



सत्यमेव जयते

**Government of Arunachal Pradesh  
Arunachal Pradesh State Council for Science & Technology  
Department of Science & Technology  
ESS-Sector, Itanagar**

**Tender No: SRSC/ADP/19/96/2020-21 Date: 10/ 02/ 2021**

**Tender DOCUMENT**

**FOR  
"SUPPLY, INSTALLATION, TESTING AND COMMISSIONING  
OF  
GRANITE BALL ELLIPSE FOUNTAIN".**

**At**

**ARUNACHAL PRADESH SCIENCE CENTRE, I.G. PARK  
Non-transferable**

**Price of Bid Document: Rs. 2900/-**

**Director cum Member Secretary  
Arunachal Pradesh State Council for Science & Technology  
ESS-Sector, Itanagar**

(Visit us at [www.ardst.arunachal.gov.in](http://www.ardst.arunachal.gov.in), [arunachaltenders.gov.in](http://arunachaltenders.gov.in))


Total No. of Pages 33

**Last Date & Time of Submission of Bid: 1700Hrs of 03.03.2021**

**Date & Time of Opening of Bid: 1100Hrs of 05.03.2021**

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**Government of Arunachal Pradesh**  
**Arunachal Pradesh State Council for Science & Technology**  
**Department of Science & Technology**  
**ESS-Sector, Itanagar**

**SECTION I**

**SRSC/ADP/19/96/2020-21**

**Date : 10/ 03/ 2021**

**NOTICE INVITING TENDER (NIT)**

1. Tenders on behalf of the Governor of Arunachal Pradesh, are invited under Two Bid System viz. Technical Bid and Financial Bid from reputed, experienced and financially sound Manufacturer/Supplier of Granite Ball Ellipse Fountain at Arunachal Pradesh Science Centre, I.G. Park, Itanagar.

Office where supply is required	Name	Quantity	Approximate Cost	Earnest Money/Security Deposit
Arunachal Pradesh Science Centre, I.G. park, Itanagar	Granite Ball Ellipse Fountain	01 (One)	Rs.14,50,000/- -	Rs.72,500/- (5% of Tender Value)

**2. Schedule:**

Date of issue of Bid Document: Bidder can download the Bid Document from **10.03.2021** from the DST website <http://www.ardst.arunachal.gov.in> or [http:// arunachaltenders.gov.in](http://arunachaltenders.gov.in) by using bidder login credentials.

Last Date & Time for receipt of tender :	03.03.2021 at 17:00 hrs.
Opening of Tender Bids(Technical bids):	05.03.2021 at 11:00 hrs.
Date & time for opening of Financial Bid for Technically qualified bidders :	05.03.2021
Place of opening the Tenders :	O/o Director cum Member Secretary, A.P. State Council for Science & Technology, ESS-Sector, 3 <sup>rd</sup> Floor, Itanagar-791113
Bid Validity Period/Validity of Bid offer for Acceptance by APSCST	90 days from the date of opening of the tender.

**3. Accessibility of Tender Document:**

Tender document can be obtained by downloading it from the website [http:// arunachaltenders.gov.in](http://arunachaltenders.gov.in) Or [www.ardst.arunachal.gov.in](http://www.ardst.arunachal.gov.in)

**4. Cost of Tender Document:**

DD for an amount of Rs.2900/- (Rupees Two Thousand Nine Hundred only) (non-refundable) from Nationalized / Scheduled bank drawn in favour of "**Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology**" payable at Itanagar has to be submitted with tender documents towards tender document fee failing of which the tender bid will be rejected. Bidders are requested to write their name and full address at the back of the Bank Draft submitted.

**5. Earnest Money Deposit (EMD)/Security Deposit:**

The applicant has to deposit Earnest Money Deposit (EMD)/Security Deposit of Rs.72,500/- (Rupees Seventy Two Thousand Five Hundred only) in the form of a DD from Nationalized / Scheduled bank drawn in favour of "**Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology**" payable at Itanagar, failing of which the tender bid will be rejected.

**6. Submission of Tenders:**

Sealed two part tenders super scribing the name of work are to be submitted to the Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, ESS-Sector, Itanagar, 791 113 through "SPEED POST/REGISTERED POST or BY HAND" on or before 16:00 Hours of 03/03/2021 .

7. The Department reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without assigning any reason. The decision of the Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, Department of Science & Technology, Govt. of Arunachal Pradesh, Itanagar, in this regard shall be final and binding on all.

8. The aforesaid DDs towards cost for Tender Document and EMD/Security Deposit should be accompanied with the tender and reched to tender inviting authority i.e. **Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, Department of Science & Technology. Govt. of Arunachal Pradesh, Ess-Sector, Itanagar-791113** on or before 17:00 hrs on 03.03.2021 . The DD towards the cost of Tender Document and that towards the **Earnest Money Deposit should bear the date after the date of NIT.**

9. For Tender to be submitted offline: The envelope should be super scribed

**"Tender for Supply, Installation, Testing and Commissioning of Granite Ball Ellipse Fountain at Arunachal Pradesh Science Centre, A.P. State Council for Science & Technology, Department of Science & Technology, Govt. of Arunachal Pradesh, Itanagar.**

**Tender No: SRSC/ADP/19/96/2020-21 Date : 10/ 02/ 2021**

**Do Not Open Before: 1100 Hrs on 05.03.2021"**

**Director cum Member Secretary  
Arunachal Pradesh State Council for Science & Technology  
ESS-Sector, Itanagar**

**SECTION – II**  
**CONTRACT DATA/ INSTRUCTIONS TO BIDDERS**

<b>Sl.No.</b>	<b>Description</b>	<b>Details</b>
	<b>General Information</b>	
1	Name of Work	Supply, installation, testing and commissioning of Granite Ball Ellipse Fountain at Arunachal Pradesh Science Centre, I.G. Park, Itanagar.
2.	Employer	Arunachal Pradesh State Council for Science & Technology, Itanagar
3.	Employer's Representative	Curator, Arunachal Pradesh Science Centre, I.G. park, Itanagar
4.	Estimated Cost	Rs.14.50 lakh
	<b>BID INFORMATION</b>	
5.	Intended completion period/Time period assigned for completion	90 days (Ninety Days)
6.	Last date & Time of receipt of Bid	03/03/2021 up to 17.00 Hours
7.	Cost of Bid Document	Rs.2900.00 (Rupees Two Thousand Nine Hundred) only in shape of DD along with the tender document drawn on any nationalized bank in favour of Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, Itanagar.
8.	EMD	Rs.72,500.00 only in shape of DD along with the tender document drawn on any nationalized bank in favour of Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, Itanagar.
9.	Bid validity period	<b>90 days</b>
10.	Currency of payment for contract	INR
11.	Language of contract	English

