



# **National Centre for Radio Astrophysics** **TATA INSTITUTE OF FUNDAMENTAL RESEARCH**

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**PUBLIC TENDER NO : NCRA:WF027:PUB407:2020 dtd. 29.09.2020**

NCRA has set up a unique facility for radio astronomical research using the metre-wavelengths range of the radio spectrum, known as the Giant Metrewave Radio Telescope (GMRT), it is located at a site about 80 km north of Pune. GMRT consists of 30 fully steerable gigantic parabolic dishes of 45m diameter each spread over distances of upto 25 km. GMRT is one of the most challenging experimental programmes in basic sciences undertaken by Indian scientists and engineers.

1. **NCRA-TIFR**, Pune, India invites sealed bids in two part, Part– I: Techno-commercial Bid & Part – II: Price Bid for the following:

Description	Earnest Money Deposit (EMD)
Comprehensive Annual Maintenance and service contract of Voltas make : Split Air-conditioning units installed in GMRT Central square and Y array antennas at and around GMRT, Khodad, Tal. Junnar, Dist. Pune 410504 – 64 Nos.  Estimated Cost : ~ <b>Rs. 9 Lakhs</b> (including of GST) per year.  Type of Tender : Two Bid	<b>Rs. 18,000/-</b> in the Form of Demand Draft drawn in favour of “TIFR” payable at Pune.          <b>Tender Fee : Rs. 500/-</b> (Rupees Five Hundred by way of Demand Draft in favour of “TIFR” payable at Pune).
<b>EMD and Tender Fee must be submitted with Technical Bid without fail. (No Exemption even for MSME registered entities).</b>	

<b>Downloading of Tender</b>	<b>From : 29.09.2020, 09.30 hrs. To : 19.10.2020, upto 18.00 hrs.</b>
<b>Submission of Tender</b>	<b>From : 05.10.2020, 09.30 hrs. To : 20.10.2020, upto 18.00 hrs.</b>
<b>Opening of Techno Commercial Bid (Part I).</b>	<b>On : 21.10.2020 at 15.30 hrs.</b>

## **2. Eligibility Criteria :**

Bidder must meet the eligibility criteria specified below and must submit documents in support of the same.

- a. Bidder if required may visit the **GMRT, Khodad to know the exact scope of work and to understand site conditions etc.** with prior intimation to Administrative

Officer, GMRT Office, Khodad by complying all required formalities including Medical Certificate stating No Covid (Coronavirus) like symptoms from a Professional Medical Doctor (MBBS/MD) and he must be fully confident of carrying out the work tendered and bidder to submit certificate of visit as per **Annexure L** with their technical bid in such a case. Bidder who have already visited the site for this job may submit copy of the earlier site visit certificate.

- b. Bid must be valid for a minimum period of **90 (Ninety days)** from the due date for submission of bid.
- c. Bidders must have executed during last **five years** i.e. from 01.04.2015 to 31.03.2020 from :
  - i. Three orders for the enquired CAMC & servicing of 3TR split AC systems costing 40% of the estimated cost and above. **OR**
  - ii. Two orders for the enquired CAMC & servicing of 3TR split AC systems costing 60% of the estimated cost and above. **OR**
  - iii. One order for the enquired CAMC & servicing of 3TR split AC systems costing 80% of the estimated cost and above.

Copies of orders executed in the last five years and order / orders in hand must be enclosed

-The value of executed works shall be brought to current costing level by enhancing the actual value of work at the simple rate of **7% per annum**; calculated from the date of completion to due date for submission of bid.

Bidders should submit the list of works carried out by them, giving details of the clients for whom CAMC is executed, the value of work order etc. They should submit us, along-with their bids, the copy of work orders, performance certificates obtained from the Government / Semi Government agencies / Autonomous Agencies / Institute / reputed pvt. Agencies etc. for whom the CAMC of similar type of AC units is executed.

- d. Bidders must enclose Chartered Accountant's certificate showing their profit & loss for the past 5 years prior to 31.03.2020 i.e. for 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and should have made profit at least for three years out of these 5 years.

**IT returns and balance sheet will not be considered.**

- e. Bidder must submit Solvency Certificate (not prior to **01.01.2020**) for a minimum amount of **40% of the estimated cost** from their bank.
- f. Bidders should submit along-with their bid the details of their local office & list of their technical Staff.

- g. Bidders must have valid **GST registration No.**
- h. Bidder must also submit an undertaking that the work have been carried out by themselves and have not been executed on back to back through other agencies.
- i. Successful bidder must be able to submit :-
  - (i) Performance Guarantee of 5% of Work Order value.
  - (ii) Workmen Compensation Insurance Policy
  - (iii) Indemnity Bond.

### 3. General Information about Bidding.

- a. Bids from bidders who have not accepted our order awarded to them or who have withdrawn from the tender process OR whose EMD/Security deposit has been forfeited by us in the past one year, are not eligible to bid.
- b. Bidding document can be downloaded from our website  
<http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> **and also on**  
<http://eprocure.gov.in/epublish/app> by any interested bidder meeting the above eligibility criteria.
- c. Bidders after downloading the tender document are requested to please send an email to [purchase@ncra.tifr.res.in](mailto:purchase@ncra.tifr.res.in) giving their Full address, contact details.
- d. The bids Part I – Techno-commercial Bid together with all documents sought in eligibility & Part II – Price Bid in separate sealed envelopes duly superscribed with tender no. & due date must reach Purchase Officer, NCRA-TIFR, Pune University Campus, Ganeshkhind, Pune-411007, India. Technical bid will be opened in the presence of Bidders' representatives who choose to attend on the specified date and time alongwith authority letter from their company. In the event of the date specified for bid receipt and opening being declared as a closed holiday for NCRA's office, the due date for submission of bids and opening of bids will be the following working day at the same time.
- e. **RIGHT TO REJECT ANY OR ALL BIDS:** NCRA reserves the right to accept or reject any or all bids without assigning any reasons there for. NCRA also reserves right to reject bids during technical evaluation, based on past performance, experience or any other criteria.
- f. Technical Bids must be accompanied by **Demand Draft towards Earnest Money Deposit / FDR and Demand Draft towards the Tender Fee** specified above without fail.
- g. Price bids will be opened at a later date which will be intimated to only techno-commercially qualified bidders.
- h. NCRA is not responsible for delay or loss of bids in transit.

- i. **Bidders are also requested to visit our website <http://www.ncra.tifr.res.in/ncra/ncra1/public-tenders-1> regularly for addendum /updates if any pertaining to this tender.**
- j. **Both Technical Bid (Part I) and Financial Bid (Part II)** to be submitted duly signed and stamped on each page within the due date and time in separate envelopes and marked on top as Part I and Part II superscribed with the Tender No., due Date in Bold Letters.

Please see attached sheet for conditions of tender.

**PURCHASE OFFICER**



**NATIONAL CENTRE FOR RADIO ASTROPHYSICS**  
**Tata Institute of Fundamental Research**  
**Pune**

**Public Tender No.**

**NCRA:WF027:PUB407:2020**

**Comprehensive Annual Maintenance and service contract of Voltas make : Split Air-conditioning units installed in GMRT Central square and Y array antennas at and around GMRT, Khodad, Tal. Junnar, Dist. Pune 410504 – 64 Nos.**

**CHECK LIST TO BE ENCLOSED WITH TECHNO COMMERCIAL BID**

(Part-I of Tender)

Page 1 of 2

<b>Sr. No.</b>	<b>Particulars</b>	<b>Provide Details</b>	<b>Enclosed</b>
1	Whether EMD enclosed.	D.D.No. .... Dtd..... Rs. FDR No. ... Dtd..... Rs.	<b>Yes / No</b>
2	Demand Draft towards Tender Fee enclosed	D.D.No. ....  Dtd.....	<b>Yes / No</b>
3	Bidders Partnership registration / Company incorporation Copy enclosed of OEM.		<b>Yes / No</b>
4	Incorporation / Registration copy submitted		
5	Company Profile as per <b>Annexure A</b> enclosed		<b>Yes / No</b>
6	Eligibility Criteria Statement duly filled in by bidder <b>Annexure-B</b>		<b>Yes / No</b>
7	Details of orders completed in the <b>past 5 years</b> together with copies of orders submitted as per <b>Annexure C</b> submitted		<b>Yes / No</b>
8	Whether Schedule of deviation from General & Special Conditions is submitted duly signed and Stamped as per <b>Annexure – D</b> enclosed		<b>Yes / No</b>
9	Bid Form as per <b>Annexure G</b> enclosed		<b>Yes / No</b>
10	Undertaking for Amalgamation/Acquisition - <b>Annexure-H</b> enclosed.		<b>Yes / No</b>

Date :

Signature of Bidder :

Name & Designation :

Place :

Company Name & Address :

Company Seal & Phone No. :

**CHECK LIST TO BE ENCLOSED WITH TECHNO COMMERCIAL BID**

(Part-I of Tender)

Page 2 of 2

<b>Sr. No.</b>	<b>Particulars</b>	<b>Provide Details</b>	<b>Enclosed</b>
11	CA Certificate indicating Turnover and Profit or Loss for 5 years prior to <b>01.03.2019</b> enclosed as per <b>Annexure I</b>		<b>Yes / No</b>
12	Format of Solvency Certificate enclosed as per <b>Annexure J</b>		
13	Format for furnishing Bank Details for refund of EMD/ making payment – <b>Annexure-K</b>		<b>Yes / No</b>
14	Format of Certificate of Site Visit – <b>Annexure-L</b>		<b>Yes / No</b>
15	Undertaking for having read and taken note of all the terms and conditions of the Tender as per <b>Annexure M</b> enclosed.		<b>Yes / No</b>
16	Copy of power of attorney to sign the bid enclosed (Applicable for LLP / partnership company / PVT LTD / LTD Company)		<b>Yes / No</b>
17	Undertaking that order have not been executed on back to back basis submitted.		<b>Yes / No</b>
18	Document seeking any exemption / relaxation as per Govt. of India rules submitted		<b>Yes / No</b>
19	Unpriced bid <b>as per Chapter 7</b> enclosed.		<b>Yes / No</b>

20	<b>Price bid – Part II – Chapter 8 (Schedule of work with Qty. &amp; rate of tender document) to be submitted in separate sealed envelope.</b>	<b>Yes / No</b>
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Date :	Signature of Bidder :
	Name & Designation :
Place :	Company Name & Address :
	Company Seal & Phone No. :

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## **A – Introduction**

### **1.1 Eligible Bidders**

Bidders who fulfill the pre-qualification/eligibility criteria as specified in our tender notice are only required to submit their bids and will only be considered for technical evaluation.

Issue/downloading of tender document does not mean that a bidder is qualified to submit the bid. Purchaser's decision in this regard will be final.

### **1.2 Cost of Bidding**

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

### **1.3 Contract Rate / price**

Rate / Prices quoted by the bidder for the services to be performed under this shall be firm.

## **B - The Bidding Documents**

### **1.4 Content of Bidding Documents**

The goods required, bidding procedure and contract terms are prescribed in the Bidding documents which should be read in conjunction.

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

### **1.5 Clarification of bidding documents**

A prospective Bidder requiring any clarification of the Bidding Documents shall contact purchaser in writing at purchaser's address specified in the Tender Notice. Purchaser shall forward copies of its response to all those who have acquired the Bidding Documents directly from it, including the query but without identifying its source. Purchaser if deemed necessary will amend the Bidding Documents as a result of a clarification, purchaser shall do so following the procedure under clause relating to amendment of bidding documents and Clause relating to Deadline for Submission of Bids.

### **1.6 Amendment of Bidding Documents**

At any time prior to the deadline for submission of bids, purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by fax, or by e mail which will be binding on them and the same may also be posted on our website.

In order to allow prospective bidders reasonable time to take the amendment into account, in preparing their bids, purchaser, at its discretion, may extend the deadline for the submission of bids.

## **C - Preparation of Bids**

### 1.7 Language of Bid

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and purchaser, shall be written in **English language only**.

### 1.8 Bid form and price schedule

The bidder shall complete the Bid Form and the price schedules furnished in the bidding documents.

