

GOVERNMENT OF ASSAM



सत्यमेव जयते

PUBLIC WORKS DEPARTMENT
(BUILDING WING)

BID DOCUMENT

Name of work:- Construction of Proposed Sub Regional Science Centre cum Planetarium for ASTEC under Department of Science & Technology, Govt. of Assam, at Kokrajhar, Assam.

(Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar, Assam)

Package No. Planetarium-K-M/2011-12

E-Tender No. 219

OFFICE OF THE CHIEF ENGINEER, P.W.D., BUILDING
ASSAM, CHANDMARI, GUWAHATI.

GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER PWD (BUILDING) ASSAM, CHANDMARI,
GUWAHATI-3.

AGREEMENT NO _____

NATIONAL/LOCAL COMPETITIVE BIDDING

Name of work: -Package No. Planetarium-K-M/2011-12- Construction of Proposed Sub Regional Science Centre cum Planetarium for ASTEC under Department of Science & Technology, Govt. of Assam, at Kokrajhar, Assam. (Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar, Assam).

Download of Bid:

Through Website : - 17-06-2012 (15.31 Hrs.) to 02-07-2012 (14.00Hrs.)

TIME AND DATE OF
PRE-BID CONFERENCE : - 28-06-2012 at 12.00 Hrs

Date of Online preparation
Hash submission of Financial Bid. : - 17-06-2012 (15.31 Hrs.) to 02-07-2012 (14.00Hrs.).

Last date and time of manual
submission of Tech. Bid &
online submission of Financial Bid. : - 02-07-2012 (14.00 hrs)

Technical Bid Opening : - 03-07-2012 (11.01 Hrs to 16.00 Hrs)

PLACE OF OPENING BIDS : - Office of the Chief Engineer, PWD (Bldg.), Assam.
Chandmari, Guwahati-3

OFFICER INVITING BIDS : - Chief Engineer, PWD (Bldg.), Assam, Chandmari,
Guwahati-781003.

INVITATION FOR BID
(IFB)

GOVERNMENT OF ASSAM
OFFICE OF THE CHIEF ENGINEER: P.W.D.: BUILDING: ASSAM: GUWAHATI-3

No.GMC.29/2011/ 24

Dated Guwahati the 12th June,2012.

PRESS NOTICE

The Chief Engineer, P.W.D (Building), Assam on behalf of the Governor of Assam re-invites bids for the following work from the **manufacturer or their authorized agent**. Details may be seen at website- www.assam.etenders.in and www.astec.gov.in and also at the office of the undersigned from 16/06/2012 to 30/06/2012 during office hours. This notification supersedes the previous Press Notice No. GMC.29/2011/2 dtd. 21/12/2011. The bidders who had participated in the bidding process earlier may collect their bid security from GMC Branch of this office during office hours.

Package No.	Name of the Work	A Approx. Value of Work (Rs. In lakh)
Planetarium-K-M/2011-12	Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar.	210.00 (Two hundred and ten lakh) only

Chief Engineer, P.W.D. (Building),
Assam, Chandmari, Guwahati-3.

Memo No.GMC.29/2011/24 -A

Dated Guwahati the 12th June,2012.

Copy to: -

1. The P.S. to the Hon'ble Minister, PWD, Govt. of Assam, Dispur, Guwahati-6, for favour of kind appraisal of Hon'ble Minister.
2. The Commissioner & Spl. Secretary to the Govt. of Assam PW(Building & NH) Department, Dispur, Guwahati-6 for favour of kind information.
3. The Commissioner and Secretary to the Govt. of Assam, Information and Technology Deptt., Dispur, Guwahati-6, for favour of Kind information.
4. The Director, Assam Science Technology and Environment Council, Bigyan Bhawan, G.S. Road, Guwahati-5, for favour of information.
5. The Joint Director of Information and Public Relation, Govt. of Assam, Dispur, Guwahati-6 with a request to publish the notice in two consecutive issues of two nos. of widely circulated National English daily (i) Times of India (Kolkata Edition) and (ii) The Hindu (Mumbai Edition), and one no. of local English Daily –The Assam Tribune on or before 16/06/2012 and requested to furnish at least one copy of each issue of the Press Notice circulated News papers to this office. Enclosed: 6(six) spare copies.
6. The Superintendent, Govt. Press, Bamunimaidam, Guwahati-21, for information with a request to publish the notice in Assam Gazette on or before 16/06/2012.
Enclosed: 4 (four) spare copies.
7. The Addl. Chief Engineer, P.W.D. (Elect.) of this office for information and necessary action for wide circulation.
8. The Superintending Engineer, P.W.D. Kokrajhar Building Circle for information and wide circulation.
9. The Executive Engineer, P.W.D, Kokrajhar Building Division, Kokrajhar, Assam, for information and wide circulation.
10. The Senior Architect (Building Medical), O/o the Chief Engineer, P.W.D. Building , Assam, Guwahati-03 for information and necessary action.
11. M/S NexTenders India Pvt. Ltd. camp Guwahati, for information with a request to publish the notice through their website. Enclosed: one copy of tender schedule.
12. Notice Board.

Chief Engineer, P.W.D. (Building), Assam
, Chandmari, Guwahati-3

Tender Schedule

Page No	PWD Stage	Contractor Stage	Start Date & Time	Expiry Date & Time
1	Release Tender		16-06-2012 10.00 Hrs.	17-06-2012 15.30 Hrs.
2		Download of Tender Through website	17-06-2012 15.31 Hrs.	02-07-2012 14.00 Hrs.
3		Online Bid preparation and Hash Submission of Financial Bid	17-06-2012 15.31 Hrs.	02-07-2012 14.00 Hrs.
4	Technical and Financial Lock		02-07-2012 14.01 Hrs.	02-07-2012 16.00 Hrs.
5		Re-encryption of online bids	02-07-2012 16.01 Hrs.	03-07-2012 11.00 Hrs.
6	Technical Bid Opening		03-07-2012 11.01 Hrs.	03-07-2012 16.00 Hrs.
7	Evaluation of Technical Bid.		03-07-2012 16.01 Hrs.	10-07-2012 16.00 Hrs.
8	Financial bid Opening		16-07-2012 11.00 Hrs.	16-07-2012 16.00 Hrs.
9	Evaluation of financial Bid		16-07-2012 16.01 Hrs.	18-07-2012 16.00 Hrs.
10	Award of Contract		18-07-2012 16.01 Hrs.	20-07-2012 14.00 Hrs.

Note:

1. The Bidders must be registered with e-tendering system provider.
2. The Bidders should submit their Technical Bids manually only, but they must submit Financial Bids online. Last date of submission of bid is 14.00 Hrs. on 02-07-2012.
3. Cost of tender document is Rs.6300.00 (Rupees six thousand three hundred) only and this should be drawn in favour of Assam State Road Board Maintenance (Road) Fund A/C No.10566991479 and to be submitted along with the technical bid.
4. Bid security of Rs.4,20,000.00 (Rupees four lakh twenty thousand) only should be drawn in favour of the Executive Engineer, P.W.D. Kokrajhar Building, Division, Kokrajhar, Assam.
5. Pre-bid meeting: -Date and time 12.00 Hrs on 28-06-2012, Venue: - O/o The Chief Engineer, P.W.D. (Bldg.), Assam, Chandmari, Guwahati-3.
6. Technical bid along with Bid Security, Bid document fee etc. are to be submitted on or before 14:00 Hrs on 02-07-2012. In Case, any Bandh falls, the activities will take place on the next working day.

