



**INDIAN INSTITUTE OF ASTROPHYSICS**

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**PUBLIC TENDER NOTICE NO: RFT/IND/042/TASHI/IAO/20-21 Dated 29/05/2020**

The Director, Indian Institute of Astrophysics invites Quotations/Bids (**Double Bid System**)

both Technical and Commercial bid from reputed firms for the following.

| <b>S.No.</b> | <b>Description in Brief</b>   | <b>Quantity</b> | <b>UOM</b> | <b>E.M.D<br/>(refundable)<br/>(Rs)</b> |
|--------------|---|-----------------|------------|--|
| 1            | Power conditioning unit. rating: 20KVA nominal.<br>Output voltage: 415V, 50 Hz 3 phase<br>input: 120V DC nominal. | 2.000           | Numbers    | 30,000.00                              |

Note:

1. The Tender documents with specification details are available on IIA website [www.iiap.res.in/tenders.htm](http://www.iiap.res.in/tenders.htm) or <https://eprocure.gov.in/cppp/>. Hence the interested Bidders may at their option download the same. No hard copies of Tender documents is/are provided from this office.

2. Bid Security (also known as Earnest Money) is to be submitted by the bidders except

- a. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or
- b. Those bidders registered with the Central Purchase Organisation or
- c. Those bidders registered with Department of Science & Technology , Govt. of India.

The bidders should furnish bid security along with their bids. The bid security is accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Bankers Cheque or Bank Guarantee from any of the Commercial Banks drawn in favour of "Indian Institute of Astrophysics". The bid security is to remain valid for a period of forty-five days beyond the final bid validity period. Bid securities of the unsuccessful bidders will be returned at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract.

In place of a Bid security, Foreign Bidders ( other than Indian companies ) may sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with IIA.

3. Bids should be submitted in two parts as under :

- (i) Technical bid consisting of all technical details along with commercial terms and conditions and Bid security ( EMD).
- (ii) Financial bid indicating item-wise price for the items mentioned in the technical bid.

4. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super-scribed as "Technical- Bid" or "Price-Bid" as the case be along with Tender Number and both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed with the Tender Number , name of Item / work addressed in favour of "Director, Indian Institute of Astrophysics, Bangalore-560 034".

5. If any information furnished by the Bidder is found incorrect at a later stage, the company 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.

6. The interested Bidders may contact during office hours Mr. TASHI THSERING MAHAY (Ph. No. 09419983118) to discuss Technical clarification and Mr. K.P.Vishnu Vardhan (Ph.No. 09448092027) for Commercial clarification, if any, with prior permission on or before \_\_\_\_\_ before submitting the bids.

7. The Bidders should submit the bids superscribed along with EMD and Tender fee of prescribed amount upto 03:00 p.m. Latest by 19/06/2020. The bids will be opened in presence of the bidders or their authorized representatives at 3:30 p.m on 19/06/2020.The Prebid meeting is scheduled at \_\_\_\_\_ on \_\_\_\_\_.

8. Incomplete bids are liable for rejection.

9. Late / delayed offer will not be considered.

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

11. The offer should be valid for a minimum period of 120 days from the date of opening of bid.

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

13. The commercial bid / price bid will be opened of those firms technically qualified in the precense of such bidders or their nominated representatives. The technical evaluation result will be displayed on IIA website and opening date will be intimated to those bidders who are successful in Technical bid.

Stores & Purchase Officer  
For & on behalf of Director  
Indian Institute of Astrophysics

## TERMS AND CONDITIONS OF CONTRACT

### 01. 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 of stores is placed and shall be deemed to include the Contractor's successors, representative, heirs, executors and administrators unless excluded by the contract.

c.) The 'Stores' shall mean that contractor agrees to supply under the contract as specified in the Purchase Order including erection Plants and machinery and subsequent testing, should such as condition be included in the Purchase Order.

d.) The terms 'Purchase 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 supply of stores or plant, machinery or equipment or part thereof.

### 02. PRICES :

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

### 03. TENDER CURRENCIES :

The bidder supplying indigenous goods or already imported goods shall quote only in Indian Rupees, Further, imported good to be imported and supplied by the bidder are also required to be quoted in Indian Rupees.

