



TENDER DOCUMENT

FOR

Electrical renovation works of Main Office Building.

IITM, PASHAN, PUNE-8.

INDIAN INSTITUTE OF TROPICAL METEOROLOGY

(AN AUTONOMOUS INSTITUTE OF MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA)

DR. HOMI BHABHA ROAD, PASHAN, PUNE 411 008 MAHARASHTRA, INDIA



INDIAN INSTITUTE OF TROPICAL METEOROLOGY
 (AN AUTONOMOUS INSTITUTE OF MINISTRY OF EARTH SCIENCES, GOVERNMENT OF INDIA)
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Invitation for Bids through E-procurement

The Indian Institute of Tropical Meteorology (IITM), Pune is an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. IITM is a country's premiere research Institute to generate scientific knowledge in the field of meteorology and atmospheric sciences that has potential application in various fields such as agriculture, economics, health, water resources, transportation, communications, etc. It functions as a national centre for basic and applied research in monsoon meteorology. The Director, IITM would like to invite tenders for following work from Contractors registered in the approved list of contractors of PWD/MES/CPWD/Railways/MSEB/Industrial Experienced contractors or in any other government departments in appropriate class for the following work:

Sr. No.	Tender notice No.	Brief Description of WORK	Estimated Cost in (Rs.)	Completion Period	Quantity	Single / Two Bid
1	EM/43/2019	Electrical renovation works of Main Office Building, IITM ,Pashan,Pune-8	37,00,000=00	45 Days	As per Bill of Quantity (BOQ)	Two

- The bid has to be submitted online on Institute's e-procurement system hosted at website <http://www.mstcecommerce.com/eprochome/iitm> as per the process mentioned on the same website. Bidder has to register on the above website & to pay the transaction fee directly to MSTC Limited to participate in the bidding process through e-procurement. Bidders are advised to follow the instructions provided in 'Vendor's Guide' available on the said e-procurement website. Bidders can contact at **022-2286 6261** for any technical queries regarding registration and submission of bid on the above portal.
- The address for submission of technical bid only and for obtaining further information: Civil Engineer, Indian Institute of Tropical Meteorology, Dr.Homi Bhabha Road, Pashan, Pune – 411008 (India)
- A Pre-bid Conference will be held on the scheduled date mentioned below. All prospective bidders are requested to kindly submit their queries to the address indicated above so as to reach IITM at least one day before Pre-Bid Conference.

	Date	Time in hours (IST)	Venue
Pre-Bid Conference	15th Feb 2019	11.00hrs	IITM, Pashan, Pune

- The Bid submitted by the Bidder shall include the following:

i)	Bid Security (BS)/Earnest money Deposit (EMD): Rs.74,000=00
ii)	Forms as specified in Chapter No.8

- All bids must be accompanied by a Bid Security as specified above and must be delivered to the above office before the date and time indicated below. In the event of the date specified for bid receipt is declared as a closed holiday, the due date for submission of bids will be the following working day at the appointed time.
- The Schedule for Submission/Opening of Bids is as follows:-

	Date	Time in hours (IST)	Submit to / Venue
Submission of Bids	27th Feb 2019	Up to 15 00 hrs.	As detailed at Sr. No.1
Opening of Bids(Technical Bid only)	27th Feb 2019	15 30 hrs	

7. The Director, **Indian Institute of Tropical Meteorology (IITM), Pune** reserves the right to accept or reject any or all tenders either in part or in full or to split the order without assigning any reasons there for. NIT has also been published on Government's Central Procurement Portal (CPP) <http://www.eprocure.gov.in> as well as this Institute's Website: <http://www.tropmet.res.in> which may also be referred for more details.

CONTENTS OF TENDER / BIDDING DOCUMENT

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LIST OF SHORT FORMS AND FULL FORMS

SHORT FORM	FULL FORM
BG	BANK GUARANTEE
BS	BID SECURITY
EMD	EARNEST MONEY DEPOSIT
IITM	INDIAN INSTITUTE OF TROPICAL METEOROLOGY,
CVC	CENTRAL VIGILANCE COMMISSION
EMD	EARNEST MONEY DEPOSIT
ESIC	EMPLOYEES STATE INSURANCE CORPORATION
GCC	GENERAL CONDITIONS OF CONTRACT
GOI	GOVERNMENT OF INDIA
IPC	INDIAN PENAL CODE
IT	INCOME TAX
ITB	INSTRUCTIONS TO BIDDERS
LD	LIQUIDATED DAMAGES
NIT	NOTICE INVITING TENDER
NSIC	NATIONAL SMALL INDUSTRIES CORPORATION
PS	PERFORMANCE SECURITY
SCC	SPECIAL CONDITIONS OF CONTRACT

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A. Introduction

Instructions to bidder are broad guidelines to be followed while formulating the bid and its submission to the bidder. It also describes the methodology for opening and evaluation of bids and consequent award of contract.

1.1 Eligible Bidders

- 1.1.1. This Invitation for Bids is open to all contractors of MSEB/PWD/MES/CPWD/Railways/P&T/Industrial Experienced contractors and any other government departments.
- 1.1.2. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Client to provide consulting services for the preparation of the design, specifications and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
- 1.1.3. Bidders who fulfil the Eligibility Criteria mentioned in **Chapter 5** will be considered for Technical Evaluation of bids.

1.2 Cost of Bidding

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the client" will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

1.3 Fraud and corruption

- 1.3.1. The client requires that the bidders, suppliers and contractors observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy, the following are defined:

Sr. No.	Term	Meaning
(a)	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution.
(b)	Fraudulent practice	a misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract.
(c)	Collusive practice	means a scheme or arrangement between two or more bidders, with or without the knowledge of the client, designed to establish bid prices at artificial, non-competitive levels.
(d)	Coercive practice	means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract.

- 1.3.2. The client will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

B. The Bidding Documents

1.4 Cost of Bidding Documents

The bidding documents are to be downloaded from Institute's e-procurement website hosted at <http://www.mstcecommerce.com/eprochome/iitm> as per the procedure mentioned on the said website. The bidding document is free of cost however transaction fees mentioned on the website has to be paid according to the procedure mentioned at the website.

1.5 Content of Bidding Documents

- 1.5.1. The services required, bidding procedures and contract terms are prescribed in the bidding documents which should be read in conjunction. The bidding documents, apart from the invitation for Bids / Notice Inviting Tender have been divided into Eight Chapters.

- 1.5.2. The Bidder is expected to examine all instructions, forms, terms and specifications in the bidding documents. The bidder should also inspect the site. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.

1.6 Clarification of bidding documents

1.6.1. In case when there is NO PRE-BID CONFERENCE: Not applicable.

1.6.2. In case when there is a PRE-BID CONFERENCE: Applicable.

- a) A prospective Bidder requiring any clarification of the Bidding Documents shall contact the client in writing at the clients address specified in the Special Conditions of Contract (SCC), latest by the date specified in the Invitation for Bids / NIT which would be deliberated as per **Clause 1.6.2 (b)** of Instructions to the Bidders. No request for clarification or query shall be normally entertained after the **Pre-Bid Conference**. Should the client deem it necessary to amend the Bidding Documents as a result of a clarification, it shall do so following the procedure under Clause 1.7 relating to amendment of Bidding Documents and Clause 1.19 relating to Due Date for Submission of Bids. The clarifications and amendments issued would also be hosted on the website of the client for the benefit of the other prospective bidders.
- b) A Pre-bid Conference shall be held as indicated in Invitation to Bid. All prospective bidders are requested to kindly attend the Pre-bid Conference. In order to facilitate IITM for proper conduct of the Pre-bid Conference, all prospective bidders are requested to send their Queries to emu-admin@tropmet.res.in one day prior to Pre-bid Conference or may submit their queries (with envelope bearing Tender No. and Date on top and marked "Queries for Pre-bid Conference") so as to reach IITM as indicated in Invitation to Bid. IITM shall answer the queries during the pre-bid conference, which would become a part of the proceedings of the Pre-bid Conference. These proceedings will become a part of clarifications / amendments to the bidding documents and would become binding on all the prospective bidders. These proceedings would also be hosted on IITM website www.tropmet.res.in for the benefit of all the prospective bidders. Before formulating and submitting their bids, all prospective bidders are advised to surf through the IITM website after the Pre-bid Conference, in order to enable them take cognizance of the changes made in the bidding document.

1.7 Amendment to Bidding Documents

- 1.7.1. At any time prior to the due date for submission of bids, the client may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
- 1.7.2. All prospective bidders who have downloaded the Tender Document should browse Institute's e-procurement website <http://www.mstcecommerce.com/eprochome/iitm/> from time to time to know about the changes / modifications in the Tender Document. All prospective bidders are expected to surf the website before formulating and submitting their bids to take cognizance of the amendments.
- 1.7.3. In order to allow prospective bidders reasonable time to take the amendment into account while formulating their bids, the client, at its discretion, may extend the due date for the submission of bids and host the changes on the website of the client.

C. Preparation of bids

1.8 Language of Bid

- 1.8.1. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the client, shall be written in English language only especially when the details are technical. However, if GOI makes it mandatory under Rajbhasha Abhiyan, in that case views of Rajbhasha unit of IITM may be sought.
- 1.8.2. The bidder shall bear all costs of translation, if any, to the English language and bear all risks of the accuracy of such translation, for documents provided by the client.

1.9 Documents Comprising the Bid

The bid prepared by the Bidder shall include the following as per the requirement of the Tender Document:

TECHNICAL- BID

a	Bid Security (BS)/Earnest Money Deposit (EMD) as specified in the Invitation to Bids
b	All related documents required to fulfil Eligibility and qualification criteria as mentioned in tender documents.
c	Copy of Pre-bid MOM Duly signed and stamped on each page
d	Complete tender document duly signed and stamped on each page
e	Un-Price Schedule Form(s)/BOQ duly signed and stamped on each page for compliance purpose only without price along with necessary design and drawings if any.

COMMERCIAL-BID

Price Bid should contain Bid Form and Price Schedule Form(s) with Rates / Prices filled in as per Chapter 6. Price Bid must be submitted online only through e-procurement portal.

The documents comprising bid should be submitted in the **above sequence in orderly manner**.

1.10 Bid form and Price Schedule

The bidder shall complete the Bid Form and the appropriate Price Schedule form as given in Chapter- 6 furnished in the bidding documents. These forms must be completed without any alterations to its format and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested. The Bid Form and the appropriate Price Schedule form shall be submitted in accordance with **ITB Clause 1.18.3** of the bidding documents.

