



Tender for appointment of
Interior Architect/Firm for Construction of The Academic
and Research Center Building – IUCAA 2, Pune

Aundh, IUCAA Campus, Pune

at

**Inter-University Centre for Astronomy and Astrophysics (IUCAA)
Pune**

Post bag.4, Ganeshkhind, Savitribai Phule Pune University Campus,
Pune - 411 007.

Tel. (020) 25604100 Fax: (020) 25604699

Technical Bid



Technical Bid for Appointment of Interior Architect/Firm for Construction of Academic and Research Center Building – IUCAA 2, Aundh, IUCAA Campus, Pune.

Inter-University Centre for Astronomy & Astrophysics (IUCAA)
Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus,
Pune 411 007, India

A. Name of Vendor / Firm / Company _____
Postal Address _____
Telephone Off. _____
Telex / Fax _____
Email ID _____

Signature & seal of Bidder



Inter-University Centre for Astronomy and Astrophysics

**Tender for appointment of
Interior Architect/Firm for Construction Academic and Research
Center Building – IUCAA 2, Aundh, IUCAA Campus, Pune.”**

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Tenders Published on Web Portals

The Director, Inter-University Centre for Astronomy & Astrophysics, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, invites technical & financial bids from reputed Interior Architect/Firm for “Construction of Academic and Research Center Building – IUCAA 2, Aundh, IUCAA Campus, Pune.”

Interested parties may view and download the tender document from the Government Central Procurement Portal <http://eprocure.gov.in/eprocure/app>. It is also available on IUCAA’s website at <https://www.iucaa.in/tenders>

All technically qualified bidders should present their Power Point presentations before the committee members of IUCAA, Pune. The financial bids of technically qualified bidders only will be opened.

IUCAA reserves the right to reject any or all of the tenders without assigning any reason.

Estate Manager

SECTION – I

Tender Information

Inter-University Centre for Astronomy and Astrophysics (IUCAA), Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus, Pune 411 007, invites sealed tenders in two-bid system, i.e., “Technical Bid” and “Financial Bid” from reputed **Interior Architect/Firm** for “Construction of The Proposed Academic and Research Center Building– IUCAA 2 , Aundh, IUCAA Campus, Pune.”

Tender available on CPPP	: 23/08/2024 at 1100 hrs.
Submission of questionnaire for Pre-Bid Meeting:	03/09/2024 up to 1700 hrs
Pre-Bid Meeting	: 04/09/2024 at 1100 hrs.
Closing date & time for receipt of tender	: 17/09/2024 at 1100 hrs.
Tender opening date & time	: 18/09/2024 at 1100 hrs.
Earnest Money Deposit (EMD)	: Rs.70,000/- (Rs. Seventy Thousand Only)

- 1) Bidders shall ensure that their tenders, complete in all respects, are uploaded at <https://eprocure.gov.in/eprocure/app> on or before the closing date and time indicated as above.
- 2) EMD should be paid through **NEFT/RTGS** only. Photo copy of transaction ID or UTR no. should be uploaded along with technical bid. Micro and Small Enterprises (MSEs) are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption.
- 3) Tender fees shall not be applicable for tender documents downloaded by the bidder. (To promote wider participation and ease of bidding, no cost of tender document will be charged for tender documents downloaded or uploaded on CPPP by the bidder)_
- 4) If any of the above-mentioned dates are declared as a holiday / closed day for IUCAA, the tenders will be received/opened on the next working day at the appointed time.
- 5) Technical Bid consists of all documents mentioned in the Technical Bid form along with EMD. A Financial Bid consists of the prices and all Commercial Terms and Conditions. A tender in which any of the prescribed condition (s) is not fulfilled, or any condition, including that of the conditional rebate, is put forth by the bidders shall be summarily rejected. However, the tenders with unconditional rebates will be considered.
- 6) The Estate Manager, IUCAA, Pune - 411007 on behalf of IUCAA reserves the right to postpone the date of opening of tender without assigning any reason.
- 7) IUCAA reserves the right to reject any or all of the tenders without assigning any reason.

Estate Manager
Inter-University Centre for Astronomy and Astrophysics,
Post Bag 4, Ganeshkhind, Pune 411 007 Tel. (020) 25604100
Email- nitin_ohol@iucaa.in

SECTION - II

Technical Bid Form for Interior Architect/Firm for Construction of the Proposed Academic and Research Centre-IUCAA 2, at Sr. No. 25/1/1/1/1/2, Aundh, IUCAA, Campus, Pune.”

1	Bidder's Name (firm/company Name) and Address	
2	Company registration / Shop Act License No. and Validity Period/Date (If applicable)	
3	Empanelment with any Govt. organization like Renowned National and International Institutes/World Bank/Universities, etc.if any	
4	Nature of Business & Establishment Year	
5	Telephone Nos. <i>Mobile No.</i> <i>Fax Nos.</i> <i>E-mail</i>	
6	Contact Person <i>Name</i> <i>Designation</i> <i>Mobile</i> <i>E-mail</i>	
7	EMD Paid (Proof to be Attached)	
8	NSIC / MSME Registration Certificate (valid certificate to be attached if any)	
9	PAN Details PAN no. (Photocopy to be attached)	
10	PF/ESI/GST/Professional Tax details Reg. no. PF (copy to be attached) Reg. no. ESI (copy to be attached) Reg no. GST (copy to be attached) Reg no. Profession Tax (copy to be attached)	
11	Organizational Capability (staff strength) <i>No. of Civil Engineers ...</i> <i>No of other Staff...</i>	
12	Financial capacity over last 5 years (Income tax return/Certified balance sheet of the firm along with CA's certificate for the respective year's turnover) FY 2019-2020 FY 2020-2021 FY 2021-2022 FY 2022-2023 FY2023-2024	
13	Last Five years continuous experience of the firm in the field of providing such services in Central Govt. establishment / Autonomous bodies of GOI/Corporate sectors/Reputed Public or Private Universities/ Organizations (Provide details)	