Discount / Prices as applicable to Non Commercial/ Government Educational and Research Institutes should be quoted as purchaser is a Deemed University and also Public Funded Research Institute. Prices for software should be for academic version,

### 1.9 Bid Prices

The price quoted must be **in rupees only**.

**Price must be quoted strictly as per the prescribed Price Bid Formats attached herewith.**

**“If a bidder quotes NIL charges / consideration, the bid shall be treated as unresponsive and will not be considered”.**

### 1.10 Conditional Discount

In case the bidder offer any conditional discount with regard to acceptance of their bid within a specific period or specific payment terms, delivery, quantity etc. the purchaser will not take in to such conditional discount while evaluating their bid.

### 1.11 Bid Currency

Prices shall have to be quoted in Indian Rupees only.

### 1.12 Documents Establishing Bidder's Eligibility and qualifications

The bidder shall furnish, as part of their bid, documents establishing the bidder's eligibility to bid and their qualification to perform the contract if their bid is accepted.

The documentary evidence of the bidders' qualification to perform the contract if the bid is accepted and shall establish to purchaser's satisfaction that, the bidder meets the qualification criteria listed in bidding documents, if any.

1.13 *Documents Establishing Goods' Eligibility and Conformity to Bidding Documents*

To establish the goods' eligibility, the documentary evidence of the goods and services eligibility shall consist of a statement on the goods and services offered.

(a) An item-by-item commentary on our Technical Specifications demonstrating substantial responsiveness of the goods and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.

For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, designated by purchaser in its Technical Specifications are intended to be descriptive only and not restrictive.

1.14 *Period of Validity of Bids*

Bids will have to remain **valid for a minimum of 90 days** from the date of techno commercial bid opening. A bid valid for a shorter period shall be rejected by purchaser as non-responsive.

In exceptional circumstances, purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (by fax or e-mail). The EMD provided shall also be suitably extended.

A Bidder may refuse the request without forfeiting their EMD. A Bidder accepting the request will not be required nor permitted to modify their bid.

Bid evaluation will be based on the bid prices without taking into consideration the above corrections.

1.15 *Format and Signing of Bid*

The bids are to be submitted in two parts as specified in the Tender Notice.

The Bidder shall submit the bids in two parts. First part (Part – I) shall contain Techno commercial bid comprising all documents listed in the Check List, including technical specifications, bill of materials & Drawings, taxes and duties payable, delivery period and validity.

The second part (Part – II) shall contain only the price-bid comprising price schedules with prices.

The bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.

Any inter lineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.

1.16 *Status of Individual signing the offer*

Individuals signing the bid form and other connected documents must specify the capacity in which they sign like :

- (a) Whether signing as a Sole proprietor of the firm.
- (b) Whether signing as a partner of the firm.
- (c) Whether signing for the firm as Agent.
- (d) Whether signing as a director of a private/limited company. Power of attorney to sign the bid to be submitted in case of b, c & d.

1.17 *Abnormally high rate or abnormally low rate*

If the bid is seriously unbalanced in relation to the estimated cost, such bidder will have to submit with their price bid detailed price analysis for any or all items. If the Bill of Quantity / Schedule of work to demonstrate how the price quoted have been arrived at.

## **D - Submission and sealing of Bids**

### 1.18 Submission, Sealing and Marking of Bids

Bidders are advised to inspect and examine if required before submitting their bid the following which may influence or affect their bid.

- (a) Nature of Site.
- (b) Access to Site.
- (c) Space and facilities required.
- (d) Loading, unloading and facilities for shifting of items.
- (e) All other necessary information, risks, contingencies and other circumstances.

Submission of bid by a bidder implies that he has studied the tender documents and has made himself aware of the scope and specifications with all its conditions and other factors.

The bidders may submit their duly sealed bids by post/courier. Purchaser will not be responsible for any misplacement/delay/ loss of tender documents & bids in transit. Bidder can also drop the bid in person in the tender box kept at the reception counter of purchaser after entering the requisite details in the Tender Register kept with the Security Supervisor.

Bids are to be submitted in two parts in separate sealed envelopes specifying tender no. Part-I – Techno-Commercial Bid & Part-II – Price Bid. Both the envelopes must be sent in another sealed cover duly superscribing our tender no., due date and name of the Bidder so as to reach us on or before the due date & time and to be submitted to the address given below :

**Purchase Officer,  
National Centre for Radio Astrophysics,  
Tata Institute of Fundamental Research,  
Post Box No. 3, Ganeshkhind,  
Pune - 411 007. Maharashtra, India.**

**Envelope No. 1: Shall contain “Techno-commercial Bid” (with all the documents listed in Check List) alongwith DD towards Earnest Money Deposit (EMD).**

**Envelope No. 2: Shall contain only “Price Bid” containing price schedule with prices.**

The techno commercial offer **should NOT contain any price information**. It must be submitted in an organized and structured manner. No brochures/leaflets etc. should be submitted in loose form. Please indicate page nos. on your bids,



eg. If the bids are containing 25 Pages, please indicate page nos. as 1/25, 2/25, 3/25 -----25/25.

**Bids, which are submitted without following sealed two bid system, will be summarily rejected.**

The techno commercial bid should contain all commercial terms (except prices) with reference to the bid including drawings.

The techno commercial bid should be complete to indicate that all products and services asked for are quoted. Each page of the bid and cutting/corrections shall be duly signed and stamped by the bidder. **Unsigned bid will be rejected.** Failure to comply with this requirement may result in rejection of the bid.

If the envelope is not sealed and marked as required above, purchaser will assume no responsibility for the bid's misplacement or premature opening and in such cases bids will get rejected.

1.19 *Requirement of Tender Submission*

Bidder must have to bid for all items in the price bid failing which their bids will not be considered. Details of options and accessories for which rates are quoted to be specified in the technical bid.

The techno-commercial bid should have sufficient details to show point wise compliance to the specifications and shall include a full set of descriptive technical literature of the equipment and system proposed.

For site inspection if required before submission of tender, the bidder may contact

**Shri A.A. Diwane / B.S. Patil / Shri R.V. Swami**  
**Giant Metrewave Radio Astrophysics (GMRT),**  
**National Centre for Radio Astrophysics (NCRA),**  
**At. Post. Khodad, Tal. Junnar,**  
**Dist. Pune 410504**  
**Phone No. 02132-258400 / 300**  
**Email . [arvind@gmrt.ncra.tifr.res.in](mailto:arvind@gmrt.ncra.tifr.res.in), [balaso@gmrt.ncra.tifr.res.in](mailto:balaso@gmrt.ncra.tifr.res.in),**  
**[swami@gmrt.ncra.tifr.res.in](mailto:swami@gmrt.ncra.tifr.res.in)**

1.20 *Deadline for Submission of Bids*

Bids must reach Purchase officer, NCRA-TIFR, Pune at the address specified in Tender Notice not later than the time and date specified herein. In the event of the specified date for the submission of Bids being declared a holiday for

purchaser, the Bids will be received upto the appointed time on the next working day.

Purchaser may, at its discretion, extend the deadline for submission of bids by amending the bid documents in accordance with Clause relating to amendment of bidding Documents in which case all rights and obligations of purchaser and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

1.21 *Late Bids*

Any bid received by purchaser after the deadline for submission of bids prescribed will be rejected.

Such tenders shall be marked as late and not considered for further evaluation. They shall not be opened at all and will be returned to the bidders in their original envelope without opening.

1.22 **ACCEPTANCE OF BID** : Institute shall be under no obligation to accept the lowest or any other bid received in response to this tender and shall be entitled to reject any or all bids without assigning any reason whatsoever.

1.23 **PLACING OF ORDER** : Institute reserves the right to place the order for part/full/reduced quantity / reduced period than what is specified in the tender.

## **E - Opening and Evaluation of Bids**

### **1.24      Opening of Bids**

Purchaser will open techno commercial bids one at a time in the presence of Bidder's authorized representatives who choose to attend, as per the schedule given in Tender Notice. The Bidders' representatives who are present shall sign the bids opening sheet evidencing their attendance. In the event of the specified date of bid opening being declared a holiday for purchaser, the Bids shall be opened at the appointed time and location on the next working day. The Price bids shall be opened only after technical evaluation & the date for the same will be intimated to technically qualified bidders at a later date.

The bidders names and the presence or absence of requisite EMD and such other details as purchaser, at its discretion, may consider appropriate, will be announced during the opening.

a) Bids that are received late shall not be considered further for evaluation, irrespective of the circumstances.

**b) Bidders interested in participating for bid opening, should depute their representatives along with an authority letter to be submitted to purchaser at the time of bid opening.**

c) Only one representative of each bidder will be permitted during opening of bids.

### **1.25      Clarification of Bids**

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

### **1.26      Preliminary Examination**

Purchaser shall examine the bids to confirm that all documents and technical documentation requested have been provided to determine the completeness of each document submitted.

Purchaser shall confirm that the following documents and information have been provided in the Bid. If any of these documents or information is missing, the offer shall be rejected.

(a) Bid Form and Price Schedule;

(b) All the bids received will first be scrutinized to see whether the bids meet the basic requirements as incorporated in the bid document. The bids, which do not meet basic requirements, will be treated as unresponsive and ignored. ***The following are some of the important points, for which a bid will be declared as unresponsive and will not be considered for further evaluation:***

- (i) The Bid is unsigned.
- (ii) The Bidder is not eligible.
- (iii) The Bid validity is shorter than the required period.
- (iv) The Bidder has quoted for goods manufactured by a different firm other than what has been specified in the tender document.
- (v) Bidder has not agreed to give the required security deposit & Performance Guarantee.
- (vi) The goods quoted are sub-standard, not meeting the required specification etc.
- (vii) Against the schedule of Requirement (incorporated in the bid), the bidder has not quoted for the entire requirement as specified in that schedule.
- (viii) The bidder has not agreed to some essential condition(s) incorporated in the bid.

#### 1.27 Responsiveness of Bids

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

- (a) Affects in any substantial way the scope, quality, or performance of the Goods and Related Services specified in the Contract; or
- (b) Limits in any substantial way, inconsistent with the Bidding Documents, purchaser's rights or the Bidder's obligations under the Contract; or
- (c) If rectified, would unfairly affect the competitive position of other bidders presenting substantially responsive bids.

Purchaser's determination of a bid's responsiveness will be based on the contents of the bid itself.

If a bid is not substantially responsive, it will be rejected by purchaser and may not subsequently be made responsive by the bidder by correction of the material deviation, reservation or omission.

#### 1.28 Non-Conformity, Error and Omission

Provided that a bid is substantially responsive, purchaser may waive any nonconformity or omissions in the bid that do not constitute a material deviation.

Provided that a bid is substantially responsive, purchaser may request the bidder to submit the necessary information or documentation, within a reasonable period of time, to rectify nonmaterial nonconformity or omissions in the bid related to documentation requirements. Such omission shall not be related to any aspect of the price of the bid. Failure of the Bidder to comply with the request may result in the rejection of their bid.

Provided that the bid is substantially responsive, purchaser shall correct arithmetical errors on the following basis:

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

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

If the price for an item with same part no. is quoted differently at different place, lower rate will be taken as the price of the item.

In the event no rate has been quoted in words or figures for any item/items it will be presumed that the contractor/supplier has included the cost of this/these item/items in other item and rate for such item/items will be considered as zero & supply/work will be required to be executed accordingly.

In case of any tender where unit rate of any item/items quoted is unrealistic, such a tender is liable to be disqualified & rejected.

#### 1.29 Examination of Terms & Conditions, Technical Evaluation

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

Purchaser shall evaluate the technical aspects of the Bid submitted to confirm that all requirements specified in Schedule of Requirements of the Bidding Documents have been met without any material deviation or reservation.

1.30 *Evaluation and comparison of bids*

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

To evaluate a Bid, purchaser shall only use all the factors, methodologies and criteria defined in the bid documents.

The price bids shall be evaluated on the basis of final landing cost which will be calculated as per Institute procedure to bring quotes on equal footing including charges towards installation, commissioning and testing at destination.