## INSTRUCTIONS TO BIDDERS

### 1. **Definitions:**

- i. "The purchaser" means the Arunachal Pradesh State Council for Science & Technology (APSCST), Department of Science & Technology, Government of Arunachal Pradesh, Itanagar.
- ii. "The bidder" means the individual or firm who participates in this tender and submits its bid.
- iii. "The supplier" means the individual or firm providing supply under contract.
- iv. The Services means all the Services, which the supplier is required to provide to the purchaser under the contract.
- v. Letter Of Acceptance (LOA) means the written communication to the successful bidder from the purchaser to accept the tender as per the terms & conditions contained & referred there in.
- vi. "The Purchase/Work Order" means the written order placed by the purchaser on the supplier signed by purchaser including all section incorporated by reference therein. The purchase/work order shall be deemed as "Contract" appearing in the document.
- vii. "The contract Price" means the price payable to the supplier under the purchase order/work order for the full & proper compliance of his contractual obligations.
- viii. The records, terms & expressions not specifically defined herein or in the tender documents, shall have the same meaning assigned to them, as the case may be. The Head notes are for guidance only & shall not affect the interpretation or construction of any provision thereof in the tender documents.
- ix. Date of receipt of communication of purchase/work order will be taken as actual date of receipt or 15 days from date of dispatch in case of postal delivery; whichever is earlier unless specifically mentioned.

### 2. **Eligibility Criteria**

- a) Bidder must be a company that should be registered with Registrar of Companies.
- b) Bidder should have at least three year of continuous Experience during the last five years in .
- c) **Bidder should have an Annual turnover of Rs. 1 Crore for last three financial years.** Proof thereof in terms of a Certificate from CA stating the Annual Turnover for last three Financial Years

(i.e. FY 2017-18, FY 2018-19, FY 2019-2020)

- d) **Bidder should have completed one similar work** with Science Centre/Museums or Park, in last 3 years.
- e) Bidder must have **PAN/TAN/GIR card**
- f) Bidder must have **Service tax registration**
- g) Bidder should have **EPF and ESI registration** with competent authority.

3. **Cost of Bidding**

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

4. **Bid Document**

i. **This document consists of following sections:**

- a) Notice Inviting Tender - Section I
- b) Instructions to Bidders - Section II
- c) General (Commercial) Conditions of Contract - Section III
- d) Special Conditions of the Contract/Schedule of Requirement - Section IV
- e) Format of Letter of Acceptance - Section V
- f) Format for Agreement – Section- VI
- g) Format for Affidavit - VII
- h) Bidder's Detail - Section VIII
- i) Check list - Section IX
- j) Declaration regarding Website Downloaded & Non tampered Tender Documents- Section X
- k) Declaration regarding Blacklisting/Non Blacklisting - Section XI
- l) Pre receipt for Refund of EMD –Section XII
- m) Declaration regarding Acceptance to the Terms & Conditions of the tender – Section XIII

- ii. The bidder is required to examine all instructions, forms, terms and specifications in the Bid document. Failure to furnish all or any of the information required as per Bid document or submission of the bids not being substantive may result in rejection of the bid.

- iii. A prospective bidder requiring any clarification on the Bid documents shall have to intimate this office in writing. This office shall respond in writing to any such request which it receives not later than 3 days prior to the date of closing of Tender.

5. **Amendment to bid document**

- i. At any time, prior to the date of submission of Bids, APSCST, Itanagar may, for any reason, whether on its own initiative or in response to any clarification sought by a bidder, shall modify bid documents by amendments and the same will be uploaded on the portal and these amendments will be binding on bidders.
- ii. In order to afford prospective bidders a reasonable time to take the amendment in to account in preparing their bids, the APSCST may, at its discretion, shall extend the deadline for the submission of bids suitably. Any amendment to the Bid document shall also be uploaded in the web site as and when it is made.
- iii. Bidders who download the Bid document through internet are to take care of these amendments while submitting their bids.

6. **Bid Form**

The bidder must complete the Bidder's Detail as per Section VIII and enclose with the bid documents.

7. **Bid Price:**

- i. Instructions for Filling of Technical & Financial Bid are given in Section II, III & IV.
- ii. The rates quoted by the tenderer must be reasonable & logical. The tender can be rejected on the basis of unreasonable or illogical rates.
- iii. **Bid Price shall be quoted inclusive of applicable taxes, duties, levies etc.** Wages and applicable statutory taxes, duties, levies etc. will be reimbursed by the purchaser. However, at the time of claiming, taxes, duties and levies etc. applicable should be specifically indicated in the bills. Copies of notifications issued by authorities concerned specifying applicability & rates should be submitted to the purchaser along with the first bill and subsequently in case of any changes.
- iv. **The price quoted by the bidder shall remain fixed during entire period of contract and shall not be subject to variation. A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.**

8. **Earnest Money/Security Deposit:**

- i. The Earnest Money/Security Deposit is required to protect the Purchaser's interests against the risk of bidder's conduct, which would warrant forfeiture of the bid security.



- ii. **An Earnest Money/Security Deposit (EMD) of Rs. 72,500/-** as mentioned in NIT in the form of A/C payee Demand Draft drawn in favor of the "**Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology**" payable at Itanagar, from a nationalized/scheduled bank, shall be paid as directed in NIT.
- iii. Amount or amounts payable, if any, to the bidder or the bid security furnished by the bidder in respect of an earlier bid, shall not be adjustable against this bid.
- iv. The amount deposited as EMD/bid security shall carry no interest during the entire period it remains with Arunachal Pradesh State Council for Science & Technology, Department of Science & Technology, Govt. of Arunachal Pradesh, Itanagar.
- v. The **Earnest Money Deposit** of the unsuccessful tenderer will be refunded without interest within reasonable time after final decision of the tender, **normally within six months** from the date of opening of tenders.
- vi. The **Earnest Money/Security Deposit** of the successful bidder will also **be returned without interest within reasonable time** after final decision of the tender, **normally after warranty period**.
- vii. The bid security (EMD) shall be forfeited:
  - a. If the bidder withdraws his bid during the period of bid validity; or
  - b. In the case of a successful bidder, if the bidder fails to sign the contract and/or fails to furnish after sales service during warranty period in accordance to the relevant clauses of the documents(s).

