



Tamilnadu Science and Technology Centre

(Established by Government of Tamilnadu)
Gandhimandapam Road, Chennai 600 025

**TENDER DOCUMENT FOR THE
SUPPLY AND FIXING OF THE RECLINING PUSH BACK CHAIRS
FOR SKYTHEATRE OF B.M. BIRLA PLANETARIUM**

AT

**B. M. Birla Planetarium
Periyar Science and Technology Centre
Gandhimandapam Road, Chennai 600 025**

Tender Notice

COMPETITIVE BIDDING

Invitation to Bid for Supply and Fixing of the Reclining Push Back Chairs for Skytheatre of B.M. Birla Planetarium at Periyar Science and Technology Centre, Gandhimandapam Road, Chennai-25

1.	Tender inviting Authority, Designation and Address	Executive Director Tamilnadu Science and Technology Centre Gandhimandapam Road, Chennai-600025. URL: www.tnstc.gov.in
2.	A) Name of the Work	Supply and Fixing of the Reclining Push Back Chairs for Skytheatre of B.M. Birla Planetarium
	B) Tender Reference	02/B1/2018
	C) Place of execution	B. M. Birla Planetarium, Periyar Science and Technology Centre, Gandhimandapam Road, Chennai-25
3.	Tender documents available place and due date for obtaining tender	On all working days between 11.00 A.M. and 3.00 P.M. up to 04.05.2018 from the Address mentioned in column (1) above. Alternatively, Tender documents can be downloaded free of cost from www.tnstc.gov.in and http:// www.tenders.tn.gov.in .
	Cost of Tender Document	INR 1,180/- (Including taxes) per Tender Document for direct purchase from TNSTC. Tender document is also available for downloading at our website www.tnstc.gov.in & www.tenders.tn.gov.in . In that case, the tenderer has to enclose a DD for the cost of original tender form as above, favouring the Executive Director, Tamilnadu Science and Technology Centre, Chennai towards the cost of the Tender form.
4.	Earnest Money Deposit (EMD)	Rs. 30,000/- (Rupees Thirty thousand only) - Demand Draft or Banker's Cheque.
5.	Due Date, Time and Place of submission of Tender	On 04.05.2018 at 3.30 P.M. at the address mentioned in column (1) above.
6.	Date, Time and Place for opening of the Technical Bids	On 04.05.2018 at 4.00 P.M. at the address mentioned in column (1) above.
	<ol style="list-style-type: none"> 1. Eligibility Criteria: Please refer to the Tender Document. 2. Two Bid System (i.e.,) Stage – 1 – Technical Bid; Stage-2 Price Bid opening. 3. Tenders received after due Date and Time will be summarily rejected. 4. Contact Phone No. 91-44-24410025, 9444237455 URL:www.tnstc.gov.in, email: tnstc.science@gmail.com 	

**EXECUTIVE DIRECTOR
TAMILNADU SCIENCE AND
TECHNOLOGY CENTRE,
CHENNAI 600 025**

**Tamilnadu science and Technology Centre
(Department of Higher Education, Government of Tamilnadu)
Chennai – 600 025**

Telephones: +91-44-24918787 , Fax: 044-24402893

Website : www.tnsc.gov.in

**TENDER FOR SUPPLY AND FIXING OF THE RECLINING PUSH BACK CHAIRS
FOR SKYTREATRE OF B.M. BIRLA PLANETARIUM AT PERIYAR SCIENCE AND
TECHNOLOGY CENTRE, GANDHIMANDAPAM ROAD, CHENNAI-25**

BID REFERENCE	:	02/B1/2018
DATE OF COMMENCEMENT OF SALE OF BIDDING DOCUMENT	:	05.04.2018
LAST DATE AND TIME FOR SALE OF BIDDING DOCUMENT	:	04.05.2018, 03.00 PM
LAST DATE AND TIME FOR SUBMISSION OF BIDS	:	04.05.2018, 03.30 PM
TIME AND DATE OF OPENING OF TECHNICAL BIDS	:	04.05.2018, 04.00 PM
TIME AND DATE OF OPENING OF PRICE BID	:	Will be intimated later
TENDER EVALUATION	:	2 BID COVERS
PLACE OF OPENING OF BIDS	:	Office of the Executive Director Tamilnadu Science and Technology Centre Gandhimandapam Road Chennai-600025
ADDRESS FOR COMMUNICATION	:	Executive Director Tamilnadu Science and Technology Centre Gandhimandapam Road Chennai-600025

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SECTION - I**INVITATION FOR BID****TAMILNADU SCIENCE AND TECHNOLOGY CENTRE****SUPPLY AND FIXING OF RECLINING PUSH BACK CHAIRS
AT SKYTHEATRE FOR PLANETARIUM**

- 1.0 Separate sealed bids are invited by the undersigned for and on behalf of Tamilnadu Science and Technology Centre (TNSTC), Chennai as indicated below.
- 2.0 Name of the Work : **Supply and Fixing of reclining push back chairs for Skytheatre at B.M Birla Planetarium, Chennai**
- 2.1 SCOPE OF SUPPLY AND SERVICES**
- Supply and Fixing of reclining push back chairs of approved fabric colour to be fixed into the existing flooring with anchor fasteners 12mm x 100 mm pin type. The seat to be fixed in unidirectional seat arrangement as per the given specifications in a step seating arrangement.
- 3.0 Tender No. : 02/B1/2018
- 4.0 Cost of Bid documents (non-refundable) : Rs.1,180/- (Inclusive of all taxes) can be downloaded from the following websites
<http://tenders.tn.gov.in/>
<http://tnstc.gov.in/>
- a) A complete set of bidding documents may be purchased by any interested eligible bidder on submission of a written application to the above office and upon payment of a non-refundable fee as indicated below in the form of a Demand Draft in favour of **Tamilnadu Science and Technology Centre, payable at Chennai.**
- b) The bidding document may be obtained from the office of **Tamilnadu Science and Technology Centre, Gandhimandapam Road, Chennai-600 025**, during office hours namely, from **11.00 hours to 15.00 hours** on all working days either in person or by post.
- c) Postal charges, inland : Rs.200/- (extra)
- 5.0 Earnest Money Deposit : Rs. 30,000/-
- 6.0 Validity of Bid : 180 days from the date of opening of bid.

7.0 Schedule for availing the Bid documents, receipt of Bids and Opening of Bids.

- | | | | |
|----|---|---|--------------------------|
| a. | Date of Commencement of issuance of Bid documents at websites | : | 05.04.2018 |
| b. | Pre-bid meeting | : | 19.04.2018 at 11.00 AM |
| c. | Last date for sale of Bidding Document | : | 04.05.2018 upto 03.00 PM |
| d. | Due Date and Time of Receipt of Bids | : | 04.05.2018, 03.30pm |
| e. | Time of Opening of Technical Bids | : | 04.05.2018, 04.00 pm |

Note: If any of the above dates happens to be a holiday, the next working day will be the due date.

- | | | | |
|----|---------------------------|---|---|
| f. | Place of Opening of Bids | : | Office of the Executive Director
Tamilnadu Science and
Technology Centre
Gandhimandapam Road
Chennai-600025 |
| g. | Address for Communication | : | Executive Director
Tamilnadu Science and
Technology Centre
Gandhimandapam Road
Chennai - 600 025 |

8. GENERAL

- 8.1 Telex / Fax / e-mail / Telegraphy bid will not be accepted and TNSTC is not responsible for any postal delay in submission of Bids, loss or damage at any stage.
- 8.2 Bid documents are not transferable. Bids received from those who have not purchased the documents will not be opened. Issue of Bid documents will not automatically mean that the bidder is considered qualified.
- 8.3 Bids received after the due date and time for submission shall not be accepted and shall be returned unopened to the bidders.
- 8.4 Bids not accompanied by the EMD as specified or with in adequate value of EMD shall not be entertained and such bids will be rejected.