1.31 *Contacting Purchaser*

Any effort by a Bidder to influence purchaser in its decisions on bid evaluation, bid comparison or contract award may result in rejection of their bid.

1.32 *Post qualification*

In the absence of pre-qualification, purchaser will determine to its satisfaction whether the bidder/bidders who is/are selected as having submitted the lowest evaluated responsive bid is qualified to perform the contract satisfactorily, in accordance with the bid document.

The determination will take into account the eligibility criteria listed in the bidding documents and will be based upon an examination of the documentary evidence of the bidder's qualifications submitted by the bidder, as well as such other information as purchaser deems necessary and appropriate.

An affirmative determination will be a prerequisite for award of the contract to the bidder. A negative determination will result in rejection of the bidder's bid.

## **F- Award of Contract**

### 1.33 Negotiations

There shall not be any negotiation normally. Negotiations shall be held with the lowest evaluated responsive bidder if required. Counter offers tantamount to negotiations and shall be treated at par with negotiations in the case of one time purchases.

### 1.34 Award Criteria

Purchaser will award the contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined to be the lowest evaluated bid.

### 1.35 **AWARD OF CONTRACT :**

If the rates quoted by more than one bidder are same and lowest. NCRA reserves the right to decide the criteria and proceeding further for awarding the contract. Decision of NCRA-TIFR, Pune shall be final in this regard.

### 1.36 Purchaser's right to divide/vary the Quantities at the time of Award

Purchaser reserves the right at the time of Contract award to decrease the quantity of goods and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions. Further, the purchaser may also divide the quantity and place orders on two or more suppliers. Purchaser also reserves the right to place or not to place order for Spares/accessories.

### 1.37 Purchaser's right to accept Any Bid and to reject any or all Bids

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

### 1.38 Notification of Award

Prior to the expiration of the period of bid validity, purchaser may notify the successful bidder in writing by registered letter or fax or e mail that the bid has been accepted and a separate work order shall follow.

Until a formal order is prepared and sent, the notification of award should constitute a binding contract.

Upon placing order on successful Bidder's, purchaser will release the **Earnest Money** to all unsuccessful bidders.

1.39 Order Acceptance

The successful bidder should submit Order acceptance **within 7 days** from the date of issue.

Purchaser has the powers to extend the time frame for submission of order confirmation and submission of Performance Bank Guarantee. Even after extension of time, if the order confirmation and Performance Bank Guarantee are not received, the contract may be cancelled and limited tenders irrespective of the value shall be invited from the responding firms after forfeiting the **Earnest Money** of the defaulting firm, where applicable, provided there is no change in specifications. In such cases the defaulting firm shall not be considered again for re-tendering.



**CHAPTER 2**  
**GENERAL CONDITIONS OF CONTRACT (GCC)**

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## 2.1 Definitions

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

- a. "Contract/purchase order/work order" means the order placed by purchaser on the Supplier, together with the Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
- b. "Contract Documents" means the documents listed in the work order, including any amendments thereto.
- c. "Contract Price" means the price payable to the Supplier as specified in the contract, subject to such additions and adjustments thereto or deductions there from, as may be made pursuant to the Contract.
- d. "Day" means calendar day.
- e. "Completion" means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
- f. "GCC" means the General Conditions of Contract.
- g. "Related Services" means the services incidental to the supply of the goods, such as transportation, insurance, installation, configuration, training and initial maintenance and other such obligations of the Supplier under the Contract.
- h. "SCC" means the Special Conditions of Contract.
- i. "Subcontractor/sub vendor/sub fabricator" means any natural person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier & shall include his heirs, legal representatives, successors and permitted assigns.
- j. "BoM" means bill of material.
- k. 'Centre Director' shall mean Center Director, NCRA-TIFR, Pune & shall include his successor and assigns, as well as his authorized officers/ representatives
- l. 'Engineer' shall mean the engineer/representative of the owner/ purchaser.
- m. 'Bidder / Tenderer' shall mean the firm/ party who bids against an enquiry / tender.
- n. 'Vendor/ Contractor/ Fabricator/Supplier' shall mean the successful BIDDER whose bid has been accepted by the owner/ purchaser and on whom the 'Contract' or 'Purchase Order' is placed by the owner/purchaser and shall include his heirs, legal representatives, successors and permitted assigns.
- o. 'Manufacturer' refers to a person or firm who is the producer and furnisher of material or designer and fabricator of equipment to either the owner/ purchaser or the vendor/ contractor or both under the contract.
- p. 'Others' shall mean other successful bidders whose bids have been accepted by the owner/ purchaser and shall include their heirs, legal representatives, successors and permitted assigns.
- q. Owner / Purchaser / Cente / Institute mean NCRA-TIFR Pune.
- r. 'Inspector' shall mean the authorized representatives appointed by the owner/ purchaser for purposes of the inspection of materials/ equipment/ works.
- s. 'Site' shall mean the actual place of the proposed work as detailed in the

specification or other place where work has to be executed under the contract or item to be supplied.

- t. 'Month' shall mean calendar month.
- u. 'Specification' shall mean collectively all the terms and stipulations contained in those portions of the 'Contract' known as General Conditions, the Specifications and such Amendments, Revisions, Deletions or Additions, as may be made in the Agreement and all written Agreements made or to be made pertaining to the method and manner of performing the Work or to the quantities and qualities of the materials to be furnished under this 'Contract'.
- v. 'Bid' shall mean the proposal/ document that the BIDDER submits in the requested and specified form in the 'Specification'.
- w. 'Item' 'Items' 'Goods' 'Stores' Plant' or 'Equipment' and 'Work' or 'Works' shall mean respectively the goods to be supplied and services to be provided by the vendor/ contractor/ fabricator under the 'Purchase Order' or 'Contract'.
- x. 'Date of Contract' shall mean the calendar date on which the owner/ purchaser and vendor/ contractor/ fabricator have signed the 'Contract'. 'Effective Date of Contract' shall mean the calendar date on which the owner/ purchaser have issued to the vendor the 'Letter of Intent' or three months prior to the 'Date of Contract' or six months prior to the date of issue of import license whichever is later or as otherwise mutually agreed to between the owner/ purchaser and the vendor.
- y. 'Contract Period' shall mean the period during which the 'Contract' shall be executed as agreed between vendor/ contractor/ fabricator and owner/ purchaser in the 'Contract'.
- z. 'Warranty' / 'Guarantee Period' shall mean the period during which the 'Plant' or 'Equipment' shall give the same performance as guaranteed by the vendor in the Schedule of Guarantee as in the 'Specification'.
- aa. 'Approved' and 'Approval' where used in the 'Specification' shall mean respectively approved by and approval of the owner/ purchaser.
- bb. When the words 'approved', 'approval', 'subject to approval', 'satisfactory', 'equal to', 'proper', 'requested', 'as directed', 'where directed', 'when directed', 'determined', 'accepted', 'permitted', or words and phrases of like import are used, the approval, judgment, direction etc. is understood to be a function of the owner/ purchaser.
- cc. 'Engineer's Instructions' shall mean any drawings and / or instructions oral and/ or in writing, details representative of the owner/ purchaser from time to time during the 'contract period'.
- dd. 'Writing' shall include any manuscript, typewritten or printed statement, under or over signature and/ or seal as the case may be.
- ee. "Notice in Writing" or 'Written Notice' shall mean a notice in written, typed or printed characters sent (unless delivered personally or otherwise proved to have been received) by registered post to the last known private or business address or registered office of the addressee and shall be deemed to have received when the ordinary course of post it would have been delivered.
- ff. 'Contractor's Works' or 'Manufacturer's Works' shall mean and include the land and the other places which are used by the Vendor/ Contractor/ Fabricator or Sub-vendor/ Sub-contractor/ Sub-fabricator for the manufacture of the 'Equipment ' or

- performing the 'Works'.
- gg. 'Commissioning' shall mean integrated activity covered under 'Preliminary Operation', 'Trial Operation' and carrying out 'Performance Tests'.
- hh. 'Trial Operation' shall mean the integrated operation of the Plant, system/ Equipment covered under the 'Contract' for a specified period at a specified load for providing trouble-free operation of the Plant/ system/ Equipment covered under the 'Contract'.
- ii. 'Performance Tests' shall mean such tests as are prescribed in the 'Specification', to be done by the vendor before the Plant is taken over under guarantee by the owner/ purchaser.
- jj. 'Virtual Completion' shall mean that all Work is completed as directed and the 'Site' is cleared to the satisfaction of the owner/ purchaser.
- kk. 'Commercial Use' shall mean that use of the 'Equipment' or 'Work' which the 'Contract' contemplates or that for which 'Equipment' or 'Work' is commercially capable.
- ll. 'Minor Modification' as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' or 'Work' which need a maximum of 48 man-hours per item of work. In the case of civil contracts, it shall be 'Works' which need a maximum of 8 man-hours per item of work.
- mm. 'Major Modification' as applied to equipment erection contracts only, shall mean the modification work required to be done on the 'Equipment' and 'Works' needing more than 48 man-hours per item of work, where such work is required to be done for no fault of the Vendor/ Contractor. In the case of work contracts, it shall be 'Works' needing more than 8 man-hours per item of work.

## 2.2 Amalgamation/Acquisition

In the event the Manufacturer/Supplier proposes for amalgamation, acquisition or sale of its business to any firm during the contract period, the Buyer/Successor of the Principal Company are liable for execution of the contract and also fulfillment of contractual obligations i.e. supply, installation, commissioning, configuration, warranty, maintenance/replacement of spares accessories etc. while submitting your bid, Bidders need to confirm the same in writing.

## 2.3 Scope of Supply

The Goods and Related Services to be supplied shall be as specified in the Price Schedule.

## 2.4 Suppliers' Responsibilities

The Supplier shall supply all the Goods and Related Services included in the BoM, and the Delivery and Completion schedule. Supply means : "Supply, Schedule, as per GCC Clause relating to delivery and document. Design, Installation, testing, Commissioning and satisfactory demonstration of the

whole system and training & providing after sales services during warranty period”. Charges payable for the same should be specified in the price bid.

2.5 Contract price

Prices charged by the Supplier for the Goods / Services supplied and the Related Services performed under the Contract shall be firm.

2.6 Copy Right

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

2.7 Application

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

2.8 Standards

The Goods supplied and services rendered under this Contract shall conform to the standards mentioned in the Technical Specifications and Schedule of Requirements, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned institution.

2.9 Patent/design/copy right/trade mark / third party claim Indemnity

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

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

## 2.10 Packing

The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights permissible under existing road/rail/sea limitations and shall take into consideration, the remoteness of the Goods' final destination and the absence of heavy handling facilities at all points in transit.

The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions given by purchaser.

Even when no packing specification is included it will be suppliers responsibility to provide appropriate packing depending upon the nature of the supply and the transportation and handling hazards.

The equipment shall be so packed and protected as not to suffer deterioration, damage or breakage during shipment and storage in a tropical climate.

Each package shall be properly labeled to indicate the type and quantity of material it contains, the purchase order number its dimensions and weights and any other necessary data to identify the equipment and relate it to contract. Packing slip containing description of item & qty. must be affixed on the box.

Empty packages / packing material will become property of the owner.

If wood has been used for packing, Fumigation certificate to be provided with the shipment.

## 2.11 Delivery of items

Supplier/manufacturer will have to deliver the item/s at delivery point specified in SCC.

## 2.12 Duration for Completion of contract.

The items will have to be supplied within the period specified in the SCC.

## 2.13 Incidental Services

The supplier may be required to provide any or all of the services, if any, specified in SCC.

2.14 Despatch Documents

- 2.14.1 The following documents in original are to be sent to Purchaser.
- Full set of invoice showing Quantity and Amount.
  - Packing slip indicating no. of packages, gross and net weight.
  - Manufacturers internal test, inspection certificates.
  - Soft copy of user / instruction installation manuals in English.
  - Inspection certificate issued by the Purchaser's Inspector, if any;
  - Guarantee/Warranty certificates issued by Original Equipment Manufacturer.
  - Fumigation Certificate if wood is used in packing.

- 2.14.2 The following documents are to be handed over to the carrier / transporter while handing over the item.

