

बिड दस्तावेज़ / Bid Document

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-07-2026 15:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-07-2026 15:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	30 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Autonomous Body
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	Ncra Tifr Pune
कार्यालय का नाम/Office Name	Pune
शिकायत निवारण के संपर्क विवरण/ Contact details of Grievance redressal	HOD Email id :hod2.tifr.mh@gembuyer.in Buyer Email id: buyer2.ntp.mh@gembuyer.in
वस्तु श्रेणी /Item Category	ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Tender for Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, FAS, BMS, and Deployment of Manpower for 24x7 Operation of the D..
अनुबंध अवधि /Contract Period	2 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	20 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	2 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
वर्षों के अनुभव एवं टर्नओवर से एमएसई को छूट प्राप्त है / MSE Relaxation for Years Of Experience and Turnover	Yes Complete
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है / Startup Relaxation for Years Of Experience and Turnover	Yes Complete

बिड विवरण/Bid Details	
विक्रेता से मांगे गए दस्तावेज़/ Document required from seller	Experience Criteria,Bidder Turnover,Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेन् है/ Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	1
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	3
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/ Bid to RA enabled	No
बिड का प्रकार/ Type of Bid	Single Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय / Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित निविदा मूल्य (सभी करों सहित) भारतीय रुपये में / Estimated Bid Value in INR (Inclusive of all taxes)	4012000
मूल्यांकन पद्धति/ Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/ Arbitration Clause	No
सुलह खंड/ Mediation Clause	No

ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईएमडी राशि/EMD Amount	80240

ईपीबीजी विवरण /ePBG Detail

एडवाइजरी बैंक/Advisory Bank	Bank of India
ईपीबीजी प्रतिशत (%) / ePBG Percentage (%)	5.00
ईपीबीजी की आवश्यक अवधि (माह) / Duration of ePBG required (Months).	26

(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

(b).ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए। / EMD & Performance security should be in favour of Beneficiary, wherever it is applicable.

(c).ईएमडी और संपादन जमानत राशि लाभार्थी के पक्ष में होनी चाहिए। / Earnest Money Deposit (EMD) shall also be accepted by the buyer in the form of a surety bond.

लाभार्थी /Beneficiary :

Centre Director
Pune, Department of Atomic Energy, NCRA TIFR pune, Autonomous Body
(Centre Director Ncra Tifr Pune)

बोली विभाजन लागू नहीं किया गया/ Bid splitting not applied.

एमआईआई अनुपालन/MII Compliance

एमआईआई अनुपालन/MII Compliance	Yes
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एमएसई खरीद वरीयता/MSE Purchase Preference

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं/सेवा प्रदाता को खरीद में प्राथमिकता, यदि उनका मूल्य $L1+X\%$ / Purchase Preference to MSE OEMs/ Service Provider available upto price within $L1+X\%$	15
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माता/सेवा प्रदाता को खरीद में प्राथमिकता के लिए बिड की मात्रा का अधिकतम प्रतिशत / Percentage of Bid quantity/amount for MSE OEMs/ Service Provider Purchase preference	100

1. If the bidder is a Micro or Small Enterprise as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Experience Criteria" as defined above subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.

2. If the bidder is a Micro or Small Enterprise (MSE) as per latest orders issued by Ministry of MSME, the bidder shall be relaxed from the eligibility criteria of "Bidder Turnover" as defined above subject to meeting of quality and technical specifications. If the bidder itself is MSE OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder

- seeking Relaxation from Turnover, shall upload the supporting documents to prove his eligibility for Relaxation.
3. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Experience Criteria" as defined above subject to their meeting of quality and technical specifications. The bidder seeking Relaxation from Experience Criteria, shall upload the supporting documents to prove his eligibility for Relaxation.
4. If the bidder is a DPIIT registered Startup, the bidder shall be relaxed from the the eligibility criteria of "Bidder Turnover" as defined above subject to their meeting of quality and technical specifications. If the bidder is DPIIT Registered OEM of the offered products, it would be relaxed from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. The bidder seeking Relaxation from Turnover shall upload the supporting documents to prove his eligibility for Relaxation.
5. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
6. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
7. **Purchase preference to Micro and Small Enterprises (MSEs):** Purchase preference will be given to MSEs having valid Udyam Certificate and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service, and Buyer will decide eligibility for purchase preference based on documentary evidence submitted in case of product bids, whereas in case of services the eligibility is automatically validated. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
8. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
9. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required

ANNUAL MAINTENANCE SERVICE -DATA CENTER ASSETS - Tender For Comprehensive Annual Maintenance Contract (CAMC) Of Spotlight Data Centre Systems Including InRow Cooling Units, UPS Systems, FAS, BMS, And Deployment Of Manpower For 24x7 Operation Of The D.. (1)

