withstanding any prior approval of acceptance or inspection thereof on behalf of the purchaser, as to whether or not the storage units supplied by the contractor are defective or any defects has developed within the said period of 12 months or as to whether the nature of the defectives required renewal or replacement shall be final, conclusive and binding on the contractor
- f) To fulfill guarantee conditions outlined in Clause 5(a) to (d) contractor shall, at the option of the purchaser, furnish a Bank Guarantee (as prescribed by the purchaser) from a Bank approved by the purchaser for an amount equivalent to 10% of the value of the contract along with first shipment documents. On the performance and completion of the contract in all respects, the Bank Guarantee will be returned to the contractor without any interest.
- g) All the replacement units shall also be guaranteed for a period of 12 months from the date of arrival of stores at Purchaser's site.
- h) Even while the 12 months guarantee applied to all units in case where a greater period is called forth by our specifications then such a specification shall apply; in such cases the period of 14 months referred to in Para 5(b) and (c) shall be 'asked for' guarantee period plus two months.

5. DELIVERY PERIOD:

- a) The delivery period of the compact storage units stipulated in the Purchase order shall be deemed to be the essence of the Contract, and delivery must be completed on or before the specified dates/period.
- b) Should the Contractor fails to deliver the storage units or any consignment thereof within the period prescribed for such delivery, the Purchaser shall be entitled at his option either.

- I. to recover from the Contractor as agreed liquidated damages and not by way of penalty, a sum of 2% of the price of any units which the contractor has failed to deliver as aforesaid for each month or part of a month, during which the delivery of such stores may in arrears, or
- II. to purchase elsewhere, without notice to the Contractor on the account and at the risk of the contractor, the items not delivered or others of similar description (where other exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion being final) without canceling the Contract in respect of the consignment(s) not yet due for delivery or,
- III. to cancel the contract or a portion thereof, and, if so desired to purchase or authorize the purchase of storage units not so delivered or others of similar description (where others exactly complying with the particulars are not, in the opinion of the purchaser readily procurable, such opinion final) at the risk and cost of the Contractor.

In the event of action being taken under sub-clause (ii) and (iii) of clause 10 above, the Contractor shall be liable for any loss which the Purchaser may sustain on that account, provided that the re-purchase, or, if there is an agreement to re-provide shall made within (6) six months from the date of such failure. But the Contractor shall not be entitled to any gain on such re-purchase made against default. It shall not be necessary for the purchaser to serve a notice of such re-purchase on the defaulting Contractor. This right shall without prejudice to the right of the purchase to recover damages for breach of contract by the Contractor.

6. <u>EXTENTION OF DELIVERY TIME:</u>

As soon as it is apparent that Contractor delivery period / dates cannot be adhered to, an application shall be sent by the Contractor to the Purchaser. If failure, on the part of the Contractor to deliver the storage units in proper time shall have arisen from any cause which the Purchaser may admit as reasonable ground for an extension of the time (and his decision shall be final he may allow such circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under clause 10(i) (ii) and (iii).

7. PAYMENT:

Contractor's Bill will be passed only after the storage units have been received, inspected and accepted by the Purchaser for payment.

8. <u>RECOVERY OF SUMS DUE:</u>

Whenever there is a breach of contract whether liquidated or not, money out of or under this contract against the contract, the Purchaser arising shall be entitled to recover such sum by appropriating, in part or whole, the security deposited by the Contractor, if a Security is taken against the contract. 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 under this or any other contract with the Purchaser. Should this sum be not sufficient to cover the full amount recoverable, the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the purchaser has or makes any claims, whether liquidated or not, against the Contractor under any other contract with the purchaser, the payment of all moneys payable under the contract to the Contractor including the Security Deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the Contractor.

9. INDEMNITY:

The Contractor shall warrant and be deemed to have warranted that all units supplied against this contract are free and clean of infringement of any patent, copy right or trade mark, and shall at all time indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by patent, registration of design or trade mark and shall take all risk of accidents of damage which may cause a failure of the supply from whatever cause

arising and the entire responsibility for sufficiency of all the means used by him for the fulfillment of contract.

10. ARBITRATION:

In the event of any question, dispute or difference arising under these conditions contained in the purchase order in connection with this contract, (except as to any matters the decision of which is specially provided for by these conditions), the same shall be referred to the sole arbitration of the Head of the Institution or of some other person appointed by him. It will be no objection that the arbitrator is a Government Servant, that he has to deal with matter to which the Contract relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matters in dispute binding on the parties of this Contract.

a. IT IS TERMS OF THIS CONTRACT:

If the Arbitrator be the Head of the Institution.

- i.in the event of his being transferred or vacating his office by resignation or otherwise, it shall be lawful for his successor-in office either to proceed with the reference himself, or to appoint another person as arbitrator, or,
- ii.in the event of his being unwilling or unable to act for any reason, it shall be lawful for the Head of the Institution, to appoint another person as arbitrator or,
- **b.** If the Arbitrator be a Person appointed by the Head of the Institution:-

In the event of his death, neglecting or refusing to act, or resigning or being unable to act for any reason, it shall be lawful for the Head of the Institution either to proceed with reference himself or to appoint another person as arbitrator in place of the outgoing arbitrator. Subject as aforesaid, the Arbitration Act, 1940 and the rules there under and any statutory modifications thereof for the time being in force shall be deemed to apply to

the arbitration proceedings under this clause. The Arbitrator shall have the power to extend with the consent of the Purchaser and the Contractor the time for making a publishing the award. The venue of Arbitration shall be the place as the Purchaser. In his absolute discretion may determine. Work under the contract shall if reasonably possible, continue during Arbitration proceedings.

11. COUNTER TERMS AND CONDITIONS OF SUPPLIERS:

Where Counter Terms and Conditions/printed or cyclostyled conditions have been offered by the Supplier, the same shall not be deemed to have been accepted by the Purchaser, unless specific written acceptance thereof is obtained.

12. <u>SECURITY FOR PURCHASER'S MATERIAL(S):</u>

Successful Tenderer will have to furnish in the form of a Bank Guarantee or any other form as called for by the Purchaser towards adequate security for the materials/property provided by the Purchaser for the due execution of the contact.