1.11 Bid Prices

- 1.11.1. The Bidder shall indicate basic rate and all applicable taxes on the appropriate price schedule form.
- 1.11.2. The rates quoted shall remain fixed during the contract period and shall not vary on any account.
- 1.11.3. The quotation should be only in Indian Rupees.
- 1.11.4. Bidder shall quote for all line items as per BOQ. If item listed in BOQ but not quoted by bidder; will treated that bidder total quoted price is inclusive of unquoted/missed item.

Note: All payments due under the contract shall be paid after deduction of statutory levies at source (like ESIC, IT [TDS], GST etc.), wherever applicable.

1.12 Bid Currencies

- 1.12.1 Prices shall be quoted in Indian Rupees only.

1.13 Documents Establishing Bidder's Eligibility and qualifications

1.13.1 Contractor shall produce definite proof of valid contractor license /enlistment certificate with the MSEB/CPWD/State PWD/MES Railways/ Industrial experience issued by the respective enlistment authority of the concerned department for the amount not less than estimated amount of the work.

1.13.2 For works of similar nature

- (i) Average annual financial turnover for during the last 3 years ending 31st March 2018 of the previous year should be at least 30% of the estimated cost.
- (ii) Experience of having successfully completed similar works during last 5 years ending last day of month previous to the one in which applications are invited should be either of the following:-

The BIDDER should have three similar completed works costing not less than the amount equal to 40% of the estimated cost.

Or

Two similar completed works costing not less than the amount equal to 60% of the estimated cost.

Or

One completed work costing not less than the amount equal to 80% of the estimated cost.

[Note: Vendor should enclose the copy of work orders, completion certificates of similar work.]

- 1.13.3 The Tenderer is required to furnish the documentary proof of Permanent Account Number (PAN), GST Registration No., Last three years Income tax returns copies, If the bidder is registered with the National Small Industries Corporation (NSIC), the registration number, and copy of the registration certificate purpose of registration and the validity period of registration to be submitted along with Technical Bid.
- 1.13.4 **The firms who have been registered with National Small Industries Corporation are exempted from paying the Earnest Money deposit. For this they have to submit the attested copy of the valid exemption certificate issued in their name by the NSIC.**
- 1.13.5 A copy of latest Income Tax Clearance Certificate from Income Tax Department is to be put in Technical Bid.
- 1.13.6 The successful bidder will be responsible for all activities on the site as per safety norms and building code.
- 1.13.7 Government/labour Act- The successful bidder will follow all the government labour acts which are in force at present and introduce from time to time.
- 1.13.8 Water for the work will be supplied for execution of work. If there is scarcity of water, then contractor have to arrange water at its own cost.
- 1.13.9 The Electricity for the execution of the work will be provided on chargeable basis. Sub meter and required cable to be arranged by successful bidder.
- 1.13.10 While filing the commercial bids, the contractors should consider all the applicable taxes and should mention the total cost accordingly.
- 1.13.11 The bidder shall furnish, as part of its bid, documents establishing the bidders' eligibility to bid and its qualification to perform the contract if its bid is accepted.
- 1.13.12 Conditional tenders / offers shall not be accepted.

1.14 Documents establishing Goods Eligibility and conformity to bidding documents

- 1.14.1 Bidder shall submit compliance declaration on their letter head stating that they will comply all the terms and conditions as of tender documents and meet the technical specification as specified in BOQ.

1.15 Bid Security (BS) / Earnest Money Deposit (EMD)

- 1.15.1. The Bidder shall furnish, as part of its bid, a Bid security (BS) / Earnest Money Deposit (EMD) of amount as specified in NIT in the form of a Bank Guarantee / Demand Draft drawn on any Scheduled / Commercial / Nationalized Bank in favour of the Director, **The Indian Institute of Tropical Meteorology (IITM), Pune**, The scan copy of the Bid Security / Earnest Money Deposit (EMD) has to be uploaded in the e-procurement website of the Institute and Original copy of the same has to be kept in the Technical Bid envelop which needs to be submitted on or before date submission of bids. Alternately EMD amount can also be deposited to IITM bank account by RTGS/NEFT/SWIFT. The details of online transfer may be communicated to IITM Pune immediately.
- 1.15.2. Bids submitted without BS/EMD will stand rejected. BS/EMD will not be accepted in the form of cash / cheque or any other form other than DD/Banker's Cheque/TDR/Bank Guarantee as per Chapter-8: **Annexure A**. No interest is payable on BS/EMD.
- 1.15.3. The bid security is required to protect the Purchaser against the risk of Bidder's conduct, which would warrant the Bid security's forfeiture.
- 1.15.4. The bid security shall be in Indian Rupees. The bid security shall be in one of the following forms at the bidders' option:

(a)	A Bank Guarantee (BG) issued by a Nationalized / Scheduled bank operating in India in the form provided in the bidding documents and valid for 45 days beyond the validity of the bid. In case a bidder desires to submit a BG issued from a foreign bank, then the same should be confirmed by a Nationalised / Scheduled Indian bank; OR
(b)	A Banker's cheque or demand draft in favour of the client issued by any Nationalised / Scheduled Indian bank / OR
(c)	EMD amount can be deposited in IITM, Pune account by RTGS/NEFT/SWIFT.

Account No.	: 11099449733
Bank Name and address	: STATE BANK OF INDIA
IFSC Code	: SBIN0000454
Swift Code	: SBININBB238

- 1.15.5. The bid security shall be payable promptly upon written demand by the client in case the conditions listed in the **ITB clause 1.15.11** are invoked.
- 1.15.6. The bid security should be submitted in its original form. Copies shall not be accepted.
- 1.15.7. Bid security / EMD is mandatory requirement and exemption is applicable to the firms registered with NSIC only for the BIDDERS who have valid registration with NSIC.
- 1.15.8. The Bid Security of unsuccessful bidder will be discharged / returned as promptly as possible but positively within a period of 30 days after the expiration of the period of bid validity or placement of order whichever is later, without any interest.
- 1.15.9. The successful Bidder's bid security will be discharged upon the Bidder furnishing the Performance Security, without any interest. Alternatively, the BS could also be adjusted against Performance Security, if it is paid through Demand Draft / Banker's Cheque.
- 1.15.10. In case a bidder intimates at the time of tender opening in writing that the bid security is kept inside the financial bid, then in such cases, the technical bid of the party would be accepted provisionally till opening of the financial bids with which the party has attached the bid security.
- 1.15.11. The bid security may be forfeited:

(a)	If Bidder withdraws or amends or modifies or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; OR
(b)	In case of successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to sign the contract and / or fails to furnish Performance Security within 21 days from the date of contract / order.

- 1.15.12. Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the client with a covering letter to compare with the original BG for the correctness, genuineness, etc.

1.16 Period of Validity of Bids

- 1.16.1. Bids shall remain valid for minimum of **120 days** after the date of bid opening prescribed by the client. A bid valid for a shorter period shall be rejected by the client as non-responsive.
- 1.16.2. In exceptional circumstances, the client may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by fax or e-mail). The bid security provided shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
- 1.16.3. Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.17 Format and Signing of Bid

- 1.17.1. The bids may be submitted as **Two-bid** as specified in the Invitation for Bids / NIT through e-procurement system hosted at website <http://www.mstcecommerce.com/eprochome/itbm> as per the process mentioned on the same website.
- 1.17.2. In case the bids are invited on two-bid system, the Bidder shall submit the bids in two separate parts. First part shall contain Technical bid comprising all documents listed under clause relating to Documents Comprising the Bid excepting bid form and price schedule forms. The second part shall contain the Price-Bid comprising Bid Form and Price Schedule forms. **The Bidder shall prepare two copies of the technical bid, clearly marking each "Original Bid" and "Copy Bid", as appropriate & the copies of**

the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. However, it may please be noted that price bid must be submitted through e-procurement portal only; no hard copy of price bid will be acceptable in any case.

- 1.17.3. The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialled by the person or persons signing the bid.
- 1.17.4. Any interlineations, erasures or overwriting shall be valid only if they are initialled by the person or persons signing the bid.

D. Submission and sealing of Bids

1.18 Submission of Bids

1.18.1. The bidders should submit their bids online on Institute's e-procurement portal hosted at http://www.mstcecommerce.com/eprochome/hild/buyer_login.jsp and duly sealed technical bids only (hard copy) along with Earnest Money Deposit may be submitted generally by post or by hand at the Institute on or before last date of submission of bids.

- a) **The soft copy of the Technical Bid has to be submitted on Institute e-procurement site <http://www.mstcecommerce.com/eprochome/iitm> as per the instruction given at the site.**
- b) Price has to be filled on Institute e-procurement site <http://www.mstcecommerce.com/eprochome/iitm>. only. The scanned copy of dully filled in and signed Price Bid has to be uploaded on the above e-procurement site. The prices filled in the e-procurement site will be treated final and shall be binding to the vendor.
- c) Bidders are advised to follow the instructions provided in 'Vendor's Guide' available on the said e-procurement website. For any query / technical help regarding MSTC E-procurement portal, bidders may directly contact to the following officials of MSTC Limited : -
- | | | | | |
|-----|--------------------------------------------------------------------------------------------------------------|------------------|---|----------------|
| i) | Jamil Akhtar, Senior Manager
jakhtar@mstcindia.co.in | - (022) 22022096 | / | +91-9869043055 |
| ii) | Smt. Lisbeth Dias, Sr. Manager
lpaadickan@mstcindia.co.in | - (022) 22883501 | / | +91-9820158988 |

1.18.2. Sealing of Bids in the case of bids invited on Two bid basis:

- a) Technical Bid should contain documents as listed in Clause- 1.9 **without mentioning Prices** on Bid Form and Price Schedule Form(s). The Bidder shall seal the original Bid and copy Bid, duly marking the Bids as "original" and "copy". The original and copy Bids shall then be sealed in the **Envelope** and marked as **Technical Bid**.
- b) Price Bid should contain Bid Form and Price Schedule Form(s) with Rates / Prices filled in as per Chapter 6. **Price Bid must be submitted online only through e-procurement portal.**

1.18.3. Marking of Envelopes for submission of Technical Bids :

- a) The Technical bid envelope shall be addressed to the client indicated in the Special Conditions of Contract (SCC).
- b) The name and address of the bidder, Tender No., due date and a warning "Do not open before _____" to be completed with the time and date as specified in the invitation for bids.
- c) Envelope should be super scribed with
- Tender Notice Number: _____
 - Due Date _____ Time _____
 - Name of the Vendor _____
 - Addressed To:

**THE DIRECTOR
THE INDIAN INSTITUTE OF TROPICAL METEOROLOGY,
Dr.HOMI BHABHA ROAD, PASHAN,
PUNE-411 008 (MAHARASHTRA)- INDIA**

1.18.4. If Technical Bid envelope is not sealed and marked as required above, the client will assume no responsibility for the bid's misplacement or premature opening of the submitted bid. In such cases, bids received in open condition within the due date and time will be accepted at the risk of the bidder if the same is presented to IITM before expiry of the due date and time of opening of the bids.