- 8.5 TNSTC reserves the rights to reject any or all the bids without assigning any reasons thereof.
- 8.6 TNSTC will not be responsible for any costs or expenses incurred by the bidders in connection with the preparation or delivery of bids including costs and expenses related to site visits and pre-bid meeting. Also the TNSTC will not be responsible for any loss of tenders / documents sent by post.
- 8.7. The bidders, who have downloaded the bid documents, shall be solely responsible for checking these websites for any addendum/amendment issued subsequently to the bid document and take into consideration the same while preparing and submitting the bids.
- 8.8 Bids will be opened in the presence of Bidder's representative, who choose to attend on the specified date and time.

Fax No.091-44-24402893

THE EXECUTIVE DIRECTOR
Tamilnadu Science and Technology Centre
Chennai – 600 025

SECTION – II

INSTRUCTIONS TO BIDDERS (ITB)

2.1 PROJECT INFORMATION

2.1.1 The Executive Director, TNSTC with its Office at Gandhimandapam Road, Engineering College Post, Chennai – 600 025, India (hereinafter referred to as Purchaser) invites Bids for supply and fixing of the Chairs for Skytheatre in B.M. Birla Planetarium at Periyar Science and Technology Centre, Chennai, India as per the scope indicated in this tender specification.

2.2 SCOPE OF SUPPLY AND SERVICE

The proposal focus on supply and fixing of reclining push back chairs for the Skytheatre of B.M. Birla Planetarium, Periyar Science and Technology Centre, Chennai. The chairs have to be supplied and fixed as per the technical specifications in unidirectional seating arrangement. The push back reclining chairs of approved fabric colour have to be fixed into the existing flooring with anchor fasteners 12mm x 100mm pin type in a step seating arrangement.

Any other activity not listed above but required for safe and successful operation of the system and for meeting the Purchaser's requirements shall be deemed to have been included in the supplier's scope. The project requirements and the technical details are given in Section - V of this specification.

2.3 GENERAL INSTRUCTIONS

2.3.1 The PURCHASER will receive Bids in respect of the goods to be supplied and services to be rendered for the project as set forth in this tender specification. All the Bids shall be prepared and submitted in accordance with the following instructions.

2.3.2 Bids received after the due date and time fixed for receipt of Bids as set out in the "Invitation for Bid", shall not be accepted & returned to the Bidders unopened.

2.3.3. The PURCHASER may, at its discretion, extend the deadline for the submission of Bids by amending the Bidding Documents.

- 2.3.4 The “Scope of works” referred herein shall cover the entire scope of the proposal which includes supply of the materials with accessories to the Tamilnadu Science and Technology Centre.
- 2.3.5 All costs and expenses incidental to preparation of their proposal, discussions and conferences if any, including pre-award discussions, technical and other presentation in the Purchaser’s office, etc shall be to the account of the Bidders and Purchaser shall bear no liability whatsoever on such costs and expenses.
- 2.3.6 The PURCHASER” will receive bids for “**Supply and Fixing of Push Back Reclining Chairs**” project at Periyar Science and Technology Centre, Chennai as set-forth in this Tender Document.
- 2.3.7 The “PURCHASER” reserves the right to itself to accept any bid or reject any or all bids or cancel/withdraw “Invitation to Bid” without assigning any reason for such decision. Such decision by “PURCHASER” Shall bear no liability of any kind whatsoever, consequent upon such a decision. .
- 2.3.8 The sale of tender document to a prospective Bidder shall not mean that he is considered qualified.

2.4 QUALIFYING REQUIREMENTS (for bidders):

- 2.4.1 The bidding is open to those meeting the following requirements.
- 2.4.2 The Bidder should have successfully completed similar works in any of the similar Planetariums in India.
- 2.4.3 The above stated requirement is minimum. However, the Purchaser reserves the right to request for any additional information and also reserves the right to reject the proposal of any bidder, if in the opinion of the Purchaser, the qualification data is incomplete or the bidder is found not qualified to satisfactorily perform the works.
- 2.4.4 Notwithstanding anything stated above, the Purchaser reserves the right to assess bidder’s capability and capacity to perform the works, should the circumstances warrant such an assessment in the overall interest of the Purchaser.

2.5 BID CURRENCY

The bid shall be quoted in Indian Rupee.

2.6 Performance Security

2.6.0 Within 7 days of the receipt of notification of award from the **Purchaser**, the successful bidder shall furnish the performance security in accordance with the conditions of contract, in the performance security form provided in the bidding documents as specified in section 2.22.

2.7 EARNEST MONDEY DEPOSIT (EMD)

2.7.1 An EMD of **Rs.30,000/-** shall accompany the bid along with techno-commercial bid. The EMD offered shall be in the form of Demand Draft in favour of Executive Director, Tamilnadu Science and Technology Centre, payable at Chennai.

2.7.1 If the successful BIDDER fails to acknowledge the Letter of Intent and / or fails to submit, the Security Deposit as specified in the Specification, in the form prescribed within seven (7) calendar days after the date of the "Letter of Intent", then the EMD amount of the successful BIDDER will be forfeited by the PURCHASER.

2.7.2 The EMD remitted by the unsuccessful BIDDER'S will be returned after the acceptance of the award of Contract by the successful bidder.

2.7.3 Any Bid not accompanied with EMD as stipulated above will be summarily rejected by the purchaser.

2.7.4 No interest will be payable by the Purchaser on the EMD.

2.7.5 EMD paid by the Bidder will also be forfeited if,

- (i) He withdraws his tender before the expiry of validity period or backs out after acceptance of the offer or after placement of order, by the purchaser.
- (ii) The bidder revises any of the terms quoted by them in their offer, within the bid validity period.
- (iii) The bid supporting documents furnished along with the bid are found to be false.

2.8 BID DOCUMENTS

2.8.1 The **Push back reclining chairs** to be supplied, services to be rendered, the bidding procedures and Contract terms and conditions are prescribed in this Bid Document.

2.8.2 The BIDDERS are requested to examine all instructions and other terms and conditions specified in this Bid Document before submitting their bids. Failure to furnish all information as requested in this Bid Document or submission of a Bid which is substantially non-responsive may result in rejection of the Bid.

2.9 CLARIFICATION ON BID DOCUMENTS

2.9.1 If the Bidder finds any ambiguity in any of the terms and conditions stipulated in this specification, he shall get it clarified from the Executive Director, Tamilnadu Science and Technology Centre. A Bidder requiring any clarification in bid document may notify the Purchaser in writing. The Purchaser will respond in writing to any request for such clarification of the Bid document, within 7 days of receipt of such communication.

2.9.2 PRE-BID MEETING:

The bidder or his official representative is invited to attend a pre-bid meeting which will take place at the office of Executive Director, Tamilnadu Science and Technology Centre, Gandhimandapam Road, Chennai-25, India on 19.04.2018 at 11.00 AM.

- a) The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
- b) The Bidder is requested to submit any questions in writing or by cable to reach the **Purchaser** not later than **3 days before the meeting**.
- c) Minutes of the meeting, including the text of the questions raised (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents.
- d) Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

2.10 AMENDMENT TO THE BIDDING DOCUMENT

2.10.1 At any time after the issue of the Bid documents and before the submission of the bid, the PURCHASER may make any changes, modifications or amendments to the Bid documents and shall send intimation of such change to all those who have purchased the bid documents. In such case, the Purchaser may, at its discretion, extend the deadline for the submission of Bids.