**A bid not secured in accordance to the above mentioned Clause, shall be summarily rejected as a non-responsive bid.**

9. **Filling of Bid Document**

- i. The Bidder's Details, Declarations and Documents in support of Eligibility Criteria shall be either typed or printed or neatly hand written and should be signed and stamped by the person duly authorised by the Bidding Company. (Please refer the checklist at Section IX)
- ii. Violation of the above clause will lead to the rejection of the tender.

10. **Submission of Bid :**

The sealed bid along with the necessary documents should reach to the O/o Director cum Member Secretary, Arunachal Pradesh State Council for Science & Technology, Department of Science & Technology, Govt. of Arunachal Pradesh, Itanagar 791113 on or before 17:00 hrs of 03.03.2021 . Tender have to be submitted offline only in two bid systems i.e (i) technical bid and (ii) financial bid in their

own/prescribed proforma. All the copy of documents in support of eligibility criteria etc. are also to be enclosed along with the tender documents. The list of documents to be submitted along with technical bid and financial bid are detailed in clause No.15 of Section-II of Tender Document.

11. **Modification & Withdrawal of bids.**

The bidder may modify or withdraw his bid after bid submission provided that the written notice of the modification/withdrawal as well as the modification/withdrawal itself is done prior to the deadline prescribed for submission of bid.

12. **Summary Rejection of Bid:**

One or more of the following reasons will render a bid liable to be rejected summarily:-

- i. A bid not secured in accordance with Clause 8 of section II of the bid document.
- ii. If DD of Rs. 2900/- towards the **tender document fee** is not submitted along with the bid documents.
- iii. A Conditional bid or a bid with conditions other than those specified in the tender documents.
- iv. A bid received with validity for a shorter period than prescribed.
- v. Documents establishing eligibility as per clause 2 not submitted.
- vi. Any attempt to negotiate directly or indirectly by tenderers with the authority to whom the tender is submitted or with the authority who is competent to accept the tender or endeavours to secure interest for actual or prospective tender or to influence by any means will disqualify the tender and same will be summarily rejected

13. **Evaluation:**

- i All bids will be examined for responsiveness with respect to terms & conditions in the bid document.
- ii. Thereafter the evaluation will be done for substantively responsive bids only.
- iii. A substantively responsive bid is one that conforms to all the terms and conditions of the Tender Documents without any material deviations. The bid's responsiveness shall be based on the contents of the bid itself without recourse to any extrinsic material.
- iv. A bid determined as substantively non-responsive shall be rejected.

- v. The bidder(s) shall not be permitted to make corrections after opening of bid to make such bid(s) substantively responsive.
- vi. The purchaser is not bound to accept the lowest or any tender and reserves the right to accept the whole or any part of the tender and of allotting the quantities offered. The bidders shall supply the quantities as decided by the purchaser at the approved rates.
- vii. The purchaser may waive minor non-conformance or irregularity(s) in a bid, which does not constitute a material deviation, provided such a waiver does not prejudice or affect the relative ranking of the bid(s).

14. **Commercial Evaluation of Substantively Responsive Bids:**

On bid opening day mentioned in the NIT only the bids will be opened which will be evaluated for responsiveness. Financial bids of those bidders whose technical bids are found to be responsive only will be opened and commercially evaluated, on a same date.

15. **Documents comprising the bid**

The submitted bid document shall comprise the following components:-

**A. Technical Bid:-PART-A**

Technical Bid should contain the complete specifications and technical details required for evaluation of the tender and the equipments offered. Following details should invariably form part of the technical bid.

- I. Bidder's Detail duly filled (as per section VIII).
- II. EMD of an amount of Rs, 72,500.00 (Rupees Seventy Two Thousand Five Hundred0 only..
- III. Cost of the tender document i.e document fee of an amount of Rs.2900/- (Rupees Two Thousand Nine Hundred0 only.
- IV. Documentary evidence established in accordance with clause 2 that the bidder is eligible to bid and is qualified to perform the contract if his bid is accepted. The following documents are to be enclosed with.
  - a) Self attested copy of Certificate of Incorporation from Registrar of Companies in respect of clause 2(a) of Section II
  - b) Self attested copy of Article/Memorandum of Association of the Company in respect of clause 2(a) of Section II
  - c) Certificate from CA stating the Annual Turnover for last three Financial Years (i.e. FY 2017-18, FY 2018-19, fy 2019-20) thereby validating **an Annual turnover of Rs. 1 Crore for last three financial years** in respect of Clause 2(d) of Section II
  - d) Self attested copy of PAN/GIR card of the Company in respect of clause 2(h)
  - e) Self attested copy of the ESI & EPF Certificate of the Company in respect of clause 2(g).

- f) Self attested copy of the Service tax registration of the Company in respect of clause 2(f).
  - g) Self attested copy of experience certificates, work orders etc. Establishing at least three years' experience (during the last 5 years) of installation testing and commissioning of Granite ball Ellipse Fountain to science centre/museums or park, etc. in respect of clause no. 2(b).
  - h) Self attested copy of experience certificates establishing an experience of similar work at science centre, museum, park, etc. in respect of clause no. 2(e).
- V. Declaration regarding **Website Downloaded & Non-tampered Tender** Document (Section X)
  - VI. Declaration regarding **Blacklisting/Non-blacklisting** (Section XI)
  - VII. **Pre receipt for refund of EMD** (Section XII)
  - VIII. Declaration regarding acceptance to terms and conditions of the tender (Section XIII)
  - IX. Manufacturer's name, address, relevant Literature /Brochures of equipment shows warranty, warranty terms list of installation and performance reports.
  - X. Terms and Conditions of Sale and Installation of equipment if any.
  - XI. Authority letter in case the bidder is not the manufacturer.
  - XII. The approximate dimensions of the packages and weight of consignment are to be indicated.
  - XIII. Details of service that will be needed for installation and further running of the system as well as after sales service offered should be clearly mentioned in the tender.
  - XIV. Technical Drawings should be complete in all respect to operate the system without any problem. If the manuals are on chargeable basis, the same should be specified in the offer (in commercial bid).
  - XV. The Bidder has to state in detail the Electrical Power requirements, floor space, other structural details, foundation needed etc. with supporting drawings.
  - XVI. The power supply available at site is in single phase 210 volts 50 Hertz and three phase 415 volts, 50 Hertz alternating current supply system and all the equipments supplied should be made to operate in the above power supply system.
  - XVII. The Bidder is advised to visit the proposed site at Arunachal Pradesh Science Centre, Itanagar where the installations are to be carried out, before submitting their tender.
  - XVIII. The details like address, telephone number and name of the contact person of reputed Organization in India and Arunachal Pradesh in particular where the Bidder/Manufacturer has supplied the similar equipment if any be attached along with the satisfactory performance report of the equipments from the user Organization along with Technical Bid.
  - XIX. It is the duty of the supplier to ascertain that the system supplied by them has to fit to the existing area and function effectively and efficiently as per the specification.
  - XX. The following documents showing technical details should be accompanied with the Technical bid.