1.19. Due date for Submission of Bids

1.19.1. Bids must be received by the client at the address specified in NIT not later than the time and date specified in NIT. In the event of the specified date for the submission of Bids being declared a holiday for the client, the Bids will be received up to the appointed time on the next working day.

1.19.2. The client may, at its discretion, extend the due date for submission of bids by amending the bid documents in accordance with Clause relating to Amendment of Bidding Documents in which case all rights and obligations of the client and Bidders previously subject to the due date will thereafter be subject to the due date as extended.

1.19.3. The online tender should be submitted strictly as per the terms and conditions and procedures laid down in the website <http://www.mstcecommerce.com/eprochome/iitm> e-procurement portal of the Institute.

1.19.4. Bidders may also refer instructions towards terms and conditions and procedures for bidding through e-procurement portal <http://www.mstcecommerce.com/eprochome/iitm>.

1.20. Submission of Bids

1.20.1. Online submission of the bid will not be permitted on the e-procurement portal after expiry of submission time and the bidder shall not be permitted to submit the same by any other mode.

1.20.2. The copies of the documents submitted as a part of Technical Bid in e-procurement system should reach IITM, Pune within 5 working days from the last date of submission of bids on e-procurement system. The bids shall be liable to reject if the document not received within stipulated deadline and the uploaded online bid on the portal shall be considered as non-responsive and shall not be processed further. In case of any discrepancy between online uploaded technical bid and hard copy submitted at this Institute, the online copy shall be considered as final.

1.21 Withdrawal, substitution and Modification of Bids

1.21.1. The Withdrawal, substitution and Modification of Bids is permitted as per the provisions of the e-procurement system.

1.21.2. No bid may be withdrawn, substituted, or modified in the interval between the due date for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Bid Form or any extension thereof.

E. Opening and Evaluation of Bids

1.22 Opening of Bids by the client

1.22.1. Opening of Bids by the client will be done as per the provisions of the e-procurement system. In the event of the specified date of Bid opening being declared a holiday for the client, the Bids shall be opened at the appointed time and location on the next working day. In case of two-bid, the Price bid shall be opened only after technical evaluation.

1.22.2. Bidders interested in participating in the bid opening process, should witness the tender opening process on e-procurement system.

1.23 Confidentiality

- 1.23.1. Information relating to the examination, evaluation, comparison and post qualification of bids, and recommendation of contract award, shall not be disclosed to bidders or any other persons not officially concerned with such process until Award of the Contract.
- 1.23.2. Any effort by a Bidder to influence the client in the examination, evaluation, comparison, and post qualification of the bids or contract award decisions may result in the rejection of its Bid.

1.24 Clarification of Bids

To assist in the examination, evaluation, comparison and post qualification of the bids, the client may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder, at the discretion of the client. Any clarification submitted by a bidder in respect to its bid which is not in response to a request by the client shall not be considered.

1.25 Preliminary Examination

- 1.25.1. The client shall examine the bids to confirm that all documents and technical documentation requested in **ITB Clause 1.9** have been provided, and to determine the completeness of each document submitted.
- 1.25.2. The client shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) All the tenders received will first be scrutinized to see whether the tenders meet the basic requirements as incorporated in the tender enquiry document. The tenders, who do not meet the basic requirements, will be treated as non-responsive and ignored. The following are some of the important points, for which a tender may be declared as non-responsive and will be ignored, during the initial scrutiny:

i	The Bid is unsigned
ii	The bidder has not agreed to some essential condition(s) incorporated in the tender.

(b) Bid Form and Price Schedule Form, in accordance with **ITB Clause 1.10**. In case of two-bid system these forms shall be examined after opening of the Price Bids of the technically qualified bidders.

1.26 Responsiveness of Bids

- 1.26.1. Prior to the detailed evaluation, the client will determine the substantial responsiveness of each bid to the bidding documents. For purposes of this clause, a substantive responsive bid is one, which conforms to all terms and condition of the bidding documents without material deviations, reservations or omissions. A material deviation, reservation or omission is one that:

(a)	affects in any substantial way the scope, quality of items specified in the Tender; OR
(b)	limits in any substantial way, inconsistent with the Bidding Documents, the client's rights or the Bidder's obligations under the Proposed Contract; OR
(c)	if rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

- 1.26.2. The client's determination of a bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.
- 1.26.3. If a bid is not substantially responsive, it will be rejected by the client and may not subsequently be made responsive by the Bidder by correction of the material deviation, reservation or omission.

1.27 Non-Conformity, Error and Omission

- 1.27.1. Provided that a Bid is substantially responsive, the Purchaser may waive any non-conformities or omissions in the Bid that do not constitute a material deviation.

1.27.2. Provided that a bid is substantially responsive, the Purchaser may request that the Bidder submit the necessary information or documentation, within a reasonable period of time, to rectify non-material non-conformities or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the Bid. Failure of the Bidder to comply with the request may result in the rejection of its Bid.

1.27.3. Provided that the Bid is substantially responsive, the Purchaser shall correct arithmetical errors on the following basis:

(a)	if there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected, unless in the opinion of the Purchaser there is an obvious misplacement of the decimal point in the unit price, in which case the line item total as quoted shall govern and the unit price shall be corrected;
(b)	if there is an error in a total corresponding to the addition or subtraction of subtotals, the subtotals shall prevail and the total shall be corrected; and
(c)	if there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

1.27.4. Provided that a bid is substantially responsive, the Purchaser may request that a bidder may confirm the correctness of arithmetic errors as done by the Purchaser within a target date. In case, no reply is received then the bid submitted shall be ignored and its Bid Security may be forfeited.

1.28 Examination of Terms & Conditions, Technical Evaluation

1.28.1. The Purchaser shall examine the Bid to confirm that all terms and conditions specified in the GCC and the SCC have been accepted by the Bidder without any material deviation or reservation.

1.28.2. The Purchaser shall evaluate the technical aspects of the Bid submitted in accordance with **ITB Clause 1.14**, to confirm that all requirements specified in Chapter 4 of the Bidding Documents have been met without any material deviation or reservation.

1.28.3. If, after the examination of the terms and conditions and the technical evaluation, the Purchaser determines that the Bid is not substantially responsive in accordance with **ITB Clause 1.26**, it shall reject the Bid.

1.28.4. [Note: Bidder shall quote in Indian currency Only]

1.29 Evaluation and comparison of bids

1.29.1 The client shall evaluate each bid that has been determined, up to this stage of the evaluation, to be substantially responsive.

1.29.2 To evaluate a Bid, the client shall only use all the factors, methodologies and criteria defined below. No other criteria or methodology will be used.

1.29.3 The bids shall be evaluated on the basis of final landing cost which shall be arrived as under:

i)	The price shall be quoted as per price bid format by mentioning basic cost and all applicable taxes etc.
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1.30 Comparison of Bids

The Purchaser shall compare all substantially responsive bids to determine the lowest valued bid, in accordance with **ITB Clause 1.29**.

1.31 Contacting the Purchaser

1.31.1 Subject to **ITB Clause 1.24**, no Bidder shall contact the client on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded.

1.31.2 Any effort by a Bidder to influence the client in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.

1.32 Post qualification

- 1.32.1 In the absence of pre-qualification, the client will determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the criteria listed in **ITB Clause 1.13**.
- 1.32.2 The determination will take into account the Eligibility & Qualification criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder, as well as such other information as the client deems necessary and appropriate.
- 1.32.3 An affirmative determination will be a prerequisite for award of the contract to the Bidder. A negative determination will result in rejection of the Bidder's bid.

F. Award of contract

1.33 Negotiations

Normally, there shall not be any negotiation. Negotiations, if at all, shall be an exception and only in the case of items with limited source of supply. Negotiations shall be held with the lowest evaluated responsive bidder. Counter offers tantamount to negotiations, shall be treated at par with negotiations.

1.34 Award Criteria

Subject to **ITB Clause 1.37**, the Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid, provided further that the Bidder is determined to be qualified to perform the contract satisfactorily.

- 1.35 DEVIATION:** Additional work/any deviation beyond work order quantities requires prior approval of purchaser before execution of such work. The permissible overall deviation from the work order value is 10% of such deviation should not be executed at site without prior approval of the Institute authority.

1.36 Purchaser 's right to accept any Bid and to reject any or all Bids

The Purchaser reserves the right to accept or reject any bid and to annul the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected Bidder or Bidders.

1.37 Notification of Award

- 1.37.1 Prior to the expiration of the period of bid validity, the client will notify the successful bidder in writing by registered letter or by cable or telex or fax or e mail that the bid has been accepted and a separate work order shall follow through post.
- 1.37.2 Until a formal contract is prepared and executed, the notification of award should constitute a binding contract.
- 1.37.3 Upon the successful Bidder's furnishing of the signed Contract Form and Performance Security pursuant to **ITB Clause 1.40**, the Client will promptly notify each unsuccessful Bidder and discharge its bid security.

1.38 Signing of Contract

- 1.38.1 Promptly after notification, the Purchaser shall send the successful Bidder the Work Order.
- 1.38.2 Within twenty-one (21) days of date of the Work Order, the successful Bidder shall enter into Contract Agreement as per Chapter 7.

1.39 Order Acceptance

- 1.39.1 The successful bidder should submit Order acceptance within 15 days from the date of issue of work Order, failing which it shall be presumed that the vendor is not interested and his bid security is liable to be forfeited pursuant to **ITB Clause 1.15.11**.
- 1.39.2 The order acceptance must be received within 15 days. However, the Purchaser has the powers to extend the time frame for submission of order acceptance and submission of Performance Security (PS). Even after extension of time, if the order acceptance / WO are not received, the contract shall be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering in the particular case.