14	<p>Provide following details of Similar Institutional Interior projects completed within the last 5 years of a similar nature as a PMC:</p> <p>1) Minimum three Institutional Interior Designing projects costing more than Rs 2.0 Crore OR</p> <p>2) Minimum two Institutional Interior Designing projects costing more than 2.50 Crores OR</p> <p>3) Minimum one Institutional Interior Designing project costing more than 4.0 crores. Client Certificate to be attached for all the works</p> <p>a) <i>Name & address of the project</i> Type of Work Start date Completion date Final Bill Value Scope of work <i>Client contact details (Name, tele, fax, e-mail).</i></p>	
	<p>b) <i>Name & address of the project</i> Type of Work Start date Completion date Final Bill Value Scope of work <i>Client contact details (Name tele, fax, e-mail).</i></p>	
	<p>c) <i>Name & address of the project</i> Type of Work Start date Completion date Final Bill Value Scope of work <i>Client contact details (Name tele, fax, e-mail).</i></p>	
15	List of Clients for whom the bidder has executed works of similar nature	
16	List along with details of any arbitration cases / legal disputes on Current / previous projects – (Mention name of project, reason for dispute, party filing the suit and its current status)	
17	List any awards, recognitions on previously executed projects	
18	Prepared and submitted by (Name & Signature)	
<p>Notes –</p> <ol style="list-style-type: none"> The Inter-University Centre for Astronomy & Astrophysics, Pune reserves the right to accept or reject any or all applications without assigning any reason. The vendors/bidder has to fill/complete the technical bid form in all respects. Every statement made in the technical bid format should be supported by documentary proof for consideration and all pages of the tender should be verified and signed by the authorized person in this behalf. Otherwise the tender is liable to be rejected. Please support Work in hand and completed work. 		

SECTION -III Commercial terms

1. **Introduction :**

- 1.1 IUCAA has issued these tender enquiry documents for (Construction of IUCAA 2 & Site Development) as mentioned in (Scope of Work and site conditions).
- 1.2 This section provides the relevant information as well as instructions to assist the prospective bidders in the preparation and submission of tenders. It also includes the mode and procedure to be adopted by IUCAA for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before formulating the tender and submitting the same to IUCAA, the bidder should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of their tender.

2. **Language of Tender:** The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder, and IUCAA shall be written in the English language unless otherwise specified in the tender inquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation, and, for purposes of interpretation of the tender, the English translation shall prevail.

3. **Eligibility criteria for Bidders:** The Interior Architect/Firm should meet the following criteria to qualify in the tendering process. (Sufficient proof with authorized work order & completion certificate to be submitted)

1. The Interior Architect/Firm should have completed ONE similar institutional Interior work which should be valued at **more than Rs.4.0 crores (Indian Rupees Four Crores only) in last 5 financial years as a Interior Architect,** OR
The Interior Architect/Firm should have completed TWO similar institutional civil works which should be valued at **more than Rs.2.50 crores (Indian Rupees Two Crores Fifty Lakhs only) each in the last 5 financial years as a Interior Architect,**
OR
The Interior Architect/Firm should have completed THREE similar institutional civil works which should be valued at **more than Rs. 2.0 crores (Indian Rupees Two Crores only) each in the last 5 financial years as a Interior Architect**
2. The Interior Architect/Firm should preferably be empaneled with any GOI organization such as a renowned International Institutes/National Institutes/World Bank/University, etc., if any.
3. The Minimum turnover of the Interior Architect/Firm shall not be less than Rs.50.0 Lakhs (Indian Rupees Fifty Lakhs only) per annum for a minimum three years out of last five financial years.
The bids of those bidders who do not fulfil any of the above-mentioned criterion shall be summarily rejected.

4. **Tendering Expenses:** The bidder shall bear all the costs and expenditures incurred and/or to be incurred by it in connection with its tender, including preparation, mailing, and submission of its tender and for subsequent processing of the same. IUCAA will not be responsible or liable for any such costs, expenditures, etc., regardless of the conduct or outcome of the tendering process.
5. **Content of Tender Enquiry Documents:** The relevant details required for construction & services, the terms, conditions, and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.
6. **Amendments to Tender Enquiry Documents:**
 - 6.1 At any time prior to the deadline for submission of tenders, IUCAA may, for any reason it deems fit, modify the tender inquiry documents by issuing suitable amendment(s) to them. All such amendments shall form part of this tender document and shall be binding on all the bidders.
 - 6.2 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendments, IUCAA may, at its discretion, extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.
7. **Clarification of Tender Enquiry Documents & Pre-Bid Meeting:** A bidder requiring any clarification or elucidation on any issue of the tender enquiry documents may take up the same with IUCAA in writing by e-mail. A pre-bid technical meeting will be held at IUCAA, Pune on **04/09/2024 at 11:00 hrs.** to discuss and resolve the queries and doubts, if any from the prospective bidders. Clarifications / questionnaire sought should be sent by email to **tenders.estate@iucan.in** latest by **17:00 hrs on 03/09/2024.** Clarifications / discussions / minutes of the pre-bid meeting will form a part of the tender document. Pre-bid meeting will be arranged in IUCAA campus.
One Set of hard copy of tender document & drawings shall be available at IUCAA office during office hours.
8. **Contacting IUCAA:**
 - 8.1 From the time of submission of tender to the time of awarding of the contract, if a bidder needs to contact IUCAA for any reason relating to this tender enquiry and / or its tender, it should do so only in writing to **tenders.estate@iucan.in**
 - 8.2 In case a bidder attempts to influence IUCAA in its decision(s) during scrutiny, comparison and/or evaluation of tenders and/or awarding the contract, the tender of such a bidder shall be liable for rejection in addition to appropriate legal action(s) being taken against such a bidder at the discretion of IUCAA.
9. **Corrupt or Fraudulent Practices:** IUCAA requires that the bidders who wish to bid for against IUCAA's tender have the highest standards of ethics. IUCAA shall reject bids of those bidders who are found to be engaged in corrupt and/or fraudulent practices. This also applies to a successful bidder who has been awarded the contract and is found to be engaged in corrupt or fraudulent practices during the execution of the contract.
10. **Interpretation of the clauses in the Tender Document/Contract Document:** In case of any ambiguity in or dispute arising out of or related to (including the interpretation of any of

the clauses in this tender document/purchase order/contract), the decision of the Director, IUCAA or his nominee shall be final and binding on all parties.