Chief Engineer, P.W.D. Building
Assam, Chandmari, Guwahati-3

Invitation For Bids

GOVERNMENT OF ASSAM OFFICE OF THE CHIEF ENGINEER, PWD (BLDG), ASSAM

1:

The Chief Engineer, PWD (Building), Assam, on behalf of The Governor of Assam, invites the item rate bids from the manufacturer or authorized agent for the following work:-

Name of Work: (1) Package No. Planetarium-K-M/2011-12 Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar

- Division: - Kokrajhar Building Division, Kokrajhar, Assam.
- Approximate Estimated Cost: - **Rs.2,10,00,000.00 (Rupees two crore ten lakh) only.**
- Earnest Money / Bid Security :- **Rs.4,20,000.00** (Rupees four lakh twenty thousand) only
- Time Allowed for completion: - **6(Six) Months**
- Cost of Bid (Rs.): - **Rs. 6,300.00 (Rupees six thousand three hundred) only.**
- Last date and time for downloading Bid Document: - As per the Bid schedule
- Time and date of opening of Bid: - As per the Bid schedule
- Place of Sale of documents: - Online

2:

The bidders can download the bidding document directly from the Internet site www.assam.etenders.in and have to pay the cost of bidding document/Bid as mentioned in the bidding document. The same should have to be submitted in a separate envelope marked cost of bidding document with the technical paper. The cost of bid document will have to be any one of the form as specified in Press Notice (IFB)

3:

The following bid documents are available online

- (i) Main Bid document (This document consisting of Schedule of Quantities, Appendix to ITB, Form of Bid)
- (ii) Part I conditions of contract (Downloadable from Home Page -> Other Information)
- (iii) Standard Forms (Downloadable from Home Page -> Other Information)
- (iv) Plans, specifications, drawings of work can be seen in the office of the Chief Engineer, PWD (Building), Assam, GMC Branch between hours of 11.00 A.M. to 04.00 P.M. on any working day between Start for 'Purchase Bid' to Expiry Date for 'Online Bid Hash Submission as specified in the 'Bid Schedule'.

4: Place of sale of documents: Online

5:

Bids will be opened at the start time for 'Open Technical' and 'Open Financial' (Separately for Technical and Financial Part) as specified in the Bid Schedule in the office of the Chief Engineer, PWD (Building), Assam, Chandmari, Guwahati-3. If the office happens to be closed on the date of opening of the bids as specified, the bids will be opened on the next working day at the same time and venue. Financial bids of technically qualified bidders will be opened only.

6:

Bid Security of the amount specified for the work has to reach the employer **as specified in ITB clause 11**. The Bid Security should have to be submitted in a separate envelope marked as Bid Security along with technical Bid.

7: The bid for the work shall remain open for acceptance for a period of 180 (one hundred eighty) days from the date of opening of bids.

8:

A bidder shall not be permitted to bid for works, responsible for award and execution of contracts in which his or his spouse's near relative (defined as first blood relations, and their spouses) is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Assistant Engineer (both inclusive).

9:

No engineer of gazetted rank or other gazetted officer employed in engineering or administrative duties in an Engineering Department of the State Government is allowed to work as a contractor for a period of two years after his retirement from Government service, without Government permission. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the Government as aforesaid before submission of the Bid or engagement in the Contractor's service.

10:

The lack of road communication during flood seasons will not be considered as a ground for extension of time of completion of the work and escalation of rates.

11:

Other details can be seen in the bidding documents.

Chief Engineer, PWD (Building),
Assam, Guwahati-3

Conditions for E-Tendering

This annexure contains instructions and rules governing e -Biding that is now to be adopted. This is not a user guide. Please obtain a user guide for from the service provider M/s NexBids India Private Limited.

NAME OF WORK: - **Package no. Planetarium-K-M/2011-12**, Construction of Proposed Sub Regional Science Centre cum Planetarium for ASTEC under Department of Science & Technology, Govt. of Assam, at Kokrajhar, Assam. (Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar, Assam).

Note :

- 1) Technical bid is to be submitted manually only & Financial Bid is to be submitted online.
- 2) EMD/Bid security, cost of bidding document and other supporting Documents are to be submitted together along with the Technical Bid before the expiry date & time of the sequence-“ Online Bid Preparation and Hash Submission” as given in the above Bid schedule.
- 3) The exact date of Financial Bid opening shall be notified later on, if changed.

PLACE OF OPENING OF BIDS : O / O THE CHIEF ENGINEER, PWD BUILDING ASSAM

OFFICER INVITING BIDS : **CHIEF ENGINEER, PWD BUILDING ASSAM**

All the key dates and deadlines will be followed as per the above time schedule unless explicitly amended through a corrigendum pursuant to clause 21 of ITB. Only those clauses of ITB and Appendix to ITB are mentioned in this Annexure where the procedure differs from manual Biding. These notes must be read in conjunction with ITB.

SECTION – I
INSTRUCTIONS TO BIDDERS
TABLE OF CONTENTS

Clause	Title	Page
1	Submission of Bids.	11
2	Division of Specification.	11
3	Bids shall be in two parts.	12
4	Opening of Bids.	12
5	Purchaser’s Right Regarding Alternation of Quantities Bided.	12
6	Procedure & Opening Time of Bids.	12
7	Bidders’ Liberty to Deviate from Specification.	13
8	Eligibility for submission of Bids.	13
9	Purchasers Right to Accept/Reject Bids.	13
10	Mode of Submission of Bids.	13
11	Earnest Money Deposit.	13
12	Validity of Bids.	14
13	P r i c e.	14
14	Revision of Bid Price By Bidders.	14
15	Bidders to be fully Conversant with the Clause of the Specification.	14
16	Documents to Accompany Bids.	14
17	Documents/Papers to Accompany Part-II Bid.	15
18	Conditional Offer.	15
19	Site Visit	15
20	Clarification of bidding document	15
21	Amendment of bidding Document	16
22	General.	16

SECTION – II
GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C.)
TABLE OF CONTENTS

Clause	Title	Page
1	Scope of the Contract.	18
2	Definition of term.	18
3	Manner of execution.	19
4	Inspection& Testing.	19
5	Training Facilities.	19
6	Rejection of Materials.	19
7	Experience of Bidders.	20
8	Language & Measures.	20
9	Deviation from Specification.	20
10	Right to Reject/Accept Any Bid	20
11	Contractor to Inform Himself fully	21
12	Patent Rights etc.	21
13	Delivery.	21
14	Dispatch Instructions.	21

15	Contractors Default Library.	21
16	Force Majure.	22
17	Extension of Time.	22
18	Guarantee Period.	22
19	Bank Guarantee towards Security Deposit, 100% Payment & Performance Guarantee.	22
20	Performance Guarantee.	23
21	Import License.	23
22	Terms of Payment.	23
23	Penalty for Delay in completion of Contract.	23
24	Insurance.	24
25	Payment due from the Supplier .	24
26	Sales Tax & Income Tax Clearance, Balance Sheet & Profit & Loss Accounts.	24
27	Certificate for Exemption from Excise Duty/Sales Tax.	24
28	Supplier's Responsibility.	24
29	Validity.	24
30	Evaluation & comparison of Bids.	24
31	Minimum Qualification Criteria of Bidders.	25
32	Jurisdiction of the High Court of Assam.	25
33	Outright Rejection of Bids.	25
34	Documents to be Treated as Confidential.	26
35	List of Annexures.	27-41
36	Technical Specification	42-44

P A R T – I
S E C T I O N - I

INSTRUCTIONS TO BIDDERS

1. Submission of Bids:-

Technical bid in duplicate complete in all respect is to be submitted manually only & Financial Bid is to be submitted online. Each copy of the Technical bid (original and duplicate) shall be in separate sealed envelopes superscribed on each of the covers the relevant Bid Specification number and the due date of opening of the bids on the right hand top side of the envelopes. On the left top sides original/duplicate as is relevant, shall be written. These two envelopes (called as inner envelopes) shall then be put inside one outer sealed envelope.

2. Division of Specification :

The Specification is mainly divided into two parts viz. Part-I and Part-II.