2.11 LANGUAGE OF THE BID

2.11.1 All informations in the bid shall be in English.

2.11.2 Information in any other language shall be accompanied by its translation in English. Failure to comply with this may disqualify a bid. In the event of any discrepancy in meaning, the English language copy of all documents shall govern.

2.12 SUBMISSION OF BID

2.12.1 The Bidder is expected to examine all instructions and Schedules detailed in the Specification and submit the Schedule of prices and other required particulars as called for in this tender specification in conformity with section 3.27. All bids shall be prepared by typing or printing with indelible black ink. The Bidder's proposal and the documents attached thereto shall be considered as forming a part of the Contract. All corrections, over typing etc., in the tender should be attested by the tender signing authority.

2.12.2 SEALING AND MARKING OF BIDS

The bidder shall seal the "**Technical bid**" and "**Price bid**" in separate inner envelopes only making the envelopes as "Technical bid" and Price bid". He shall then place these two inner envelopes in an outer envelope. Against tender specification No, 02/B1/2018 and addressed to

The inner envelopes and outer envelopes and the cover shall be:

a) addressed to the **Purchaser** at the following address:

The Executive Director
Tamilnadu Science and Technology Centre.,
Gandhimandapam Road,
Chennai-600025, India

- b) bear the project name, the invitation for bids (IFB) number and the words **“Do not open before 04.00 PM” on 04.05.2018.**

2.12.3 The inner envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared “late”.

If the cover containing the outer envelope is not sealed and marked as required, the **Purchaser** will assume no responsibility for the bid’s misplacement or premature opening.

2.12.4. Telex, cable or facsimile bids will be rejected. Bid documents are not transferable. Bids received from those who have not purchased the bid documents will not be opened and returned unopened.

2.12.5. Any Bid received by the Purchaser after the due date and time specified for submission of tender offer, will be rejected and returned unopened to the tenderer.

2.12.6 Bids not accompanied by the EMD or with inadequate value shall not be entertained and such bids shall be rejected.

2.12.7 The overall sealed envelope will be opened in the presence of the bidders on the due date and time. The technical details and commercial conditions of the bidders who have satisfied the EMD requirement will be read out. The Bid must contain the name, residence and place of business of the person or persons making the Bid and must be signed and sealed by the BIDDER with his usual signature. The names of all persons signing should also be typed or printed below the signature. Each and every page of the Bid documents should be serially numbered and properly signed.

2.12.8 No bid may be modified subsequent to the deadline for submission of bids.

2.12.9 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the bidder on the bid form. Withdrawal of a bid during this interval may result in the bidders forfeiture of its bid security.

2.13 POLICY FOR BIDS UNDER CONSIDERATION

2.13.1 Bids shall be deemed to be under consideration immediately after they are opened and until such time official intimation of award / rejection is made by the Purchaser to the Bidders. While the bids are under consideration, Bidders and / or their representatives or other interested parties are advised to refrain from contacting by any means, the Purchaser and / or his employees / representatives on matters related to the bids under consideration. The Purchaser, if necessary, will obtain clarifications on the bids by requesting for such or through personal contact as may be necessary. Bidders will not be permitted to change the substance of the bids after the bids have been opened.

2.14 INFORMATION REQUIRED WITH THE BID

2.14.1 The Bids must clearly indicate the name of the MANUFACTURER, the type or model of chairs proposed to be supplied and installed. The Bid should also contain pictures / photographs and descriptive materials indicating general dimensions, material from which the parts are manufactured, the extent of pre-assembly involved, and the proposed fixing etc.,

2.14.2 Quality assurance documentation as specified.

2.14.3 Weights and dimensions of principal Chairs, parts, method of unloading transport to site and handling during fixing.

2.14.4 Any Bid not containing sufficient descriptive materials to describe accurately the materials proposed, shall be treated as incomplete and rejected. Such materials and drawings submitted by the BIDDER will be retained by the PURCHASER. Any major departure from these details, submitted will not be permitted during the execution of the "Contract" without specific written permission of the PURCHASER.

2.15 Opening of Bids by Purchaser

2.15.1 The *Purchaser* will open the technical bid of all bids, in the presence of bidder's representatives who choose to attend, at **04.00 PM on 04.05.2018** at the following location:

**Tamilnadu Science and Technology Centre,
Gandhimandapam Road,
Chennai - 600 025, India**

The bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for the **Purchaser**, the bids shall be opened at the appointed time and location on the next working day.

2.15.2 The bidders names, modifications, bid withdrawals and the presence or absence of the requisite bid security and such other details as the **Purchaser**, at its discretion, may consider as appropriate will be announced at the opening. No bid shall be rejected at bid opening, except for late bids, which shall be returned unopened to the bidder.

2.15.3 The **Purchaser** will prepare minutes of the bid opening.

The “**Price Bid**” (**Cover B**) will be opened after evaluation of “**Technical bids**” (**Cover A**) and the date and time will be intimated to bidders whose bids are responsive and who are selected by the **Purchaser**.

2.16 AWARD OF CONTRACT

2.16.1 The Purchaser will examine the bids to determine whether they are complete, whether required guarantees have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

2.16.2 Such of those bids received in conformity with the requirement of the Tender documents fulfilling the qualifying requirement as specified in the Tender documents and are technically and commercially responsive shall be evaluated by the Purchaser for the complete works covered under this Tender document.

2.16.3 After the qualification criteria has been satisfied, the technical bid of the qualified bidders would be analysed and wherever essential, technical clarifications and confirmations would be sought for from them so as to clarify for fulfilling the requirements of the specifications to the satisfaction of the purchaser. If due to such clarifications and confirmation, there is a repercussion on price bids already submitted by the qualified bidders, they shall indicate such repercussions in the post-bid clarification meeting, clearly relating such changes with their original price bids, failing which such clarifications / confirmations shall be deemed to have no price repercussions.

Bidders shall be asked to submit only supplementary price bids commensurate with addition / deletion as agreed with addition / deletion as agreed during the post-bid clarification. **No revised price bid will be entertained.**

2.16.4 The **Purchaser** will award the contract to the successful bidder whose bid has been determined to be substantially responsive and has been determined as the lowest evaluated bid, provided further that the bidder is determined to be qualified to perform the contract satisfactorily.

2.16.5 Purchaser's right to vary quantities at time of award

The **Purchaser** reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

2.16.6 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 or any obligation to inform the affected bidder or bidders of the grounds for the purchaser's action.

2.16.7 Signing of Contract

At the same time as the **Purchaser** notifies to the successful bidder that its bid has been accepted, the **Purchaser** will send to the bidder the contract form provided in the bidding documents, incorporating all agreements between the parties. Within 7 days of receipt of notification of award, the successful bidder shall sign the contract agreement, for the supply and installation.

2.17 PRICE BASIS

2.17.1 The Bidder shall quote in their proposal a lumpsum price (including all taxes and duties) for the entire scope of work, covered under this Tender specification, on firm price basis for the entire contract period.

The above contract price shall be firm throughout the contract period. The break-up details like value of the materials, taxes & duties considered, insurance, fixing charges etc. shall also be furnished.

Taxes and other levies

The quoted lumpsum price shall include all taxes, duties. Any statutory variation on taxes and duties rates made during the tenure of the contract will be adjusted by the Purchaser. However any increase in the duties & taxes because of delay in the completion of work attributed to the Supplier, shall be to the Supplier's account. The bidder shall indicate clearly the taxes and duties considered in percentage in price schedule. In case, of the delay, the taxes & duties as applicable on the scheduled date of supply / service or as applicable on the actual date of supply / services whichever is less shall be taken as the basis for making payment of taxes & duties.

2.17.2 Arithmetical errors in the price will be rectified on the following basis:

If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and total price shall be corrected. If there is a discrepancy between words and figures, the amount in words will prevail. If the bidder does not accept the correction of the errors as above, his bid will be rejected and the amount of EMD forfeited.