11. **Tender currencies:** The bidder shall quote only in Indian Rupees.
12. **Tender Prices:** The bidder has to check and fill in all the fields mentioned in the price bid. The quoted rates shall include all the relevant taxes, excluding GST. The GST shall be calculated automatically on the Gross Total and shown separately at the end in the BOQ sheet. The Net Total shall be the Gross Total and GST summation.
13. **Taxes:** GST shall be levied as per prevailing rates (The present rate of GST is 18%).
14. **Earnest Money Deposit (EMD):** The earnest money is required to protect IUCAA against the risk of the bidder's unwarranted conduct, as amplified under GCC
 - 14.1 The amount of EMD will be Rs. 70,000/- (Rs. Seventy Thousand Only).
 - 14.2 The EMD shall be denominated in Indian Rupees.
 - 14.3 A scanned copy of the EMD paid receipt (as the case may be) shall be uploaded along with the Technical Bid.
 - 14.4 The EMD shall be furnished through **NEFT/RTGS** only. IUCAA's bank details for the purpose of payment of EMD are as follows: -
Name of the Beneficiary - Inter-University Centre for Astronomy & Astrophysics
Bank Account Number - 98060100000188
Nature of Bank Account - Savings Bank Account, MICR NO. - 411012053
Name of the Bank - Bank of Baroda
Address of the branch - Bank of Baroda, IUCAA Extension counter,
Pune University Campus, Pune -411007. Bank Branch Code –EXTPOO,
IFSC Code- BARB0EXTPOO, Swift Code-BAR B IN BB PCB
 - 14.5 Unsuccessful bidder's earnest money shall be returned to them without any interest after issuing a work order / LOI to the successful bidder. In case of the bidder(s) whose offer is accepted, the EMD shall be converted into a **security Deposit**. The present percentage (%) of security deposit Security is 5% of the Contract value. However, the balance amount of security deposit will have to be deducted from the first four Running bills in equal installments.
 - 14.6 EMD of a bidder will be forfeited, if the bidder withdraws or amends their bid or impairs or derogates from the tender in any respect within the period of validity of their tender. The successful bidder's earnest money shall be forfeited, if they fail to furnish the balance amount of Performance security within the aforementioned period.
 - 14.7 Micro and Small Enterprises (MSEs) are provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. MSEs must provide proof of their being registered as MSE (indicating the terminal validity date of their registration) for the item tendered, with any agency mentioned in the notification of the Ministry of Micro, Small and Medium Enterprises (Ministry of MSME), indicated on the website of MSME.
15. **Tender Validity**
 - 15.1 The tenders shall remain valid for acceptance for a period of **12 months** from the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected summarily.

- 15.2 In exceptional cases, the bidders may be requested by IUCAA to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by e-mail followed by registered post/courier. In all such cases, the bidders will (i) have to extend the tender validity without any change or modification in their original tender and (ii) extend the validity period of the EMD accordingly. However, EMDs of those bidders who express their inability to do so shall not be forfeited and their bids shall not be considered for further process.
- 15.3 In case the day up to which the tenders are to remain valid falls on/ is subsequently declared as a holiday or closed day for IUCAA the tender validity shall automatically be extended up to the next working day.

16. Preparation of Bids:

- 16.1 For preparation of bids, the bidders shall search the tender from published tender list available on site and download the complete tender document and shall consider corrigendum issued, if any, before submitting their bids. After selecting the tender document, the same shall be moved to the 'My favorite' folder of bidders account from where bidder can view all the details of the tender document.
- 16.2 Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of their bid.
- 16.3 Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- 16.4 Bidders should get ready in advance the bid documents in the required format (pdf/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 16.5 Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, GST & other details etc., under "My Space / Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16.6 The tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender must be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- 16.7 **The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid.** Technical Bid in cover-1 & Financial Bid in ".xls" format in Cover-2

17. Submission of Technical and Financial Bids:

- 17.1 All pages of the bid (except for un-amended printed literature) shall be initialed by the person or persons signing the bid. The bidder's name stated on the proposal shall be the exact legal name of the firm.
- 17.2 Any other condition or guideline for submission of the bids shall be notified by IUCAA if it finds necessary.
- 17.3 IUCAA may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of IUCAA and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

- 17.4 At any time prior to the deadline for submission of bids, IUCAA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, notify changes in the bidding documents through an amendment.
- 17.5 The amendments, if any, shall be notified on the CPP portal and the amendments shall be binding on all the bidders. Hence, the bidders shall view the notification in complete before submitting their bids.
- 17.6 The bidder responding to announcement shall be deemed to have read and understood the documents in complete. Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by IUCAA, unless a specific written acceptance thereof is obtained.

SUBMISSION OF BIDS:

- i. Bidder should log into CPP Portal well in advance for bid submission so that he/ she upload the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay.
- ii. Bidder should submit the EMD as per the instructions specified in the NIT / tender document. The details of the EMD should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise, the uploaded bid will be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- iv. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- v. Bidders shall note that the very act of using Digital Signature Certificate (DSC) for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vi. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vii. **If price quotes are required in xls format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices, in .xls format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected, including forfeiture of EMD.
The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- viii. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**

- ix. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- x. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xi. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology.
- xii. Technical & Financial bids has to be uploaded on or before **Bid Submission End Date & Time** mentioned in the tender documents

Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the IUCAA helpdesk is 020-25604334/36 between 10:30 hrs to 17:00 hrs.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in
- All interested eligible bidders are requested to submit their bids online on CPP Portal <http://eprocure.gov.in/eprocure/app> as per the criteria given in this document:
 - a. Technical Bid should be upload online in cover-1.
 - b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

TECHNICAL BID (Cover-1)

Signed and Scanned copies of the Technical bid documents must be submitted online on the CPPPP Portal: <http://eprocure.gov.in/eprocure/app> . List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -

- i. **Scanned Copy of EMD paid receipt / MSE registration certificate (indicating the terminal validity date of their registration)**
- ii. **Scanned copy of Company registration/Shop Act.**
- iii. **Tender document with seal & signature on each page**
- iv. **Tender Acceptance Letter**
- v. **Scanned copy of duly filled Technical Bid form along with supporting documents & commercial/legal terms & conditions with proper seal and signature of an authorized person on each page of the bid submitted.**
- vi. **Scanned documents of all eligibility criteria should be attached.**
- vii. **Undertaking of not black-listed by any Institute, Govt., Body/ PSU on letterhead**
- viii. **Scanned documents of all Part I, Part II, Part III should be attached.**

FINANCIAL BID (Cover-2)

- i. The currency of all quoted rates shall be Indian Rupees.
- ii. In preparing the financial bids, bidders are expected to consider the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.xls” format i.e. Price Bid Excel sheet attached as ‘.xls’ with the tender and based on the scope of work, service conditions and other terms of the tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

18. Withdrawal of Tender: No tender shall be allowed to be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, IUCAA shall forfeit the earnest money furnished/deposited by such a bidder.

19. Tender Opening:

19.1 IUCAA will open the tenders at the specified date and time and at the specified place as indicated. In case the specified date of tender opening falls on declared holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

19.2 In the case of two-bid system mentioned above, the technical bids are to be opened in the first instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent authority / committee with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically qualified / acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation by giving an advance intimation to the technically successful bidders. IUCAA reserves the right to select the vendor on the basis of past performance and experience of the firm. The decision of IUCAA shall be final and representation of any kind shall not be entertained on the above. IUCAA shall have no obligation to convey reason for rejection of any bid.