1.40**Performance Security**

Within 21 days of receipt of the notification of award / Work Order as per the GCC Clause 2.12, the contractor shall furnish Performance Security for the amount specified in SCC.

CHAPTER 2A

CONDITIONS OF CONTRACT

GENERAL CONDITIONS OF CONTRACT

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Note: The General Conditions of Contract shall form the part of Work Order / Contract.

A. GENERAL CONDITIONS OF CONTRACT

2.1. Definitions

The following words and expressions shall have the meanings hereby assigned to them:

Sr. No.	Words / Expressions	Meaning
(a)	Contract	The Contract Agreement entered into between the Purchaser and the contractor, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
(b)	Contract Documents	The documents listed in the Contract Agreement, including any amendments thereto.
(c)	Contract Price	The price payable to the Supplier Contractor as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
(d)	Day	Calendar day
(e)	Completion	The fulfilment of the Related Services by the Contractor in accordance with the terms and conditions set forth in the Contract.
(f)	GCC	The General Conditions of Contract.
(g)	Goods	All Goods required to be used as specified in BOQ and as per terms and conditions of contract.
(h)	Services	The services incidental to the supply of the goods, such as transportation, insurance, installation, training and initial maintenance and other such obligations of the Contractor under the Contract.
(i)	SCC	The Special Conditions of Contract.
(j)	Subcontractor	Any natural person, private or government entity or a combination of the above to which any part of the goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
(k)	Supplier	The natural Person, Private or Government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
(l)	Client	The Director, The Indian Institute of Tropical Meteorology (IITM), Pune an autonomous body under Ministry of Earth Sciences (MoES), Govt. of India. as specified in SCC
(m)	The final destination	The place named in the SCC.

2.2 Contract Documents

2.2.1 Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.

2.2.2 Successful bidder shall have to enter into Contract Agreement on Rs.500/- non judicial stamp paper as per Contract Form given in Chapter 7 within 21 days of placement of work Order having value Rs. 5 lakh and above.

2.3 Fraud and Corruption

The client requires that bidders, suppliers, contractors and consultants, if any, observe the highest standard of ethics during the procurement and execution of such contracts. In pursuit of this policy,

(a) The terms set forth below are defined as follows:

I	Corrupt practice	The offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the procurement process or in contract execution
II	Fraudulent practice	A misrepresentation or omission of facts in order to influence a procurement process or the execution of a contract
III	Collusive practice	A scheme or arrangement between two or more bidders, with or without the knowledge of the Borrower, designed to establish bid prices at artificial, non-competitive levels
IV	Coercive practice	Harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in the procurement process or affect the execution of a contract

(b) The client will reject a proposal for award if it determines that the Bidder recommended for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for the Contract in question.

2.4 Joint Venture, Consortium or Association/Amalgamation/Acquisition, Patent Indemnity etc.

If the contractor is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the client for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium or association. The composition or the constitution of the joint venture, consortium or association shall not be altered without the prior consent of the client.

2.4.1. Amalgamation/Acquisition etc.:

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfilment of contractual obligations i.e. supply, installation, commissioning, warranty, maintenance/replacement of spares accessories etc. You may confirm this condition while submitting the bid.

2.4.2 Indemnity clause: The contractor shall indemnify IITM against any injury/death due to negligence or miscommunication during discharging the work of the staff of the contractor. All liabilities will be upon the contractor and what so ever the work, in any case IITM will not be responsible for any liabilities of injury/death. It's the duty of contractor to guide the staff regarding safety.

2.4.3 Patent Indemnity

- a) The Supplier shall, subject to the Client's compliance with GCC Sub-Clause 2.4.3(a), indemnify and hold harmless the Client and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of:

(I)	the installation of the Goods by the Supplier or the use of the Goods in India
AND	
(II)	the sale in any country of the products produced by the Goods

- b) If any proceedings are brought or any claim is made against the Purchaser, the Purchaser shall promptly give the Supplier a notice thereof and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claims.

2.5 Scope of Work
Scope of Work (as specified in the Chapter-4 clause 4.2)

2.6 Contractor's Responsibilities
The contractor shall execute all the works as per Clause 2.5 within specified completion period and as per terms and conditions of contract.

2.7 Contract price
Prices charged by the contractor for tendered/BOQ items shall not vary from the prices quoted by the contractor in its bid/Contract agreement.

2.8 Copy Right
The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the contractor herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the contractor by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.

2.9 Application
These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

2.10 Standards

The work executed under this Contract shall conform to the standards mentioned in the Technical Specifications, Schedule of Requirements/BOQ and as per other terms and condition of contract.

2.11 Use of Contract Documents and Information

2.11.1 The contractor shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the client in connection therewith, to any person other than a person employed by the contractor in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far, as may be necessary for purposes of such performance.

2.11.2 The Contractor shall not, without the Purchaser's prior written consent, make use of any document or information enumerated above except for purposes of performing the Contract.

2.11.3 Any document, other than the Contract itself, enumerated above shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Supplier's performance under the Contract if so required by the Purchaser.

2.12 Performance Security (PS)

2.12.1 The amount of the **Performance Security** shall be **10% of the contract value**, valid up to 60 days after the date of completion of contract obligations including warranty obligations. Within 21 days of receipt of the notification of award of contract. The Contractor shall furnish performance security for the required amount and validity accordance with the work order only.

2.12.2 The proceeds of the performance security shall be payable to the Purchaser as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.

2.12.3 The Performance Security shall be denominated in Indian Rupees.

2.12.4 The Performance security shall be in one of the following forms:

(a)	A Bank guarantee issued by a Nationalized / Scheduled bank located in India; in the form provided in the bidding documents.
OR	
(b)	A Banker's cheque or Account Payee demand draft; in favour of the purchaser.

2.12.5 The performance security will be discharged by the Purchaser and returned to the contractor not later than 60 days following the date of completion of the work, including any warranty obligations, unless specified otherwise in SCC, without levy of any interest.

2.12.6 In the event of any contract amendment, the contractor shall, within 21 days of receipt of such amendment, furnish the amendment to the performance security, rendering the same valid for the duration of the contract, as amended for further period of 60 days thereafter.

2.12.7 The order confirmation should be received within 15 days from the date of notification of award. However, the Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Security (PS). **Even after extension of time, if the order acceptance and PS are not received, the contract shall be cancelled and limited tenders irrespective of the value would be invited from the responding firms after forfeiting the bid security of the defaulting firm, where applicable provided there is no change in specifications. In such cases the defaulting firm would not be considered again for re-tendering in the particular case.**

2.12.8 Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, and then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the client with a covering letter to compare with the original BG for the correctness, genuineness, etc.

2.13 Installation, commissioning and testing

The work executed under this Contract shall conform to the standards mentioned in the Technical Specifications, Schedule of Requirements/BOQ and as per other terms and Condition of contract.

2.14 Work Completion Schedule.

The work shall be completed within 45 days from the date of handing over of site for work commencement.

2.15 Insurance: Insurance of Manpower deployed at site including supervisory staff Employed by Contractor.

2.15.1 The contractor shall provide in the joint names of employer and contractor , insurance cover from the start date to the end of defect liability period which are due to the contractors risk,
a) Loss of or damage to the works ,Plants and Materials;
b) Loss of or damage to the Equipment
c) Loss of or damage of property except works, plants materials and equipment in connection with the contract and
d) Injury or death of person working on the site of work. This also includes the supervisory staff employed by the Employer.

2.15.2 Policies and Certificates for Insurance shall be delivered by the Contractor to the Employer before start date. All such insurance shall provide for compensation to be payable in the types and proportions of currencies required to rectify the loss or damage incurred.

2.15.3 If the contractor does not provide any of the policies and certificates required, Employer may affect the insurance which the contractor should have provided and recovered the premiums by the employers has to be paid from payment due for otherwise due to the contractor or if no payment is due the payment of the premium shall be debt due.

2.15.4 Alterations to the terms of insurance shall not be made without approval of employer.

2.15.5 Both parties shall comply with any conditions of the Insurance policy.

2.16 Transportation The supplier shall make his own arrangements for the transportation of material at site and after completion of work remove the unwanted material from the site and hand over the clear site.

2.17 Incidental services:- The supplier may be required to provide any or all of the services including training if any as specified in chapter 4 clause 4-2

The supplier may be required to provide any or all of the services, including training, if any as specified in chapter4: clause-4.2

2.18 Spare Parts Supplier shall confirm the availability on spares parts if any needed during/after the defect liability period.

2.19 Warranty/Defect liability period:

Defect liability period of the work shall be 24 month from the date of handing/taking over the clear site after successful completion of the work. Contractor will rectify the defects noticed during the defect liability period free of cost.

2.20 Terms of Payment:

2.20.1 The method and conditions of payment to be made to the supplier under this contract shall be referred as specified in the SCC.

2.21 Change Orders and Contract Amendments

2.21.1. The client may at any time, by written order given to the contractor pursuant to Clause on Notices of the GCC make changes within the general scope of the Contract in any one or more of the following:

a)	Drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Client;
b)	The method of shipping or packing;
c)	The place of delivery; and/or
d)	The Services to be provided by the Supplier.
e)	The delivery schedule.

2.21.2. If any such change causes an increase or decrease in the cost of, or the time required for, the Supplier's performance of any provisions under the Contract, an equitable adjustment shall be made in the Contract Price or delivery schedule, or both, and the Contract shall accordingly be amended. Any claims by the

contractor for adjustment under this clause must be ascertained within fifteen (15) days from the date of the supplier's receipt of the purchaser's change order.

- 2.21.3. No variation or modification in the terms of the contract shall be made except by written amendment signed by the parties.

2.22 Assignment

The supplier shall not assign, in whole or in part, its obligations to perform under the Contract, except with the purchaser's prior written consent.

2.23 Sub contracts

The Supplier shall notify the client in writing of all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in the original bid or later, shall not relieve the Supplier from any liability or duties or obligation under the Contract.

2.24 Extension of time

- 2.24.1 The work shall be completed within the completion period only as specified in tender; however in case a time extension request if needed may be submitted with proper justification for consideration and decision of competent authority in this regard will final and binding.

- 2.24.2. If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the work and performance of Services, the supplier shall promptly notify the client in writing of the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the supplier's notice, the purchaser shall evaluate the situation and may, at its discretion, extend the supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment to the Contract.