- a) Drawings for basic fountain design, **pools**, pump etc.
- b) Technical details of the Electric pumps pipe work and connections, etc.
- c) Technical details about the Ellipse Fountain.
- d) Details about the Electrical supply wirings and panel details including load conditions

XXI. The technical bid should also contain the following information.

- a) Profile &Track Record of the Manufacturer Company. In case of Dealer who represents the manufacturing company shall furnish the same on behalf of the company.
- b) Names of Board of Directors /Partners/Promoters, as applicable.
- c) Details of Technical Staff and Administrative Staff with bio-data of key personnel.
- d) A Copy of the video CD/DVD for demonstrating relevant products with respect to Tender.
- e) Complete Office address with relevant phone numbers of two key personnel representing Management, Design, Manufacturing, Sales and After Sales Service Department should be submitted, without failure.

All the above documents are to be accompanied with tender documents.

At any point of time original documents may be asked for verification. In case originals are not produced before due date bids may be rejected.

**B. Financial bid :- PART-B**

Financial Bid must consist of following information:

- i. The cost of the items should be mentioned clearly in the Commercial Bid only. The supplier has to supply the required essential spares for trouble free running of the system for a period of two years apart from warranty period free of cost along with the consignment.
- ii. The equipment should have a life span of more than ten years. Hence Commercial offer should also contain rates for Comprehensive Annual Maintenance Contract (including all necessary spare parts, consumables and labour) and Non Comprehensive Annual Maintenance Contract (Labour only) for a period of three years after warranty. Free service after warranty period is preferred and has to be mentioned.

- iii. AMC rates and prices of spare parts will also be taken into account for commercial evaluation of the tender. Any breakdown call during the currency of the contract has to be attended by the contractor.
- iv. The supplier has to carry out the required maintenance works during the AMC period (post warranty period) as per the contract and if the supplier does not execute the work APSCST authority reserves the right to inform to Government to black list the bidder.
- v. Discount/Special Offer if any should be reflected in Commercial Bid.
- vi. If the supplier /manufacturer have supplied identical or similar equipment to other organizations the details of such installations for the proceeding three years should be given together with the prices eventually or finally paid in the Commercial Bid.
- vii. The offer should contain the Basic Price and Percentage of Excise Duty, GST and other applicable levies should be shown separately. The rates should be inclusive of all charges including installation testing/commissioning and for reaching the equipment up to Arunachal Pradesh Science Centre, Itanagar.

16. **Signing of Tender:**

**Document authorizing the signatory to sign the tender on behalf of company should be attached with the Bidder's Detail.**

## SECTION - III

### GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

#### **1. Application**

Submission of bid against this offer shall bind the bidder for the acceptance of all the conditions specified herein or in NIT.

#### **2. Period of validity of bids**

- i. The bid shall remain valid for 90 days after the date of opening of bids. A bid valid for a shorter period shall be rejected by Director cum Member Secretary, APSCST, Itanagar, as nonresponsive.
- ii. A Bidder accepting the request of Director cum Member Secretary, APSCST, Itanagar, for an extension to the period of bid validity, in exceptional circumstances, will not be permitted to modify bid.

#### **3. Cancellation of bid**

Director cum Member Secretary, APSCST, Itanagar, reserves the right to cancel the bid (Tender) partly or fully without assigning any reason at any point of time.

#### **4. Contacting the Purchaser**

No bidder shall try to influence the Purchaser on any matter relating to its bid, at any stage. Any effort by a bidder to influence the Purchaser in the Purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

#### **5. Award of Contract**

Director cum Member Secretary, APSCST, Itanagar, shall consider placement of letter of acceptance to the bidder whose offer has been found technically, commercially and financially acceptable.

#### **6. Acceptance of Award**

The bidder, within 10 days of issue of letter of acceptance, shall execute the agreement as per the **Section VI** on a non-judicial stamp paper of Rs. 100/- the cost of which will be borne by the tenderer himself.

## **7. Work Order**

The final Work Order will be issued only after the execution of the agreement (as per Section VI) on a non-judicial stamp paper of Rs. 100/- (One hundred only) at his own cost and in the form annexed hereto to the effect that the tenderer and APSCST are bound by the terms and conditions of agreement which in turn, will be the same terms and conditions of tender document.

## **8. Annulment of Award**

Failure of the successful bidder to comply with the requirement of Clause 6 of this section shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event Director cum Member Secretary may make the award to any other bidder at the discretion of Director cum Member Secretary, APSCST, Itanagar or call for new bids.

## **9. Signing of Contract**

Signing of Agreement shall constitute the award of the contract on the bidder.

## **10. Right to vary quantities**

Director cum Member Secretary (APSCST, Itanagar) reserves the right at the time of award of contract or at any time during the contract period, to add or omit the additional facility up to 25%.

## **11. Payment Terms**

No advance payment shall be made by the APSCST on any circumstances. Payment shall be released within 30 (Thirty) working days from the date of receipt of invoice/bill duly supported by receipted challan subject to satisfactory inspection report of the ordered material issued by the competent authority of the APSCST.

## **12. Warranty**

- i. The equipment and system have an ON Site warranty for trouble free performance for a period of minimum two years from the date of Installation/Commissioning and Acceptance by APSCST. In case of any break down during warranty period for more than seven days, the period of warranty will be extended by the period of break down during the warranty period.