20. Preliminary Scrutiny of Tenders:

20.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as unresponsive and shall be ignored.

20.2 The following are some of the important aspects, for which a tender may be treated to be unresponsive and shall be ignored;

- a) Tender is unsigned incomplete.
- b) Tender is submitted without necessary supporting papers
- c) Tender validity is shorter than the required period.
- d) Required EMD has not been provided/paid.
- e) Bidder has not agreed to give the required performance security.
- f) Bidder has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- g) Tender is conditional tender.

21. Minor Informality / Irregularity / Non-Conformity: If during the preliminary examination, IUCAA finds any minor informality or irregularity or non-conformity in a tender, IUCAA may waive the same, provided it does not constitute any material deviation

or financial impact and, also, does not prejudice or affect the ranking order of the bidders. In case, if IUCAA conveys its observation on such 'minor' issues to the bidder by asking the bidder to respond by a specified date, and the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, such tender will be liable to be ignored.

If IUCAA observed, that contractor had inadvertently missed out to submit some documents asked in the technical bid form, then IUCAA may ask contractor to submit the same. IUCAA may convey its observation on such 'minor' issues to the bidder by registered/speed post/email/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, such tender shall be liable to be rejected/ignored.

22. Opening of Financial bids:

22.1 The Financial bids of all eligible, technically qualified and shortlisted bidders will be opened. The date and time of opening of financial bids shall be informed only to the shortlisted bidders.

22.2 IUCAA- reserves the right to accept the offer in full or in parts or reject summarily or partly & cancel the bid without giving any reason.

23. Bidder's capability to perform the contract:

23.1 IUCAA, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

23.2 The above-mentioned determination will, inter alia, consider the bidder's financial, professional capabilities for satisfying all the requirements of IUCAA as incorporated in the tender document. Such determination will be based upon scrutiny and examination of all relevant data and details & supporting document submitted by the bidder in its tender as well as such other allied information as deemed appropriate by IUCAA.

24. Notification of Award: IUCAA will notify the successful bidder that its tender for construction of building, has been accepted. The notification of award shall constitute the conclusion of the contract. IUCAA will inform the successful bidder in due course by e-mail.

25. Issue of Contract: After notification of award, IUCAA will send the duly executed contract/work order to the successful bidder by email/registered/speed post etc. The successful bidder shall return a copy of the order, duly executed and dated, to IUCAA in person / by registered / speed post / courier within fifteen days of receipt of the same from IUCAA, failing which IUCAA may treat the contract to be repudiated.

26.1 **Performance Security (PS) / Performance Bank Guarantee:** Within 21 days from the date of receipt of letter of intent/Work Order, the successful bidder shall submit a Performance Security for 5% amount of the accepted contract value. The PG shall be paid through NEFT/RTGS. Photo copy of transaction ID or UTR no. must be provided. In the event of any amendment issued to the contract, the bidder shall, within 21 days of issue of the amendment, furnish the performance guarantee of the corresponding amendment value, rendering the same valid in all respects in terms of the contract, as amended. If bidder fails to submit balance performance guarantee amount within 21

days, from the date of award of Contract / Work Order / Amendment, there shall be a penalty of Rs.5000/- per day (Rupees Five thousand only per day) up to a maximum of 5% of the WO/Contract value.

- 26.2 Subject to above, IUCAA will release the performance guarantee without any interest to the bidder on completion of the bidder's all contractual obligations including Defect Liability Period + 60 days.
- 26.3 Failure of the successful bidder in providing performance guarantee and/ or returning contract copy duly signed in terms of GCC above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by IUCAA against it.
- 26.4 If the bidder furnishes Performance Bank Guarantee to IUCAA for an amount equal to five per cent (5%) of the total value of the contract valid up to contract period + sixty days, then the amount of Performance Guarantee will be refunded. Performance Bank Guarantee must be issued by a Nationalized Bank in India and in the prescribed form. In the event of any loss due to bidder's failure to fulfill its obligations in terms of the contract, the amount of the performance guarantee shall be payable to IUCAA to compensate for the same. IUCAA shall have the right to deduct full or part of the performance guarantee and shall refund the balance amount, if any, to the Agency on the termination/completion of the term of the Contract. Subject to above, IUCAA will release the performance security without any interest to the bidder on completion of the bidder's all contractual obligations and contract period.
- 26.5 Failure of the successful bidder in providing performance security and/ or returning contract copy duly signed in terms of GCC above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by IUCAA against it.
- 26.6 If the bidder furnishes Performance Bank Guarantee to IUCAA for an amount equal to three per cent (5%) of the total value of the contract, valid up to contract period + sixty days, then the amount of Performance Security will be refunded. Performance Bank Guarantee must be issued by a Nationalized Bank in India and in the prescribed form.
- 26.7 In the event of any loss due to bidder's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to IUCAA to compensate for the same. IUCAA shall have the right to deduct full or part of the performance security and shall refund the balance amount, if any, to the Agency on the termination/completion of the term of the Contract.

27. Payment:

- 27.1 The payment will be made as per the progress of the work and as per the contractor's bill amount certified by the accounting department IUCAA.
No price escalation will be allowed till the completion of the work.
- 27.2 GST will be paid as per prevailing rates & TDS, other taxes will be recovered as per prevailing rates of Income tax act.
- 27.3 Payment of Wages and other conditions of employment of workers should be not inferior to as stipulated in the Minimum Wages Act. All formalities and procedures prescribed under the Contract Labour Act, Minimum Wages Act and other related acts should be strictly adhered to IUCAA's responsibility as Principle Employer should be fully protected. The necessary legal registers, forms, returns, and liaison with local (concerned authorities) etc. required as per the law of the land are to be maintained by the Agency and should be made available for inspection by the Inter-University Centre for Astronomy and Astrophysics at any time. The Agency will have its workers covered under ESI, PF and other Acts as applicable from time to time at its own cost.