Part- I Consists of

- (i) Section-I : Instructions to Bidders.
- (ii) Section-II : General conditions of supply (commercial)
- (ii) Section-III : Schedules and forms etc.
- (iii) Section-IV : Technical Specification.

Part-II (to be submitted online) Consists of

- (i) Abstract of price components as per Annexure-IV.
- (ii) Price schedule.

3. Bids shall be in Two Parts

The Bidders are required to submit the Bids in two parts. Technical bid complete in all respect is to be submitted manually only and Financial Bid is to be submitted online.

4. Opening of Bids .

(a) The Part-I shall be opened in the office of the Chief Engineer, PWD (Building), Assam ,Chandmari, Guwahati-3 in presence of the Bidders or their authorized representatives (limited to one person only) on the due date of opening of Bid and after scrutiny of the technical particulars and other commercial terms, clarifications as may be required , shall be sought for from the Bidders. The Bidders shall be allowed 15 days time for such activity.

(b) On receipt of technical clarification the bids shall be reviewed/evaluated and those not in conformity with the technical Specification/qualifying experience, shall be rejected.

(c) The bidders are required to furnish sufficient information to the Purchaser to establish their qualification/capability to manufacture and/or supply the materials/ perform the work. Such information shall include details of bidder's experience, its financial, managerial and technical capabilities.

(d) The bidders are also required to furnish details of availability of appropriate technical staff and capability to perform after sales service where applicable. The above information shall be considered during the first stage of scrutiny and evaluation of bids and any bid which does not satisfactorily meet these requirements, shall not be considered for price bid evaluation.

(e) The price bids of the technically and otherwise acceptable bids, shall only be evaluated as per the norms applicable in terms of this Specification.

5 . Purchaser's Right Regarding Alteration of Quantities Tendered:

The Purchaser may alter the quantities of materials/equipment at the time of placing orders. Initially the Purchaser may place order for lesser quantity with full freedom to place extension orders for further quantity under similar terms and conditions of the original orders. Order may also be split among more than one Bidder for any particular item if considered necessary in the interest of the Purchaser.

6 . Procedure & Opening Time of Bids :

Technical Bids will be opened in the office of the Chief Engineer, PWD(Building), Assam ,Chandmari, Guwahati-3 on the specified date and time in presence of the Bidders or their authorized representatives (limited to one person only) who may desire to be present, at the time of opening the bids.

The Chief Engineer, PWD(Building), Assam ,Chandmari, Guwahati-3 or his authorized representatives will, on opening each bid, read aloud the name of the bidder. He shall also read aloud the attested and un-attested corrections and shall record the number of such corrections on each page of the technical bid over his dated initials and also initial all such corrections.

7. Bidder's Liberty to Deviate from Specification :

The Bidder may deviate from the Specification while quoting if in his opinion such deviation is in the line with the manufacturer's standard practice and conducive to a better and more economical offer. All such deviations should however be clearly indicated giving full justifications for such deviation.

8. Eligibility for Submission of Bids .

Bidders who have downloaded the Bid document from the official website: www.assam.etenders.in and deposited the Bid cost while submitting the Technical Bid in shape of bank draft drawn in any nationalized bank/schedule bank in favour of Assam State Road Board Maintenance (Road) Fund A/C No.10566991479 will only be considered.

9 . Purchaser's Right to Accept/Reject Bids .

The purchaser reserves the right to reject any or all the Bids without assigning any reasons whatsoever if it is in the interest of purchaser under the existing circumstances. (Read with Clause-10, Section-II of the Specification).

10. Mode of Submission of Bids .

- (a) Technical Bids complete in all respect shall be submitted in person or by registered Post with A.D. Any other mode shall not be accepted. When delivered in person, the Bids shall be received by a responsible officer of the office of the Chief Engineer, PWD(Building), Assam ,Chandmari, Guwahati-3 who shall officially acknowledge the receipt of the same. Financial Bids is to be submitted online.

Bids received after due date and time shall not be considered.

- (b) Telegraphic, Telephonic or FAX Bids shall not be accepted under any circumstances.

11. (i) Bid Security/ Earnest Money Deposit :

The Technical Bid shall be accompanied by Earnest Money Deposit of value specified in the Invitation of Bids. Bids without the required E.M.D. or without documentary proof for exemption from furnishing E.M.D. will be rejected outright and their financial bids will not be considered. The earnest money deposit shall be furnished in one of the following forms subject to the conditions mentioned below:

- (a)Bank Draft : To be drawn in favour of the Executive Engineer, PWD, Kokrajhar Building Division, Kokrajhar from any nationalized/scheduled Bank.

(b) Bank Guarantee from any nationalized/scheduled Bank strictly as per enclosed proforma vide Annexure-V to be executed on non-judicial stamp paper of appropriate value worth Rs.50/- to be accompanied by the confirmation letter of the issuing Bank.

(c) National saving Certificates duly pledged in favour of the Executive Engineer, PWD, Kokrajhar Building Division, Kokrajhar.

(ii) The validity of the E.M.D. Bank Guarantee shall be 240 days from the date of opening of Bid, failing which the Bid will be liable for rejection.

(iii) No interest shall be paid on the Earnest Money Deposited.

(iv) No adjustment towards Earnest Money Deposit shall be permitted against any outstanding amount with the Govt. of Assam.

(v) In the case of un-successful Bidder the Earnest Money will be refunded immediately after the Bid is decided. In the case of successful Bidder, EMD will be refunded only after furnishing of security money. Suits if any, arising out of this Clause shall be filed in a Court of law to which the jurisdiction of high court of Assam extends.

(vi) Earnest Money will be forfeited if the Bidder fails to accept the letter of intent and /or purchase orders issued in his favour.

(vii) Bids not accompanied by Earnest Money/documentary proof of exemption of E.M.D. shall be summarily rejected.

12. Validity of the Bids

The Bids should be kept valid for a period of 180 days from the date of opening of the Bid as notified in the Bid notice failing which the Bids will be rejected. No escalation clause except the admissible tax component under the period of consideration would be accepted. The validity can be further extended with mutual consent.

13. PRICE: Bidders are requested to quote Firm Price only.

14. Revision of Bid Price By Bidders

(a) After opening of Bids and within the validity period, no reduction or Enhancement in price will be entertained. If there is any change in price, the Bid shall stand rejected and E.M.D. deposited shall be forfeited.

(b) If required, the Bidders may be asked to extend the validity period of bids under the same terms and conditions as per the original Bid except for the change in delivery period.

15. Bidders to be fully Conversant with the Clauses of the Specification.

Bidders are expected to be fully conversant with the meaning of all the Clauses of the Specification before submitting their Bids. In case of doubt regarding the meaning of any Clause the Bidder may seek clarification in writing from the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-3. This however, does not entitle the Bidder to ask for time beyond due date fixed for receipt of Bid.

16. Documents to Accompany Bids

Bidders are required to submit Bids in the following manner:-

Part-I of the Bid shall contain the following Documents

- i) The hard copy of Bid document downloaded from the official website duly signed on each pages by the authorized signatory.
 - ii) Declaration Form. (As per Annexure –I)
 - iii) Earnest Money /Documents in support of exemption from Earnest Money Deposit if any.(As per Annexure-V).
 - iv) Technical Specification and Guaranteed Technical Particulars conforming to the Purchaser’s Specification along with drawings and literature.
 - v) Photostat copies of up-to-date calibration certificate, if applicable, of materials/equipments offered.
- a. Abstract of Terms & Conditions in prescribed Proforma as per Annexure-II.
 - b. General Terms & Conditions of supply offer as per Section-II of specification.
 - c. List of orders executed for similar items during preceding 5(five) years indicating the customer’s name & address.
 - d. Data on past experience as per Clause-7 of Section –II of the Specification.
 - e. Sales Tax, Income Tax clearance certificates, for the previous year.
 - f. Audited Balance Sheet & Profit Loss Accounts for the previous three years.
 - g. Schedule of quantity and delivery in the prescribed proforma vide Annexure-III.
 - h. Orders in hand to be executed.
 - i. Company Profile.