- ii. The defects, if any, during the warranty period are to be rectified free of charges to APSCST, by arranging free replacement wherever necessary.
- iii. Details of onsite warranty, agency that shall maintain during warranty and undertake Annual Maintenance Contract/Comprehensive /non comprehensive Service Maintenance Contract beyond warranty shall be given in the offer.
- iv. The supply of spare parts is to be guaranteed at least for a period of ten years after the supply of equipment and the same need to be mentioned in the agreement.
- v. After successful installation the supplier has to ensure minimum down time of equipment/instrument in case of break down. If the identified firm or person fails to put the system into working condition APSCST will have rights to claim damages from the Contractor. If the contractor fails to guarantee an uptime above 98% or fails to put back the equipment within seven days of break down, the warranty period/AMC period will be extended by the number of days in break down condition

**13. Delays in the Supplier's Performance**

- i. Services under the contract shall be provided strictly in accordance with the schedule specified in the purchase/work order.
- ii. Delay(s) in the performance of service obligations shall render the supplier liable to any or all; of the following sanctions i.e. forfeiture of Earnest Money/Security Deposit, imposition of liquidated damages and/or termination of the contract for default, and/or barring the supplier for 3 years.
- iii. If at any time during performance of the contract, the supplier should encounter conditions impeding timely delivery of the services, the supplier shall promptly notify the purchaser in writing of the full fact about the delay, its likely duration & cause(s). As soon as practicable after receipt of the supplier's notice, the discretion to extend the period for performance of the contract after mutual discussions, lies with the purchaser i.e. Director cum Member Secretary (APSCST, Itanagar).

#### **14. Termination of Contract**

- i. In case of any default by the contractor in any of the terms and conditions, APSCST may without prejudice to any other right/remedy which shall have accrued or shall accrue thereafter, terminate the contract, in whole or in part, by giving one week's notice in writing to contractor/ bidder.
- ii. All instructions, notices and communications etc. under the contract issued in writing and if sent to the last known place of business, shall be deemed to be served on the date, even in ordinary course of post, these would have been delivered to the contractor.
- iii. Notwithstanding anything contained herein, APSCST also reserves the right to terminate the contract at any time or stage during the period of contract, by giving one week's notice in writing without assigning any reason and without incurring any financial liability whatsoever to the contractor.

#### **15. Termination for insolvency**

Director cum Member Secretary (APSCST, Itanagar) may also by giving written notice and without compensation to the contractor terminate the contract if the contractor becomes unwilling, bankrupt or otherwise insolvent without affecting its right of action or remedy as purchaser.

#### **16. Force Majeure**

If at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockage or act of God (Hereinafter referred to as events) provided notice of happenings, of any such eventuality and given by either party to the other within 21 days from the date of occurrence thereof, neither party shall be responsible of such events and be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such performance or delay in performance under the contract. The contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Director cum Member Secretary (APSCST, Itanagar) as to whether the supplies have been so resumed or not shall be final and conclusive.

#### **17. Disputes and Arbitration**

In the case of any dispute or difference between the parties of the contract entered into, either during or after the completion of the work or after termination abandonment or breach of contract or as to the interpretation of the provisions of the contract or as to any matter of thing arising there under except as to any matter left to the discretion of APSCST under clauses of contract, such dispute or difference shall be referred to the Civil Courts of Itanagar and the jurisdiction of such matters will be confirmed to the competent Courts and forum in Itanagar.

#### **18. Set Off**

Any sum of money due and payable to the contractor (including security deposit refundable to him) under the contract may be appropriated by Director cum Member Secretary (APSCST, Itanagar) and set off the same against any claim of Director cum Member Secretary (APSCST, Itanagar) for payment of a sum of money arising out of this contract or under any other contract made by contractor with Director cum Member Secretary (APSCST, Itanagar).

#### **19. Breach of Tender Conditions**

In case of breach of any tender condition, delay or non-performance purchaser may take all or any of the following actions:

- i. Forfeiture of EMD cum SD
- ii. Cancellation of contract
- iii. Barring participation of bidder in all future tenders of APSCST for a period of 3 years or more

#### **20. Right to Cancel the Contract**

- i. The purchaser shall have the right to cancel the contract wholly or in part in the event he is obliged to do so on account of any decline, diminution, curtailment or stoppage of the work(s), by giving one week notice.
- ii. The purchaser shall have the right to cancel the contract & forfeit EMD cum SD if subsequently it is found that the approved contractor is a "Member of Family" of a "Government servant".