28. **Taxes and Duties, Fees etc.:** Bidder shall be entirely responsible for payment of all taxes, duties, fees, levies, applicable cess etc. during the contract period.
29. **Minimum Amount of Third Party Insurance (Bidder/Agency All Risk Policy) :** The PMC shall take Insurance Policy / Policies of their employees who are working on the site. **The rates quoted by the vendor should be inclusive of insurance charges.** In case of any bodily injury / mishap to any employee of the vendor during the course of his employment, the provisions of the Workmen's Compensation Act shall prevail. The Agency should have insurance cover policy in this regard at its own cost. The Agency will have to produce copy of the insurance cover (Workman Compensation Policy) for verification as and when required; failing which IUCAA may treat the contract to be repudiated.
30. **ESI, PF & other regulatory rules & laws:** Agency has to cover his workers & staff under ESI & PF scheme and comply with local laws & statutes dealing with employment of persons necessary reports to be submitted.
31. **Termination and Penalty/Liquidity Damage (LD):** a) In case in delay in completion of the services, liquidity damages at the rate of 1% (One percent) subject to maximum of 10 % (Ten Percent) of the total contract price for delay of every week or part thereof will be deducted from the running bill of the Project management consultant.
b) However, liquidity damages will not be recovered in the event of delay not attribute to the consultant and consultant is entitled for extension of completion of time.
- 31.1 **Termination for insolvency:** If the bidder is declared by any competent authority/court as bankrupt or otherwise insolvent, the contract shall be deemed to be terminated from the date of such declaration however, such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to IUCAA.
- 31.2 **Termination for convenience:** IUCAA reserves the right to terminate the contract, in whole or in part, by serving written notice to the bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of IUCAA. The notice shall also indicate inter alia, the extent to which the bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
IUCAA, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the agency. IUCAA will be the sole judge to determine the facts.
32. **Force Majeure:** Notwithstanding the provisions contained in tender document clauses, the bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the bidder in fulfilling its obligations under the contract is the result of an event of force majeure.
- 32.1 For purposes of this clause, force majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of IUCAA either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.
- 32.2 If a force majeure situation arises, the bidder shall promptly notify IUCAA in writing

of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by IUCAA in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

32.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

32.4 In case due to a force majeure event IUCAA is unable to fulfill its contractual commitment and responsibility, IUCAA will notify the bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

33. Settlement of Disputes:

33.1 Any dispute arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of IUCAA and the Agency or their authorized representatives. The Director of IUCAA will be the final authority in resolving such disputes.

33.2 In the event of a dispute or difference which cannot be resolved by mediation, the same shall be referred to an Arbitration Tribunal consisting of three members. Either party shall give notice to the other regarding its decision to refer the matter to arbitration. Within 30 days of such notice, one Arbitrator shall be nominated by each party and the Umpire Arbitrator shall be nominated by agreement between the parties to this agreement. The venue of the arbitration will be Pune. Subject to the aforesaid, the Arbitration and Conciliation Act, 1996 with amendments and the rules there under and any statutory modification thereof for the time being in force shall apply to the Arbitration proceedings.

34. Governing language: The contract shall be written in English language following the provision as contained in tender document. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language.

35. Applicable Law: The contract shall be interpreted in accordance with the laws of India.

36. Contacting IUCAA Authorities: No bidder shall contact any of the IUCAA authorities on any matter relating to their bid, from the time of the opening of the bids to the time the contract is awarded.

37. Committee Duly Constituted by IUCAA Reserves the Right to Accept any Bid and to Reject Any or All Bids: A committee duly constituted by IUCAA reserves the right to reject, accept or prefer 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 ground for its actions and decisions. IUCAA also reserves the right to accept any bid in part or split the contract between two or more bidders.

A) SCOPE OF THE INTERIOT ARCHITECT/FIRM (DESIGNER):

For the tendering stage

The Interior Architect/Firm acts as the Client's representative in managing the construction supervision, project accounting and completion of the interior work of the building, infrastructure and site development, with respect to the following functions.

1. SCOPE OF WORK:

The Architect is required to provide services in respect of the following:

- 1.1 Site evaluation and assessment.
- 1.2 Interior design _ space planning/ development & volumetric study.
- 1.3 Architectural additions and alterations.
- 1.4 Design of fixed items of work, loose furniture & interior-related civil works.
- 1.5 Illumination design.
- 1.6 Sound and acoustic design.
- 1.7 Graphic design and signage.
- 1.8 Indoor plants cape.
- 1.9 Selection of materials, equipment, and other interior-related elements.
- 1.10 Integration of all Engineering services.
- 1.11 Periodic inspection and evaluation of works at site.
- 1.12 Making of clean room class 1000,5000,10000 interior work.

2. SCHEDULE OF SERVICES:

The Architect shall, after taking instructions from the Client, render the following services:

CONCEPT DESIGN [STAGE 1] :

2.01 Taking client's Instructions and preparation of design brief. Furnish a site evaluation and analysis report with a basic approach to circulation, activity distribution, interaction, and external linkages.

2.02 Analyse the schedule of spaces in relation to activities and site potential.

2.03 Prepare conceptual designs with reference to requirements and prepare a rough estimate of cost on an area basis.

PRELIMINARY DESIGN [STAGE 2]:

2.04 Modify the conceptual designs incorporating required changes, prepare the preliminary drawings, interior views, and schedule of finishes for the Client's approval, along with the preliminary estimate of cost on an area basis.

DRAWINGS FOR CLIENT'S /STATUTORY APPROVAL [STAGE 3] :

2.05 Prepare drawings necessary for Client's/ statutory approvals and ensure compliance with codes, standards and legislation, as applicable and assist the Client in obtaining the statutory approvals thereof, if required.

WORKING DRAWINGS AND TENDER DOCUMENTS [STAGE 4] :

2.06 Prepare working drawings, specifications and schedule of quantities sufficient to prepare estimate of cost and tender documents including code of practice covering aspects like mode of measurement, method of payments, quality control procedures on materials & works and other conditions of contract.

APPOINTMENT OF CONTRACTORS [STAGE 5] :

2.07 Help client to Invite, receive and analyze tenders, advise Client on the appointment of contractors.

CONSTRUCTION [STAGE 6] :

2.08 Prepare and issue working drawings and details for proper execution of works during construction.

2.09 Approve samples of various elements and components in consultation with client.

2.10 Check and approve shop drawings submitted by the contractor/ vendors.

2.11 Visit the site of work and fabrication workshop, at intervals mutually agreed upon, to inspect and evaluate the progress of works and where necessary clarify any decision, offer interpretation of the drawings/specifications, attend conferences and meetings to ensure that the project proceeds generally in accordance with the conditions of contract and keep the Client informed and render advice on actions, if required.

2.12 Day to day supervise the work as per tender specifications.

2.13 Issue Certificate of Virtual Completion of works.

COMPLETION [STAGE 7] :

2.14 Prepare and submit completion reports and drawings for the project as required and assist the Client in obtaining "Completion/ Occupancy Certificate" from statutory authorities, wherever required.

2.15 Issue two sets of as-built drawings, including services and structures.

3. PROFESSIONAL FEE :

3.01 Considering the professional services rendered by the Architect, he shall be paid a professional fee.

3.02 Any tax levied by law, such as Service tax, etc., contingent to professional services rendered by the Architect, shall be payable by the Client over and above the gross fees charged by the Architect in relation to the services provided.