2.17.3 The bidder should ensure that the prices furnished in various price schedules are consistent with each other. In the case of any inconsistency in the prices furnished in the specified price schedules, the Purchaser shall be entitled to consider the highest price for the purpose of evaluation and lowest of the prices in these schedules for the purpose of award of contract.

2.18 VALIDITY OF THE BID

2.18.1 The bid should be kept valid for acceptance for a period of 180 days from the due date Techno-commercial bid opening. In case, any bidder quotes a lower validity period than that called for, his offer shall be liable for rejection.

2.19 COMPARISON AND EVALUATION OF BIDS**2.19.1 General**

The price bids originally submitted by the bidders and the supplementary price schedule (if any), shall be opened on a specified date and time in the presence of the Bidders.

The price bids shall be evaluated as below:

The lumpsum price quoted by the bidders including all taxes & duties, for the entire scope covered in this tender specification shall be taken as the basis for ranking the bidders.

2.20 AWARD OF CONTRACT

2.20.1 Letter of intent (LOI) for award of contract shall be made in writing to the successful bidder by the Purchaser and the date of issue of LOI will be the effective date of the contract.

2.20.2 Purchaser's right to vary quantities at time of award

The **Purchaser** reserves the right at the time of award of contract to increase or decrease the quantity of goods and services originally specified in the schedule of requirements without any change in unit price or other terms and conditions.

2.21 Fraud and corruption

It is **purchaser's** policy to require that the bidders, suppliers and suppliers and their sub-contractor observe the highest standard of ethics during the procurement and execution of such contracts, In pursuance of this policy, the **purchasers**;

- (a) defines, for the purposes of this provision, the terms set forth below as follows:
- (i) **"Corrupt Practice"** is the offering, giving, receiving or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party;
 - (ii) **"Fraudulent Practice"** is any act or omission, including a misrepresentation, that knowingly or recklessly misleads, or attempts to mislead, a party to obtain a financial or other benefit or to avoid an obligation;
 - (iii) **"Collusive Practice"** is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party;

- (iv) **“Coercive Practice”** is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party;
- (b) will reject a proposal for award if it determines that the bidder considered for award has, directly or through an agent, engaged in corrupt, fraudulent, collusive, coercive or obstructive practices in competing for the contract in question;
- (c) will cancel the contract if the purchaser determines at any time that the bidder, supplier and suppliers and their sub-contractors engaged in corrupt, fraudulent, collusive, or coercive practices.

2.22 SECURITY DEPOSIT FOR CONTRACT PERFORMANCE GUARANTEE

As a contract performance security, the successful bidder will have to furnish a Security deposit for 5% percent of the total value of the contract for the faithful performance of the contract in accordance with the terms and conditions specified in the contract and in the Tender documents. The EMD already remitted by the successful bidder will be retained as part of the Security Deposit. The balance amount of Security Deposit may be remitted by Demand Draft, obtained from any one of the scheduled banks, drawn in favour of the Executive Director, Tamilnadu Science and Technology Centre, Chennai-600 025, payable at Chennai.

The Security deposit shall be furnished within 7 days from the date of LOI and shall be kept valid till successful completion of work and handing over of the system, after which the security deposit will be returned.

The performance guarantee shall cover additionally the following guarantees to the Purchaser:-

- a. The successful bidder guarantees the successful and satisfactory completion of the works under the Contract.
- b. The successful bidder further guarantees that the chairs provided and installed by him shall be free from all defects in design, material and workmanship and shall upon written notice from the Purchaser fully rectify free of expenses to the Purchaser such defects as developed under the normal use of the said goods within the period of guarantee specified in the relevant clauses of this Volume.

2.23 Appeal

2.23.1 This tender is governed by the provisions of Tamilnadu Transparency in Tenders Act 1998 and the Rules there under.

2.23.2 Any tenderer aggrieved by the order passed by the Tender Accepting Authority under section 10 of the said Act, may appeal to the Government within ten days from the date of receipt of order.

2.23.3 No Appeal shall be preferred while the tender is in process until tender is finalized and Notification of award is completed by the purchaser.

2.24 Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the **Purchaser** in the Notification of Award. The details of dispatching and / or other documents to be furnished by the supplier are specified in the tender.

2.25 LIABILITY FOR ACCIDENTS AND DAMAGES

2.25.1 Under the Contract, the Supplier shall be responsible for ensuring proper safety measures of the people and for loss or damage to the Chairs until taking over of the system by the purchaser.

2.26 LIQUIDATED DAMAGES FOR DELAY IN COMPLETION

2.26.1 If the supplier fails to successfully hand over the system as per the agreed delivery schedule, the supplier will be liable for payment as liquidated damages (LD) and not as penalty, for the delayed period at the rate of 1/2 % of the total contract price per completed week of delay or part thereof. The total amount of liquidated damages for such delay shall be subject to a maximum of 5% of the total contract of price. The purchaser has the right to cancel the contract if the completion work is delayed.

2.27 Warranty

2.27.1 The Supplier warrants that the Goods supplied under this Contract are new, unused, of the most recent or current models and incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The supplier further warrants that the Goods supplied under this Contract shall have no defect arising from design, materials or workmanship (except when the design and/or material is required by the **Purchaser's** specifications) or from any act or omission of the Supplier, that may develop

under normal use of the supplied Goods in conditions obtaining in the country of final destination.

2.27.2 This warranty shall remain valid for Three (3) years after the Goods or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the Contract.

2.27.3 The **Purchaser** shall promptly notify the supplier in writing of any claims arising under this warranty.

2.27.4 Upon receipt of such notice , the Supplier shall, within the warranty period with all reasonable speed, repair or replace the defective Goods or parts thereof, without cost to the **Purchaser**.

2.27.5 If the Supplier, having been notified, fails to remedy the defect(s) within the warranty period within a reasonable period, the **Purchaser** may proceed to take such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the **Purchaser** may have against the Supplier under the contract.

2.28 CONTRACT QUALITY ASSURANCE

2.28.1 The bidder shall include in his proposal the Quality Assurance Programme containing the overall quality management and procedures which he proposes to follow in the performance of the works during various phases.

2.28.2 At the time of Award of Contract, the detailed Quality Assurance Programme to be followed for the execution of the Contract will be mutually discussed and agreed to and such agreed programme shall form a part of the Contract.

TENDER FORM**(This should be enclosed with the Price Bid only)**

Date: _____

Specification No. _____

To

(Name and Address of Purchaser)

Gentlemen,

Having examined the Conditions of Contract and Specifications, the receipt of which is hereby duly acknowledged, we, the undersigned offer to supply and deliver (Description of Goods and Services) in conformity with the said drawings, Conditions of Contract and Specification for the sum of (Total Bid Amount in words and figures) in accordance with the schedule of prices attached herewith and made part of this tender.

We, undertake to (if our tender is accepted) to commence delivery and installation within (Number) days and to complete delivery and installation of all the items specified in the Contract within (Number) days calculated from the date of receipt of your Letter of Intent.

We agree to abide by this tender for a period of (Number) days from the date fixed for tender opening under clause of the instruction to Bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

In the event, our proposal is accepted, we agree to furnish a Contract Performance Guarantee in the manner acceptable to Tamilnadu Science and Technology Centre and for the sum equal to 5% of contract price within 7 days of receipt of your letter of intent.

Until a formal contract is prepared and executed, this tender together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest quote or any tender you may be receive.

Signed this day of2018

.....
(Signature)

.....
(in the capacity of)

Duly authorized to sign bid for and on behalf of
.....

(seal of the firm)

WITNESS

ADDRESS

Signature :

Date :

Note: This should be enclosed with the price bid only.