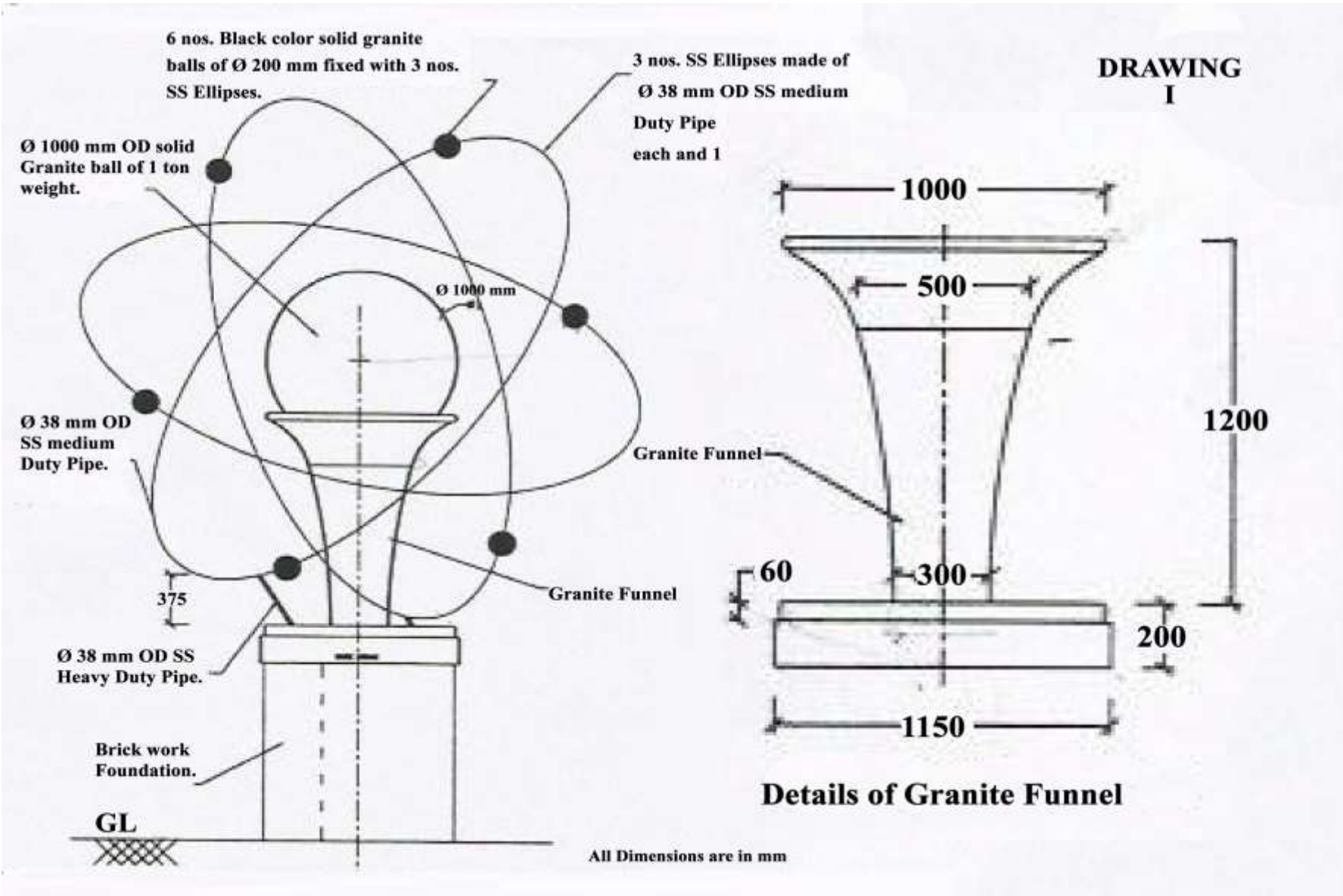
## Section IV

### 1. SCOPE OF WORK

Design, Fabrication, Supply, Installation, Testing and Commissioning of Granite Ellipse Ball Fountain including Training to Staff.

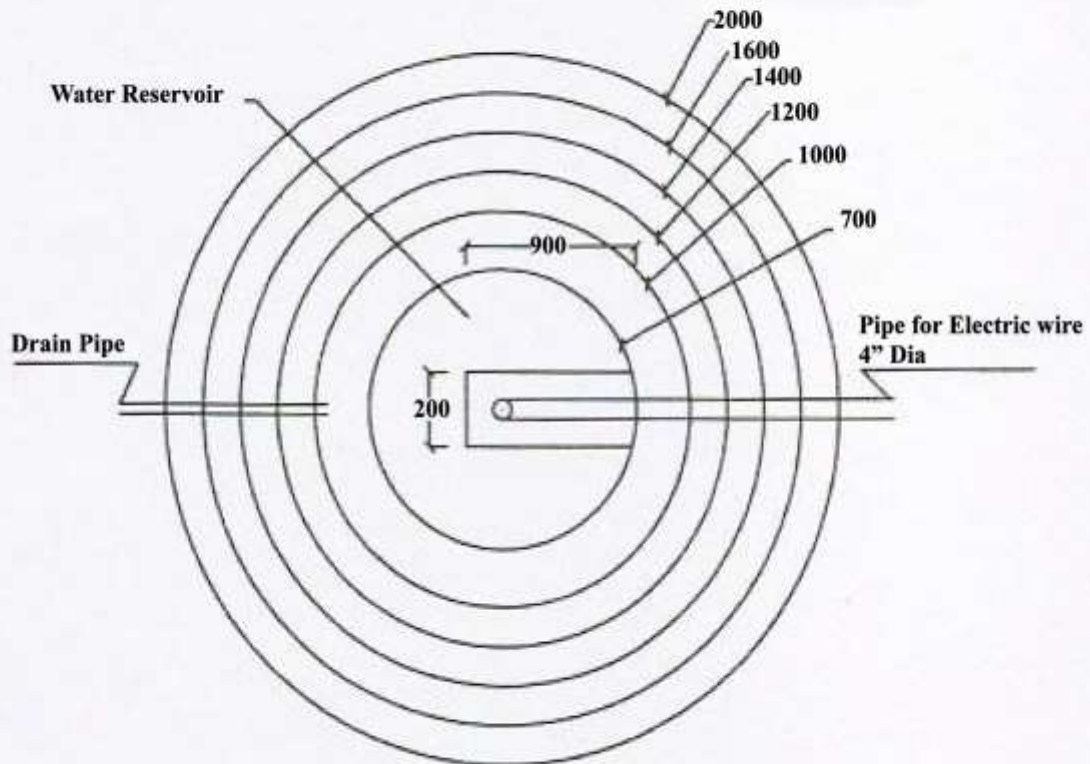
### 2. SPECIFICATION OF GRANITE ELLIPSE BALL FOUNTAIN

1. Solid Granite Ball = 1 metre diameter with perfect spherical shape.  
Ball Weight = 1 Ton (Approximate),  
Ball Colour = Black/Brown single piece granite sphere with mirror finish.
2. Granite Funnel: Shape as per drawing. Colour: = Black/Brown with mirror finish.
3. Ellipse: 3 Nos stainless Steel made of 38 mm OD medium duty IS-304 non magnetic SS pipes.  
Major Axis: 3 metre each  
Minor Axis: 1.7 metre each.
4. The Solid Granite Ball shall be supported with a funnel shape granite base and the ellipse should be attached to a granite circular base as shown in the drawing.
5. Granite ball and 3 nos ellipse structures shall rotate clock wise and anti-clockwise separately with water pressure.
6. Pumps: Submersible or suitable pumps (Kirlosker make) for getting the required pressure for rotating the solid granite ball and base of the 3 Nos Stainless Steel ellipse structure. The type, power, model, make and other specifications of the pumps should be mentioned.
3. Frame: The supporting stands of the fountain frame should of suitable non corrosive sections. The materials and dimension details of the sections need to be mentioned.
4. Pipes: Using suitable non corrosive sections. The material and dimension details of the pipes need to be specified.
5. Cables: ISI certified submersible cables or equivalent, suitable for the proper functioning of fountain. Their make and specification should be mentioned.
6. Lights: ISI certified submersible, water resistant colored lights or equivalent lights with multiple colours. Total number of lights and Specification of lights should be mentioned.
7. Safety Standards: The entire system should conform to all safety standards demanded world wide. The details of all safety codes under which the system has to work are to be specified. The supplier has to furnish a Certificate in this regard.
8. Water Pool Size = 11m diameter. The details of drawing should be enclosed.