4. SCHEDULE OF PAYMENT :

The Architect shall be paid a professional fee in following stages:

Retainer On appointment/ Signing of Agreement/ Acceptance of offer.		Rs. 20M* or 5% of the total fees payable, whichever is higher, adjustable at the last stage.
Stage 1 On submitting conceptual designs and rough estimate of cost.	1	10% of the total fees payable.
Stage 2 On submitting the required preliminary scheme for the Client's approval along with the preliminary estimate of cost.	2	20% of the total fees payable less payment already made at Stage 1.
Stage 3 On incorporating Client's suggestions and submitting drawings for obtaining approval from the Client/ statutory authorities, if required.	3	35% of the total fees less payment already made at Stages 1 and 2.
Stage 4 Upon client's approval / statutory approval and preparation of working drawings, specifications and schedule of	4	45% of the total fees payable less payment already made at Stages 1 to 3.

quantities sufficient to prepare estimate of cost and preparation of tender documents.

Stage 5	55% of the total fees payable less payment already made at Stages 1 to 4.
On inviting, receiving and analysing tenders; advising Client on appointment of contractors.	
Stage 6	65% of the total fees less payment already made at Stages 1 to 5.
On submitting working drawings and details required for commencement of work at site.	
<ul style="list-style-type: none"> On completion of 20% of the work On completion of 40% of the work On completion of 60% of the work On completion of 80% of the work On Virtual Completion 	<p>70% of the total fees payable less payment already made at Stages 1 to 6a.</p> <p>75% of the total fees payable less payment already made at Stages 1 to 6b(i).</p> <p>80% of the total fees payable less payment already made at Stages 1 to 6b(ii).</p> <p>85% of the total fees payable less payment already made at Stages 1 to 6b(iii).</p> <p>90% of the total fees payable less payment already made at Stages 1 to 6b(iv).</p>
Stage 7	100% of the fees payable less payment already made at various stages and retainer.
On submitting Completion Report and drawings for issuance of completion/ occupancy certificate by statutory authorities, wherever required and on issue of as built drawings	

5. EFFECTING PAYMENT TO THE ARCHITECT:

5.1 The fee payable to the Architect shall be computed on the actual cost of works on completion. The payment due to the Architect at different stages be computed on the following basis:

5.1.1 At Retainer : On rough estimate of cost approved by IUCAA.

5.1.2 At Stage 1 : On rough estimate of cost approved by IUCAA.

5.1.3 At Stages 2 to 4 : On preliminary estimate of cost approved by IUCAA.

5.1.4 At Stages 5 to 6b : Accepted tender cost.

5.1.5 At Stage 7 : Actual total cost.

5.2 Progressive, on account, payments shall be made by the Client to the Architect against any of the above stages based on the quantum of work done during that stage, as may be mutually agreed to between the Client and the Architect.

5.3 No deductions shall be made from the fee of the Architect on account of penalty, liquidated damages, part rates or other sums withheld from payment or recovered from contractors/ suppliers.

5.4 When the work is executed wholly or in part with old material or labour or carriage is provided by the Client, the percentage of fees shall be calculated as if the work had been executed wholly by the contractor supplying all labour and new materials.

5.5 The actual cost of the completed works shall include cost of execution of assigned works, referred to in Scope of Work, but excluding the cost of premises.

6. CLIENT'S ROLE AND RESPONSIBILITIES:

The Client shall discharge all his obligations connected with the project and engagement of the Architect as follows:

8.01 To provide detailed requirements of the project.

8.02 To provide property lease/ ownership documents.

8.03 To provide location plan, measured drawings and photographs of existing space with full structural and relevant details, existing services and common outlets to which proposed services can be connected. In case such information is not readily available, the Client shall arrange for the collection of necessary information and pay for the same.

8.04 To furnish specific conditions/ statutory stipulations/ codes of practice/ schedule of rates, etc. desired to be followed.

8.05 To pay all the fees, levies, security deposits and expenses in respect of statutory sanction.

8.06 To give effect to the professional advice of the Architect and cause no changes in the drawings and documents without the consent of the Architect.

8.07 To honour Architect's bills within one month of its submission.

9. EXECUTION OF THE ASSIGNMENT:

9.01 The Architect shall keep the Client informed about the progress of work in his office.

9.02 The Architect shall appoint specialized consultants in consultation with the Client, if necessary.

9.03 The Architect shall be responsible for the direction and integration of the consultant's work. The consultants, however, shall be fully responsible for the calculations, the detailed design, and periodic inspection and evaluation of the work entrusted to them. The Architect shall, if requested, make available the design calculations.

9.04 The Architect will advise the Client on the Time Schedule (Bar Chart/PERT/ CPM Network) prepared by the contractors for the completion of work, if required.

9.05 The Architect shall supply to the Client, free of cost, upto six sets of drawings at different stages.

9.06 The Architect shall not make any deviations, alterations or omissions from the approved drawings, involving financial implications without prior consent of the Client.

9.07 Any professional services to be rendered by the Architect at the instance of the Client after the agreed project completion period shall be compensated for on mutually agreed terms.

9.08 The Architect shall exercise all reasonable skill, care and diligence in the discharge of his duties and shall exercise such general superintendence and inspection as may be necessary to ensure that works are being executed in accordance with the Conditions of Contract.

9.09 No change shall be made in the approved drawings and specifications at site without the consent of the Architect/client.

10. TIME SCHEDULE :

The Architect shall, in consultation with the Client, prepare a Time Schedule in respect of various services to be rendered and discharge of the client's obligations.

11. INDEMNIFICATION :

In the event that a claim or suit is brought against the Architect or the Consultants by any third party for damages arising from personal injury or property damage caused wholly by the Client, or anyone employed by the Client, or anyone for whose acts the Client may be held responsible, then the Client shall indemnify the Architect and fully reimburse any loss, damage or expenses, including the attorney's fees, which the Architect may incur in connection therewith.

12. OWNERSHIP OF COPYRIGHT :

Architectural design is an intellectual property of the Architect. The drawings, specifications, documents and models as instruments of service are the property of the Architect whether the project, for which they are made, is executed or not. The Client shall retain copies of the Architect's models, drawings, specifications and other documents for his information and use in connection with the project. These shall not be used for any other project by the Client or the Architect or any other person, except for the repetition as stipulated in the Scale of Charges.

13. TERMINATION OF AGREEMENT :

13.1 Agreement between the Architect and the Client may be terminated by either one giving the other a written notice of not less than 30 (thirty) days, should either fail substantially to perform his part of responsibilities/ duties, so long as the failure is not caused by the one initiating the termination.