17. Documents/Papers Accompany Part –II Bid (to be submitted online)

- (i) Abstract of Price Components, as per Annexure-IV.
- (ii) Schedule of price.

18. Conditional Offer

Any conditional offer shall not be accepted.

19. Site Visit

The Bidder, at the Bidder’s own responsibility and risk is encouraged to visit and examine Site of Works and its surroundings and obtain all information that may be necessary for preparing the Bid and entering into a contract for construction of the Works .The cost of visiting the Site shall be at the Bidder’s own expense.

20. Clarification of Bidding Documents

20.0 A prospective bidder requiring any clarification of the bidding documents may notify the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 in writing or by cable (hereinafter “cable” includes telex and facsimile) at the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3’s address indicated in the invitation to bid. The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will respond to any request for clarification. Copies of the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3’s response will be intimated

to all purchasers of the bidding documents, including a description of the enquiry but without identifying its source.

Pre-bid meeting

20.0.1 The bidder or his official representative is invited to attend a pre-bid meeting, which will take place at the address, venue, time and date as indicated in I.F.B. of the Bidding document.

20.0.2 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

20.0.3 The bidder may submit any questions in writing to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 on the day of the meeting.

20.0.4 Minutes of the meeting, including the text of the questions (without identifying the source of enquiry) and the responses given will be transmitted without delay to all purchasers of the bidding documents. Any modification of the bidding documents, which may become necessary as a result of the pre-bid meeting, shall be made by the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 exclusively through the issue of an Addendum and not through the minutes of the pre-bid meeting.

20.0.5 Non-attendance at the pre-bid meeting will not be a cause for disqualification of a bidder.

21. Amendment of Bidding Documents

21.1 Before the deadline for submission of bids, the Chief Engineer, PWD (Bldg.),

Chandmari, Guwahati-3 may modify the bidding documents by issuing addenda.

21.2 Any addendum thus issued shall be a part of the bidding documents and shall be communicated in writing or by cable to all the purchasers of the bidding documents. Prospective bidders shall acknowledge receipt of each addendum in writing or by cable to the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3. The Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 will assume no responsibility for postal delays.

21.3 To give prospective bidders reasonable time in which to take an addendum into account in preparing their bids, the Chief Engineer, PWD (Bldg.), Chandmari, Guwahati-3 may, at his discretion, extend as necessary the deadline for submission of bids.

22. General

- i) All pages of the bid document must be signed by the authorized signatory.
- ii) The bid document should be hard bound. No loose sheet will be considered as part of the bid.

- iii) Proper indexing of each section should be done.
- iv) Overwriting should be avoided.
- v) Erasures and other changes shall bear the dated initial of the person signing the Bid.
- vi) In the event of discrepancy or arithmetical error in the schedule of price, the decision of the Purchaser shall be final and binding on the Bidder.
- vii) For evaluation, the price mentioned in words shall be taken if there is any difference in figure and words in the price bid.
- viii) Notice inviting Bid shall form part of this Specification.
- ix) The price bids of the technically and otherwise acceptable bids shall only be evaluated. The price bids of others will not be evaluated and their E.M.D. shall be returned to the bidders.

PART - I

SECTION - II

GENERAL TERMS & CONDITIONS OF CONTRACT (G.T.C.C)

1. Scope of the Contract

The scope of the contract shall be Supply and installation of digital planetarium projection system and show production system to be installed in 1(one) no. of 10 meter diameter dome at Kokrajhar.

2. Definition of Terms

For the purpose of this Specification and General Terms & Conditions of Contract (G.T.C.C.) the following words shall have the meanings hereby indicated, except where otherwise described or defined.

2.1 "The Purchaser" shall mean the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-3.

2.2 "The Engineer" shall mean the engineer appointed by the Purchaser for the purpose of this contract.

2.2 "Purchaser's Representative" shall mean any person or persons or consulting firm appointed and remunerated by the Purchaser to supervise, inspect, test and examine workmanship and materials of the equipment to be supplied.

2.3 "The Contractor" shall mean the Bidder whose bid has been accepted by the Purchaser and shall include the Bidders' executives, Administrators, Successors and permitted assignees.

2.4 "Equipment" shall mean and include all machinery, apparatus, Materials, articles to be provided under the contract by the Contractor.

2.5 "Contract Price" shall mean the sum named in or calculated in accordance with the provisions of the contract as the "Contract Price" which shall include, packing, forwarding, freight and insurance, excise duty, sales tax, Octroi and other taxes and duties as applicable at the time of opening of bids.

2.6 "General Conditions" shall mean these General Terms and Conditions of Contract.

2.7 "The Specification" shall mean the Specification annexed to or issued with G.T.C.C. and shall include the schedules & drawings attached thereto as well as all samples and pattern, if any.

2.8 "Month" shall mean "Calendar month".

2.9 "Writing" shall include any manuscript, type written, printed or other statement reproduction in any visible form and whether under seal or under hand.

2.10 “F.O.R. Destination Costs” shall mean the cost of equipment and material at the consignee’s sites. The cost is exclusive of Custom duty, Excise duty, Sales Tax and other Local Taxes, whatever applicable, but is inclusive of packing, forwarding and insurance and freight charges.

2.11 The term “Contract documents” shall mean and include G.T.C.C., specifications, Schedules, Drawings, Form of Bid, Covering Letter, Schedule of Price of the final successful bidder, any special conditions applicable to the particular contract, Specifications and drawings and the purchase order & the agreement to be entered into.

2.12 Terms and Conditions not herein defined shall have the same meaning as are assigned to them in the Indian Contract Act.

3. Manner of Execution

All equipments supplied under the contract shall be manufactured in the manner set out in the Specification or where not set out, to the reasonable satisfaction of the Purchaser’s representative.

4. Inspection and Testing

i) The Purchaser’s representative shall be entitled at all reasonable times during installation to inspect, examine and test the materials and workmanship of all equipment to be supplied under this contract.

ii) Packing List along with offer for inspection to the Purchaser indicating the quantity which can be delivered in full truck load/Mini truck load to facilitate issue of dispatch instruction.

iii) The Contractor shall give to the Purchaser adequate time/notice (at least 7 days) in writing for inspection of materials equipment for testing and inspection and shall also furnish the Routine Test Certificate.

5. Training Facilities

The Contractor shall provide all possible facilities for training of Purchaser’s Technical personnel, where applicable when deputed by the Purchaser for acquiring first hand knowledge in assembly of the equipment and for it’s proper operation and maintenance in service if required.

6. Rejection of Materials

In the event any of the materials/equipment supplied by the Contractor is found defective due to faulty design, bad workmanship, bad materials used or otherwise not in conformity with the requirements of the Specification, the Purchaser shall either reject the materials/equipment or ask the Contractor in writing to rectify the same. The Contractor on receipt of such notification shall either rectify or replace the defective equipment free of cost of the Purchaser. If the Contractor fails to do so, the Purchaser may:-

(a) As its option, replace or rectify such defective equipment and recover the extra costs so involved from the Contractor plus fifteen percent and/or

(b) Terminate the contract for balance work/supplies, with enforcement of penalty Clause as per contract for the un-delivered goods and with forfeiture of performance Guarantee/Composite Bank Guarantee.

(c) Acquire the defective equipment/materials at reduced price, considered equitable under the circumstances.