- 2.24.3. Except as provided under the Force Majeure clause of the GCC, a delay by the supplier in the performance of its delivery obligations shall render the purchaser liable to the imposition of penalty pursuant to Penalty Clause of the GCC unless an extension of time is agreed upon pursuant to above clause without the application of penalty clause.

2.25. Penalty clause

Subject to GCC Clause on Force Majeure, if the supplier/contractor fails to deliver/execute any or a part of the supply/work within the period(s) specified in the Contract, the purchaser shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as penalty, a sum equivalent to the percentage **specified in SCC**.

2.26. Termination for Default

- 2.26.1. The purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the supplier/contractor, terminate the Contract in whole or part:

(a)	If the supplier/contractor fails to deliver any or all of the Goods/work within the period(s) specified in the contract, or within any extension thereof granted by the client pursuant to GCC Clause on Extension of Time;
(b)	If the supplier/contractor fails to perform any other obligation(s) under the Contract
(c)	If the supplier/contractor, in the judgment of the purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in GCC Clause on Fraud or Corruption in competing for or in executing the Contract.

- 2.26.2. In the event the purchaser terminates the contract in whole or in part, he may take recourse to any one or more of the following action:

(a)	The Performance Security/EMD will be forfeited;
(b)	The purchaser may procure/execute, upon such terms and in such manner as it deems appropriate, Goods/work similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.
(c)	However, the supplier shall continue to perform the contract to the extent not terminated.

2.27. Force Majeure

- 2.27.1. Notwithstanding the provisions of GCC Clauses relating to Extension of Time, Penalty and Termination for Default the Supplier shall not be liable for forfeiture of its Performance Security, Liquidated Damages or

Termination for Default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

2.27.2. For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the contractor that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the contractor. Such events may include, but not be limited to, acts of the client in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

2.27.3. If a Force Majeure situation arises, the contractor shall promptly notify the client in writing of such conditions and the cause thereof within 21 days of its occurrence. Unless otherwise directed by the client in writing, the contractor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

2.27.4. If the performance in whole or in part or any obligations under the contract is prevented or delayed by any reason of Force Majeure for a period exceeding 60 days, either party may at its option terminate the contract without any financial repercussions on either side.

2.28. Termination for Insolvency

The Purchaser may at any time terminate the Contract by giving written notice to the supplier/contractor, if the supplier/contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the supplier/contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the client.

2.29. Termination for Convenience

The supplier/contractor, by written notice sent to the contractor, may terminate the Contract, in whole or in part, at any time. The notice of termination shall specify that termination is for the client's convenience, the extent to which performance of the contractor under the Contract is terminated, and the date upon which such termination becomes effective.

2.30. Settlement of Disputes

2.30.1. The purchaser and the supplier/contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.

2.30.2. If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either the purchaser or the supplier/contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods/work under the Contract.

2.30.3. The dispute settlement mechanism / arbitration proceedings shall be concluded as under:

(a)	In case of Dispute or difference arising between the client and a contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the Director The Indian Institute of Tropical Meteorology (IITM), Pune and if he is unable or unwilling to act, to the sole arbitration of some other person appointed by him willing to act as such Arbitrator. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to the Contract.
-----	---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

2.30.4. The venue of the arbitration shall be the place from where the purchase/work order or Contract is issued.

2.30.5. Notwithstanding any reference to arbitration herein,

(a)	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
(b)	the purchaser shall pay the contractor any monies due the Supplier.

2.31.1 Governing Language

The Contract shall be written in English language which shall govern its interpretation. All correspondence and other documents pertaining to the Contract, which are exchanged by the parties, shall be written in the English language only.

2.32 Applicable Law / Jurisdiction

The Contract shall be interpreted in accordance with the laws of the Union of India and all disputes shall be subject to place of jurisdiction as specified in SCC.

2.33 Notices

2.33.1 Any notice given by one party to the other pursuant to this contract / order shall be sent to the other party in writing or by cable, telex, FAX, e-mail or / and confirmed in writing to the other party's address specified in the SCC.

2.33.2 A notice shall be effective when delivered or on the notice's effective date, whichever is later.

2.34 Taxes and Duties

2.34.1 For goods/works component Manufactured within India, the supplier/contractor shall be entirely responsible for all taxes, duties, license fees, etc., incurred till its final manufacture / production.

2.34.2 If any tax exemptions, reductions, allowances or privileges may be available to the supplier/contractor in India, the purchaser shall make its best efforts to enable the supplier/contractor to benefit from any such tax savings to the maximum allowable extent.

2.34.3 All payments due under the contract shall be paid after deduction of statutory levies (at source) (like ESIC, IT, etc.) wherever applicable.

2.35 Right to use Defective Goods

If after delivery, installation and within commissioning & acceptance and within warranty/defect liability period, the operation or use of the goods/works proves to be unsatisfactory, the purchaser shall have the right to continue to operate or use such goods/works until rectifications of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the purchaser operation.

2.36 Site preparation and installation/work commencement:

The site will be handed over to supplier/contractor along with all inventories if any and keys for work commencement. Supplier/contractor has to take over the site for commence of work and after successful completion of work the supplier/contractor has to handed over the completed site to purchaser.

2.37 Integrity Pact: N.A. for contract value less than Rs. 5.00 Crores.

CHAPTER 2B

SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC):

SL No.	Special Condition of Contract (SCC)	
1.	The Purchaser/Client is: THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr. HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA) – INDIA	
2.	The Final Destination is: INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA) – INDIA	
3.	EMD/BID Security: Rs. 74,000=00 (Rupees Eighty Thousand only) in the form as specified in tender.	
4.	Performance Security: The amount of the Performance Security shall be 5% of the contract value , valid up to 60 days after the date of completion of contract obligations including warranty obligations/defect liability period.	
5.	Deviation: Additional work/any deviation beyond work order quantities requires prior approval of the IITM authorities before execution of such work. The permissible overall deviation from the work order value is 10% and such deviation should not be executed at site without prior approval of Institute's authority.	
6.	SAFETY: The successful bidder will be responsible for all activities on the site as per safety norms and building code.	
7.	Extra/Non tendered item: Non tendered items will be executed with prior approval of the competent authority. The procedure of payment of non tendered items will be material cost + labour cost + applicable taxes + contractors profit maximum up to 10%.	
8.	Liquidity damages/Penalty: If the work is not completed by the supplier within the stipulated completion period mentioned in the work order, the contractor shall pay liquidated damage of 1% per week subject to maximum of 10% of the work order value in case of delays beyond the accepted completion period for reasons solely attributed to contractor.	
9.	Payment Terms: The method and conditions of payment to be made to the contractor under this Contract shall be as follows: 1) No Advance payment will be made. 2) No Price escalation will be granted during the period of contract. 3) One running bills and after that 2nd & final bill [Total 02 bills] maximum 02 bills may be submitted by the contractor for the payment during the period of contract. 5) The documents to be submitted along with final bill viz. final bill hard and soft copy, Drawings, completion certificate, site clearance certificate, No claim certificate, inventory list, keys, as built drawing and equipment manual along with guaranty /warranty certificate etc.	
10.	Defect liability period: The defect liability period shall be: 24months The defect liability period shall remain valid for Twenty Four (24) months from the date of handing over the completed site to the Institute.	
GCC 2.26.1	(a)	As time is the essence of the contract, Delivery period mentioned in the work Order should be strictly adhered to. Otherwise EMD/PS will be forfeited and also Liquidity damages clause will be applicable /enforced.
	(b)	IITM reserves the right to cancel the order in case the delay is more than 10 weeks. Penalties, if any, will be deducted from the EMD/PS.
	(c)	The maximum amount of penalty shall be 10% of the work order value of work order in case of delays beyond the accepted completion period.
GCC 2.33.1	The place of jurisdiction is Pune , India.	
GCC 2.34.1	For notices , the contact address is THE DIRECTOR INDIAN INSTITUTE OF TROPICAL METEOROLOGY Dr.HOMI BHABHA ROAD, PASHAN, PUNE-411 008 (MAHARASHTRA)- INDIA Telephone # : 0091-20-25904200 Facsimile number : 0091-20- 2586-5142 E-mail address: emu_admin@tropmet.res.in	
GCC 2.39.4	The integrity pact is not to be signed. However, efforts must be made to realize the objectives & spirits thereof.	

CHAPTER 3

(To be filled by the bidder and enclosed with the Technical Bid)

SCHEDULE OF REQUIREMENT

The schedule of requirement must clearly specify the time frame required to complete the work by the bidder (with reference to scope of work given in 4.2 of chapter 4) if the contract is awarded for the offer/proposal submitted by the bidder in response to this tender

A) Time frame required for completion of work after the award of work /Execution of contract Agreement

Sr.No.	Activity	Time frame
1.	Site preparation and handing over of site for work commencement	
2.	Execution of work (Bar chart should be submitted)	
3	Completion of work by bidder	
4.	Site clearance and Handing over of site after successful work completion	

PLACE: _____

Signature of the Bidder: _____

Date : _____

CHAPTER 4

SPECIFICATIONS AND TECHNICAL DETAILS

Detailed scope of work

The main building of IITM has 27 Electrical Distribution boards (EDB) for distribution of power to office rooms, laboratories, Seminar halls etc. Since the EDB's are very old and faulty, IITM wishes to replace the same for reliability of power. The scope includes removal of old installations and replacing with new EDB's and other incoming and outgoing cables as per BOQ.

Before bidding the vendor has to verify the location and other requirements.

1. The entire work of installation to be well planned and should be carried out within minimum time frame with prescheduled date and time provided by IITM.
2. Before installation, successful contractor has to take prior approval for installation of DB's, routing of cables, mounting etc.
3. Electrical material supplied shall be strictly as per specifications of contract and relevant specifications. In the event of any ambiguity/dispute the IITM Pune has the right to reject.
4. All LT power cables shall be 660/1100v grade with aluminium conductor for size 10 sq.mm and above. Power cables of sizes up to 6 sq.mm shall be with copper conductor. All cables shall be externally marked at either end with the respective identification numbers by means of non deteriorating material.
5. Contractor has to supply, install and commission of distribution board as per specification given in bill of quantity .DB shall be installed on column/structure as required with necessary frame work with minor civil works if required.
6. The old materials should be removed properly and should be transported to designated place provided by IITM.
7. Minor damages during removal of old materials, drilling of walls for routing and any other civil works required for completion of job is included in the scope and should be rectified by the successful contractor.