SECTION – 3.0

GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1 GENERAL TERMS AND CONDITIONS OF CONTRACT

3.1.1 The General Terms & Conditions shall form a part of the Tender specification.

3.2 CONTRACT DOCUMENTS

3.2.1 The terms “Contract Documents” shall mean and include the following which shall be deemed to form an integral part of the Contract :

- a. Invitation to Bid including the letter forwarding, Tender documents, Instruction to the Bidders, General Terms and Conditions of Contract, Erection conditions of Contract, General and Detailed Technical Specifications of the Chairs to be supplied and installed under the Contract as brought out in this Tender specification.
- b. Supplier’s bid proposal and the documents attached thereto, including the letters of clarifications and amendments between the Supplier and the Purchaser prior to the award of Contract except to the extent of repugnancy.
- c. All the materials, literature, data and information of any sort given by the Supplier along with his bid, subject to the approval of the Purchaser.
- d. Letter of intent and any agreed variations to the conditions of the documents and special terms and conditions of Contract, if any.

3.2.2 In the event of any conflict between the above mentioned documents, the more stringent requirement shall govern and the Purchaser decision shall be final and binding upon the parties.

3.3 DEFINITION OF TERMS

3.3.1 “Change Order” shall mean a written order to Supplier issued authorizing a change in Word and, if appropriate, an adjustment in one or more of the Project variables.

3.3.2 “Contract” means the detailed order issued by the Purchaser on acceptance of LOI by the Supplier.

- 3.3.3 “Supplier” shall mean the Bidder whose bid has been accepted by the Purchaser for the award of the Contract and shall include such successful Bidder’s legal representatives, successors and permitted assigns.
- 3.3.4 “Contract Price” shall mean the lumpsum price quoted by the Supplier in his bid with additions and deletions as may be agreed and incorporated in the Letter of Intent, for the entire scope of the works.
- 3.3.5 Effective “Date of Contract” shall mean the date of issue of Letter of Intent.
- 3.3.6 “Handing Over” shall mean the Purchaser’s written acceptance of the works performed under the Contract, after successful commissioning and demonstration of performance of the system.
- 3.3.7 “Inspector” shall mean the Purchaser or any person nominated by the Purchaser from time to time, to inspect the items of works under the Contract and / or the duly authorized representative of the Purchaser.
- 3.3.8 “Latent Defect” shall mean any defects and Deficiencies or Defective work that:
- a. was caused by an act or omission by the supplier that implies either failure to pay due regard to the serious consequences that a conscientious and responsible supplier would normally foresee as likely to ensue, or a willful disregard of any consequence of any such act or omission;
 - b. Would not have been disclosed by a reasonable examination prior to the expiry of the Latent Defects period.
- 3.3.9 “Letter of Intent” shall mean the official letter issued by the Purchaser notifying the Supplier that his bid has been accepted.
- 3.3.10 “Manufacturer’s Works” or “Supplier’s Works” shall mean the place used by the manufacturer, the Supplier, their Collaborators or Sub-contractors for the performance of the Works.
- 3.3.11 “Month” shall mean the calendar month. “Day” or “Days” unless herein otherwise expressly defined shall mean calendar day or days of 24 hours each. A “Week” shall mean continuous period of seven (7) days.
- 3.3.12 “Performance Tests” shall mean all performance checks and tests required to determine and demonstrate the guaranteed performance of the system.

- 3.3.13 “Purchaser shall mean Tamilnadu Science and Technology Centre (TNSTC) and shall include their legal representatives, successors and assigns.
- 3.3.14 “Sub-contractor” shall mean the Company / Firm named in the Contract for any part of the works or any firm to whom any part of the contract has been sub-let by the supplier with the consent in writing of the Purchaser and will include the legal representatives, successors and permitted assigns of such company firm.
- 3.3.15 “Specification” shall mean the Tender Specifications and form a part of the Contract.
- 3.3.16 “Tenderer” / “Bidder” shall mean a Firm / Company who has submitted their offer in response to the bid invitation.
- 3.3.17 “Warranty period” shall mean the period during which the Supplier shall remain liable for repair or replacement of any defective part of the works performed under the Contract.
- 3.3.18 “Works” shall mean and include the furnishing of materials, labour & services, transport, handling, unloading and storage at site, civil construction and complete erection and completion of successful performance tests defined in the Contract.
- 3.3.19 When the words “Approved” “Subject to Approval”, “Satisfactory”, “Equal to” “Proper”, “Requested”, “As Directed”, “Where Directed”, “When Directed”, “Determined by”, “Accepted”, “Permitted” or words and phrases of like importance are used, the approval, judgment, director, etc is understood to be a function of the Purchaser / Consultant.
- 3.3.20 Words imparting the singular only shall also include the plural and vice-versa where the context so requires.

3.4 SUPPLIER TO INFORM HIMSELF FULLY

- 3.4.1 The supplier shall be deemed to have carefully examined all Contract Documents to his entire satisfaction. If he has any doubt as to the meaning of any portion of the Contract Document, he shall, before signing the contract, set forth the particulars thereof, and submit them to the Purchaser in writing, in order that such doubt may be removed. The Purchaser will provide such clarifications as may be necessary, in writing to the Supplier. Any information otherwise obtained from the Purchaser shall not in any way relieve the Supplier of his responsibility to fulfill his obligations under the Contract.

3.5 USE OF CONTRACT DOCUMENTS AND INFORMATION

- 3.5.1 The Supplier 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 Purchaser in connection therewith, to any person other than a person employed by the Supplier in the 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.
- 3.5.2 The Supplier shall not, without the purchaser's prior written consent, make use of any document or information enumerated in various Contract documents except for purpose of performing the Contract.

3.6 EFFECT AND JURISDICTION OF CONTRACT

- 3.6.1 The Contract shall be considered as having come into force from the date of issue of Letter of Intent (LOI), unless otherwise provided in the LOI.
- 3.6.2 The laws applicable to the Contract shall be the laws in force in India. The Courts of Chennai shall have exclusive jurisdiction in all matters arising under this Contract.

3.7 ASSIGNMENT AND SUBLETTING OF PART OF CONTRACT

- 3.7.1 The Supplier may, after informing the Purchaser and getting his written approval, assign or sub-let any part of the contract other than for main goods, for minor details or for any part of the plant for which makes are identified in the contract. Suppliers of the goods not identified in the Contract or any change in the identified supplier shall be subject to approval by the Purchaser. The experience list of vendors under consideration by the Supplier for this Contract shall be furnished to the Purchaser for approval prior to procurement of all such items. Such assignments / subletting shall not relieve the Supplier from any obligation, duty or responsibility under the Contract. Any assignment as above without prior written approval the Purchaser shall be void.

3.7.2 For Materials procured by the Supplier for the purposes of the contract, after obtaining the written approval of the Purchaser, the Supplier's purchase specifications and enquiries shall call for quality of "Chairs for Skytheatre of B.M. Birla planetarium, Chennai" to be submitted by the suppliers along with their proposals. The quality of "Chairs for Skytheatre of B.M. Birla planetarium, Chennai" called for from the vendors shall set out, during the various stages of manufacture and fixing, the quality practices and procedures followed by the vendor's quality control organization, the relevant reference documents / standards used acceptance level, inspection, documentation raised etc.

3.8 TIME – THE ESSENCE OF CONTRACT

3.8.1 The time and the date of completion of the works as stipulated in the specification by the Purchaser without or with modifications, if any, and so incorporated in the Letter of Intent, shall be deemed to be the essence of the Contract. The Supplier shall so organize his resource and perform his work as to complete it not later than the date agreed. The time for completion of the works contracted for, shall be reckoned from the date of Letter of Intent by the Purchaser.