7. Experience of Bidders :

The bidders should furnish information regarding experience particularly on the following points:-

- i) Name of the Manufacturer.
- ii) Standing of the firm and manufacture of equipment quoted.
- iii) Description of equipment similar to the quoted, supplied, installed & commissioned during the last 5(five) years with the name(s) of the party(s) to whom supplies were made with performance certificate from them.
- iv) Details as to where installed etc.
- v) If the manufacturer is having collaboration with another firm(s) details regarding the same.
- vii) A list of Purchase orders executed during the last 5(five) years along with user's certificate and orders in hand.
- viii) Equipment capability and up to date calibration certificate(s) of testing facilities. Bids may not be considered if the past manufacturing experience is found to be unsatisfactory or is of less than 5(five) years on the date of opening of the bid.

8. Language and Measures

All documents pertaining to the contract including Specifications, Schedule, Notices, Correspondence, Operating & Maintenance instructions, Drawings or any other writing shall be written in English language. The metric system of measurement shall be used exclusively in this contract.

9. Deviation from Specification

It is in the interest of the Bidders to study the Specification, drawing etc. specified in the Bid schedule thoroughly before Bidding so that, if any deviations are made by the Bidders the same are prominently brought out on a separate sheet under heading "Deviations".

A list of deviation shall be enclosed with the Bid. Unless deviation in scope, technical and commercial stipulations are specifically mentioned in the list of deviations, it shall be presumed that the Bidder has accepted all the conditions stipulated in the Bid Specification, notwithstanding any exemptions mentioned therein.

10. Right to Reject/Accept Any Bid

The Purchaser reserves the right either to reject or to accept any or all Bids if the situation so warrants in the interest of the Purchaser. Orders may also be split up between different

Bidders on individual merits of the Bidder. The Purchaser has exclusive right to alter the quantities of materials at the time of placing final Purchase order. After placing of the order, the Purchaser may defer the delivery of the materials. It may be clearly understood by the Bidder that the Purchaser need not, assign any reason for the above action(s).

11. Contractor to inform himself fully

The Contractor shall examine the instructions to Bidders, General Conditions of contract, Specification and the Schedules of Quantity and delivery to satisfy himself as to all terms and conditions and circumstances affecting the contract price. He shall quote price(s) according to his own views on these matters and understand that additional allowances except as otherwise provided therein will be levied. The Purchaser shall not be responsible for any misunderstanding or incorrect information obtaining by the Contractor other than the information given to the Contractor in writing by the Purchaser.

12. Patent Rights Etc.

The Contractor shall indemnify the Purchaser against all claims, actions, suits and proceedings for the infringement or alleged infringement of any patent design or copy right protected either in the country of origin or in India by the use of any equipment/materials supplied by the Contractor. But such indemnity shall not cover any use of the equipment, other than for the purpose indicated by or reasonably to be inferred from the Specification.

13. Delivery

Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Purchase order or as may be specified in the LOI/Purchase order.

14. Dispatch instructions .

i) The materials should be securely packed and dispatched directly to the consignee at the Contractor's risk.

ii) Loading & Unloading of Ordered Materials.

It will be the sole responsibility of the Contractor for loading and unloading and stacking of materials at the site. The Purchaser shall have no responsibility on this account.

15 . Contractor's Default Liability .

i) The Purchaser may, upon written notice of default to the Contractor, terminate the contract in circumstances detailed hereunder.

(a) If in the judgment of the Purchaser, the Contractor fails to make delivery of equipment within the time specified in the contract or within the period for which extension has been granted by the Purchaser in writing in response to written request of the Contractor.

(b) If in the judgment of the Purchaser, the Contractor fails to comply with any of the provisions of this contract.

ii) In the event Purchaser terminates the contract in whole or in part as provided in Clause-15(i) of this section, the Purchaser reserves the right to purchase upon such terms and in such a manner as he may deem appropriate equipment/ material similar to those terminated and the Contractor will be liable to the Purchaser for any additional costs for such similar equipment and/or for penalty for delay as defined in Clause-23 of this section until such reasonable time as may be required for the final supply of equipment.

iii) In the event the Purchase does not terminate the contract as provided in Clause 15(i) of this Section, Contractor shall continue executing the contract, in which case he shall be liable to the Purchaser for penalty for delay as set out in Clause-23 of this Section until the equipment is accepted. This shall be based only on written request of the supplier and written willingness of Purchaser.

16. Force Majeure:

The Contractor shall not be liable for any penalty for delay or for failure to perform the contract for reasons of force Majeure such as acts of Nature, acts of the public enemy, acts of Govt., Fires, Floods, Epidemics, Quarantine restrictions, strikes, Freight Embargo, provided that the Contractor shall within ten (10) days from the beginning of such delay notify the Purchaser in writing of the cause of delay, upon which, the Purchaser shall verify the facts and grant such extension as facts justify.

17 . Extension of Time.

If the delivery of equipment/materials is delayed due to reasons beyond the control of the Contractor, the Contractor shall without delay give notice to the Purchaser in writing of his claim for an extension of time. The Purchaser on receipt of such notice may or may not agree to extend the contract delivery date as may be reasonable but without prejudice to other terms and conditions of the contract.

18.Guarantee Period.

i) The equipments/materials covered by this Specification should be Guaranteed for satisfactory operation and against defects in design, materials and workmanship for a period of at least 36 (thirty six) months from the date of commissioning. The above Guarantee Certificate shall be furnished in triplicate to the purchaser for his approval. Any defect noticed during this period should be properly rectified by the Contractor free of cost to the Purchaser.

ii) Equipment/material failed or found defective during Guarantee period shall have to be guaranteed after repair/replacement for a further period of 36 months from the date of commissioning.

19. Bank Guarantee towards Security Deposit

A Bank Guarantee as per the proforma enclosed at Annexure-VI of the specification for 10%(Ten percent) of the total FOR Destination cost of the purchase order, shall be furnished from any Nationalised/ Scheduled Bank to the Executive Engineer, Kokrajhar

Building Division, Kokrajhar within 30 days of issue of purchase order. The Bank Guarantee shall be executed on non-judicial stamp paper worth of Rs.50/- or as applicable, as per the prevalent rules, valid for a period of 18(eighteen) months from the date of issue of Letter of Acceptance(LOA) or till completion of Installation, Testing and Commissioning whichever is latter, failing which the supply order will be liable for cancellation without any further written notice. The said Bank Guarantee should be accompanied or followed by a confirmation letter from the concerned Bank, before the Bank Guarantee is accepted and all concerned intimated.

20. Performance Guarantee

The supplier is required to furnish a performance guarantee to the tune of 10% of the total F.O.R destination cost of the purchase order in shape of Bank Guarantee from any Nationalized/Scheduled Bank on a non-judicial stamp paper worth Rs 50.00 or as applicable as per prevalent rule, as per the proforma at Annexure –VII of the Bid Document. Such performance Bank Guarantee shall be furnished after completion of the installation of the equipment. The Bank Guarantee shall be valid to cover the guarantee period of the equipment as stipulated under Clause – 18 of ITB. Such Bank Guarantee shall be supported by confirmation letter of the issuing bank

21. Import License

In case imported materials are offered no assistance will be given for release of foreign Exchange. The firm should arrange to import materials from their own quota.

22. Terms of Payment.

- i) 60% of the system cost shall be released through LC and against proof of shipment of the equipments.
- ii) Balance 30% cost of the supplied equipment, will be released after Installation and Commissioning of the system and submission of all recommended reports and conducting training programme for the staff deputed by the purchaser to the satisfaction of the purchaser.
- iii) Balance 10% against bank guaranty for performance guaranty covering the Guarantee period .

23. Penalty for Delay in Completion of Contract:

If the Contractor fails to deliver the materials/equipments within the delivery schedule specified in the contract including delivery time extension, if any, granted thereto, the Purchaser shall recover from the Contractor penalty for a sum of one half of one percent (0.5 per cent) of the Ex-works price of the undelivered equipment for each calendar week of delay or any part thereof. For this purpose the date of receipt of challans shall be reckoned as the date of delivery. The total amount of penalty shall not exceed five per cent (5%) of the Ex-works price of the unit or units so delayed. Equipment will be deemed to have been delivered only when all its components, parts are also delivered and installed. If certain components are not delivered in time, the equipment will be considered as delayed until such time as the missing parts are delivered.