Description of work for Electrical Renovation work of IITM Office 1

Sr. No.	Description of work	Qty	Unit
1	Supply, Installation, Testing and Commissioning of 1100V grade L.T. XLPE/ PVC insulated multistrand Al/Cu conductor cables on surface /provided prefabricated trays/ pipe/ in trenches with necessary clamps, identification tag. & all other items required for completing the work. (Note:-Actual cable lengths shall be measured and paid as per site requirement.		
1.1	4x35 sqmm Al Armored cable	1800	Mtr.
1.2	1x10 sqmm Cu cable	2000	Mtr.
2	End termination for below cables with Brass, heavy duty single compression glands, Al/Cu lugs, and other consumable like insulation adhesive tape, crimping, gland hole drilling, ferruling, marking etc.		
2.1	4x35 sqmm Al Armored cable	60	Nos.
2.2	1x10 sqmm Cu cable	130	Nos.
3	Supply & fixing of 12 way (4 + 36), Double door wall mounting/ frame mounting, vertical type, 415 V, VTPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 125A 4PMCCB incomer, 200Amps tinned copper bus bar, common neutral link, earth bar, interconnections, din bar for mounting single pole & Triple pole MCBs (but without outgoing MCB's) .As approved by electrical incharge.	29	Nos.
4	Supplying and fixing 8 way (4 + 24), Double door, horizontal type three pole and neutral, sheet steel, 415V MCB distribution board, with 4P63A incomer MCB , on surface/ frame mounting, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar for mounting MCB's, interconnections, powder paint including earthing etc. as required.(But without MCB)	29	Nos.
5	Supplying and fixing following rating, 240/415 V, 10 kA, "C" curve MCB, suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.		
5.1	16A SP	830	Nos.
5.2	20A SP	460	Nos.
5.3	32A SP	120	Nos.
5.4	20A DP	400	Nos.
5.5	32A DP	40	Nos.
5.6	32A TP	35	Nos.
5.7	32A 4P	50	Nos.
5.8	63A 4P	60	Nos.
5.9	63A 3P	20	Nos.
6	Supplying and Fixing of following types Metal enclosure boxes on surface (As approved by Electrical Incharge)		
6.1	Double pole	300	Nos.
6.2	Four pole	50	Nos.

7	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit/ casing capping as required.		
7.1	3x2.5 sqmm	2800	Mtr.
7.2	3x4 sqmm	2800	Mtr.
7.3	2x10sqmm+1x6 sqmm Cu wire	600	Mtr.
8	Supplying & Fixing of 63A 4P 415V rated Cu busbar box complete with connections, surface/wall mounted. Enclosure made from CRCA sheet steel duly powder coated for longer life. Electrolytic copper bus bar must be used. Multi Terminals provision for each phase and neutral. Knockout provided for entry of cables.	60	Nos.
9	Supplying & Fixing of PVC Trunking of 100mmx50mm x2mm thick with trunking cover (As approved by Electrical incharge)	1600	Mtr.
10	Supplying & Fixing of 150mmx75mm, 2mm thick G.I. perforated cable Tray with cover	50	Mtr.
11	Dismantling of existing old panels /DB's, cables, casing capping Patti, flexible wires etc. Drilling and refilling holes with cement & minor civil works & painting if required & make look good aesthetically. All dismantled material should be transported to designated place inside IITM as directed by electrical incharge.	1	Job

Make List for Main Building Electrical Work

SR. NO.	ITEM DESCRIPTION	RECOMMENDED MAKES
1	MCCBs	ABB/Schneider/Siemens/L&T/Legrand
2	LT Cables	Polycab/Finolex / Universal, RPG
3	MCB	ABB/Schneider/Siemens/L&T/Legrand
4	DBs	ABB/Schneider/Siemens/L&T/Legrand
5	Cu Multistrand Wires	Polycab/Finolex / Universal/ RPG
6	Cable Trays	Trinity/ MK/ Legrand/ Ashlesha/ Indiana
7	Lugs	Dowel/ Jainson/ Braco/ Hex
8	PVC conduits/ Casing Capping	Modi/Diamond/Precision / Circle Arc/sandeep
9	Metal Enclosure Boxes	Schneider/Siemens/L&T/Legrand
9	Cu Busbar Boxes	Schneider/Siemens/L&T/Legrand

CHAPTER 5

Qualification Requirements

The Bidder shall furnish documentary evidence along with Technical Bid to support the following Qualification Criteria:

- 1) The BIDDER should be a well-established and reputed Electrical Contractor, with License for working as electrical contractor of **22 KV/11KV/415 Volts** issued by Maharashtra state/ state administration of the state in which the contractor is working.
- 2) **Financial Qualifying Criteria:**
The Bidder shall furnish documentary evidence to meet the following Financial Qualifying Criteria:
 - i) Average annual financial turnover for last 3 years ending 31st March 2018 of the previous Financial Year should be at least 30% of the estimated cost. Documentary proof to be provided.
- 3) **Experience and Technical Capacity:**
 - (i) The Bidder shall furnish documentary evidence (satisfactory work completion report from clients) to demonstrate that it meets the following experience requirement(s):

The BIDDER should have completed three similar works, in last 3 years, costing not less than the amount equal to 40% of the estimated cost. Or

Two completed similar works, in last 3 years, costing not less than the amount equal to 60% of the estimated cost. Or

One completed similar work, in last 3 years, costing not less than the amount equal to 80% of the estimated cost.

- (ii) Other Documents required to be submitted in the Technical bid
 - (a) Copy of Permanent Account No.
 - (b) Copies of last three year Income tax return
 - (c) GST Registration certificate
 - (d) If registered with NSIC copy of the same
 - (e) Work completion schedule/BAR Chart to complete the work with stipulated period as specified in NIT
 - (f) Firms registration with competent authority
 - (g) Company Profile

NOTE: [The bidders who do not fulfil the above Eligibility Criteria their bid will be rejected during the Evaluation of Technical Bid. Commercial bid will be opened only of technically qualified bidders.]

CHAPTER 6 (A) -: PRICE SCHEDULE

NAME OF WORK: Electrical renovation works of Main Office Building, IITM, Pashan, Pune-8

Sr. No	Description	Total quoted price of the work Inclusive of applicable Taxes etc complete in all respect as per 6B in (Rs.)
1.	Electrical renovation works of Main Office Building, IITM, Pashan, Pune-8.	

Note: The prices mentioned at above should exactly be submitted at e-procurement web site (Price Bid) and soft copy of price schedule along with relevant chapter 6A & 6B have to be uploaded on e-procurement web portal only. The prices submitted on e-procurement web site will be treated as final and compression will be based on same prices only.

Signature of Authorised Person with seal

CHAPTER 6 (B):- PRICE SCHEDULE WITH BOQ
BOQ for Electrical renovation works of Main Office Building for IITM, Pune.

Sr. No.	Description of work	Qty	Unit	Basic Rate (without taxes)	Taxes	Total Amount in Rs.
1	Supply, Installation, Testing and Commissioning of 1100V grade L.T. XLPE/ PVC insulated multistrand Al/Cu conductor cables on surface /provided prefabricated trays/ pipe/ in trenches with necessary clamps, identification tag. & all other items required for completing the work. (Note:-Actual cable lengths shall be measured and paid as per site requirement.					
1.1	4x35 sqmm Al Armored cable	1800	Mtr.			
1.2	1x10 sqmm Cu cable	2000	Mtr.			
2	End termination for below cables with Brass, heavy duty single compression glands, Al/Cu lugs, and other consumable like insulation adhesive tape, crimping, gland hole drilling, ferruling, marking etc.					
2.1	4x35 sqmm Al Armored cable	60	Nos.			
2.2	1x10 sqmm Cu cable	130	Nos.			
3	Supply & fixing of 12 way (4 + 36), Double door wall mounting/ frame mounting, vertical type, 415 V, VTPN MCB distribution board of sheet steel, dust protected, duly powder painted, inclusive of 125A 4PMCCB incomer, 200Amps tinned copper bus bar, common neutral link, earth bar, interconnections, din bar for mounting single pole & Triple pole MCBs (but without outgoing MCB's) .As approved by electrical incharge.	29	Nos.			
4	Supplying and fixing 8 way (4 + 24), Double door, horizontal type three pole and neutral, sheet steel, 415V MCB distribution board, with 4P63A incomer MCB , on surface/ frame mounting, complete with tinned copper bus bar, neutral bus bar, earth bar, din bar for mounting MCB's, interconnections, powder paint including earthing etc. as required.(But without MCB)	29	Nos.			
5	Supplying and fixing following rating, 240/415 V, 10 kA, "C" curve MCB, suitable for inductive load of following poles in the existing MCB DB complete with connections, testing and commissioning etc. as required.					
5.1	16A SP	830	Nos.			
5.2	20A SP	460	Nos.			
5.3	32A SP	120	Nos.			
5.4	20A DP	400	Nos.			
5.5	32A DP	40	Nos.			
5.6	32A TP	35	Nos.			

5.7	32A 4P	50	Nos.			
5.8	63A 4P	60	Nos.			
5.9	63A 3P	20	Nos.			
6	Supplying and Fixing of following types Metal enclosure boxes on surface (As approved by Electrical Incharge)					
6.1	Double pole	300	Nos.			
6.2	Four pole	50	Nos.			
7	Supplying and drawing following sizes of FRLS PVC insulated copper conductor, single core cable in the existing surface/ recessed steel/ PVC conduit/ casing capping as required.					
7.1	3x2.5 sqmm	2800	Mtr.			
7.2	3x4 sqmm	2800	Mtr.			
7.3	2x10sqmm+1x6 sqmm Cu wire	600	Mtr.			
8	Supplying & Fixing of 63A 4P 415V rated Cu busbar box complete with connections, surface/wall mounted. Enclosure made from CRCA sheet steel duly powder coated for longer life. Electrolytic copper bus bar must be used. Multi Terminals provision for each phase and neutral. Knockout provided for entry of cables.					
9	Supplying & Fixing of PVC Trunking of 100mmx50mm x2mm thick with trunking cover (As approved by Electrical incharge)					
10	Supplying & Fixing of 150mmx75mm, 2mm thick G.I. perforated cable Tray with cover					
11	Dismantling of existing old panels /DB's, cables, casing capping Patti, flexible wires etc. Drilling and refilling holes with cement & minor civil works & painting if required & make look good aesthetically. All dismantled material should be transported to designated place inside IITM as directed by electrical incharge.					
Total Amount in Rs.						