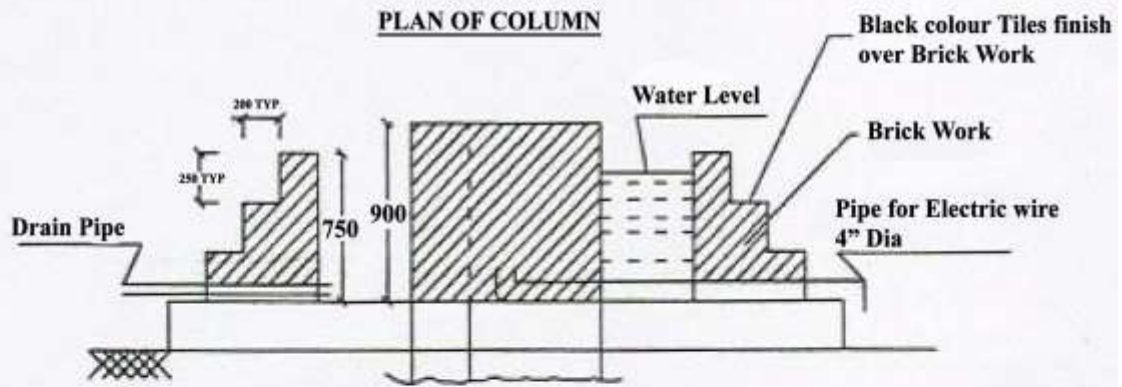


*Mugger*

DRAWING  
II



PLAN OF COLUMN



ELEVATION OF ELLIPSE BALL FOUNTAIN & COLUMN



**Granite Ball Ellipse Fountain**  
Granite Ball Diameter = 1 metre and Weight = 1 ton  
Three 38 mm diameter S.S. pipe Ellipses  
with 3 meter major axis & 1.7 meter minor axis.



**Site Image**



**SECTION-V**

**LETTER OF ACCEPTANCE (LOA)**

No. \_\_\_\_\_

Dated: \_\_\_\_\_

To,

M/s. \_\_\_\_\_  
(Name and address of the contractor)

Subject: \_\_\_\_\_

(Name of the work as appearing in the bid for the. work)

Dear Sir(s),

Your bid for the work mentioned above has been accepted on behalf of the Arunachal Pradesh state Council for Science & Technology, Itanagar, at your bided percentage \_\_\_\_\_ below/ above or at par the Bill of Quantities and item wise rates given therein.

You are requested to submit within 15 (Fifteen) days from the date of issue of this letter:

- a. The performance security/ performance guarantee of Rs. \_\_\_\_\_ (in-figures) (Rupees \_\_\_\_\_ in words only). The performance security shall be in the shape of term deposit receipt / bank guarantee of any nationalized / schedule commercial bank valid up to three months after the expiry of defects liability period.
- b. Sign the contract agreement.

Please note that the time allowed for carrying-out the work as entered in the bid is \_\_\_\_\_ months including/ excluding rainy season, shall be reckoned from the date of signing the-contract agreement.

Signing the contract agreement shall be reckoned as intimation to commencement of work and no separate letter for commencement of work is required. Therefore, after signing of the agreement, you are directed to contact the Engineer-in-charge for taking the possession of site and necessary instructions to start the work.

Yours Faithfully

Director cum Member Secretary

**SECTION-VI**

**AGREEMENT**

This agreement, made on the \_\_\_\_\_ day of \_\_\_\_\_ between: \_\_\_\_\_ (name and address of Employer) (hereinafter called "the Employer) and \_\_\_\_\_ (name and address of contractor) hereinafter called "the Contractor" of the other part.

Whereas the Employer is desirous that the Contractor execute \_\_\_\_\_ (name and identification number of Contract) (hereinafter called "the Works") and the Employer has accepted the Bid by the Contractor for the execution and completion of such Works and the remedying of any defects therein, at a cost of Rs.....

**NOW THIS AGREEMENT WITNESSED as follows:**

1. In this Agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to and they shall be deemed to form and be read and construed as part of this Agreement.
2. In consideration of the payments to be made by the Employer to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Employer to execute and complete the Works and remedy any defects therein in conformity in all aspects with the provisions of the contract.
3. The Employer hereby covenants to pay the Contractor in consideration of the execution and completion of the Works and the remedying the defects wherein Contract Price or such other Sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.
4. The following documents shall be deemed to form and be ready and construed as part of this Agreement viz.
  - i. Letter of Acceptance
  - ii. Contractor's Bid
  - iii. Condition of Contract: General and Special -
  - iv. Contract Data
  - v. - Bid Data
  - vi. Drawings
  - vii. Schedule of requirements and
  - viii. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed where of the parties there to have caused this Agreement to be executed the day and year first before written.

The Common Seal of \_\_\_\_\_ was hereunto affixed in the presence of:

Signed, Sealed and Delivered by the said \_\_\_\_\_ in the presence of:

Binding Signature of Employer \_\_\_\_\_

Binding Signature of Contractor \_\_\_\_\_

**SECTION VII**  
**|| AFFIDAVIT ||**  
**(To be contained in Envelope A)**  
*(On Non Judicial stamp of Rs. 100)*

I/We \_\_\_\_\_ who is / are \_\_\_\_\_ (status in the firm / company) and competent for submission of the affidavit on behalf of M/S \_\_\_\_\_ (contractor) do solemnly affirm an oath and state that :

I/We am / are fully satisfied for the correctness of the certificates/ records submitted in support of the following information in bid documents which are being submitted in response to notice inviting tender No. \_\_\_\_\_ for \_\_\_\_\_ (name of work) dated \_\_\_\_\_ issued by the \_\_\_\_\_ (name of the Department).

I/We am/ are fully responsible for the correctness of following self- certified information / documents and certificates.

1. That the self – certified information given in the bid document is fully true and authentic.
2. That :
  - a. Term deposit receipt deposited as earnest money, demand draft for cost of bid document and other relevant documents provided by the Bank are authentic.
  - b. Information regarding financial qualification and annual turnover is correct.
  - c. Information regarding various technical qualifications is correct.
3. No. close relative of the undersigned and our firm/company is working in the department.