3.8.2 The Supplier shall submit a detailed Contract Master Bar Chart / Contract Master Schedule, consisting of adequate number of activities covering various key phases of the works.

3.8.3 The above Contract Master Bar Chart / Contract Master Schedule Chart shall be reviewed and periodic review reports shall be submitted by the Supplier as directed by the Purchaser.

3.8.4 Subsequent to the finalization of the Contract Master Bar Chart / Contract Master Schedule Chart, the supplier shall make available to the Purchaser, a detailed project schedule, in line with the agreed contract network.

3.8.5 Works to the satisfaction of the Purchaser.

The Supplier shall execute, complete and maintain the works including statutory requirements strictly in accordance with the Contract to the satisfaction of the Purchaser and shall comply with the adhere strictly to the Purchaser's instructions and directions on any matter (whether mentioned in the Supplier shall take instructions and directions only from the Purchaser.

The detailed programme should show the order of the procedure and method in which he proposed to carry out the works. The Supplier shall whenever required by the Purchaser or Purchaser's representative, furnish for his information particulars in writing of the Supplier's agreement for the carrying out of the works, the submission to and approval by the Purchaser or the Purchaser's representative of such programme or the furnish of such particulars shall not relieve the Supplier of any of his duties or responsibilities under the Contract, particularly for the quality and timely completion of the work.

3.9 CHANGE OF QUANTITY

- 3.9.1 The Purchaser reserves the right to vary the quantities of items or groups of items to be ordered as specified in the accompanying Technical Specifications, as may be necessary, during the execution of the Contract, but such variations unless otherwise specified in the accompanying Technical Specifications, shall not be subject to any limitation for the individual items or group of items.
- 3.9.2 The Contract Price based on the unit rates available in the Contract shall accordingly be adjusted for the change in quantities as above. The base unit rates, as identified in the Contract shall however remain constant during the period of the Contract. In case the unit rates are not available for the changes in quantity, the same shall be subject to mutual agreement.

3.10 DEDUCTIONS FROM CONTRACT

- 3.10.1 All costs, damages or expenses which the Purchaser may have paid, for which under the Contract the Supplier is liable, will be claimed by the Purchaser. All such claims shall be deducted by the Purchaser from the amount due or becoming due to the Supplier by Purchaser under the Supplier or may be recovered by actions of law or otherwise, if the Supplier fails to satisfy the Purchaser of such claims. Such deduction shall be made only with sufficient proper reasons.
- 3.10.2 In addition to the provision of clause above, which relates to the recovery by the Purchaser of any amounts that the Purchaser may have paid for which the Supplier is liable under the Contract, the Purchaser shall also be entitled

to recover all dues in terms of the Contract including Liquidated Damages for delay, by way of deductions from the payments due to the supplier or that may become due to the supplier in future or from any securities / guarantees under the contract and / or otherwise.

3.11 INSURANCE

3.11.1 The Supplier shall take insurance coverage so as to cover the entire liabilities until the system is handed over to the Purchaser. The above insurance charge shall be included in the quoted lumpsum price.

3.12 TERMINATION OF CONTRACT ON PURCHASER'S INITIATIVE

3.12.1 The Purchaser reserves the right to terminate the Contract due to reasons other than those mentioned under clause entitled "Supplier's Default". The Purchaser shall in such an event give fifteen (15) days notice in writing to the Supplier of his decision to do so. The Supplier shall be paid by the Purchaser for all work executed prior to the date of termination at the rates & prices provided in the Contract.

3.12.2 The Supplier upon receipt of such notice shall discontinue the work on the date and to the extent specified in the notice, make all reasonable efforts to obtain cancellation of all orders and Contracts to the Purchaser, stop all further sub Contracting or purchasing activity related to the work terminated and assist the Purchaser in maintenance, protection, and disposition of the works acquired under the Contract by the Purchaser.

3.12.3 If the Contract is terminated under the provisions of the above clause, the Supplier shall with all reasonable diligence remove from the site all the Supplier's goods and shall give similar facilities to his sub-contractors to do so.

3.12.4 If the Contract is terminated as aforesaid, the Supplier shall be paid by the Purchaser (in so far as such amounts or items shall not have already been covered in the payment made to the Supplier) for all work executed and accepted by the Purchaser prior to the date of termination at the rates and prices provided in the Contract and in addition:

- a) The amount payable in respect of any preliminary items, so far as the work or service comprised therein has been carried out or performed and an appropriate portion as certified by the Purchaser of any such items of the work or service comprised therein which has been partially carried out or performed
- b) Any other expenses which the Supplier has incurred for performing the works under the Contract subject to being duly certified by the Purchaser, based on documentary evidence for having incurred such expenses.

3.12.5 The Supplier shall be further required to transfer the title and provide the Purchaser with the following, in the manner and as directed by the Purchaser.

- a) Any completed works.
- b) Such partially completed works including drawings, information and Contract rights as the Supplier has specially performed, produced or acquired for the performance of the Contract.

3.13 SETTLEMENT OF DISPUTES

3.13.1 Any dispute(s) or difference(s) arising out of or in connection with the Contract shall, to the extent possible, be settled amicably between the parties.

3.13.2 All unsettled dispute(s) or difference(s) arising out of or in connection with the Contract shall be decided by the Purchaser whose decision shall be final and binding on the parties.

3.14 Termination for Insolvency

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

3.14.1 Termination for Convenience

- (a) The **Purchaser**, may by written notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the **Purchaser's** convenience, the extent to which performance of work under the Contract is terminated, and the date upon which such termination becomes effective.
- (b) The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the **Purchaser** at the Contract terms and prices. For the remaining Goods, the **Purchaser** may elect.
 - (i) to have any portion completed and delivered at the Contract terms and prices; and /or
 - (ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

3.15 Force Majeure

3.15.1 The Supplier shall not be liable for forfeiture of its performance security, liquidation 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.

3.15.2 For purposes of this Clause "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the **Purchaser** either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.

3.15.3 If a Force Majeure situation arises, the Supplier shall promptly notify the **Purchaser** in writing of such conditions and the cause thereof. Unless otherwise directed by the **Purchaser** in writing, the Supplier 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.

3.16 Resolution of Disputes

3.16.1 The **Purchaser** and the supplier 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.

3.16.2 If, after thirty (30) days from the commencement of such informal negotiations, the **Purchaser** and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms specified in the Special Conditions of Contract. These mechanisms may include, but not limited to, conciliation mediated by a third Party, adjudication in an agreed national forum, and national arbitration.

3.17 TYPE OF THE CONTRACT

3.17.1 Notwithstanding anything stated elsewhere in the tender Document the Contract to be awarded shall be on total turnkey basis covering the complete activities, covered in this Tender specification.

3.17.2 The award of Contract shall cover both the supply & services and in any way shall not dilute the responsibility of the Supplier for the successful commissioning of the Chairs as per this Tender Document.

3.17.3 This transfer of Title shall not be construed to mean the acceptance and the consequent "Taking over" of goods and material. The Supplier shall continue to be responsible for the quality and performance of such goods and material and for their compliance with the specifications until "Taking over" and the fulfillment of warranty provisions of this Contract.

3.17.4 This Transfer of Title shall not relieve the Supplier from the responsibility for all risks of loss or damage to the Chairs as specified under the clause entitled "Insurance" of this Section.

3.18 COMPLETION OF CONTRACT

3.18.1 Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the warranty period as provided for under the clause entitled "warranty" in this specification.

3.19 ENFORCEMENT OF TERMS

3.19.1 The failure of either party to enforce at any time any of the provisions of this contract any rights in respect thereto or to exercise any option therein provided, shall in no way be construed to be a waiver of such provisions, rights or options or in any way to affect the validity of the contract. The exercise by either party of any of its rights herein shall not preclude or prejudice either party from exercising the same or any other right it may have here under.