Note: The prices quoted against above BIL OF QUANTITIES (BOQ) should exactly be submitted at e-procurement website (Price Bid) and soft copies of price schedule have to be uploaded on e-procurement web portal. The prices submitted on e-procurement website will treated as final and comparison will based on the said prices only.

CHAPTER 7

Contract Form/Agreement Format:

This agreement, made the day of ,2018 between Indian Institute of Tropical Meteorology, Homi Bhabha road, Pashan, Pune (hereinafter called _ the Employer) II of the one part and M/s. ----- II of the part

Whereas the Employer is desirous that the Contractor execute -----at Indian Institute of Tropical Meteorology, Pashan, Pune (hereinafter called _ the Works II) and the Employer has accepted the Bid by the Contractor for the execution and completion of such works and the remedying of any defects therein, at a Contract Rs. -----

THIS AGREEMENT WIRNESSETH as follows:

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the Conditions of Contract hereinafter referred to, and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the works and remedy any defects therein conformity in all aspects with the provisions of the Contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the works and the remedying the defects wherein the contract Price or such other sum as may become payable under the provisions of the Contractor at the times and in the manner prescribed by the contract.
4. The contractor shall not be responsible for any delays due to changes in drawings, specifications, scope of work or any other reasons attributable to the client, his representatives and other contractors. The contractor shall also not be responsible for any delays occurring due to force majeure situations during the execution of the work.
5. **Non tendered items:** The Rate for non-tendered items will be arrived as per following material cost at site + labour cost + taxes + 10% overhead & profit. Non tendered items will be executed only with prior approval of Institute's authority.
6. **DEVIATION:** Additional work/any deviation beyond work order quantities requires prior approval of the IITM authorities before execution of such work. The permissible overall deviation from the work order value is 10% and such deviation should not be executed at site without prior approval of Institute's authority.
7. **PENALTY CLAUSE:** If the Contractor fails to carry out the work as per specifications mentioned in the BOQ within the due date, the contractor is liable to pay liquidated damages of one percent, per every week delay subject to a maximum of 10% of work order value and such money will be deducted from any money due or which may become due to the supplier. Completion period will be calculated from the date of handing the site to contractor for execution of work.
8. Other terms and conditions will be applicable as per Tender document and issued work order No ----- dated on-----
9. The Director, Indian Institute of Tropical Meteorology, Pune will be the final authority to decide the appropriate action and it will be binding on the Vendor. Decision of Director, IITM in regard of interpretation of the terms and conditions shall be final and binding on the vendor.
In witness whereof the parties thereto have caused this Agreement to be executed the day and Year first before written.

Signed and delivered for and on behalf of
M/s. -----

Signed and delivered for and on behalf of
Indian Institute of tropical Meteorology, Pashan

1) Signature
Name:

Address:

1) Signature
Name:

2) Signature
Name:

2) Signature
Name:

CHAPTER 8

(I) OTHER STANDARD FORMS

Sr. No.	Name of the Form	Annexure
1	Bidder Information Form	A
2	Bid Security Form / Earnest Money Deposit	B
3	Performance Statement Form	C
4	Deviation Statement Form	D
5	Service Support Detail Form	E
6	Bid Form	F
7	Performance Security Form	G
8	Indemnity Bond	H
9	Eligibility Certificate	I
10	Non Black List Certificate	J

NOTE: The Successful Bidder shall submit Documents with reference to Annexure – H, I & J after Award of Contract as mentioned in Purchase Order.

Bidder Information Form

(a) [The Bidder shall fill in this Form in accordance with the instructions indicated below. No alterations to its format shall be permitted and no substitutions shall be accepted. This should be done of the letter head of the firm]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No : [insert number from Invitation for bids]

01.	Bidder's Legal Name [insert Bidder's legal name]
02.	In case of JV, legal name of each party: [insert legal name of each party in JV]
03.	Bidder's actual or intended Country of Registration: [insert actual or intended Country of Registration]
04.	Bidder's Year of Registration: [insert Bidder's year of registration]
05.	Bidder's Legal Address in Country of Registration: [insert Bidder's legal address in country of registration]
06.	Bidder's Authorized Representative Information Name: [insert Authorized Representative's name] Address: [insert Authorized Representative's Address] Telephone/Fax numbers: [insert Authorized Representative's telephone/fax numbers] Email Address: [insert Authorized Representative's email address]
07.	Attached are copies of original documents of: Articles of Incorporation or Registration of firm named in 1, above.

Signature of Bidder _____

Name _____

Business Address _____

BID SECURITY FORM

Whereas _____
(hereinafter called the tenderer)

has submitted their offer dated _____
for the supply of _____
(hereinafter called the tender)

Against the Client’s Tender No. _____
KNOW ALL MEN by these presents that WE _____
of _____ having our registered office at
_____ are bound unto _____ (hereinafter called the “Client”)

In the sum of _____

For which payment will and truly to be made to the said Client, the Bank binds itself, its successors and assigns by these presents. Sealed with the Common Seal of the said Bank this _____ day of _____ 20_____.

THE CONDITIONS OF THIS OBLIGATION ARE:

(1)	If the tenderer withdraws or amends or modifies or impairs or derogates from the Tender in any respect within the period of validity of this tender.
(2)	If the tenderer having been notified of the acceptance of his tender by the Client during the period of its validity
(3)	If the tenderer fails to furnish the Performance Security for the due Performance of the contract.
(4)	Fails or refuses to accept/execute the contract.

We undertake to pay the Client up to the above amount upon receipt of its first written demand, without the Client having to substantiate its demand, provided that in its demand the Client will note that the amount claimed by it is due to it owing to the occurrence of one or both the two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

(Signature of the authorized officer of the Bank)

Name and designation of the officer
Seal, name & address of the Bank and address of the Branch

Note: Whenever the bidder chooses to submit the Bid Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Client with a covering letter to compare with the original BG for the correctness, genuineness, etc.

PERFORMANCE STATEMENT FORM

Details of similar works executed during past 3 years in India & Abroad

Name of the Firm _____

SL. No.	Work Order Placed by (full address of Client)	Work Order No. and date	Name of work	Value of Work Order	Value of Actual work done	Date of completion as per Work Order	Date of actual completion of delivery	Remarks indicating reasons for late completion, if any	Name of Contact person along with Telephone No., FAX No. and e-mail address

Note: Copy of Work Order and work completion certificate issued by the client to be enclosed for reference.

Signature and Seal of the manufacturer/Bidder

Place :

Date :

DEVIATION STATEMENT FORM

PART -I

The following are the particulars of deviations from the requirements of the tender specifications:

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the
Manufacturer/Bidder

NOTE:

Where there is no deviation, the statement should be returned duly signed with an endorsement indicating “No Deviations”.

PART – II
(Refer Clause 1.25 of Tender Document)

Sr.No.	TENDER REQUIREMENT	COMPLIANCE	Document Submitted
1	Bid is Signed	Yes / No	Yes / NA
2	EMD as specified as per NIT	Yes / No	Yes / NA
3	This is to certify that we are eligible to bid for this tender as per clause No.1.1 (As per Chapter 8 Annexure-I)	Yes / No	Yes / NA
4	Bid Validity (120 days after the date of Bid opening)	Yes / No Bid valid up to	Yes / NA
5	Agree to submit Performance Security 5% of Work Order Value as per Clause 2.12.1	Yes / No	Yes / NA
6	Bidder Information Form enclosed as per Chapter 8: Annexure –A	Yes / No	Yes / NA
7	Certification of non-black listing (Self Certification) as specified in (Chapter 8 Annexure-J)	Yes / No	Yes / NA
8	Performance Statement Form enclosed as per Annexure-C of Chapter 8 with reference to Chapter 5 - 3(i)	Yes / No	Yes / NA
9	Service Support details enclosed as per Annexure F of Chapter 8 with reference to Chapter 5 - 4(c) & 4(d)	Yes / No	Yes / NA
10	Copies of PAN as specified in Chapter 5- 3(ii)-(a)	Yes/No	Yes/NA
11	Copies of last three year income tax returns as specified in Chapter 5- 3(ii)-(b)	Yes/No	Yes/NA
12	Copies of GST Registration certificate as specified in Chapter 5- 3(ii)-(c)	Yes/No	Yes/NA
13	If registered with NSIC, enclose a copy of valid registration as specified in Chapter 5- 3(ii)-(d)	Yes / No	Yes / NA
14	Work completion schedule/BAR Chart as specified in Chapter 5- 3(ii)-(d)	Yes / No	Yes / NA

SERVICE SUPPORT DETAIL FORM

Sr. No.	List of similar type of equipments serviced in the past 3 years	Address, Telephone Nos., Fax No. and e-mail address of the buyer	Nature of training Imparted/ service provided	Name and address of service provider

Signature and Seal of the manufacturer/Bidder.....

Place :

Date :

Bid Form

[The Bidder shall fill in this Form in accordance with the instructions indicated No alterations to its format shall be permitted and no substitutions shall be accepted.]

Date : [insert date (as day, month and year) of Bid Submission]

Tender No. :

To : Director, IITM, Pune

We, the undersigned, declare that:

(a)	We have examined and have no reservations to the Bidding Documents, including Addenda No.: [insert the number and issuing date of each Addenda]
(b)	We offer to supply in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services [insert a brief description of the Goods and Related Services] as specified in Chapter 4
(c)	The total price of our Bid, excluding any discounts offered in item (d) below, is: [insert the total bid price in words and figures, indicating the various amounts and the respective currencies]
(d)	The discounts offered and the methodologies for their application are: Discounts. If our bid is accepted, the following discounts shall apply. [Specify in detail each discount offered and the specific item of the Schedule of Requirements to which it applies.]
(e)	Our bid shall be valid for the period of time specified in ITB Clause 1.16, from the date fixed for the bid submission due date in accordance with ITB Clause 1.19 and it shall remain binding upon us and may be accepted at any time before the expiration of that period
(f)	If our bid is accepted, we commit to obtain a performance security in accordance with ITB Clause 1.41 and GCC Clause 2.12 for the due performance of the Contract
(g)	The following commissions, gratuities, or fees have been paid or are to be paid with respect to the bidding process or execution of the Contract: [insert complete name of each Recipient, its full address, the reason for which each commission or gratuity was paid and the amount and currency of each such commission or gratuity]

Name of Recipient	Address	Reason	Amount
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

(If none has been paid or is to be paid, indicate “none.”)