24. Insurance

Insurance of equipments to be supplied shall be done by the Suppliers at their own cost. The responsibility of delivery of the materials/ equipments at destination in good condition rests with the Supplier. Any claim with the Insurance Company or transport agency arising due to loss or damage in transit has to be settled by the Supplier. The supplier shall undertake free replacement of materials damaged or lost, which will be reported by the consignee within 30 days of receipt of materials at destination, without awaiting for the settlement of their claim with the carriers and underwriters.

25. Payment Due from the Supplier.

All costs and damages, for which the Contractor is liable to the Purchaser, will be deducted by the Purchaser from any money due to the Contractor under any of the Contract(s).

26. Sales Tax & Income Tax Clearance, Balance sheet and Profit & Loss Account.

(i) Sales Tax and Income Tax clearance certificates valid up to the date of opening of Bid, should be enclosed with Bid.

(ii) Balance sheet and profit and loss account of the bidder duly certified by the Chartered Accountant for the immediately 3(three) preceding years should be enclosed to assess the financial soundness.

27. Certificate for exemption from Excise Duty/Sales Tax.

Offers with exemption from Excise duty including Sales Tax shall be accompanied with authenticated proof of such exemption (if any). Authenticated proof for this Clause shall mean attested Photostat copy of exemption certificate.

28. Supplier's Responsibility.

Notwithstanding anything mentioned in the Specification or subsequent approval or acceptance by the Purchaser, the ultimate responsibility for design, materials used and satisfactory performance shall rest with the Bidders.

29. Validity.

Prices and conditions contained in the offer should be kept valid for a period of 180 days from the date of opening of the Bid, failing which, the Bid shall be rejected.

30. Evaluation & Comparison of Bids.

(i) Weightage shall be given to the following factors in the Evaluation and Comparison of Bids.

(a) Early Delivery.

(b) Past track record in supply, installation of similar items in the country.

(c) Track record in supply, installation, testing and commissioning of similar items

worldwide including India with satisfactory performance certificate from the users.

(e) In comparing bids and in making awards, the Purchaser may consider such factors as compliance with Specification, relative quality & adaptability of supplies or services, experience, financial soundness, record of integrity in dealings, performance of materials/equipments earlier supplied, ability to furnish repairs and maintenance services, the time of delivery, capability to perform including available facilities such as adequate man power, service offices, equipment and technical organization.

31. Minimum Qualification Criteria of Bidders.

The prospective bidders are requested to note that their bids can only be considered for evaluation if:

(a)The Bidder have previous experience of having supplied and installed digital Planetarium equipment and full dome shows worldwide including India. **The supplier must have at least two installations of fully Digital Planetarium System as a standalone system of the same make and specification or upgraded version, offered in this bid, in India.**

(b)Experience as a prime contractor in the field of Digital planetarium projects. Bidder must provide a complete list of Digital Planetarium installations done by them as prime contractor.

(c)The company must have trained staff in service and maintenance of digital planetarium and projectors. The service and support infrastructure for digital planetarium system available with Indian counterpart to be provided. **Bidder must attach copy of certificates showing factory trained staff.**

(d) Executed similar type of work within last 5 years with certificate of successful operation from the users.

32. Jurisdiction of the High Court of Assam.

Suits, if any, arising out of this contract shall be filed by either party in a Court of Law to which the jurisdiction of High Court of Assam extends.

33 . Outright Rejection of Bids .

Bids shall be outright rejected if they are not complying with the following requirements:

i) Bidder should have down loaded the bid document from the Specified Government website but shall deposit the Bid cost while submitting the Bid.

ii) Bids shall be submitted in person or by Registered Post with A.D. / Courier Service.

iii) Bids shall not be submitted telegraphically or by FAX.

iv) Bids shall be accompanied by the prescribed Earnest Money Deposit unless otherwise qualified for exemption from furnishing of EMD.

v) Bid shall be kept valid for a period of 180 days from the date of opening of Bid.

vi) Bid shall be submitted in two parts as specified.

vii) Bids shall be accompanied with the details fulfilling the minimum qualifying criteria as specified in clause-31 of G.C.C.

viii) The schedule of prices should be filled up fully to indicate the break-up of the prices including taxes and duties. Incomplete submission of this schedule will make the Bid liable for rejection.

ix) Bidders should quote Firm Price only and should be kept **valid for a period of 180 days from the date of opening of the Bid.**

x) Must have executed similar type of work within last 5 years with certificate of successful operation from the users.

34. Documents to be treated as Confidential.

The Contractor shall treat the details of the Specification and other Bid documents as private and confidential and they shall not be reproduced without written authorization from the Purchaser.

SECTION - III
(LIST OF ANNEXURES)

The following Schedules and proforma are annexed to this Specification and contained in Section - III as referred to in the relevant Clauses.

- | | |
|---|---------------|
| i) Declaration Form - | ANNEXURE-I |
| ii) Abstract of Terms & Conditions to accompany
Section – II of Part – I - | ANNEXURE-II |
| iii) Schedule of Quantity & Delivery - | ANNEXURE-III |
| iv) Abstract of Price Component (to accompany Part – II
of this Specification) | ANNEXURE-IV |
| v) Bank Guarantee form for Earnest Money Deposit | ANNEXURE-V |
| vi) Bank Guarantee form for Security Deposit | ANNEXURE-VI |
| vii) Bank Guarantee Form for Performance Guarantee | ANNEXURE-VII |
| viii) Agreement form | ANNEXURE-VIII |

ANNEXURE – I
DECLARATION FORM

To

The Chief Engineer, PWD(Building)
Assam, Chandmari, Guwahati-781003

Sir,

1. Having examined the above specification together with Bid conditions referred to therein I/We the undersigned hereby offer to supply the equipment /materials covered thereon complete in all respects as per the Specification and General Conditions, at the rates entered in the attached contract schedule of prices in the Bid.
 2. I/We hereby undertake to have the equipment/ materials delivered within the time specified in the Bid.
 3. I/We here guarantee the technical particulars given in the Bid supported with necessary reports from concerned authorities.
 4. I/We certify to have down loaded a copy of the Specification and a D.D. towards the cost of Bid, vide draft No. _____ Dated _____ is attached here with.
 5. In the event of Purchase order being decided in my/our favour, I/We agree to furnish the Security Deposit in the manner acceptable to PWD(Building), Assam and for the sum as applicable to me/us as per Clause-19 of Section – II of this Specification within 15 days of issue of Letter of intent/Purchase order failing which I/We clearly understand that the said Letter of intent/Purchase order will be liable to be withdrawn by the Purchaser.
- Signed this _____ day of _____ 20 _____

Yours faithfully,

Signature of Bidder
With Seal of the Company

(This form should be fully filled up by the Bidder and submitted along with the original copy of Bid)