तकनीकी विशिष्टियाँ /Technical Specifications

विवरण/ Specification	मूल्य/ Values
कोर / Core	
Major category of Assets	Tender for Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, FAS, BMS, and Deployment of Manpower for 24x7 Operation of the Data Centre
Type Of Asset	As per Tender
Status of Annual Maintenance Service Provider	OEM Authorised Service Provider
Make/Brand Of Assets	As per Tender
Onsite Service Engineers Requirement	As Indicated in Bid Document
Basic Maintenance of OS, Office Suite, Drivers Update and Patch update on client machines	Inclusive
Periodicity of Preventive Maintenance Services	Monthly
एडऑन /Addon(s)	

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer

क्रेता द्वारा निर्धारित न्यूनतम मूल्य/Minimum Floor Price defined by Buyer	No
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अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

प्रेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.N o.	प्रेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	संसाधनों की मात्रा / Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Vinod Shantaram Kharmale	410504,Giant Metrewave Radio Telescope, At/Post - Khodad, Narayangaon, Tal - Junnar, Dist- Pune, Maharashtra, India	1	N/A

क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें/Buyer Added Bid Specific Terms and Conditions

1. Generic

OPTION CLAUSE 25% : The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, the contract

quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration.
For lumpsum-based service contracts, the buyer may increase the scope of work and contract value up to 25 percent with the consent of the service provider

2. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

Kindly Refer the Tender document given in the ATC Attachment.

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3. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

अस्वीकरण/Disclaimer

The Additional Terms and Conditions (ATC) have been incorporated by the Buyer after approval of their Competent Authority. The Buyer is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any restriction arising in the bidding process due to these ATCs and including the modification of technical specifications and / or terms and conditions governing the bid. All representations / grievances pertaining to the ATC clauses shall be raised with the buyer organization directly and not with GeM. If any of the clause(s) is/are incorporated by the Buyer regarding the following, the bid & resultant contract shall be treated as null & void. Further, GeM reserves the right, at its sole discretion, to cancel the bid forthwith, without issuance of any prior notice or intimation :-

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.
4. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
5. Publishing bids on GeM for procurement of works.
6. Procurement of Goods by creating a Service bid on GeM & vice-versa.
7. Seeking sample with bid or approval of samples during bid evaluation process. However, trial / sample, as the case may be, shall be permitted in cases where trial / sample are allowed as per approved and published procurement policy of the Buyers' controlling Ministry / Department / State / Public Sector Enterprises Headquarters. If there is any violation of trial / sample clause with regard to approved policy of the Buyers' Ministry / Department / State / Public Sector Enterprises Headquarters, then this is to be determined and redressed by the concerned Buyer Organisation only.
8. Seeking experience from specific organization / department / institute only or from foreign / export experience.
9. Creating bid for items from incorrect categories.
10. Reference of conditions published on any external site or reference to external documents/clauses.
11. Asking for any Tender fee / Bid Participation fee, as the case may be.
12. Buyer added ATC Clauses which are in contravention of clauses defined in bid detail section, including specifications, EMD Detail, ePBG Detail and MII and MSE Purchase Preference sections of the bid, unless otherwise allowed by the applicable GeM GTC.
13. Any ATC clause in contravention with GeM GTC Clause 4 (xiii) (h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.
14. In a category based bid, adding additional items, through buyer added, additional scope of work/ additional terms and conditions/or any other document. If buyer needs more items along with the main item, the same must be added through bunching category based items or by bunching custom catalogues or bunching a BoQ with the main category based item, the same must not be done through ATC or Scope of Work.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers/Service Providers shall ensure full compliance with all applicable labour laws, including the provisions, rules, schemes and guidelines under the four Labour Codes i.e. the Code on Wages, 2019; the Industrial Relations Code, 2020; the Occupational Safety, Health and Working Conditions Code, 2020; and the Code on Social Security, 2020 as and when notified and brought into force by the Government of India.

For all provisions of the Labour Codes that are pending operationalisation through rules, schemes or notifications, the corresponding provisions of the pre-existing labour enactments (such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972, etc. and relevant State Rules) shall continue to remain applicable.

The Seller/ Service Providers shall, therefore, be responsible for ensuring compliance under:

- **All notified and enforceable provisions of the new Labour Codes as mentioned hereinabove; and**
- **All operative provisions of the erstwhile Labour Laws until their complete substitution.**

All obligations relating to wages, social security, safety, working conditions, industrial relations etc. and any other statutory requirements shall be strictly met by the Seller/ Service Provider. Any non-compliance shall constitute a breach of the contract and shall entitle the Buyer to take appropriate action in accordance with the contract and applicable law.