(h)	We understand that this bid, together with your written acceptance thereof included in your notification of award, shall constitute a binding contract between us, until a formal contract is prepared and executed.
(i)	We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive.

Signed : [insert signature of person whose name and capacity are shown]

In the capacity of [insert legal capacity of person signing the Bid Submission Form]

Name : [insert complete name of person signing the Bid Submission Form]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder]

Dated on _____ day of _____, _____ [insert date of signing]

PERFORMANCE SECURITY FORM

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To,
.....

WHEREAS
(name and address of the supplier) (here in after called “the supplier”) has undertaken, in pursuance of contract no. datedto supply (description of goods and services) (herein after called “the contract”).

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the day of, 20.....

(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Bank and address of the Branch

Note: Whenever, the bidder chooses to submit the Performance Security in the form of Bank Guarantee, then he should advise the banker issuing the Bank Guarantee to immediately send by Registered Post (A.D.) an unstamped duplicate copy of the Guarantee directly to the Client with a covering letter to compare with the original BG for the correctness, genuineness, etc.

INDEMNITY BOND

No. -----

Date:-----

1) Amalgamation/Acquisition

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Director, INDIAN INSTITUTE OF TROPICAL METEOROLOGY , Pune to fulfill the contractual obligations as per the terms of the IITM Global Tender and quotation of M/s. -----No. ----- dated-----and INDIAN INSTITUTE OF TROPICAL METEOROLOGY P.O. No.-----dated -----. The contractual obligations are supply, installation, commissioning, warranty maintenance/replacement of spares, accessories etc. as per the above mentioned Purchase Order.

2) Joint Venture, Consortium or Association

If the Supplier is a joint venture, consortium, or association, all the parties shall be jointly and severally liable to the IITM for the fulfillment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the IITM.

3) Patent Indemnity

The Supplier shall, subject to IITM's compliance and indemnify and hold IITM and its employees and officers harmless from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which IITM may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered or otherwise existing at the date of the Contract by reason of: (a) the installation of the Goods by the Supplier or the use of the Goods in India; and (b) the sale in any country of the products produced by the Goods.

For M/s. -----
Principal Supplier.

For M/s. -----
Indian Agent.

Eligibility Certificate

This is to certify that we are not associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Client to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids / Tender No. _____ dated _____.

Authorised Signatory

Name: _____

Designation: _____

Non-Black listing Self Certificate

This is to certify that M/s. _____ has not been blacklisted by any Central / State Government Department / organization in last 3 years.

Authorised Signatory

Name: _____

Designation: _____

ANNEXURE - K

This is an E- Procurement event of IITM, Pune. The E-Procurement service provider is MSTC Ltd., 225C, A.J.C. Bose Road, Kolkata-700 020.

Bidders are requested to read the terms & conditions of this tender before submitting their online tenders. Bidders who do not comply with the conditions with documentary proof (wherever required) will not qualify in the Tender process for opening of Commercial bid.

Process of E-Tender :

A) Registration: The process involves Bidder's registration with MSTC E- Procurement portal which is free of cost. Only after registration, the Bidder(s) can submit his/their bids electronically. Electronic Bidding for submission of Technical Bid as well as Commercial Bid will be done over the internet. The Bidder should possess Class III signing type digital certificate. Bidders have to make their own arrangement for bidding from a P.C. connected with Internet. MSTC is not responsible for making such arrangement. (Bids will not be recorded without Digital Signature)

SPECIAL NOTE: THE TECHNICAL BID, COMMERCIAL BID HAVE TO BE SUBMITTED ON-LINE AT www.mstcecommerce.com/eprochome/iitm

- Bidders are required to register themselves online with www.mstcecommerce.com/eprochome/iitm/ -> Register as vendor -- Filling up details and creating own user id and password and submit the details.
- Bidders will receive a system generated mail confirming their registration in their email which has been provided during filling the registration form.

In case of any clarification, please contact IITM, Pune /MSTC, (before the scheduled time of the e- tender).

Contact person (IITM):

Jnanesh S.P
Scientist - D
Telephone No. : 020 25904355

Contact person (MSTC Ltd):

- | | | | | |
|-----|--------------------------------------------------------------------------------------------------------------|------------------|---|----------------|
| i) | Jamil Akhtar, Senior Manager
jakhtar@mstcindia.co.in | - (022) 22022096 | / | +91-9869043055 |
| ii) | Smt. Lisbeth Dias, Sr. Manager
lpaadickan@mstcindia.co.in | - (022) 22883501 | / | +91-9820158988 |

B) System Requirement:

System Requirements are indicated under Vendor Guide available on Login Page of Website: www.mstcecommerce.com/eprochome/iitm Latest version of Java software to be downloaded and installed in the system. Security level should be medium To enable ALL active X controls and disable 'use pop up blocker' under Tools→Internet Options→ custom level (Please run IE settings from the page www.mstcecommerce.com once). Prospective vendors are suggested to refer to "Vendor Guide" at www.mstcecommerce.com/eprochome/iitm.

- Part I Technical bid will be opened electronically on specified date and time as given in the NIT. Bidder(s) can witness electronic opening of bid.
- Part II Commercial bid will be opened electronically of only those bidder(s) whose Part-I Technical Bid is found to be acceptable by IITM, Pune. Such bidder(s) will be intimated date of opening of Part-II Commercial bid, through valid email confirmed by them.
- All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.

C) Special Note towards Transaction fee: Transaction fee is to be paid by RTGS/NEFT to MSTC Limited. Vendor required to use link "Transaction Fee Payment" for generating. The detail procedure and to generate Challan for bank account details can be checked under Vendor Guide provided on Login Page of Website : www.mstcecommerce.com/eprochome/iitm OR Vendor Guide Can be Downloaded from below URL: <http://www.mstcecommerce.com/eprochome/Vendor-Guide-V5.pdf>

- NOTE: The bidders should submit the transaction fee ON OR BEFORE THE PRESCRIBED DATE as they will be authorized for bid submission only after receipt of transaction fee by MSTC.
- Click on Transaction Fee Payment -> Select event no from the drop down box -> Select NEFT/

RTGS or Online Payment. On selecting NEFT, the vendor shall generate a challan by filling up a form. The vendor shall remit the transaction fee amount as per the details printed on the challan without making change in the same. Take the printout of the challan and make the payment. There shall be auto authorization of payment. Bidder shall be receiving a system generated mail.

- Bidders may please note that the transaction fee should be deposited by debiting the A/C of the bidder only; transaction fee deposited from or by debiting any other party's a/c will not be accepted. Transaction fee is non-refundable.
- In case of failure to submit the payment towards Transaction fee for any reason, the Bidder, will not have the access to online E-Tender.

D) All notices, /corrigendum and correspondence to the bidder(s) shall be sent by email only during the process till finalization of tender by IITM, Pune. Hence the bidders are required to ensure that their corporate email I.D. provided is valid and updated at the stage of registration of Bidder with MSTC (i.e. Service Provider). Bidders are also requested to ensure validity of their DSC (Digital Signature Certificate).

E) E-Tender cannot be accessed after the due date and time mentioned in NIT.

F) Bidding in E-Tender:

- Bidder(s) need to submit necessary Transaction fees to be eligible to bid online in the E-Tender. Transaction fees are non refundable.
- The process involves Electronic Bidding for submission of Technical and Commercial Bid
- The bidder(s) who have submitted the above fees can only submit their Technical Bid and Commercial Bid through internet in MSTC website www.mstcecommerce.com/eprochome/iitm/ → Vendor Login → My menu → Auction Floor Manager → live event → Selection of the live event
- The bidder should allow to run an application namely en Apple by accepting the risk and clicking on run. This exercise has to be done twice immediately after opening of Bid floor. Then they have to fill up Common terms/Commercial specification and save the same. After that clicking on the Technical bid. If this application is not run then the bidder will not be able to save/submit his Technical bid.
- After filling the Technical Bid, bidder should click 'save' for recording their Technical bid. Once the same is done, the Commercial Bid link becomes active and the same has to be filled up and then bidder should click on "save" to record their Commercial bid. Then once both the Technical bid & Commercial bid has been saved, the bidder can click on the "Final submission" button to register their bid
- Bidders are instructed to use 'Attach Docs' link to upload documents in document library. Multiple documents can be uploaded. Maximum size of single document for upload is 5 MB.

G) In all cases, bidder should use their own ID and Password along with Digital Signature at the time of submission of their bid.

H) During the entire E-Tender process, the bidders will remain completely anonymous to one another and also to everybody else.

I) The E-Tender floor shall remain open from the pre-announced date & time and for as much duration as mentioned above.

J) All electronic bids submitted during the E-Tender process shall be legally binding on the bidder. Any bid will be considered as the valid bid offered by that bidder and acceptance of the same by the Buyer will form a binding contract between Buyer and the Bidder for execution of supply.

K) It is mandatory that all the bids are submitted with digital signature certificate otherwise the same will not be accepted by the system.

L) Client reserves the right to cancel or reject or accept or withdraw or extend the tender in full or part as the case may be without assigning any reason thereof.

<p><u>M)</u> Submission of bid in the E-Tender floor by any bidder confirms his acceptance of terms & conditions for the tender.</p>
<ul style="list-style-type: none"> • Unit of Measure (UOM) is indicated in the E-Tender. Rate to be quoted should be as per UOM indicated in the E-Tender floor.
<ul style="list-style-type: none"> • The Client has the right to cancel this E-Tender or extend the due date of receipt of bid(s) without assigning any reason thereof.
<ul style="list-style-type: none"> • The online tender should be submitted strictly as per the terms and conditions and procedures laid down on website www.mstcecommerce.com/eprochome/iitm/ of MSTC Ltd.
<ul style="list-style-type: none"> • The bidders must upload all the documents required as per terms of NIT / Tender Document. Any other document uploaded which is not required as per the terms of the NIT / Tender Document shall not be considered. The bid will be evaluated based on the filled-in technical & commercial formats.
<ul style="list-style-type: none"> • The documents uploaded by bidder(s) will be scrutinized. In case any of the information furnished by the bidder is found to be false during scrutiny, appropriate punitive action / legal action can also be taken against defaulting bidders.
<ul style="list-style-type: none"> • Bidders are requested to read the Bidder guide and see the video in the page www.mstcecommerce.com/eprochome/iitm/ to familiarize them with the system before bidding.