**Or**

Following close relatives are working in the department:

Name \_\_\_\_\_ - Post \_\_\_\_\_ present Posting \_\_\_\_\_

Signature with seal of the Deponent (bidder)

I/We, \_\_\_\_\_ above deponent do hereby certify that the facts mentioned in above paras 1 to 4 are correct to the best of my knowledge and belief.

Verified today \_\_\_\_\_ (dated) at \_\_\_\_\_ (place).

**Signature with seal of the Deponent (bidder)**

*Note : Affidavit duly notarized in original shall reach at least one calendar day before opening of the bid.*

**SECTION – VIII**

**BIDDER's DETAIL**

For supply, installation, testing and commissioning of “Granite Ball Elipse Fountain” at Arunachal Pradesh Science Centre, A.P. State Council for Science & Technology, Department of Science & Technology, Govt. of Arunachal Pradesh, Itanagar.

1. Name of Tendering Company : \_\_\_\_\_

2. Name of Authorised Signatory : \_\_\_\_\_

3. Full Address of Reg. Office : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ FAX No.: \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

4. Full address of Operating Branch Office (if any) : \_\_\_\_\_

Telephone No. : \_\_\_\_\_ FAX No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

6. PAN / GIR No. : \_\_\_\_\_

9. E.S.I. Registration No. : \_\_\_\_\_

9. Turnover of the Company for the financial year:-

a) 2016-17 : Rs. \_\_\_\_\_ Lakhs. b) 2017-18 : Rs. \_\_\_\_\_ Lakhs. c) 2018-19 : Rs. \_\_\_\_\_ Lakhs.

10. Whether valid labour license is available : Yes/No

**11. Document authorizing the signatory to sign the tender on behalf of the company should be attached with this Section VI**

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - IX**

**CHECK LIST**

A. Check list of documents (All documents should be signed, stamped, serially arranged/ indexed and enclosed under Technical Bid)

<b>Sr. No.</b>	<b>Particulars of Document</b>	<b>Whether Enclosed (Yes/No)</b>
1	<b>Bidder's Detail</b> (as per Section VIII)	
2	Scanned copy of the of the DD for <b>EMD of Rs. 72,500/</b>	
3	Scanned copy of the DD for <b>Cost of Tender Document of Rs. 2900/-</b>	
4	Self attested copy of <b>Certificate of Incorporation</b>	
5	Self attested copy of <b>AoA/MoA</b>	
7	Certificate from CA stating the Annual Turnover for <b>last 3 FYs (i.e. 2017-18, 2018-19 &amp; 2019-20)</b>	
9	Self attested copy of <b>PAN/GIR card,</b>	
10	Self attested copy of <b>experience certificates,</b> work orders etc. establishing experience <b>of at least three years</b> (within the last 5 years) of supplying, Installation and Commissioning of Granite Ball fountain to science centre/museum, park etc.	
12	<b>Declaration/Proforma as prescribed in Section X to Section XIII</b>	

- I. **Technical Bid – All documents from Sr. No. 1 to 12 (as mentioned in the above checklist) must be signed and stamped by the authorized signatory. They must then be properly indexed, and enclosed under Technical Bid.**
  
- II. **Financial Bid – Financial Bid (as per guide line mentioned in Section II & III) must be signed and stamped by the authorized signatory. They must then be properly indexed, and enclosed under Financial Bid.**

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - X**

**DECLARATION FOR WEBSITE DOWNLOADED & NON TAMPERED TENDER DOCUMENT**

I/We Director(s)/Authorized Signatory of M/s -----, hereby declare that I/We have downloaded the Tender Document from the website <http://www.arunachaltenders.gov.in> or [www.ardst.arunachal.gov.in](http://www.ardst.arunachal.gov.in) and I/We have not tampered the tender document issued vide TENDER No: SRSC/ADP/19/96/2020-21 Dated: 10.02.2021,

In case at any stage, if it is found that the information given above is false or incorrect, APSCST shall have the absolute right to take any action as deemed fit without any prior intimation

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - XI**

**DECLARATION REGARDING BLACKLISTING/ NON-BLACKLISTING**

***FROM TAKING PART IN GOVT.TENDER BY APSCST/GOVT. DEPT***

**(To be executed on Rs.20/- Stamp paper &attested by Public Notary/Executive Magistrate by the bidder)**

I/We Director(s)/Authorized Signatory of of M/S\_\_\_\_\_ hereby declare that the Company has not been blacklisted or debarred in the past by APSCST, DST, Arunachal Pradesh or any other Government Department/Organization/Under Taking from taking part in Government tenders.

**Or**

I / We Director(s) of M/S. -----hereby declare that the Company namely M/S.-  
----- was blacklisted or debarred by APSCST, or any other Government Department from taking part in Government tenders for a period of -----years w.e.f.----- . The period is over on----- and now the company is entitled to take part in Government tenders.

In case the above information found false I/We are fully aware that the tender/ contract will be rejected/cancelled by O/o Director cum Member Secretary (APSCST) Itanagar, and EMD/SD shall be forfeited.

In addition to the above, O/o Director cum Member Secretary (APSCST) Itanagar, will not be responsible to pay the bills for any completed / partially completed work.

**SIGNATURE OF THE BIDDER WITH SEAL**

**SECTION - XII**

**PRE-RECEIPT FOR REFUND OF EMD**

Received with thanks from O/o Director cum member Secretary, APSCST, Itanagar, a sum of **Rs 72,500/- (Rs Seventy two Thousand Five Hundred only)**, towards refund of Earnest Money/Security Deposit paid in respect of Tender for **“Supply, Testing, Installation and Commissioning of Granite Ball Ellipse Fountain”** at Arunachal Pradesh Science Centre, Itanagar, vide Tender No.: SRSC/ADP/19/96/20-21 Dated 10.02.2021.

**SIGNATURE OF THE BIDDER WITH SEAL**

(Note: EMD cum Security Deposit will be returned to Bidder only after final decision (warranty period of the tender).



**SECTION -XIII**

**DECLARATION REGARDING ACCEPTANCE TO TERMS & CONDITIONS OF THE TENDER**

1. I/We, Director/authorized signatory of the Company M/s \_\_\_\_\_, is competent to sign this declaration and execute this tender document.
  
2. I have carefully read understood and accept all the terms and conditions of the tender and undertake to abide by them.
  
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are 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.

**SIGNATURE OF THE BIDDER WITH SEAL**