3.20 Compliance with Contract

3.20.1 Changes in the work shall be performed within the applicable provisions of this Contract. Upon receipt of a Change Order, Supplier shall proceed expeditiously unless otherwise provided for in the Change Order. Supplier shall perform no extra or changed work unless specifically authorized by Purchaser.

3.21 PAYMENT

The payment to the Supplier for the performance of the works under the Contract shall be made as below:-

90% payment shall be made on successful supply and fixing and handing over of Chairs in the skytheatre as per the tender conditions and specifications.

10% payment will be released after successful completion of the warranty period is over.

3.22 WARRANTY

3.22.1 The Supplier shall warrant that the goods will be new and in accordance with the Contract Documents and free from defects in material and workmanship for a period of thirty six (36) calendar months commencing immediately after handing over. The Supplier's liability shall be limited to the replacement of any defective parts in the Chairs under normal use and arising solely from faulty design, materials and / or workmanship provided always that such defective parts are repairable at the site and are not in meantime essential in the commercial use of the facility. Such replaced defective parts shall be returned

to the Supplier unless otherwise arranged. No repairs or replacement shall normally be carried out by the Purchaser when the system is under the supervision of the Supplier's supervisory purchasers.

3.22.2 In the event of an emergency where, in the judgement of the Purchaser, delay would cause serious loss or damage, repairs or adjustments may be made by the Purchaser or a third party chosen by the Purchaser with notice to the Supplier and the cost of such work shall be paid by the Supplier. In the event such action is taken by the Purchaser, the Supplier will be notified promptly and

he shall assist wherever possible in making necessary corrections. This shall not relieve the Supplier's liability under the terms and conditions of the Contract.

3.22.3 The repaired, or new parts shall be furnished and erected free of cost by the Supplier. If any repair is carried out on his behalf at the site, the Supplier shall bear the cost for such repair.

3.22.4 The cost of any special or general overhaul rendered necessary during the guarantee period due to defects in the material or defective work carried out by the Supplier, the same shall be borne by the Supplier.

3.22.5 The acceptance of the goods by the Purchaser shall in no way relieve the Supplier of his obligation under this clause.

3.22.6 In case of those defective parts which are not repairable at site but are essential for the commercial operation of the goods, the Supplier and the Purchaser shall mutually agree to a programme of replacement or renewal which will minimize interruption / dislocation to the maximum extent, in the operation of the plant and goods.

3.22.7 At the end of the Warranty period, the Supplier's liability ceases except for latent defects. In respect of goods supplied by Sub-contractors to the Supplier where a longer guarantee (more than 36 months) is provided by such Sub-suppliers, the Purchaser shall be entitled to benefit of such longer guarantees.

3.22.8 It should be clearly understood that all expenses in respect of replacement / repair during the warranty period including but not limited to transportation cost, all taxes, duties and levies as applicable, etc. till such spare parts are

installed in the system after necessary repairs / replacement and the system is put back into operation, shall also be to the supplier's account.

3.23 DEFENCE OF SUITS

3.23.1 If any action in Court is brought against the Purchaser or an Officer or agent of the Purchaser, for the failure or neglect on the part of the Supplier to perform any acts, matters, covenants or things under the Contract, or for damage or injury caused by the alleged omission or negligence on the part of the Supplier, his agents, representatives or his subcontractors, or in connection with any claim based on lawful demands of sub-contractors, workmen, suppliers or employees, the Contractor shall in all such case indemnify and keep the Purchaser, and / or his representative harmless from all losses, damages, expenses or decrees arising of such action.

3.24 LIMITATION OF LIABILITIES

3.24.1 Except in respect of latent defects liability, the long terms availability of spares and other specific liabilities identified in the Contract, the Supplier shall be released from his liabilities under the Contract at the end of the warranty period. The Supplier shall be released from his liability in respect of latent defects on expiry of five (5) years after successful completion of performance test and handing over of the system, installed by the supplier.

3.24.2 The total liability of the Supplier under the clause shall be limited to an amount equivalent to the total price. However, the Supplier shall not be liable for remote and consequential damages such as loss or profit, cost of capital & cost of replacement etc.

3.25 TAXES, PERMITS AND LICENCES

3.25.1 The Supplier shall be responsible for payment of all duties, levies and taxes lawfully assessed against the Supplier for his personal income and property only. This clause shall be read in conjunction with relevant clause of instruction to Bidder.

3.26 Enclosures to Bid:**3.26.1 Technical bid (Cover A):**

Technical Bid shall include the duly filled up Tender documents along with

- a) Bid Security.
- b) Authorization of senior responsible officer of the Company to transact business.
- c) Sales Tax clearance Certificate as on 31.03.2018.
- d) Qualification Criteria
- e) Performance Statement
- f) Any deviations
- g) List of items quoted

3.26.2 Price Bid (Cover B):

Price bid shall include

- a) Duly filled in Price Schedule and Bid Form

Please note that the Bidder run the risk of his bid being rejected if the Price Schedule contains any conditions.

**Tamilnadu Science and Technology Centre
B. M. Birla Planetarium, Periyar Science and Technology Centre,
Gandhimandapam Road, Chennai-25**

TENDER NO. 02/B1/2018

**BID FORM AND PRICE SCHEDULE
(OFFER FORM) (COMMERCIAL BID)**

**TENDER FOR THE SUPPLY AND FIXING OF THE RECLINING PUSH BACK CHAIRS
FOR SKYTREATURE OF B.M. BIRLA PLANETARIUM**

We hereby offer our rates for the above tender as per following details:-

01. Name of the tenderer :
02. Mailing address of the tenderer including
PIN Code :
03. Communication details like
- Telephone number (s) :
- Fax number (s) :
- E-mail address :
- Website :
04. Name and address of the Banker and
their Address :

5. Supply and Fixing of the Reclining Push Back Chairs for Skytheatre of B.M. Birla Planetarium at Periyar Science and Technology Centre, Gandhimandapam Road, Chennai-25

(The supplier has to quote split up prices for individual system as given below).

Supply and fixing of push back reclining chairs of approved fabric colour to be fixed into the existing flooring with anchor fasteners 12mm x 100 mm pin type. The Chairs are to be fixed in unidirectional seating as per the given specifications in a step seating arrangement.

Sl. No	Description	Rate per Quantity Rs.	Total Amount Rs.
1.	Supply and fixing of Reclining Push Back Chairs arrangement at B.M.Birla Planetarium are to be fixed in unidirectional seating as per the given specifications given in a step seating arrangement. (Approx. 250 Nos.) with specified LED illuminations, inclusive of all charges		
2.	Taxes and Duties, if any		

3. Warranty Period (3 years)

During the Warranty period, besides the on-site warranty including spare parts, the manufacturer shall carry out at least two compulsory service visits per year for the purpose of preventive maintenance

4. Delivery Schedule :

5. Validity of the offer for acceptance (minimum 180 days from the due date of opening of the tender may be offered for acceptance) :

The above rates quoted by us for supply of the tendered items are strictly in accordance with the specifications mentioned in the "Technical & Commercial Bid Document". Deviation, if any, will make the tender/offer liable to be considered invalid.

Date

Official Seal

Signature of the
Tenderer/Constituted/Attorney

SECTION – IV**ERECTION CONDITIONS OF CONTRACT****4.1. GENERAL**

4.1.1 The Supplier upon receipt of LOI shall, nominate a responsible officer as his representative at site suitably designated for the purposes of overall responsibility and coordination of the works to be performed at site. Such person shall function from the site office established by the Supplier, during the pendency of Contract.