- Three Sets of Invoice.
- Two Sets of packing slip.
- Fumigation Certificate if wood has been used in packing.

2.15 Severability :

If any provision of this contract is determined to be invalid or unenforceable, it will deemed to be modified to the minimum extent necessary to be valid and enforceable. If it can not be so modified, it will be detected and deletion will not affect the validity or enforceability of any other provision.

- 2.16 *Centre reserve the right to reject the bid in case any discrepancy is observed in the unpriced bid and actual price bid.*

2.17 Assignment

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

2.18 Indemnity :

Selected bidder shall also, indemnify and hold harmless centre from any third party, Govt. claim, losses, penalties if any arising in connection with this contract.

2.19 Extension of time

Delivery of the Goods and performance of the Services shall be made by the Supplier in accordance with the time schedule specified by purchaser.

If at any time during performance of the Contract, the Supplier or its sub-contractor(s) should encounter conditions impeding timely delivery of the Goods and performance of Services, the Supplier shall promptly notify purchaser in writing the fact of the delay, its likely duration and its cause(s). As soon as practicable after receipt of the Supplier's notice, purchaser shall

evaluate the situation and may, at its discretion, extend the Supplier's time for performance with or without penalty, in which case the extension shall be ratified by the parties by amendment of the Contract.

Except as provided under the Force Majeure clause of the GCC, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages unless an extension of time is agreed upon pursuant to above clause without the application of liquidated damages clause.

#### 2.20 Termination for Default

Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part

(a) If the Supplier fails to deliver any or all of the Goods within the period(s) specified in the contract, or within any extension thereof granted by purchaser; or

(b) If the Supplier fails to perform any other obligation(s) under the Contract.

(c) If the Supplier, in the judgment of purchaser has engaged in corrupt or fraudulent or collusive or coercive practices as defined in instruction to bidder on Fraud or Corruption in competing for or in executing the Contract.

In the event Purchaser terminates the contract in whole or in part, it may take recourse to any one or more of the following action:

a) Forfeiting Security deposit;

b) Purchaser may procure, upon such terms and in such manner as it deems appropriate, item / equipment similar to those undelivered, and the supplier shall be liable for all available actions against it in terms of the contract.

c) However, the supplier shall continue to perform the contract to the extent not terminated.

#### 2.21 Force Majeure

Notwithstanding the provisions of GCC Clauses relating to extension of time, penalty and termination for default, Supplier shall not be liable for forfeiture of their Security deposit, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.

For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, acts of purchaser in its sovereign



capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, earthquakes, storms and freight embargoes.

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

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

#### 2.22 Termination for Insolvency

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

#### 2.23 Termination for Convenience

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

The Goods that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by purchaser at the Contract terms and prices. For the remaining Goods, purchaser may elect:

- (a) To have any portion completed and delivered at the Contract terms and prices; and/or
- (b) To cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and for materials and parts previously procured by the Supplier.

- 2.24 **TERMINATION OF CONTRACT:** If you have become bankrupt or have abandoned the works without any serious reason or deliberately delayed the work or is not carrying out the works under the terms and conditions of this contract, the Engineer reserves the right to terminate the contract at any time by giving written notice to you and you shall not be eligible for any compensation for the same.

In such a case, the Institute shall take over the charge of the works and other materials lying on the works site. The work shall be carried out by employing other persons at your risk and cost. Any difference in the cost which may become payable in all such cases will be deducted by the Institute from your security deposit or other dues.

- 2.25 **PROVISION OF CANCELLATION OF ORDER:** The Institute reserves the right to cancel the contract at any time by giving 30 days written notice. Similarly, if the Contractor wishes to withdraw his services he may do so by giving 30 days' notice in writing. Extension of the contract if required may be considered with mutual agreement depending on the need of the Institute and based on the past performance of the contractor.

2.26 Discrepancies & Order of Preferences:

In case of ambiguities or discrepancies following order of preferences shall hold good:

- a. Purchase Order.
- b. Technical Specifications
- c. Special Conditions of contract.
- d. General Conditions of Contract.

2.27 Governing Language

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

2.28 Applicable Law/Jurisdiction

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

2.29 Notices

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

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

2.30 *Right to use Defective Goods*

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

2.31 *Materials*

All goods or materials shall be supplied strictly in accordance with the specifications stated in the purchase order or change orders issued by the purchaser.

All goods or materials supplied or used shall be new and of first quality should not be obsolete & going to be obsolete. Where foreign or partly foreign goods or materials are offered or intended to be used, the fact must be specifically stated and brought to the notice of the purchaser.

2.32 *Waiver*

Purchaser shall be at liberty to waive any breach of any terms or conditions or warranty. Waiver by purchaser or a breach by vendor or any provision of the order shall not be deemed a waiver of future compliance therewith and such provision shall remain in full force and effect.

2.33 *Purchaser's Comments*

Vendor shall not be relieved of his obligations under the order, including but not limited to his warranty obligations stated herein by incorporating Purchaser's design and fabrication comments into the goods ordered hereunder.

2.34 *Responsibility of Vendor*

Upon oral or written notification of defects in or malfunctioning of the goods during normal operation, which require corrective action, vendor shall send the necessary personnel to job site to supervise and assume responsibility for repairs and/ or replacement, if necessary of the defective goods or material. If vendor does not expeditiously take steps to correct the breach, purchaser may do so at the cost and expenses incurred by purchaser to repair or replace malfunctioning or nonconforming goods.

Equipment, items or components repaired or replaced by vendor shall have warranty till completion of one year from the date of installation of the equipment.

2.35 Lien in respect of claims in other contract

- 2.35.1 Any sum of money due and payable to the Contractor (including the Security deposit / Performance Guarantee returnable to him) under contract may be withheld or retained by way of lien by the Centre against any claim of the Centre or such other person or persons in respect of payment of a sum of money arising out of or under any other contract made by the contractor with the Centre.
- 2.35.2 It is an agreed term of the contract that the sum of money so withheld or retained under this clause by the Centre will be kept withheld or retained as such by Centre till this claim arising out of in the same contract or any other contract is either mutually settled or determined by the arbitrator, and that the contractor shall have no claim for interest or damages whatsoever on this account or on any other ground in respect of any sum of money with-held or retained under this clause and duly notified as such to the contractor.

2.36 With-holding and lien in respect of sums claimed

- 2.36.1 Whenever any claim or claims for payment of a sum of money arises out of or under the contract against the contractor, Centre shall be entitled to withhold and have a lien to retain to the extent of the such claimed amount, from any sum or sums found payable or which at any time thereafter may become payable to the contractor under the same contract or any other contract with the Centre.
- 2.36.2 It is an agreed term of the contract that the sum of money or money so withheld or retained under the lien referred to above by the Centre will be kept withheld or retained as such by the Centre till the claim arising out of or under the contract is determined by the Arbitrator and that the contractor will have no claim for interest or damage whatsoever on any contract in respect of such with-holding or retention under the lien referred to and duly notified as such to the contractor.
- 2.37 **SETTLEMENT OF DISPUTE** : For any dispute arising out of the contract, it should be the intention of both the parties to settle the matter amicably without referring it to the Court of Law. In case dispute is not getting settled amicably it will be referred to arbitration as under.

2.38      **ARBITRATION :**

- 2.38.1      Purchaser and the contractor shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
- 2.38.2      If, after twenty-one (21) days, the parties have failed to resolve their dispute or difference by such mutual consultation, then either purchaser or the contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided, as to the matter in dispute, and no arbitration in respect of this matter may be commenced unless such notice is given. Any dispute or difference in respect of which a notice of intention to commence arbitration has been given in accordance with this Clause shall be finally settled by arbitration. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
- 2.38.3      The dispute settlement mechanism/arbitration proceedings shall be concluded as under:
- (a) In case of Dispute or difference arising between purchaser and contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Indian Arbitration & Conciliation Act, 1996, the rules there under and any statutory modifications or re-enactments thereof shall apply to the arbitration proceedings. The dispute shall be referred to the sole arbitrator mutually acceptable to contractor and purchaser. The award of the arbitrator so appointed shall be final, conclusive and binding on all parties to this order. Charges of the arbitrator will have to be shared equally by the Contractor and the Purchaser.
- 2.38.4      The venue of the arbitration shall be the place from where the purchase order or contract is issued.

## **CHAPTER 3**

### **SPECIAL CONDITIONS OF CONTRACT (SCC)**

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## Chapter 3

### SPECIAL CONDITIONS OF CONTRACT (SCC)

The following Special Conditions of Contract (SCC) shall supplement and / or amend the General Conditions of Contract (GCC). Whenever there is a conflict, the provisions herein shall prevail over those in the GCC.

3.1 *The Purchaser is:*

**National Centre for Radio Astrophysics  
Tata Institute of Fundamental Research  
Pune University Campus, Ganeshkhind,  
Pune - 411007, Maharashtra, India  
Phone : +91 20 2571 9000/9111  
Fax : +91 20 25692149  
E-mail : [purchase@ncra.tifr.res.in](mailto:purchase@ncra.tifr.res.in)**

3.2 *Address where goods are to be delivered and installed is ;*

**Giant Metrewave Radio Telescope (GMRT) Observatory,  
National Centre for Radio Astrophysics (NCRA),  
Tata Institute of Fundamental Research (TIFR),  
Khodad (Near Narayangaon), Tal. Junnar,  
Dist. Pune 410504, Maharashtra, India.  
Phone : +91 02132 – 258300 / 258400  
Fax : +91 20 25692149**

3.3 *Scope of Work*

Supply of items as specified in **Chapter –4** of this tender document.

The supplier shall have to depute their specialist to purchaser site at no extra cost during the Warranty period for (a) attending to faults, (b) providing on-job training to personnel in operation, trouble shooting and maintenance (c) attending to commissioning related issues and (d) programming of software etc. (e) providing after sales service.

3.4 *Earnest Money Deposit (EMD)*

Earnest Money Deposit is obtained to ensure the earnestness of the tenderer in the participation of the tender and as a deterrent against the tenderer withdrawing or altering his bids during the bid validity.

### Quantum of Earnest Money Deposit

**Rs. 18,000/-** in the form of Demand Draft drawn in favour of “TIFR” payable at Pune.

### Rejection of Tenders not Accompanied with Earnest Money Deposit

Tenders/offers from the tenderers not accompanied with Earnest Money Deposit, as demanded, will be rejected summarily.

### Refund of Earnest Money Deposit

- (a) EMD of bidders who do not qualify during Technical Evaluation will be released on completion of Technical Evaluation.
- (b) EMD of all technically qualified bidders (Except for L1) will be released after release of order on L1.
- (c) EMD of successful bidder will be released on receipt of Security Deposit.

### The Earnest Money Deposit will be forfeited:

- (a) If a Bidder withdraws or amends or impairs or derogates its bid during the period of bid validity specified by the Bidder on the Bid Form; or
- (b) In case of a successful Bidder, if the Bidder fails to furnish order acceptance within 15 days of the order or fails to furnish Security deposit within 21 days from the date of order or before the extended date.

## 3.5 Performance Guarantee / Performance Bond

Performance Bond is obtained as a back-up surety for fulfilment of obligation by the Contractor after satisfactory completion of the contract.

### Form of Performance Bank Guarantee

Bank Guarantee as per prescribed format to be executed from any one of the nationalized banks or Scheduled bank on non-judicial stamp paper of appropriate value.

### Quantum & Value of Performance Bank Guarantee

The bidder on whom order will be placed, shall deposit an amount equal to **5% (five percent)** of the value of the work including taxes as Performance Guarantee within 21 days of award of work, valid till completion of work plus Two months for proper fulfillment of the Contract. **This period can be further extended at the written**



**request of the contractor for a maximum period ranging from 1 to 15 days with late fee @ 0.1% per day, of performance guarantee amount.**

In case Performance Guarantee is not submitted order will be cancelled and EMD will be forfeited.

#### Validity of Performance Bank Guarantee

Bank Guarantee should be valid till at least two months beyond the expiry date of warranty period.

Performance Guarantee Amount will not carry any interest.

### 3.6 Evaluation Criteria

On the due date the Techno commercial bids will be opened and referred to the technical evaluation Committee.