13.2 When termination of this Agreement is not related or attributable, directly or indirectly to any act, omission, neglect or default on the part of the Architect, the Architect shall be entitled to professional fees as stipulated under Clause 4 and sub-clauses 9.09 & 9.11 of Clause 9.

13.3 In the event of Architect's firm closing its business or the Client having terminated the agreement, the Client shall have the right to employ another Architect to complete the work, after making payment to the previous architect's firm.

14. INTERPRETATION :

In case of any ambiguity or difficulty in the interpretation of the Conditions of Engagement and Scale of Charges, the interpretation of the Council of Architecture shall be final and binding on the Architect and the Client.

15. ARBITRATION :

All disputes or differences which may arise between the Client and the Architect under "Conditions of Engagement and Scale of Charges" with regard to the meaning or interpretation or matter or things done or to be done in pursuance hereof, such disputes and differences shall be referred for arbitration to the Council of Architecture. The arbitrator shall be appointed by the President, Council of Architecture. The arbitration shall be conducted as per the provisions of the Arbitration and Conciliation Act, 1996. The decision and award of the arbitrator shall be final and binding on the Architect and his Client.

Responsibilities of the Interior Architects/Designer firm

The detailed responsibilities are listed below. The Interior Architect/Firm will carry out each of these duties.

- a) Preparing interior drawings as per the client's requirement.
- b) Prepare estimates and specifications and issue drawings to the Tender.
- c) Helping clients to prepare tender documents.
- d) Helping clients to finalize the interior designer contractor
- e) Day-to-day supervise the work as per the drawings in the tender.
- f) Prepare the running bills and writing Measurement Books as per the BOQ.
- g) Certification of the contractor's running bills and final bill as per tender specifications.
- h) Inform clients of the monthly progress report and bar chart of the contractor's work.
- i) Take out **joint measurements** with the concerned contractors, sub-contractors or nominated contractors, Estate Engineer and Interior architect's Engineer/Architect certify the concerned sheets of measurement in the Measurement Books. All work executed by the Contractor[s] will be recorded from time to time in the Measurement Books, to be maintained in safe custody at site. Each set of Measurements bearing the date of operation, reference to item number and section of the schedule of quantities and units of measurement will be jointly recorded by the Contractor and the PMC and signed in token thereof.

Measurement Books will be available for inspection at any time by authorized persons, but will not be removed from site for this purpose.

The interior architect's will be responsible for the contractor's periodic, or stage-wise, bills for the work done and materials brought to site. The interior architect will be responsible for recording joint measurements of work executed, and the quality certification of the work done, based on these measurements, and issue of certificates for the payment to be made to the contractors as stipulated in the agreement[s].

FORM - I
FORMAT FOR ANTI-COLLUSION CERTIFICATE

We hereby certify and confirm that in the preparation and submission of our RFP for selection of Consultants / Consultancy organizations for Project Management Consultant, we have not acted in concert or in collusion with any other bidder or other person(s) and also not done any act, deed or thing which is or could be regarded as anti-competitive.

We further confirm that we have not offered nor will offer any illegal gratification in cash or kind to any person or agency in connection with the instant Proposal.

Dated this..... Day of 2024

.....

(Name of the Bidder)

.....

(Signature of the Authorised Person)

.....

(Name of the Authorised Person)

FORM- II

FORMAT FOR POWER OF ATTORNEY FOR SIGNING OF PROPOSAL

(On stamp paper of relevant value)

Know all men by these presents, We (name and address of the registered office¹) do hereby constitute, appoint and authorize Mr./ Ms.

(name and residential address) who is presently employed with us and holding the position of as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our submitting Request For Proposal to the IUCAA, Pune, for selection of Project Management Consultant for IUCAA 2, Creche & GyM Extension Project, including signing and submission of all documents and providing information / responses to the IUCAA, Pune in all matters in connection with our RFP.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts, deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Dated this the day of ...2021

For

.....
.....

Accepted

(Name and designation of the person(s) signing on behalf of the Bidder)

..... Signature)

(Name, Title and Address of the Attorney)

Date :

¹ In case of partnership firm: name and address of principal office of the partnership firm to be provided.

In case of sole proprietorship: name of the authorized signatory for signing and submitting the RFP and his permanent residential address shall be provided.

Note:

1. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
2. Also, wherever required, the Bidder should submit for verification the extract of the charter documents and documents such as a resolution/ power of attorney in favour of the person executing this Power Of Attorney for the delegation of power hereunder on behalf of the bidder.
3. In case the proposal is signed by an authorised Director, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

FORM -III

Undertaking / Acceptance

1. I, _____ son/ daughter/ wife of
Shr _____
Proprietor /Director / authorized signatory of the Company / Firm mentioned above, is
competent to sign this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide to them.

3. The information / documents furnished along with the above tender form are true and
authentic to the best of my knowledge and belief. I am well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law.

Place: Pune

Authorised Signatory

Date :

Sign and seal

FORM IV

Declaration

Declaration letter on official letter head stating the following:

1. We are not involved in any major litigation that may have any impact of affecting or compromising the delivery of services as required under this tender.
2. We are not black-listed by any Central / State Government / Public Sector Undertaking in India.
3. I/ We hereby declare that I/ We have read and studied in detail the all instructions and conditions of this Contract in the above Clauses, and understood the scope of the project/ work and my/our fundamental duties and responsibilities under this Contract. I/ We unconditionally accept and agree to abide by them.

Yours faithfully,

(Signature of the Authorized person)

Date:

Name:

Place:

Designation:

Seal:

FORM V

(To be printed on letterhead)

EMD Refund Request

To

Estate Manager
Inter-University Centre for Astronomy & Astrophysics
Post bag -4, Ganeshkhind,
Pune University Campus,
Pune - 411007.

Sub: - Request for refund of EMD deposited for tender for **Interior Architect/Firm** for “Construction of Academic and Research Center – IUCAA 2 Building Aundh, IUCAA Campus, Pune.”

Sir,

I/We request you that EMD deposited by me/ us against the tender above tender due on -----
vide UTR No dated for **Rs.70,000/-** for **Interior Architect** for “Construction
of Academic And Research Center – IUCAA 2 Building Aundh, IUCAA Campus, Pune.”, may
kindly be refunded.