4.2 REGULATION OF LOCAL AUTHORITIES AND STATUTES

4.2.1 The supplier shall comply with all the rules and regulations of local authorities during the performance of his field activities. He shall also comply with the Minimum wages Act, 1948, payment of Wages Act and Supplier labour (Regulation Abolition Act) on any other law and the rules made thereunder in respect of any employee or workman employed or engaged by him or his sub-Supplier.

4.3. PURCHASER'S LIEN ON Chairs

4.3.1 The purchaser shall have lien on all materials including those of the suppliers brought to the site for the purposes of erection, testing and commissioning of the chairs. The purchaser shall continue to hold the lien on all such items till final acceptance of the project. No material brought to the site shall be removed from the site by the Supplier and/or his sub-contractors without the prior written approval of the Purchaser.

4.4 INSPECTION, TESTING

4.4.1 The provisions of the clause entitled "Inspection, Testing and Inspection Certificate" under the technical conditions of the Contract shall also be applicable to the erection portion of the works. the Purchaser shall have the right to reinspect any materials though previously inspected and approved by him, at the Supplier's works, before and after the same are erected at site. If by the above inspection, the Purchaser rejects any goods, the Supplier shall make good for such rejections either by replacement or modifications/repairs as may be necessary, to the satisfaction of the Purchaser. Such replacements shall also include the replacements or re-execution of such of those works of other Supplier and/or agencies which might have got damaged or affected by the replacements or rework done to the supplier's work.

4.5 SUPPLIER'S FIELD PERSONNEL

4.5.1 Supplier shall deploy only competent and experienced personnel in each field of work and shall furnish bio-data of such personnel to Purchaser's approval prior to posting.

4.6 DISCIPLINE OF WORKMEN

4.6.1 The Supplier shall adhere to the disciplinary procedure set by the Purchaser in respect of his employees and workmen at site. the Purchaser shall be at liberty to object to the presence of any representative or employee of the Supplier at the site, if in the opinion of the Purchaser such employee has misconducted himself or be incompetent or negligent or otherwise undesirable and then the Supplier shall remove such a person objected to and provide in his place a competent replacement.

SECTION – V**TECHNICAL SPECIFICATIONS****SPECIFICATIONS FOR SUPPLY AND FIXING OF THE RECLINING PUSH BACK CHAIRS FOR SKYTHEATRE OF B.M. BIRLA PLANETARIUM AT PERIYAR SCIENCE AND TECHNOLOGY CENTRE, GANDHIMANDAPAM ROAD, CHENNAI-25**

Supply and Fixing of the Reclining Push Back Chairs for Skytheatre of B.M. Birla Planetarium of approved fabric colour to be fixed into the existing flooring with anchor fasteners 12mm x 100 mm pin type.

The Chairs are to be fixed in unidirectional seating as per the given specifications in a step seating arrangement as prescribed by the purchaser. The estimated number of chairs needed: 250 Nos. For the purpose of technical evaluation, a sample chair fabricated as per the tender specifications must be submitted on or before 04.05.2018, on the date of opening of Technical bids.

Sl. No.	Items	Specifications
1.	Reclining Chairs	<ol style="list-style-type: none"> 1. Tip-up and push back reclining chair 2. Arm rest to arm rest (ctc) 20" 3. ABS molded housing for seat & back cushions 4. All sheet metal parts with powder coated 5. Arm rest in Polished Teak wood 6. Seat numbering on inner both the side of the chair stands with silicon fluorescent thin stickers. 7. Row number for seat along the aisles. 8. Provision for LED lights on sides along with aisles with the row and the seat numbers display. 9. For noise Reduction Nylon 66 components on moving parts. 10. The Chair shall be of push back type with 3 angle of leaning 15°, 30° and 45° to the vertical, preset at the time of installation to the rear, middle and front rows.
2.	Frames	15 mm thick high pressure steam pressed hard ply wood for seat and the back out of which the back is of 12 mm the bend ply.

Sl. No.	Items	Specifications
3.	Fabric	<p>1. Colour to be approved by Tamilnadu Science and Technology Centre. All fabric that shall be used shall be fire retardant. Test certificates shall be submitted.</p> <p>2. Foam lamination of 4mm</p>
4.	Polyurethane Foams	<p>Thickness</p> <p>a) Seat cushion 115mm in the front (+/-5mm) and at the back 90mm (+/-5mm) tapered type front portion with a hump)</p> <p>b) Back cushion bucket type. Headrest 60mm (+/-5mm) in the centre & 90mm (+/-5mm) and Limber support contours at the sides 96mm (+/-5mm)</p> <p>Size:</p> <p>a) Seat Cushion : 432 mm (+/-5mm) x 432 mm (+/-5mm)</p> <p>b) Back cushion : 610 mm (+/-5mm) x 445 mm (+/-5mm)</p> <p>Density : 50-55 kg/m³</p>
5.	Spring	Spring for tip-up and push back mechanism torsion spring/ spring steel IS:4454 1981 grade III
6.	Sheet – Metal Components	<p>HRCA/CRCA Sheet metal IS:1079 1994</p> <p>a) Side stand 3mm (+/-0.2mm) thick. size : 415mm (+/-5 mm) x 345 mm (+/-5 mm) both side bottom circular cutting with 140mm radius</p> <p>b) 75mm x 25mm 16g 190 mm length tubular pipe for the leg welded to the 3mm plate</p> <p>c) Flat for base of the stands 280mm (+/- 2mm) length 50mm (+/-2mm) x 5mm (+/-0.2mm)</p> <p>d) Mechanism components 2mm HRCA Back push box 180mm (+/-2mm) x 70 mm (+/-2mm) & height of the box 15mm (+/-2mm), ear “L” bracket attached to the box 190mm (+/2mm) x 135mm (+/- 2mm). With two slot holes for fixing the back. Tip-up box 180mm (+/-2mm) x 70mm (+/-2mm) & height of the box 15mm (+/-2 mm), ear “L” bracket attached to the box 95mm (+/-2mm) x 125mm (+/-2mm). With two slot holes to fix the seat.</p>

Sl. No.	Items	Specifications
7.	Seat and Back Cushion housing	ABS moulded vacuum forming out of 2mm sheet.
8.	Step Lighting	The lighting effect should be created using a fibre optic rod that is end-illuminated with high intensity LEDs. The unit should flush with 6mm Carpet.
9.	Seat Row Indicators	Seat row indicators should be installed to identify the location of seating rows, to provide illumination for guidance (e.g. by emergency exits) or to illuminate the floor for safe movement in fulldome theatre when the main lighting is dimmed.
10.	Warranty	The system should be offered with a comprehensive onsite warranty for a minimum period of three years. During which the vendor is responsible for the supply of all components, spares, consumables, workmanship etc., necessary for good conditions of the chairs
11.	Delivery Schedule	To commence and complete the works as specified within 45 days from the date of receipt of Purchase Order.

SCHEDULE OF REQUIREMENTS

Supply and Fixing of the Reclining Push Back Chairs for Skytheatre of B.M. Birla Planetarium at Periyar Science and Technology Centre, Gandhimandapam Road, Chennai-25

Sl. No	Description
1.	<p>The Reclining Push Back Chairs with LED lightings are to be fixed in unidirectional seating as per the given technical specifications in a step seating arrangement as prescribed by the purchaser.</p> <p>The estimated number of Chairs needed : 250 Nos.</p>

For the purpose of technical evaluation, a sample chairs fabricated as per the tender specifications must be submitted on or before 04.05.2018 on the date of opening of Technical bids.

Delivery Schedule: - The works as specified has to be commenced and completed within 45 days from the date of purchase order.

Place of Delivery:- **The above item is to be delivered at B.M. Birla Planetarium, Tamilnadu Science and Technology Centre, Chennai.**