The information received and the bids already submitted together will be examined with reference to the tendered specifications and evaluation is made by the Committee.

After the technical evaluation is completed and approved, Purchaser shall inform the bidders whose bids have been rejected technically with the reasons for rejection.

**The price bids of the Bidders whose techno commercial bids are found to be technically deficient or do not meet the qualification criteria as specified in this tender will be returned to them without opening.**

The successful bidders will be informed regarding the date and time of Price bid opening.

- 3.7. **CONTRACT PERIOD** : Contract period will be initially for one year **(from the date of issue of work order / as mentioned in the work order)**. Contract can be extended further with mutual agreement for a period of two years, one year at a time if services provided is found satisfactory and there is no change in conditions of contract at the rates quoted in the tender.

### 3.8 **DECISION CRITERIA :**

- a. Rates for all three years will be taken into consideration.
- b. Centre reserves the right to consider or not to consider for rates of rate contract **(Refer Part II – price Bid for Rate contract for repairs works of ACs)** for placing the order.
- c. Appropriate loading will be done for deviations.
- e. If the rates quoted by the technically qualified bidder are same, then the bidder getting higher technical capability as assessed by NCRA on various grounds will be the decision criteria.

f. If this also results in same, then NCRA reserves right to split order suitably among the bidders. This is an exclusive right of NCRA.

3.9. **METHOD OF PAYMENT:** The payment will be made on monthly basis. You shall submit your bill on 1st of every month for services provided in the previous month duly certified by our Engineer, which will be paid within 7 working days and NCRA/TIFR/GMRT reserves the right of including or excluding any number of A.C. units into/ from the contract at any time.

3.10. **GST :** As applicable, will be paid Extra at actuals.  
**GST TDS will be deducted as applicable.**

### **3.11 Income Tax**

Income Tax will be deducted on full value of bills where rates for supply and labour are not quoted separately by bidder.

Income Tax will be deducted only on labour charges where labour charges are quoted separately by bidder .

### 3.12 Billing address :

**Giant Metrewave Radio Telescope (GMRT) Observatory,  
Tata Institute of Fundamental Research (TIFR),  
National Centre for Radio Astrophysics (NCRA),  
Khodad (Near Narayangaon), Tal. Junnar,  
Dist. Pune 410504, Maharashtra, India.  
Phone : +91 02132 – 258300 / 258400  
Fax : +91 20 25692149**

### 3.13 Removal of Rejected Items :

Any item submitted for inspection and rejected by the purchaser must be removed by the supplier, within fourteen days from the date of receipt of intimation of rejection. Such rejected items shall lie at the supplier's risk from the time of such rejection and if not removed within the aforementioned time, the Purchaser shall have the right to dispose off the same at the supplier's risks and on cost and to appropriate such portion of the proceeds as may be necessary to cover any loss or expenses incurred by the purchaser in connection with the said sale.

### 3.14 Recovery of Sums Due :

Whenever any claim for the payment of, whether liquidated damage or not, arises out of or under this Contract against the supplier, the Purchaser shall be entitled to recover such sum by appropriating, in part or whole the Security deposit furnished by the supplier. In the event of the Security Deposit being insufficient, then the balance or the total sum recoverable, as the case may be, shall be deduced from

any sum then due or which at any time thereafter may become due to the supplier under this or any other contract with purchaser. Should this sum be not sufficient to cover the full amount recoverable the Contractor shall pay to the Purchaser on demand the remaining balance due. Similarly, if the Purchaser has or makes any claim, whether liquidated damages or not against the supplier under any other Contract with the Purchaser, the payment of all amount payable under the Contract by the Contractor including the security deposit shall be withheld till such claims of the Purchaser are finally adjudicated upon and paid by the supplier.

### 3.15 Formation of Technical and Evaluation Committee

The Technical Evaluation Committee will be constituted by Centre Director. He may nominate some external/expert members, if required.

### 3.16 Terms of the Technical Evaluation Committee

A committee will go through the technical aspects of the tender and short list such firms whose bids are technically and commercially acceptable.

The technical evaluation will be an assessment of the Techno commercial Bid. Committee will proceed through a detailed evaluation of the Techno commercial Bids in order to determine whether they are substantially responsive to the requirements set forth in the tender. In order to reach such a determination, committee will examine the information supplied by the Bidders, and shall evaluate the same as per the specifications mentioned in this tender.

The technical committee may formulate evaluation criteria in addition to the specifications and requirements indicated in the tender, in the interest of Purchaser and this criteria/recommendation will also form as a part for short-listing of the firms whose technical bids are acceptable.

The Technical Committee will examine all the Technical aspects of the bids received. Further, the Technical Committee may seek additional information from the existing users at NCRA or from other Labs/Organizations and also call for Technical presentations from the bidders if required.

The recommendation/decisions of the Technical Evaluation Committee is final and binding on all the bidders.

### 3.17 **Past Performance :**

In case the past performance of the tenderer is not found to be satisfactory with regard to quality, delivery, warranty obligation and non-fulfillment of terms and conditions of the contract, their offer is liable to be rejected by the purchaser.

**3.18 SAFETY & SECURITY: WORKMEN COMPENSATION INSURANCE POLICY:** You shall obtain Workmen Compensation Insurance Policy valid till completion of the work for all the persons you deploy for this work.

Workmen Compensation policy must be taken keeping in consideration following:

- i. Minimum one helper and minimum one A/C Mechanic deployed for the work.
- ii. Place of Work: GMRT antenna sites- 30 antennae (Central square and Y array sites) at & around, Village Khodad / near Narayangaon, Tal. Junnar, Dist. Pune.

If any work to be executed under contract period, you shall obtain WCP before starting such work at your own cost.

Copies of such Insurance Policy be submitted directly to our Purchase Section Accounts Section NCRA, and Administrative Officer, **Electrical section, GMRT**. You should also promptly report in writing to us all cases of accidents and damages. However, irrespective of the cause and place of occurring, during the execution of the work, you should make adequate arrangements to render all possible aid to the victims of such accidents and damages during the execution of the work.

**3.19 Indemnity Bond:** As per **Annexure F**, *Successful bidder after receipt of order submit the Indemnity Bond within 15 days of receipt of order and* should also indemnify us on a non-judicial Stamp Paper of **Rs. 500/-** that in the event of happenings of anything of such nature, it would neither affect the work nor us in any way in respect of all Actions, Acts, Suits, Claims and Demands brought or made against NCRA by your workmen or any other person or persons whomsoever in connection with the works or in respect of any matter or thing done or committed to be done by you in the execution of or in connection with the works notwithstanding that all reasonable and proper precautions may have been taken by you against any loss or damage to the Owner in consequence of any action or suit being brought against NCRA for anything done or committed to be done in connection with the execution of the work. The indemnity given by you as aforesaid shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person resulting in death or otherwise.

The indemnity given by you shall extend to making good all claims and demands arising out of losses/damages to property of every description and kind, the infringement of any legal right as well as injury or accident to any person resulting in death or otherwise.

**3.20 (A) Deployment of Labour & Machinery :** You shall not employ any person who has not attained the age of 18 years. You shall deploy sufficient equipment's and labour as may be necessary to maintain the progress of schedule. Night work which requires

supervision shall not be permitted except when specially allowed by Engineer each time. On your request, you will be provided necessary lighting arrangements etc. for night work as directed by Engineer.

(B)The Contractor should ensure that their workers do not roam in the premises, other than the assigned work place, without permission.

Workers should not spoil the area such as toilets, canteen, corridors, pathways, roads, etc. by spitting, throwing garbage, etc.

Workers should not make noise near the office areas.

Workers should not cut trees, pluck flowers, pick up any material laying in the campus, etc.

3.21 Work at Night or on Holidays : No work at night or on legal holidays will be carried without the written consent of the Engineer and if permitted such work to be done in the presence of the Engineer or his representative.

3.22 Demobilisation / Site Clearance : On completion of works under this contract, you shall clear up the site and remove from the site all surplus materials, equipment's, debris, centering etc. and shall handover the site to us in a condition satisfactory to the Engineer

3.23 If any of the item/items supplied found to be not original, same will have to be replaced with original item/items at no extra cost to Centre. Delay on this will be to the account of the Contractor.

3.24 **STORAGE OF YOUR TOOLS AND MATERIALS & Transport of men and materials:** You shall make your own arrangement for storage / safety of tools, plants, machinery, materials.

It is the responsibility of successful bidder to ensure that arrangement is made for receiving and safekeeping of all items required for carrying out the work under their custody and supervision.

3.25 Centre if required can only provide an open space ***for carrying out repairs at site (in GMRT Khodad Central Square campus)*** where contractor can make arrangement for safekeeping of their goods. No space will be provided for temporary accommodation of workers.

3.26 Items brought for carrying out work at Centre's site cannot be taken out without valid permission.

3.27 Protection of property: You shall be responsible for making good to the damages to the existing property during the work by your men. During the execution of work, it is likely that you may come across telephone cables, electrical cables, water supply lines, Lan cable etc. It will, therefore, be your responsibility to protect them

carefully. All such cases should be brought to the notice of the Engineer by you and also to the concerned department. Any damage what-so-ever done to these are be made good by you at your own cost.

- 3.28 **SAFETY & SECURITY:** The Contractor shall be fully responsible for the safety and security of his workmen and staff and will ensure to maintain necessary records for payment and other details as per the prevailing Procedures and Acts. You will be fully responsible for any personal injury, accident, death of your personnel and shall take proper precautions against any such loss or damages. Contractor should take care human safety to his deputed staff.

3.29 **Applicable Law and Jurisdiction of Court**

This contract shall be governed by the Law of India being in force. Only the competent Courts of Law in Pune will have the jurisdiction in respect of any dispute, concerning this contract, over the arbitration proceedings etc.

3.30 **OTHER TERMS AND CONDITIONS:**

(a) The contractor shall give complete cooperation for the execution of the works by the other agencies/contractors or the representatives deputed by the Institute, if required to be carried out simultaneously by other agencies while his own work is in progress. The coordination will be effected in consultation with the Engineer In-charge of the work.

b) The bidder/contractor shall employ adequate [**as mentioned under 3.18 (i)**] staff, during the execution of this work, such as qualified technical person air-conditioning mechanic having adequate experience. These staff should be available at site whenever required by the Group Head or his authorized representative to take instructions and shall be available during and if required after office hours during the period of execution of this contract.

c) The contractor shall depute during the execution of the work under the contract only such persons who are careful, skilled and experienced in their respective trades / fields and the Group Head shall be at liberty to object to and can ask the contractor to remove from the work any persons employed by the contractor during the execution of works who in the opinion of the Group Head misconducts or is incompetent, or negligent in the proper performance of his duties.

- 3.31 In case of any interpretational issues arises in this tender, the interpretation / decision of NCRA-TIFR shall be final and binding on the bidder.

- 3.32 The competent authority on behalf of T.I.F.R. does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all the tenders

received without assignment of a reason. All tenders in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer, shall be summarily rejected.

3.33 Canvassing in connection with this work order is strictly prohibited and the bids submitted by the vendors who resort to canvassing will be liable to rejection.

3.34 On acceptance of the tender, the name of the authorized representative(s) of the vendor, who would be responsible for taking instructions from the Engineer concerned, shall be communicated.