This Bid is governed by the General Terms and Conditions, conditions stipulated in Bid and Service Level Agreement specific to the Service, as the case may be, as provided in the Marketplace.

However, in case of Service, if any condition specified in General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement specific to said Service, then it will over-ride the conditions in the General Terms and Conditions.

This Bid is governed by the [सामान्य नियम और शर्तें/General Terms and Conditions](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in सामान्य नियम और शर्तें/General Terms and Conditions is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।/In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws.

---धन्यवाद/Thank You---



NCRA • TIFR

राष्ट्रीय रेडियो खगोलभौतिकी केंद्र
National Centre for Radio Astrophysics
टाटा मूलभूत अनुसंधान संस्थान
Tata Institute of Fundamental Research

गणेशखिंद डाकघर, अप्पलू फुले पुणे विश्वविद्यालय परिसर, पुणे- 411007, महाराष्ट्र, दूरभाष : 020-2571-9000/9111
 Ganeshkhind PO, Savitribai Phule Pune University Campus, Pune -411007, Maharashtra, Phone: 020-2571-9000/9111

ई-मेल / E.mail : purchase@ncra.tifr.res.in वेबसाइट /Website: www.ncra.tifr.res.in

Single Quote Tender/ एकल चरणीय निविदा -
E-TENDER NOTICE/ ई-निविदा सूचना

स्पॉटलाइट डेटा सेंटर प्रणालियों, जिनमें इन-रो कूलिंग यूनिट्स, यूपीएस (UPS) प्रणालियाँ, अग्नि चेतावनी प्रणाली एवं भवन प्रबंधन प्रणाली (FAS एवं BMS) सम्मिलित हैं, के लिए व्यापक वार्षिक अनुरक्षण अनुबंध (Comprehensive Annual Maintenance Contract - CAMC) तथा जीएमआरटी वेधशाला, खोडद, तहसील जुन्नर, जिला पुणे – 410504, महाराष्ट्र स्थित डेटा सेंटर के 24×7 संचालन हेतु दो (02) वर्ष की अवधि के लिए आवश्यक जनशक्ति की तैनाती।

Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, Fire Alarm & Building Management System (FAS & BMS), and Deployment of Manpower for 24×7 Operation of the Data Centre for a Period of Two (02) Years at GMRT Observatory, Khodad, Tal Junnar Dist – Pune 410504. Maharashtra.

TENDER NO: NCRA:WF050:GeM:2026-27

The National Centre for Radio Astrophysics (NCRA) of the Tata Institute of Fundamental Research (TIFR), an Institution under the administrative control of Department of Atomic Energy, Govt. of India, is located in the University of Pune campus, Pune and is engaged in research in the field of radio astrophysics. NCRA has built the Giant Metrewave Radio Telescope (GMRT) at Khodad near Narayangaon, Taluka Junnar, Dist. Pune. GMRT has an Office Building, Canteen, Workshop, Hostel, Guest House, Garden Lawns / Central Square etc. including 30 Antenna Shells, which are located in and around village Khodad and the housing colony premises in Narayangaon.



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PART-A

NOTICE INVITING TENDER (NIT)

NOTICE INVITING SINGLE BID (PAC)

Tender No.: NCRA:WF050:GeM:2026-27

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, Fire Alarm & Building Management System (FAS & BMS), and Deployment of Manpower for 24×7 Operation of the Data Centre for a Period of Two (02) Years.

To
M/s. Nirvaa Solutions Pvt Ltd
Sr No. 13/4A, Plot No. 14,
Khandge Hospital Road, Shitole Nagar,
Old Sangvi, Pune, Maharashtra 411027

Contact Person : Mr.Jagdish Shinde – Director.
Mobile : 8450973180
Email : info@nirvaa.com, js@nirvaa.com

1. Invitation

National Centre for Radio Astrophysics (NCRA), Tata Institute of Fundamental Research (TIFR), Pune, invites a Single Bid (Technical & Price Bid) from M/s. Nirvaa Solutions Pvt. Ltd. for providing Comprehensive Annual Maintenance Contract (CAMC) and round-the-clock (24×7) operational support for the Spotlight Data Centre System installed at GMRT Observatory, Khodad, Taluka Junnar, District Pune – 410504, Maharashtra, for a period of Two (02) Years commencing from 04 August 2026.

The procurement is proposed on a Proprietary Article Certificate (PAC) basis as the installed systems are proprietary in nature and are being maintained by the same authorized service provider.