For imported goods if supplied directly from abroad, prices shall be quoted in any freely convertible currency say US Dollar, Euro, GBP or Yen. As regards price(s) for allied services (Including Software), if any, required with the goods, the same shall be quoted in Indian Rupees only, if such services are to be performed/undertaken in India.

Tenders, where prices are quoted in any other way shall be treated as non responsive and rejected.

### 04. DUTY EXEMPTION :

(a.) Excise duty exemption certificate will be provided if considered against the categories of items tendered, under the Govt. of India Notification No. 10/97 and 51/96 valid upto 2018.

### 05. SECURITY DEPOSIT:

On acceptance of Tender, the Contractor shall, within the period specified deposit in cash or any other form as the Purchaser may determine, Security deposit not exceeding five(5%) percent of the value of the contract as the Purchaser shall specify. If the contractor is called upon by the purchase 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 re-purchase of the stored contracted for at the risk of contractor in terms of sub-clause (ii) and (iii) of clause 10(b) hereof and/or to recover from the contractor damages arising from such cancellation.

### 06. GUARANTEE AND REPLACEMENT :

a.) The contractor shall guarantee that the stores 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 stores, 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 stores 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 stores.

e.) The decision of the purchaser, notwithstanding any prior approval of acceptance or inspection thereof on behalf of the purchaser, as to whether or not the stores 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) above, the 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 stores shall also be guaranteed for a period of minimum 12 months or as per company norms from the date of arrival of stores at Purchaser's site.

h.) Even while the 12 months guarantee applied to all stores 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.

#### 07. PACKAGING, FORWARDING AND INSURANCE :

The Contractor will be held responsible for the stores being sufficiently and properly packed for transport by rail, road, sea or air, to withstand transit hazards and ensure safe arrival at the destination. The packing and marking on the packing shall be done by and at the expenses of the contractor. The Purchaser will not pay separately for transit insurance, all risks in transit being exclusively of the contractor and the Purchaser shall pay only for such stores as are actually received in good condition, in accordance with contract.

#### 08. TEST CERTIFICATE :

Wherever required Test Certificate should be sent along with the relevant dispatch documents.

#### 09. ACCEPTANCE OF STORES :

a) The Stores shall be tendered by the contractor for inspection at such places as may be specified by the purchaser at the Contractor's own risk, expenses and cost.

b) It is expressly agreed that the acceptance of stores, contracted for is subject to final approval by the Purchaser, whose decision shall be final.

c) If, in the opinion of the Purchaser all or any of the stores that do not meet the performance or quality requirements specified in the Purchase Order, they may be either rejected or accepted at the price to be fixed by the purchaser and his decision as to rejection and the prices to be fixed shall be final and binding on the contractor.

d) If the whole or any part of the store supplied are rejected in accordance with Clause No.8(c) above, the Purchaser shall be at the liberty, with or without notice to the Contractor, to purchase in the open market at the expenses of the Contractor, stores meeting the necessary performance and quality contracted for in place of these rejected, provided that either the purchase, or the agreement to purchase, from another supplier is made within six months from the date of rejection of the stores as aforesaid.

#### 10. REJECTION OF STORES :

Rejected stores will remain at the destination at the Contractor's risk and responsibility, if instructions for their disposal are not received from the Contractor within a period of 14 days from the date of receipt of the advice or rejection, the Purchaser or his representative has, at his discretion the right to scrap or seal or consign the rejected stores to the Contractor's address at the Contractor's entire risk and expense, freight being payable by the Contractor at actuals.

#### 11. DELIVERY PERIOD :

a.) The delivery period of the stores 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 stores 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 stores 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 stores 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 stores not so 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 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.

#### 12. LIQUIDITY DAMAGES :

In case there is a delay in the Supplies / Services by tenderer beyond the delivery / contract period, tendere is liable to pay Liquidated Damaged for the uncompleted portion of the work / supplies at the rate of 0.5% of the uncompleted work / supplies per week of delay subject to a maximum of 10% of the total contract value.

#### 13. EXTENSION OF DELIVERY TIME :

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 stores 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 additional time as he considers it to be justified by the circumstances of the case without prejudice to the Purchaser's rights to recover liquidated damages under clause 10(i)(ii) and (iii).

#### 14. PAYMENT :

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