**3.35 Instructions given by our Site Engineer should be strictly followed.**

3.36 Contact person for understanding the Scope of Work and for seeing the Antenna Site:

**Shri A.A. Diwane / Shri B.S. Patil / Shri R.V. Swami**  
**GMRT, Khodad, Tal. Junnar, Dist. Pune 410504**  
**Tel. 02132-258400 /300.**

## Chapter 4

### (A) SCOPE OF WORK

#### 4. SCOPE OF WORK for Comprehensive annual maintenance contract of Split AC units.

- 4.1 Scope of work under this contract involves operation and maintenance (both preventive and breakdown) of AC units. Comprehensive annual maintenance & servicing of the air-conditioners in general includes the following activities (including other necessary works required to maintain the AC's in healthy working conditions to maintain the desired temperature i.e. 20 degree Celsius +/- 2 degree Celsius in antennae cages) and the selected contractor should carry out the same. **Contractor should depute his technical staff quantity as mentioned under.**

#### 4.2 Checks/Maintenance of 30 Antenna site.

- A) The Split A/C units are to be checked and **preventive maintenance** done by your team of operators on cyclic basis. Each unit should be attended minimum once in a month (and as per the machine performance requirement) and performance/status report submitted on following morning. Each team's daily report must be available to Group Head on the following morning.
- B) Each split unit in the Central Square & Y-arm antenna shells shall be checked and maintained by your team, consisting of one A.C. mechanic and one helper on cyclic basis. Each shell unit must be attended at least once a week (and as per the machine performance requirement) and minor repairs if any also to be attended too. Major repairs are to be attended and covered under breakdown maintenance as explained in this tender.
- Daily reports of each inspecting/operating/maintaining team are to be submitted to the Engineer-In-Charge on daily basis.
- C) Every antenna AC's shall be visited on cyclic basis for visual inspection of AC units for their healthiness by checking compressor suction and discharge line, noise/vibration, condition of condenser fan blade, compressor current & Voltages. Temperature of Grill, Room, Ambient and evaporator air flow and overall functioning of the AC machines for satisfactory performance.
- D) Breakdown maintenance of Split Air Conditioning units in shells is to be done as per the procedure given below:

All the breakdowns shall be attended to satisfactorily within 12 hours of reporting by site operators. Contractor may bring the separate repairs and break down maintenance team /staff (other than the daily inspection team/teams) without failure and try to repair the faulty machines and put them back into operation as stated earlier. If outside mechanics/experts are to be called, the faults are to be cleared within 72 hours. Group head should be informed on an urgent basis, the nature of faults and rectification, completion time thereof.

Before taking up any major breakdown work, the Group head should be informed in writing and permission obtained in writing for carrying out the rectification work.



**4.3) Weekly/Monthly / Quarterly Preventive Maintenance activities:** Each unit is also to be attended for preventive maintenance on weekly/monthly /quarterly basis and the schedule of which is to be prepared and submitted to the Engineer concerned. However breakdown reported/noticed if any should be attended immediately. Under Mentioned works shall be covered and carried out during this preventive maintenance work.

- A) Cleaning of filters, blowers, indoor unit grills, replacing them if required.
- B) Lubricating the room unit motor bushing/bearing, condenser fan motor bushing/bearing and other mechanical moving parts such as motor mounting bushes, condenser motor-shaft alignment, fan blades etc.

**2.**

- C) Cleaning the condenser units in general with the help of a blower etc. Checking and combing / making correct the condenser fins.
- D) Checking of all electrical connections and ensuring the functional working of all electrical

Components such as compressor contactor cleaning, indoor & outdoor fan motor capacitor replacement (if required).

**3.**

- E) Checking for noise and vibration and attending the same.
- F) Checking grill temperature, compressor and motor current and other essential parameters recording and reporting them to the Institutes representative or the Engineer concerned.
- G) Checking, cleaning the drain water outlet and attending as required.
- H) Cleaning of the condenser, cooling coil, blower and condenser fans with air pressure & water.
- I) checking the refrigerant gas leakages, gas pressure in the AC machines /system and attending the same if required.
- J) Over hauling of blower fan motors and condenser fan motors includes cleaning, oiling at a regular interval or as required or at least once in 3 months.
- K) Cleaning the condenser units in general with the help of a water at a regular interval or as required or at least once in 3 months.

**4.4) Break down maintenance work/activities.**

- A) Repairing / rewinding the failed motors: The contractor should remove complete burnt windings without damaging the laminations and core insulation, clean the entire surface, slots etc. and rewind motor using super enamel copper wire conforming to IS-4800 (latest edition) and suitable class of insulation. In no case the class of insulation material used shall be of lower than class `E' as per IS 1271 (latest edition) or used in the motor, subsequently varnish the same with the two coats of reputed make varnish (preferably Dr Beck & Co make ELMO 20S).
- B) All the hermetically sealed compressors are to be replaced with OEM (Original Equipment Manufacturer) repaired/ new (as the case may be) compressor during the break down and this will be the responsibility of the contractor only. If OEM repaired compressors are not available due to any reason, the contractor has to replace the same with a new compressor of suitable model or as per the instruction of Concerned Engineer or his representative without any additional charge. The repaired/new compressor should be shown to the departmental representative along with relevant documents before actually fixing it on the machine.

- C) Repairing for the gas leakage: Refrigerant gas leakages if found should be attended immediately with necessary brazing at the refrigerant circuit / condenser coil / room unit coil or wherever it is noticed with proper vacuuming and pressure testing after rectifying the leak and filling the refrigerant gas to achieve the required temperature.

A standard operating procedure, as followed in the industries as a standard practice, shall be followed to attend the above problems.

- D) Repairing / replacing the fan blades / blowers as required and replacement of faulty/weak capacitor of indoor blower motor and condenser fan motor.

- 4.5)** The contractor shall employ technical staff as mentioned above, during the execution of this work, such as supervisor, electrician, air-conditioning mechanics etc. having air-conditioning sufficient working experience. These staff should be available at site whenever required by the Group Head Electrical or his authorized representative to take instructions and shall be available during and if required after office hours during the period of execution of this contract.

- 4.6)** The contractor shall depute during the execution of the work under the contract period only such persons who are careful, skilled and experienced in their respective trades / fields and the Group Head Electrical shall be at liberty to object to and can ask the contractor to remove from the work any persons employed by the contractor during the execution of works who in the opinion of the Group Head Electrical misconducts or is incompetent, or negligent in the proper performance of his duties.

- 4.7)** Defective components/parts will be taken for repairs and will be put back into operation after repairs by you only after inspection and clearance given by our competent authority.

- 4.8)** All the Split air-conditioners in good working condition once handed over to the contractor for servicing and maintenance purpose has to be maintained and kept always in up to date conditions by the contractor. Whenever required or asked by the Group Head Electrical or his representative, the contractor has to repair/replace the defective components/parts immediately free of cost. At the end of contract period, the contractor has to hand over all A.C. units to the department in good working condition.

- 4.9)** Selected CAMC contractor should keep all items (like compressor, condenser fan motor, condenser fan blade, blower fan motor, evaporator blower, refrigerant gas, indoor & outdoor motor capacitor) for preventive and breakdown maintenance in sufficient quantity.

- 4.10) Penalty – For minor repair work:** All complaints should be attended within 24 hours (or at the earliest) from the time of reporting. On failure to attend the calls a penalty of 5% of one month's charges for one unit per day shall be charged subject to the maximum of AMC charges per unit per year.

**For major repair work:** - All the breakdowns shall be attended to satisfactorily within 12 hours of reporting by site operators. If outside mechanics/experts are to be called, the faults are to be cleared within 72 hours. Engineer In charge should be informed on an urgent basis, the nature of faults and rectification, completion time thereof. If the failures are not cleared and the AC units is not put into operation within 72 hours, recoveries will be made @ Rs 3000/- per day up to a maximum of 2% of the total work order value.

#### 4.11 Special Notes:

A) You will depute at our site the following minimum manpower.

A/C Mechanics: Minimum 1 (contractor may keep maximum mechanics as needed) for Central Square and Y-array shell units.

Helpers: Minimum 1 (contractor may keep maximum helpers as needed) Helper for Y-array sites.

B) The responsibility of procuring all spares is with you. Any delay in making the A.C.'s operational after a breakdown shall be accounted to you.

C) You will keep adequate quantities of consumables like refrigerants, compressor, room unit motors, condenser fan motor, capacitors, suction and discharge valves, expansion valves etc. as recommended by the machine manufacturer and/or as approved by Competent Authority in his stock at the storing/working place provided by TIFR for quick replacement. In case of non-availability of above consumables of recommended machine manufacturer/original manufacturer, equivalent make of other reputed manufacturers will be allowed with prior approval of the same from our Group Head.

The security and safety of such stores will be solely your responsibility.

D) The workmen deputed by you should adhere to the rules and regulations of the Institute and strictly follow the discipline laid down by the Institute. Taking the Insurance policy / Workmen Compensation Act etc. shall be the responsibility of the contractor. No transport facility will be made available or no transport charge will be payable for personnel or equipment's transportation either from site or from the places of purchase of item etc. such charges are deemed to be included in the rates.

#### 4.12 Additional Details of AC Units in operation:

A) The compressor and room unit interconnections are carried through 3 min. time delay/AC contactor circuits to avoid sudden start after power failure (blue box control unit within the shielded cage and yellow box control unit outside of this cage inside the shell). Components required for maintenance of blue and yellow box circuits will be provided by the Institute.

B) The temperature (inside the shielded cage) control circuit have been installed and taken in circuit of Electronic racks. This circuit senses the temperature and trips/puts off the electronic racks whenever the temperature exceeds the limit. Hence, the temperature inside shell to be strictly maintained as specified.

C) Your workmen should visit A/C units in antennae with approval in advance from the GMRT site Supervisor/Engineer for the maintenance/repair work on A/C's as electronic racks will get switched off automatically whenever the AC room units are switched off. Without prior intimation, the room units are not to be switched off. If any **statutory** preventive maintenance is to be carried out, shutdowns are to be asked a day in advance. In case of breakdown maintenance, this contingency does not arise.

## **Chapter 4**

### **(B) TECHNICAL ELIGIBILITY CRITERIA**

#### **1) TECHNICAL ELIGIBILITY**

- 1.1) Bidders interested in quoting for the Comprehensive Annual Maintenance Service Contract for the antennae split air conditioners should have minimum five years or more experience (from the date of this advertisement) of successfully handling or executing the similar type of work i.e. Comprehensive annual maintenance and service contract of split AC's & repair and maintenance of 3phase 3TR, 4TR split AC units at the Govt. /Semi-Govt. agencies/ Autonomous Agencies or Institutes.
- 1.2) Bidders should submit along-with the quotations the details of their local office & list of their technical Staff and their experience in the similar nature of work shall be more than Five years.
- 1.3) Bidders must have full-fledged comprehensive service and maintenance of AC's set up for more than past 5 years from the date of this advertisement / publication at Pune for undertaking this CAMC contract of the AC's at GMRT Khodad Near Narayangaon, Tal: Junner, Dist:Pune. Document evidencing the same to be submitted in techno-commercial bid.

#### **2) WORK EXPERIENCE ELIGIBILITY**

- 2.1) Bidders should submit along-with the quotations the proof of their Experience in carrying out the work of similar nature i.e. Comprehensive AM & Servicing Contract for Split type AC units for the Govt/Semi-govt agencies/ Autonomous Agencies or Institutes.
- 2.2) Bidders should submit the list of similar work in hand and works carried out by them for last minimum five years indicating annual turnover, the agency for whom CAMC is executed, the value of work order etc. They should submit us, along-with the quotations, the copy of work orders, performance certificates obtained from the Govt/Semi-govt agencies/ Autonomous Agencies or Institutes etc. for whom the CAMC of similar type of AC units is executed.