ANNEXURE – II

ABSTRACT OF GENERAL TERMS & CONDITIONS OF CONTRACT
(COMMERCIAL) TO ACCOMPANY PART –I

1. Earnest Money Furnished (a) Bank Guarantee (b) Bank Draft, (c) Proof in support of EPM Registration /DGS&D/NSIC
2. Manufacturers/supply experience including user's certificate furnished or not. (As per Clause No.7 of Section –II) Yes/No
3. Deviations to the Specification in any (list enclosed or not) (As per Clause – 9 of the section –II) Yes/No
4. Delivery:
(a) Date of Commencement:
5. Guarantee: Whether agreeable to the bid terms (As per Clause – 18 of Section –II) Yes/No
- 6 . Whether agreeable to furnish Security Deposit in case his Bid be successful. (As per Clause –19 of Section –II) Yes/No
7. Whether agreeable to furnish Performance Guarantee (As per Clause –20 of Section – II) Yes/No
8. Terms of Payment:
Whether agreeable to standard terms of payment or not. (As per clause –22 of Section –II) Yes/No
- 9 . Nature of Price: Firm Yes/No
10. Penalty: Whether agreeable to the bid terms or not (As per Clause –23 of Section –II) Yes/N
11. Whether ITCC/STCC/P&L A/C for the required period are furnished as per Clause-26 of Section –II Yes/No
12. Validity: Whether agreeable to the bid terms or not. (As per Clause – 29 of Section –II) Yes/No
13. Whether up-to-date calibration certificate of the equipment is furnished or not. Yes/No

14. Whether guaranteed technical particulars are furnished or not. Yes/No
15. Whether dimensional design/drawings furnished or not. Yes/No
16. Manufacturer's name and it's trade mark- whether furnished Yes/No

Place _____

Date _____

Signature of the Bidder
With Seal of the Company

ANNEXURE – III

SCHEDULE OF QUANTITY AND DELIVERY

Supply and installation of Digital Planetarium Projection System to be installed in 1(one) Planetarium of 10m diameter dome at Kokrajhar, Assam as per Technical Specification detailedv in Section - IV.

Delivery :

Time being essence of the contract, the equipment shall be supplied within the delivery date specified in the contract. The Purchaser, however, reserves the right to reschedule the delivery and change the destination if required. The delivery period shall be reckoned from the date of placing the Letter of Intent/Purchase order as may be specified in the LOI/Purchase order.

NB : The details delivery programme and quantity to be delivered will be intimated at the time of placement of the Purchase Order.

ANNEXURE-IV

(ABSTRACT OF PRICE COMPONENT (TO ACCOMPANY PRICE BID))

A. Digital Planetarium System Price Basis F.O.R Purchaser's Destination Sites

Sl No	Item	Amount in figure	Amount in words
1	Base rate of Digital Planetarium System as per detail given in the Bid document including Audio System, packing, forwarding and installation at site Including warranty for 36(thirty) months.		
2	Show production kit		
3	Total		

B. Cost of Maintenance after the free warranty period for a period of five years

Sl No	Item	Amount in figure	Amount in words
	Charges for periodic preventive maintenance including free exchange of spare parts per annum.		

Place : _____
Date :

Signature of the Bidder
With Seal of Company

TECHNICAL SPECIFICATIONS

(To be submitted with Technical Bid)

C. Digital Planetarium System equipments:

Sl No	Item	Details of equipments to be supplied with their model number, make, numbers required etc.
1	Digital Planetarium System	
2	Show production kit	
3	Audio system	

D. **Maintenance after the free warranty period for a period of five years**

Sl No	Item	Maintenance terms and condition for AMC, preview of the contract in details
1	Periodic preventive maintenance including free exchange of spare parts per annum.	

(Use separate sheets if required)

Place : _____

Date: _____

Signature of the Bidder
With Seal of Company

ANNEXURE – V

PROFORMA FOR BANK GUARANTEE FORM FOR EARNEST MONEY DEPOSIT

Bank Guarantee No: Date :

1. In accordance with invitation to Bid No. _____ Dated _____ of the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-781003 (hereinafter referred to as the 'Purchaser') for the purchase of digital planetarium system M/s _____ Address _____ wish/wished to participate in the said Bid and as a Bank Guarantee for the sum of Rs. (Rupees _____) valid for period of 240 days (Two Hundred Forty Days) is required to be submitted by the Bidder.

We the _____ (*Indicate the name of Bank*) (hereinafter referred to as 'the Bank') at the request of M/s _____ (hereinafter referred to as Contractor(s)) do hereby unequivocally and Un-conditionally guarantee and undertake to pay during the above said period, on written request by the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-781003 an amount not exceeding Rs. _____ to the _____ without any reservation. The guarantee would remain valid up to 4.00 P.M. of _____ (date) and if any further extension to this is required, the same will be extended on receiving instructions from the _____ on whose behalf this guarantee has been issued.

2. We the _____ (*Indicate the Name of the Bank*) do hereby, further undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions or failure to perform the said Bid. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____.

3. We undertake to pay the Purchaser any money so demanded not withstanding any dispute or disputes so raised by the Contractor(s)/Supplier(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there- under and the Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ (*Indicate the Name of the Bank*) further agree that the guarantee here-in contained shall remain in full force and effect during the aforesaid period of 240 days (Two Hundred Forty Days) and it shall continue to be so enforceable till all the dues to the Purchaser under or by virtue of the said Bid have been fully paid and its claims satisfied or discharged or till the Purchaser certifies that the terms and conditions of the said Bid have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the _____ we shall be discharged from all liability under this _____ guarantee _____ thereafter.

5. We the _____ (*Indicate the Name of the Bank*) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Bid or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Purchaser against the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said bid and we shall not be relieved from our liability by reason of any such variation, postponement or extension being granted to the said Contractor(s) or for any forbearance act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so reliving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s).

7. We _____ (*Indicate the Name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

Dated the _____ Date of _____

Witness : (With signature, name & address)

1.

2.

For _____
(*Indicate the name of Bank*)

ANNEXURE – VI

PROFORMA FOR BANK GUARANTEE FOR SECURITY DEPOSIT

This Guarantee Bond is executed this _____ Day of _____ 20_____
by us the _____ Bank at _____ P.O. _____, P.S.
_____ Dist. _____ State _____.

1. WHEREAS the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-781003 (hereinafter called “the Purchaser”) has placed orders No. _____ date _____ (hereinafter called “The Agreement”) on M/s _____ (hereinafter called “The Contractor”) for supply and installation of digital planetarium equipment(s). AND WHEREAS the Contractor has agreed to supply materials in terms of the said agreement, AND WHEREAS the Purchaser has agreed to exempt the Contractor from making payment of Security, on furnishing by the Contractor to the Purchaser a Bank Guarantee of the value of 10% (Ten percent) of the said agreement. NOW THEREFORE in consideration of the Purchaser having agreed to exempt the Contractor from making payment of Security as aforesaid, we the _____ (Bank) (hereinafter referred to as ‘the Bank’) do hereby undertake to pay the Purchaser an amount not exceeding Rs. _____ (Rupees _____) against any loss or damage caused to or suffered by or would be caused to or suffered by the Purchaser by reason of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We (the _____ Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on demand from the Purchaser stating that the amount claimed is due by way of loss or damage caused to or suffered by the Purchaser by reason of any breach by the said Contractor(s) of any of the terms and conditions contained in the said agreement or by reason of the Contractor’s failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an Amount not exceeding Rs . _____ Rupees _____).

3. We the (_____ Bank) also undertake to pay to the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

4. We the (_____ Bank) further agree that the guarantee herein contained shall remain in full force and affect during the period that would be taken for the performance of the said agreement and that it shall continue to do so enforceable till all the dues of the Purchaser under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Purchaser Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this Guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the (Date _____) we shall be discharged from all liability under this guarantee thereafter.

5. We, the(_____ Bank) further agree that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and we shall not be relieved from our liability by reason of any such variations or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would but this provisions have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank and Contractor(s).

7. We, the (_____ Bank) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

Date at _____ the _____ Day of _____
_____ Two thousand _____

For _____

(Indicate the name of the Bank)

Witness: (with signature, names and addresses)

1.

2.

ANNEXURE – VII

PROFORMA FOR PERFORMANCE GUARANTEE.