Yours faithfully,

(Signature of the Authorized person)

Date:

Name:

Place:

Designation:

Seal:

FORM VI

AGREEMENT FORMAT

(to be executed after selection of the Consultant)

This Agreement made at PUNE, this _____ Day of _____ 2023 between **IUCAA, Pune** (hereinafter referred to as IUCAA which expression shall mean and include where the context so requires its successors interest and assigns) represented by Sri _____ of the **ONE PART**
AND

M/s _____
Consultants / Consultancy organizations for Project Management Consultant,
having its office at _____
(hereinafter referred as the PMC which expression shall mean and includes were the context so require its Successors-in-interest and assigns) of the **represented by Shri _____**
OTHER PART

WHEREAS IUCAA is an Autonomous Institute of Govt. of India under UGC Act.

WHEREAS PMC is a project consultancy & building construction & supervision proprietorship/partnership/private/ Ltd Company comprising of qualified, experienced architects & engineers having exposure in the construction sector for ___ years It specializes in providing integrated and comprehensive professional services towards development of Building projects and related components from Building project conceptualization to project Completion.

AND WHEREAS IUCAA approached PMC, in view of its expertise in the field, to participate in the said Project on a consultancy basis.

WHEREAS, the parties (ie., IUCAA & PMC) have desired to reduce into writing the agreed terms and conditions as contained hereinafter.

**NOW IT IS HEREBY AGREED BY AND BETWEEN THE PARTIES AND
THIS AGREEMENT WITNESSETH AS FOLLOWS:**

IUCAA has appointed PMC as its Project Management Consultant for Construction of The Proposed Academic and Research Center – IUCAA 2 And Construction Of Proposed Creche And Gym Extension Building Aundh, IUCAA Campus, Pune.”

1. IUCAA has agreed to pay ----- % __.as consultancy fee to PMC on the following terms and condition:

Payment terms: (please reproduce agreed schedule)

1. *Total consultancy fee:*
 - (i) Initial payments (please specify)
 - (ii) Subsequent (please specify)
2. IUCAA has agreed to facilitate inspection of the land, for collection of data / information required by the PMC on the current status. And to provide approved building plans, technical specifications and other relevant information to the PMC for reference and discharging his/its duties of Project Management Consultant and agreed to arrange for payment of the consultant fees as per the agreed schedule, while awarding the work.
3. PMC shall supervise and conduct inspection and periodically report to IUCAA on the status of construction work and progress on the said construction project at different stages and to carry out quality & quantity checks on materials and certify bills of construction agency for processing, by IUCAA and to ensure that the buildings are constructed as per approved plan and report serious deviations for corrective action and to participate in review meetings at Pune called by IUCAA from time-to-time.

4. The parties have agreed that no amendment, modification or waiver of any provision of this MOU shall in any event be effective unless the same has been made in writing and signed by a duly authorized officer (the word ‘duly authorized officer’ means any person authorized by the Competent Authority to take necessary action in this context on behalf of the parties) of each of the parties, and approved in writing by other and any waiver or consent shall be effective only in the specific instance and for the specified purpose for which it is given.
5. The parties have agreed that by providing a written notice of one month, by either party, may terminate this Agreement. It will also terminate automatically upon the bankruptcy/insolvency of either Party or in the event of Force Majeure prohibiting its continuity
6. In the event of early termination of this Agreement for any reason (including Force Majeure), the liability of the Parties shall be restricted to the amounts that have become payable till the date of termination of MoU.
7. The parties have agreed that the confidentiality of the information, which may be transferred between the Parties from time to time as being essential to this Agreement and agree not to disclose the same to any other third party. However, each Party shall be free to disclose such information as is:
 - Part of the public domain at the time of disclosure, or;
 - Required to be disclosed in accordance with the applicable law;The obligation of Parties as defined above shall apply notwithstanding termination of this agreement as well.
8. Both the parties to the Agreement have agreed that in case, any dispute or difference of any kind whatsoever arises between the parties in connection with or arising out of or relating to or under this agreement, the parties shall promptly and in good faith negotiate with a view to its amicable resolution and settlement. In the event no amicable resolution or settlement is reached within a period of thirty (30) days from the date on which the above-mentioned dispute or difference arose, such dispute or difference shall be finally settled by arbitration. The arbitral tribunal shall consist of a sole arbitrator appointed by mutual agreement of the parties. In case of failure of the parties to mutually

agree on the name of a sole arbitrator, the arbitral tribunal shall consist of three arbitrators. Each party shall appoint one arbitrator and the two arbitrators so appointed shall jointly appoint the third arbitrator. The seat of arbitration shall be Pune and the arbitration shall be conducted in the English language. The Arbitration and Conciliation Act, 1996 shall govern the arbitral proceedings. The arbitral tribunal shall render its award as expeditiously as possible and the award rendered by the arbitral tribunal shall be final and binding on the parties. However, any unresolved dispute or difference or the initiation or continuance of the arbitral proceedings shall not be a cause for postponing or delaying the performance by the parties of their respective obligations under or pursuant to this Agreement.

9. (a) A Party shall not be liable to the other Parties for any loss, injury, delay, damages or other casualty suffered or incurred by the latter due to Force Majeure, and any failure or delay by any Party in performance of its obligations under this Agreement due to Force Majeure and shall not be considered as a breach of this Agreement.
- (b) The Party suffering Force Majeure shall notify the other Parties in writing promptly after the occurrence of such Force Majeure and shall, to the extent reasonable and lawful, use its best efforts to remove or remedy such cause. Upon the occurrence of any circumstances of Force Majeure the Party claiming Force Majeure shall use all reasonable endeavors to continue to perform its obligations under this Agreement and to minimize the adverse effects of such circumstances. Such a Party shall notify the other Parties of the steps it proposes to take including any reasonable alternative means for performance. In the event any obligation cannot be performed due to continuance of a Force Majeure event for a period of 90 days, the Parties agree that the time period for the performance of such obligation shall stand extended for an equivalent period after such time as the Force Majeure event ceases to exist.

(c) However, if in the opinion of the parties, the force majeure event is not likely to be cured within a reasonable time frame or is of such a nature as to have rendered any one or more of the project unviable or un-bankable, the parties may decide to terminate this agreement with respect to such project.

11 The parties have further agreed that any notice or other communication given or made under or in connection with the matters contemplated by this Agreement shall be in writing and in English. A Party may notify the other Parties of a change to its name, addressee, address and telex or facsimile numbers.

12 Both the parties have agreed that the duration of this Agreement is for 24 months subject to further extension till completion of the said project.

IN WITNESS WHEREOF THE PARTIES, THROUGH THEIR AUTHORIZED REPRESENTATIVES HERETO HAVE PUT THEIR HAND ON THE DATE FIRST ABOVE-MENTIONED

Signed, sealed and delivered by:

For and on behalf of IUCAA

For and on behalf of PMC

Name.....

Name

Designation

Designation

Witness:

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