## Chapter 5

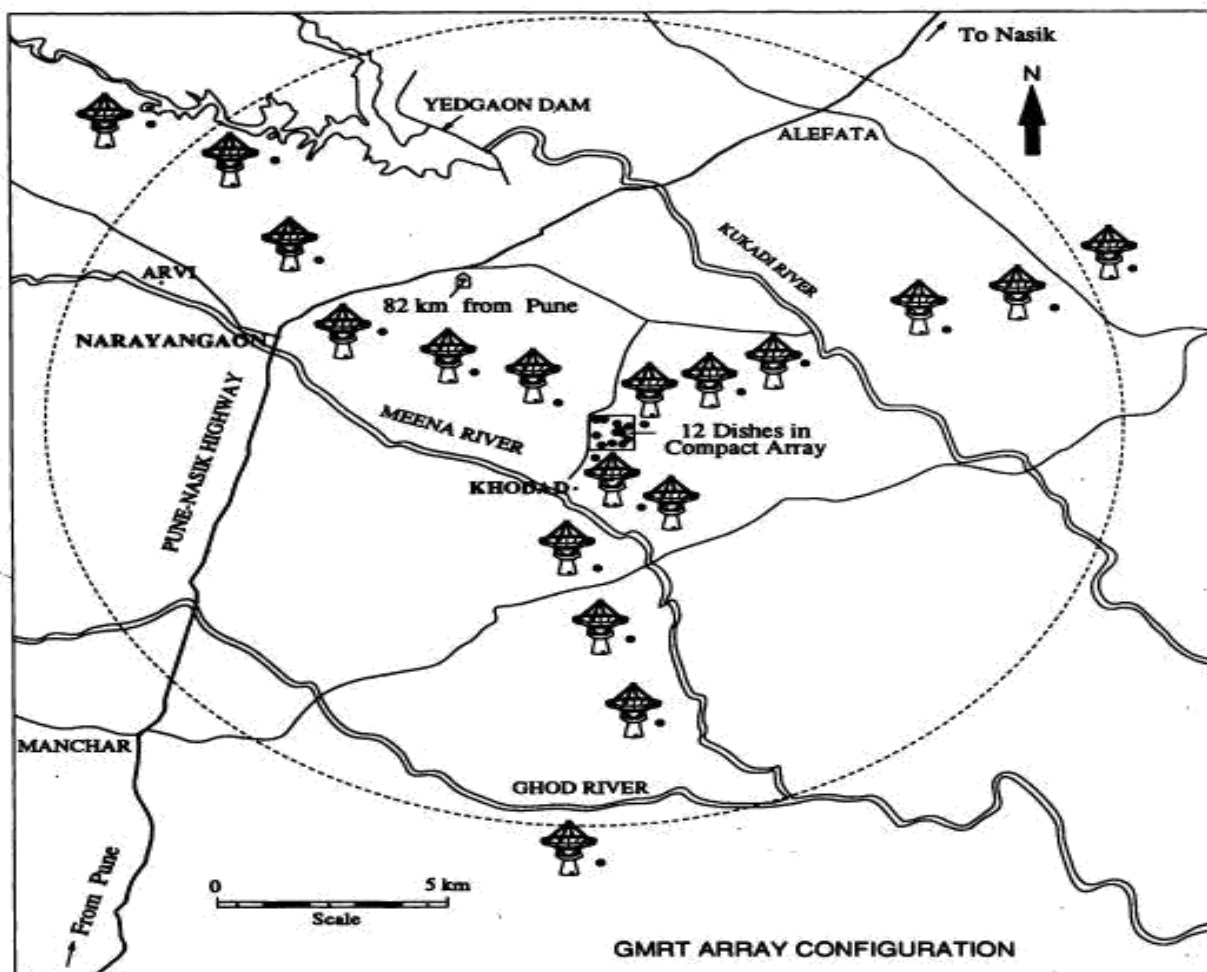
### DRAWINGS

#### SPLIT A.C.'s UNITS IN ANTENNAS

1. All outdoor condensing units are supplied power through Suvik make 15 KVA 3 Phase stabilizer. (Refer block diagram of Condenser – **Drawing**).
2. In shielded cages, room units/evaporator units are fed on only one phase through 6 Amp MCB. The 230V AC output of Digital temp. Controller is rectified to 12V DC and taken out of shielded cage. Through DC (12 V) relay and Time delay relay contactor is operated which gives power to compressor/Condenser unit.

(Refer **Drawing**)

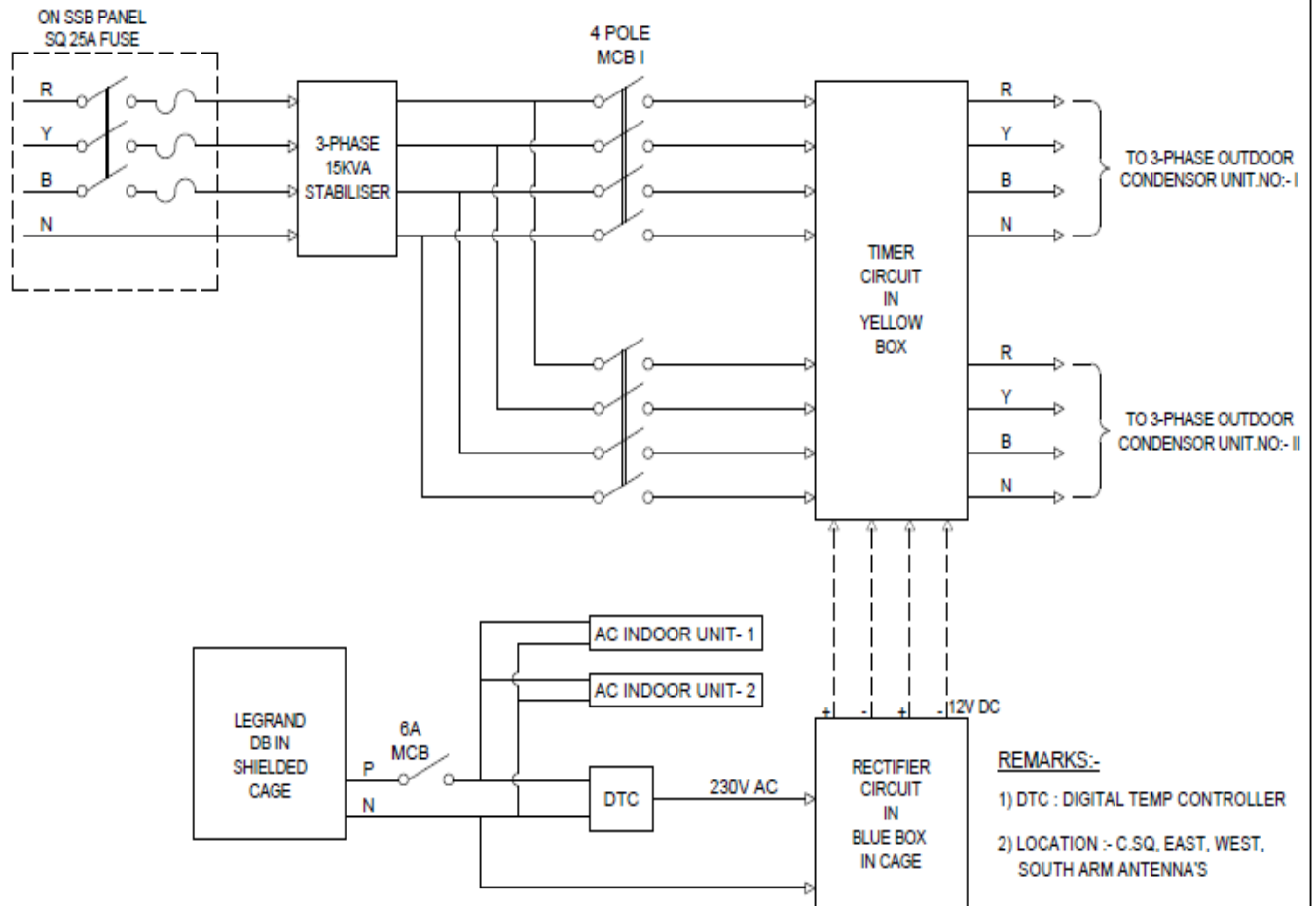
### Location of GMRT Centre & GMRT Y array antenna.



**Note:** 1) Antennae in central square (Area of one square KM) are C0, C1, C2, C3, C4, C5, C6, C8, C9, C10, C11, C12, C13, and C14.

2) Distance between central lab to farthest antennae i.e. E6, W6, S6 approximately 26KM by road.

# BLOCK DIAGRAM SHOWING POWER SUPPLY TO 3Ø TOWER TYPE AC'S



## REMARKS:-

- 1) DTC : DIGITAL TEMP CONTROLLER
- 2) LOCATION :- C.SQ. EAST, WEST, SOUTH ARM ANTENNA'S

DRG.NO:- GMRT-05-012-SLD-01-00

## Chapter - 6

Standard forms (To be enclosed by bidders with Part – I, Techno-commercial bid)

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3	Schedule of Experience showing works completed as per Annexure C
4	Schedule of Deviation from General Conditions - Annexure – ‘D’
5	Format of Performance Bank Guarantee*-Annexure – ‘E’
6	Format of Indemnity Bond* – Annexure – ‘F’
7	Bid Form - Annexure – ‘G’
8	Format of Amalgamation/Acquisition - Annexure – ‘H’
9	Format of CA Certificate - Annexure ‘I’
10	Format of Solvency Certificate - Annexure ‘J’
11	Format of Bank details for refund of EMD / making payment – Annexure ‘K’
12	Format of Site Visit Report - Annexure ‘L’
13	Format of Undertaking – Annexure ‘M’

***\* To be used by vendor on whom order will be placed.***



## Annexure – A COMPANY PROFILE

Page 1 of 1

(To be filled in by the Bidder)

Sl.No.	Question	Response
1.1	Company Name	
1.2	Type of firm Proprietary / Partnership / Pvt. Ltd. / Ltd. / Single Person Company / LLP	
1.3	Date of Incorporation / Registration.	
1.4	Company Head Office address	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.5	Address of office at <b>Pune</b> .	
	* Contact person(s) Name	
	* Phone Number	
	* Fax Number	
	* E-mail Address	
1.6	State pending or past litigation if any within the last 3 years with details and explain reasons. Please also mention any claims/complaints received in the last three years.	
1.7	Details of service personnel with contact No.	
1.8	Details bank solvency certificates issued by bidder's bankers.	
1.8.1	Name of Bank	
1.8.2	Branch	
1.8.3	Amount of Solvency	
1.8.4	Date of Issue	
1.9	Date of Establishment of firm	

Signature of the Bidder

Name & Designation

Company Seal

Date:

**ANNEXURE B**

**Page 1 of 1**

**ELIGIBILITY CRITERIA**

Sr.No.	Description	Details to be furnished by the contractor, enclosing relevant documents in the technical bid.				
1	Bidder if required may visit the <b>GMRT, Khodad to know the exact scope of work and to understand site conditions etc.</b> with prior intimation to Administrative Officer, GMRT Office, Khodad by complying all required formalities including Medical Certificate stating No Covid (Coronavirus) like symptoms from a Professional Medical Doctor (MBBS/MD) and he must be fully confident of carrying out the work tendered and bidder to submit certificate of visit as per <b>Annexure L</b> with their technical bid in such a case. Bidder who have already visited the site for this job may submit copy of the earlier site visit certificate.					
2	Bid must be valid for a minimum period of <b>90 (Ninety days)</b> from the due date for submission of bid.					
3	Bidders must have executed during last <b>five years</b> i.e. from 01.04.2015 to 31.03.2020 from :					
	Three orders for the enquired CAMC & servicing of 3TR split AC systems costing 40% of the estimated cost and above. <b>OR</b>					
	Two orders for the enquired CAMC & servicing of 3TR split AC systems costing 60% of the estimated cost and above. <b>OR</b>					
	One order for the enquired CAMC & servicing of 3TR split AC systems costing 80% of the estimated cost and above.					
	Copies of orders executed in the last five years and order / orders in hand must be enclosed.					
4	Bidders must enclose Chartered Accountant's certificate showing their profit & loss for the past 5 years prior to 31.03.2020 i.e. for 2015-16, 2016-17, 2017-18, 2018-19, 2019-20 and should have made profit at least for three years out of these 5 years. <b>IT returns and balance sheet will not be considered.</b>	Period	Turnover	Profit	Loss	
		2015-16				
		2016-17				
		2017-18				
		2018-19				
		2019-20				
5	Bidder must submit Solvency Certificate (not prior to <b>01.01.2020</b> ) for a minimum amount of <b>40% of the estimated cost</b> from their bank.					
6	Bidders must have valid <b>GST registration No.</b>					
7	Successful bidder must be able to submit :-  (a) Performance Guarantee of 5% of Work Order value. (b) Workmen Compensation Insurance Policy (c) Indemnity Bond.					