1. In consideration of the Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-781003 (Hereinafter called 'The Purchaser') having agreed to exempt M/s. _____ hereinafter called 'the said Contractor(s) from the demand under the terms & conditions of an agreement No. _____ dated _____ made between _____ and _____ for

_____ (hereinafter called 'the said Agreement') for Security Deposit for satisfactory performance of materials (as detailed in the said agreement) during the guarantee period (as detailed in the said agreement) and for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said agreement on production of Bank Guarantee for Rs. _____ (Rupees _____) only. We _____ (*Indicate the name of the Bank*) Bank limited (hereinafter referred to as 'the Bank') at the request of _____ Contractor(s) do hereby undertake to pay to the Purchaser an amount not exceeding Rs. _____ (Rupees _____ only) against any loss or damage caused to or suffered or would be caused to suffered by the Purchaser by reasons any of breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement.

2. We _____ Bank Limited do hereby undertake to (*Indicate the name of the Bank*) Pay the amount due and payable under this guarantee without any demur, merely on a demand from the Purchaser stating that the amount claimed is due by way of loss or damaged caused to or would be caused to or suffered by the Purchaser by reasons of any breach by the said Contractor(s) of any of the terms or conditions contained in the said agreement or by reasons of the Contractor's failure to perform the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. _____ (Rupees _____).

3. We the _____ Bank Limited further agree to pay the Purchaser any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s)/Suppliers(s) in any suit or proceeding instituted/pending before any Court or Tribunal relating thereto, out liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and Contractor(s)/Supplier(s) shall have no claim against us for making such payment.

4. We the _____ Bank Limited (*Indicate the name of the Bank*) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to be so enforceable till all the dues of the Purchaser under or by virtue of the said agreement, have been full paid and its claims satisfied or discharged or until the Purchaser Certifies that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly, discharges this guarantee. Unless a demand or claim under the guarantee is made on us in writing on or before the expiry of *Thirty six months* from the last delivery of materials we shall be discharged from all liabilities under this guarantee thereafter.

5. We the _____ Bank Limited (*Indicate the name of the Bank*) further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reasons of any such variation, postponement, or extension being granted to the said Contractor(s) or by any such matter or thing what so ever which under the law relating to sureties would but for this provision have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the name, style and constitution of the Bank or the Contractor(s)/Supplier(s).

7. We the _____ Bank Limited (*Indicate the name of the Bank*) lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.

8. This performance Bank Guarantee will remain in force up to _____ Dated the _____ Day of _____ 20 _____.

Witness with signature, names & address:

1.

2.

For _____ Bank Limited.
(*Indicate the name of the Bank*)

Annexure-VIII

Agreement Form

Agreement No. _____

This agreement made the _____ day of _____ between the Chief Engineer, PWD (Bldg.), Assam, Chandmari, Guwahati-3. [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 Supply and install digital planetarium projection system and show production system in 1(one) no. of 10 meter diameter dome at Kokrajhar (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 WITNESSETH as follows:

1. In this Agreement, words and expression shall have the same meanings as are respectively assigned to them in the conditions 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 provision 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. Notice to proceed with the works;
 - iii. Contractor's Bid
 - iv. Condition of Contract: General and Special
 - v. Contract Data
 - vi. Additional condition
 - vii. Drawings
 - viii. Bill of Quantities and
 - ix. Any other documents listed in the Contract Data as forming part of the Contract.

In witnessed whereof 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-IV

TECHNICAL SPECIFICATION :

Technical Specifications for Digital Planetarium Projection System in 1(one) 10 meter diameter dome at Kokrajhar.

Scope of work:

The Public Works Department (Building), Govt. of Assam is setting up 1(one) 10 metre diameter Planetariums to be equipped with the Digital Planetarium System based on Latest Technology at Kokrajhar. The Chief Engineer, PWD(Building), Assam, Chandmari, Guwahati-781003 desires to purchase these Digital Planetarium System using latest technology and high resolution projection system for projection of 3-dimensional colour night sky created by real-time graphics generator and all-dome video system and 7.1 channel surround-sound audio system at competitive prices.

Functional Specifications

General

- The Digital Planetarium System must be a fully integrated system that features pre-rendered all dome video playback, real-time 3-d graphics rendering engine and a fully featured 3-d colour Planetarium System. The pre-rendered video and real-time generated graphics should be playable simultaneously and not mutually exclusive. Though not compulsory, it is desirable that the system should easily integrate and also use the Digital Universe Software developed by American Museum of Natural History, USA. System's capability to capture any dome scene and render it as dome masters (jpg, png etc. frames) for future use is also desirable.
- Possibility of operating the system using iPad or iPod in addition to the Graphical User Interface (GUI) on the console would be considered an added advantage.
- Graphics and Audio Servers with remote operator's console must be:
 - Professional quality graphic computers capable of handling real-time planetarium shows and pre-rendered high resolution full dome video shows. Having a dome-preview window on operator's console is desirable.
 - All computers must have operating system of the latest professional edition of Windows 64 bit or Mac OS X. Other operating systems will not be accepted.
 - Sufficient disk space for storing all necessary video and audio data.
- Projection System:
 - The actual pixel resolution on dome using multiple channels must not be less than 6 megapixels.
 - The brightness of each of the projectors employed must be not less than 6000 ANSI lumens.
 - The contrast ratio of each projector must not be less than 7000:1.

- The offered projectors must be designed for heavy duty use, Projectors labeled for home use will not be considered.
- The system must include comprehensive set of manuals giving instructions for site preparation, system operation and show production.
- The system must be able to display all astronomical object labels in English, Hindi, Assamese and Bodo language (one at a time).
- The system must be able to produce own astronomical shows in-house.
- The system must provide complete interactive control over astronomical functions of the system. Live lectures should be possible without scripting or pre-programming.
- The Digital Planetarium system must have a rich set of astronomical functions such as real-time customizable star field, spectacular high resolution planets, several atmospheric effects with real-time control.
- The Digital Planetarium system software must have a powerful and intuitive navigation controls such as Fly to destination objects, Free flight through the universe, Powerful pan and zoom controls.

Astronomical Functions:

Database:

- Complete Database of standard star catalogues.
- All 88 Constellations, classical images and lines.
- Galaxies, planets, Sun and Moon, comets and asteroid belt databases.
- Coordinate Grids: Full-dome celestial sphere with equator, ecliptic, North and South Precessional circles, meridian and cardinal points.
- Ability to adjust brightness of stars, planets and their moons, milky way, and grids.
- Nebulous Objects :The Milky Way , All Messier objects (M1 – M110) ,Magellanic clouds

Motion controls:

The system must display:

- Diurnal, Annual, Polar and Precessional motions.
- Display proper motion of bright stars over a two million year period.

3D objects in real time

- 3D dynamic model of solar system
- 3D starfield database navigation
- Orbital paths

Eclipses and Transits:

The system must be able to program and simulate partial, annular and total solar and lunar eclipses.

Theatre Surround Audio System:

The vendor must supply appropriate 7.1 channel audio system along with the system.

Planetarium Shows:

At least 12 (twelve) full dome video shows and three (3) planetarium star shows that meet the following requirements:

- Must be installed on the system
- Shows must include perpetual license
- Each show must be of 20/25 min duration
- All full dome shows must be in 5.1 Dolby digital surround sound formats.
- All full dome shows must be supplied in English, Hindi, Assamese and Bodo narration
- Necessary Scripts and original sound tracks must be supplied for future language modification.
- For each show proposed, a full DVD preview of the show must be included with the Bid package.
- The details of Digital Planetarium and Show Production System Software with supporting Technical literature should be furnished along with the technical bid.
- The software license from the manufacturer of the software should be provided.
- Vendor is to describe full dome shows they have directly created and what the planned production of new shows is for the next 24 months.
- In addition to above show, purchaser may subscribe to the additional shows from the manufacturer as and when required. However, manufacturer must provide the subscription cost of the shows on per year basis.
- All above points are of high importance in the Bid evaluation process. Due importance will be given to above factors for making bid comparison and for making awards.