**NOTE: Bidder is required to submit documents in support of each of the above failing which their bid is liable to be rejected.**

Signature of the Bidder :  
Name & Designation :  
Company Seal :  
Date :

**SCHEDULE OF EXPERIENCE SHOWING WORKS COMPLETED**

Customers (full Address)	Order No. and date	Work and location	Value of order (Rs.)	Date for completi on of work as per contract	Date of actual comple tion of work	Remarks indicating reasons for late completi on of work	Has the work been completed Satisfactory? (Attach a copy of order and completion certificates from the Centre)	Contact person Along with Telephone No., FAX No. and email address

Signature of the Bidder

Name &amp; Designation

Company Seal

Date:

**SCHEDULE OF DEVIATION FROM GENERAL CONDITIONS**

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

CLAUSE	DEVIATION	REMARKS (INCLUDING JUSTIFICATION)

Place:

Date:

Signature and seal of the

Manufacturer/Bidder

NOTE:

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

**FORMAT OF BANK GUARANTEE FOR PERFORMANCE**

**(On Non Judicial Stamp Paper of Appropriate Value)**

(To be obtained from any Scheduled Bank by vendor on whom purchase order will be released)

To,  
Centre Director  
NCRA, Pune

**WHEREAS**

..... (Name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no. .... dated .....to supply (description of goods and services) (herein after called "the contract").

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

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

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

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

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

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

(Signature of the authorized officer of the Bank)

Name : With Code :

Designation : Email address :

## ANNEXURE – F

Page 1 of 1

Format of Indemnity Bond  
(to be executed on **Rs. 500/-** Non-Judicial Stamp Paper by the successful bidder before commencement of work at site, **if order is placed**)

Work Order No. \_\_\_\_\_ Dt. \_\_\_\_\_

In consideration of National Centre for Radio Astrophysics, Tata Institute of Fundamental Research (NCRA/TIFR) having office at Pune University Campus, Ganeshkhind, Pune 411 007, hereinafter referred to as “The Institute”, which expression shall unless it be repugnant to the context or meaning thereof, include its successors and assignors having awarded to M/s. \_\_\_\_\_ having registered office at \_\_\_\_\_, a firm carrying in such name and style the business of \_\_\_\_\_ (hereinafter referred to as “The Contractor” which expression shall unless it be repugnant to the context or meaning; thereof, include its partner(s) / proprietor(s) for the time being or its surviving partner(s) or its heirs and executors, administrators and assignees, its successors and assignors) the contract for \_\_\_\_\_ and in compliance with the terms and conditions of the said contract.

We M/s. \_\_\_\_\_ being the contractor shall save harmless and indemnify the Institute in respect of:

- a. Any expenses arising from any injury or accident or death of workers hired for this work or damage to property of any third party.
- b. Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- c. Any award of compensation or damages upon any claim as above.
- d. Any claim against the Institute by any member of the public or other third party in respect of anything, which may arise in respect of the works or in consequence thereof.
- e. Any claim which may be made upon the Institute whether under the Workman's Compensation Act or any other statute in force during the currency of this contract or of common law in respect of any worker of the contractor/or their family member(s) or of his sub-contractor(s).
- f. Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation of damages arising therefrom.

We also hereby confirm that we have taken Workman's Compensation Policy No. \_\_\_\_\_ dtd. \_\_\_\_\_ valid till \_\_\_\_\_ for \_\_\_\_\_ persons deployed for work awarded to us against the above-cited order form M/s. \_\_\_\_\_.

For and on behalf of M/s. \_\_\_\_\_

Date:

S E A L

Accepted By

for and behalf of NCRA (TIFR) Pune

**BID FORM**

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

Date:

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

Tender No.:

*[insert number from Tender Notice]*

To:

*[insert complete name of Purchaser]*

We, the undersigned, declare that:

(a) We have read & understand the bidding document and have no reservations,

(b) We offer to execute the order in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following Goods and Related Services *[insert a brief description of the Goods and Related Services]*;

(c) Our bid shall be valid for a period of **90 days**, from the date of opening techno commercial bid (Part– I), and it shall remain binding upon us and may be accepted at any time before the expiration of that period;

(d) If our bid is accepted, we agree to submit security deposit and performance guarantee as per mentioned the tender document;

Signed: *[insert signature of person whose name and capacity are shown]* In the capacity of *[insert legal capacity of person signing the Bid Submission Form]*

e) Name: *[insert complete name of person signing the Bid Submission Form]* Duly authorized to sign the bid for and on behalf of: *[insert complete name of Bidder]*

f) Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ *[insert date of signing]*

**FORMAT OF DECLARATION REGARDING AMALGAMATION /  
ACQUISITION**

No. ----- Date:-----

1) **Amalgamation/Acquisition**

In the event of M/s. -----proposes for amalgamation, acquisition or sale of its business to any other firm during this contract period, M/s.----- and proposed Buyer/Successor of the Principal Company are liable to execute, fulfill contractual obligations without any deviations. For this purpose M/s. -----/M/s.----- and proposed Buyer/Successor of the Principal Company shall indemnify itself to the Centre Director, National Centre for Radio Astrophysics, TIFR, Pune to fulfill the contractual obligations as per the terms of NCRA Tender and bids of M/s. -----No. ----- dated-----and National Centre for Radio Astrophysics P.O. -----dated -----  
--. **The contractual obligations are Comprehensive Annual Maintenance and service contract of Voltas make : Split Air-conditioning units installed in GMRT Central square and Y array antennas at and around GMRT, Khodad, Tal. Junnar, Dist. Pune 410504, as per the above mentioned Order.**

Company Seal & Phone No.:

Name & Signature of Bidder :

Designation :

Date :



## ANNEXURE - I

**Page 1 of 1**

### **CA Certificate**

(ON CA's Letter Head)

- I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

<b>Financial Year</b>	<b>Turnover</b>	<b>Net Profit</b>	<b>Net Loss</b>
2015-16			
2016-17			
2017-18			
2018-19			
2019-20			

- (i) Gross Annual turnover on construction works.  
(ii) Profit/Loss.
- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of the bidder in the prescribed Form "P".

For \_\_\_\_\_

Chartered Accountants

Name & Signature :

Company Seal & Phone No .:

Date :

**SOLVENCY CERTIFICATE**

**FORM OF BANKERS’ CERTIFICATE FROM A  
SCHEDULED BANK**

This is to certify that to the best of our knowledge and information that  
M/s..... Sh.....having marginally  
noted address, a customer of our bank are/is respectable and can be treated as good for any  
engagement upto a limit of Rs.....  
(Rupees.....)

(Signature) For the Bank

NOTE : (1) Bankers certificates should be on letter head of the Bank, sealed in cover  
addressed to tendering authority.

(2) In case of partnership firm, certificate should include names of all partners  
as recorded with the Bank.

**BANK DETAILS FOR REFUND OF EMD / MAKING PAYMENT**

(Information to be submitted on Vendors Company Letter head)

To,

**The Accounts Officer,**

NCRA-TIFR ,Pune University Campus,

Post Bag No-3, Ganeshkhind,

Pune-411007

Sub:- Bank Details for payment through Electronic Mode i.e. NEFT/RTGS

Sir,

It is requested that settlement of all our bill/s from now onwards may please be made through Electronic Mode (NEFT/RTGS). The details of My/our bank account are as under :-

1. Beneficiary Name

2. Full Address

3. IFSC Code

4. Bank Account No.

( Full Account Number to be furnished for making payment to be made through Electronic Mode)

5. Type of Account viz Saving A/C / Current A/C / Cash Credit A/C / Overdraft

6. MICR No.

*Note: 1<sup>st</sup> three digit & last of 3 digit of MICR No. Should not be zero.*

7. Name of the Bank: .....

8. Full Address of the Bank: .....

I hereby declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for any reasons, We will not hold NCRA TIFR Pune responsible and agree to discharge the responsibility expected of us as a participant under the scheme.

Yours Faithfully  
( )

Signature of authorized Officer of the company

Name  
Designation  
Company's seal  
Date

**CERTIFICATE OF VISIT TO THE SITE**

To,  
Centre Director,  
NCRA-TIFR,  
Pune 411007, India.

Dear Sir,

Sub : Public Tender No. : **NCRA:WF027:PUB407:2020** dtd. **29.09.2020** for  
Comprehensive Annual Maintenance and service contract of Voltas make : Split Air-  
conditioning units installed in GMRT Central square and Y array antennas at and  
around GMRT, Khodad, Tal. Junnar, Dist. Pune 410504  
as per the tender document.

With reference to your tender mentioned above, we have studied the tender document and  
drawings in details and visited the site of :-

**Giant Metrewave Radio Telescope (GMRT) Office,  
National Centre for Radio Astrophysics (NCRA),  
Tata Institute of Fundamental Research (TIFR),  
At. Post. Khodad, Tal. Junnar,  
Dist. Pune 410504.**

and have understood the Scope of work and conditions of the site where the work to be  
carried out.

Name & Signature of Bidder :	Name & Signature of GMRT Representative:
Designation :	Date :
Company Seal & Phone No .:	
Date :	

## ANNEXURE-M

Page 1 of 1

### UNDERTAKING

1. We have studied the complete tender document and accept all the terms and conditions except those specified in **Annexure D**.
2. It is certified that my firm/agency/company has never been black listed by any of the Departments / Autonomous Institutions / Universities / Public Sector Undertakings of the Government of India or Government of Maharashtra or any other State Government or Public Sector Banks or Local Bodies / Municipalities and no criminal case is pending against the said firm / agency as on **date of bidding**.
3. Orders have been executed by us directly and not assigned to any third party on back to back basis.

Date :

Signature of the Bidder :

Place :

Name of the Bidder :

Company Seal :

Designation :

Phone/Fax No. :

E-mail address :

## **Chapter 7**

**Page 1 of 1**

**(Details of GST ) / Un-priced bid**

**DELIVERY POINT : -GMRT-NCRA, Khodad, Tal. Junnar, Dist. Pune 410504.**

<b>YOUR GST REGISTRATION NO.</b>	
<b>GST %</b>	
<b>Your PAN No.</b>	
<b>Whether detailed terms and conditions of contract for comprehensive AMC submitted in technical bid.</b>	<b>Yes / No</b>

**Date :**

**Signature of the Bidder :**

**Place :**

**Name of the Bidder :**

**Company Seal :**

**Designation :**

**Phone/Fax No. :**

**E-mail address :**

**Chapter 8**  
**PART – II - PRICE BID**

Page 1 of 1

(To be submitted in a separate sealed Envelope)

**[Schedule of work, quantity – Comprehensive AMC (CAMC) ]**

Total number of Split Air-conditioning Units and their location for CAMC is as follows

Sr. No.	Type & Location of AC Units	Qty.	CAMC Rates for 1 <sup>st</sup> Year	CAMC Rates for 2nd Year	CAMC Rates for 3rd Year
1	3 Ton , 3 phase Voltas slim line Split AC's of 2006 version installed in following antennas : Qty. : 02 Nos. each.  a] GMRT Central Square Khodad campus : Co,C1,C3,C5,C6,C9,C11,C13,C14 b] East Arm : E2,E3,E4,E5,E6 c] West Arm : W1,W2,W3,W4,W5,W6 d] South Arm : S1,S2,S3	46 Nos.			
2	4 Ton , 3 phase Voltas slim line Split AC's of 2006 version installed in following antennas : Qty. : 01 No.  GMRT Central Square C12.	01 No.			
3	3 Ton , 3 phase Voltas slim line Split AC's of 2011 version installed in following antennas :  Qty. : 02 Nos. each for C2,C4,C8, C10 01 Nos at C12 GMRT Central Square Khodad campus	09 Nos.			
4	3 Ton , 3 phase Voltas slim line Split AC's of 2015 version installed in following antennas : Qty. 2 Nos. each at So4 & So6	04 Nos.			
5	2 Ton, 1 phase Voltas make Hi- wall Split AC's of 2017 version installed in GMRT MASER room.	02 Nos.			
6	2 Ton, 1 phase LG make Hi- wall Split AC's of 2017 version installed in GMRT FPA lab.	02 Nos.			
	Total number of AC units under AMC for Sr. No 1, 2, 3, 4, 5, 6.	64 Nos			

**GST extra at actuals for each item.**

Date :

Signature of Bidder :

Name & Designation :

Place :

Company Name & Address :

Company Seal & Phone No. :