2. For any Technical Clarification :

Shri. Gnanraj Shelton J
Giant Metrewave Radio Telescope (GMRT)
Post Bag No. 6, Khodad, Narayangaon,
Taluka: Junnar, Dist: Pune - 410504.
Tel. 02132-258365/400/300
Email : shelton@gmrt.ncra.tifr.res.in

3. Earnest Money Deposit (EMD)

The Earnest Money Deposit (EMD) will be accepted only in the form of Insurance Safety Bonds, Account Payee Demand Draft, Fixed Deposit Receipt (any one) from any Nationalised or Scheduled Bank or payment online in an acceptable form, safeguarding the purchaser's interest in all respects for the following purpose (Drawn in favour of "Centre Director, NCRA-TIFR, Pune")

	Earnest Money Deposit (EMD) (to be enclosed with Technical Bid-Part I)
In Figure	Rs. 80,240/-
In Words	Rupees Eighty Thousand Two hundred forty only

No exemption in Earnest Money Deposit (EMD) shall be given except Micro and Small Enterprises (MSE) as defined in MSME Procurement Policy issued by the Ministry of Micro, Small & Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups recognized by DPIIT.

Tender submitted without requisite amount of Earnest Money Deposit (EMD) shall be rejected and their techno-commercial bids shall not be opened.

Bid securities of the unsuccessful bidders shall be returned to them within 30 days of the declaration of the result of first stage i.e. technical evaluation etc.

No interest will be paid on the EMD amount.

The EMD will be returned to the bidders (s) whose offer is not accepted by NCRA-TIFR within one month from the date of the placing of the final order(s) to the selected bidder(s).

The Earnest Money Deposit will be forfeited: If a bidder withdraws the bid during the period of bid validity specified by the tender, or fails to furnish Performance Guarantee within the stipulated time period mentioned in the tender documents.

Note: If, in the view of bidder, any exemption / relaxation is applicable to them from any of the eligibility requirement, under any Rules / Guidelines / Directives of Government of India, bidder may submit their claim for any applicable exemption / relaxation. **Quoting the valid Rule / Guidelines / Directives with a copy of such notification. In this case the bidder must submit necessary and sufficient documents along with the technical bid, in support of their claim. The relevant and valid certificates in support of claim their of exemption must be submitted along with the Technical Bid.**

Bank Details for online payment: -

Bank A/c Name : TIFR
Name of Bank : Bank of India
Branch : Pashan Road, Pune
Bank A/c No : 051620110000508
IFSC code : BKID0000516

Bidder has to upload scanned copy / proof of the DD/FDR/BC/BG along with bid and has to ensure delivery of hard copy to the NCRA-TIFR, Pune within 5 days of Bid End date / Bid Opening date. Bidder to indicate bid number and name of bidding entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer along with technical bid – Part-I).

Sd/-
Administrative Officer-C (P&S)
NCRA-TIFR, Pune

PART-B

Scope of work / Technical Specification's

The scope of work shall include : Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, Fire Alarm & Building Management System (FAS & BMS), and Deployment of Manpower for 24×7 Operation of the Data Centre for a Period of Two (02) Years at GMRT Khodad.

1. Technical Specifications:

Sr. No.	Description of Item	Unit of Measurement	Quantity
1.	Comprehensive AMC of Inrow Units in spotlight system for two years starting 04.08.2026.	Nos.	5
2.	Comprehensive AMC of 125 KVA UPS in spotlight system for two years starting 04.08.2026.	No.	01
3.	Comprehensive AMC of 75 KVA UPS in spotlight system for two years starting 04.08.2026.	No.	01
4.	Comprehensive AMC of FAS and BMS system in spotlight system for two years starting 04.08.2026.	No.	01
5.	Manpower for 24*7 Operation of Data center for two years starting 04.08.2026.	Nos.	02

Note: 1) AMC Duration: 24 months from date of commencement.
2) Exclusions: Replacement of Batteries, Novac Gas etc.

General Requirements

1. The contractor shall provide all labour, tools, tackles, testing instruments, consumables (where applicable), and equipment required for carrying out the maintenance services.
2. Preventive maintenance shall be carried out as per the approved maintenance schedule in consultation with the Engineer-in-Charge without affecting the normal operation of the Data Centre.
3. Breakdown complaints shall be attended promptly, and all efforts shall be made to restore the systems within the stipulated response and resolution time.
4. The contractor shall submit detailed service reports after every preventive maintenance visit and breakdown call, indicating the work carried out, observations, replaced components, and recommendations.
5. The contractor shall maintain adequate inventory of essential spare parts to ensure timely restoration of services and minimize system downtime.
6. All personnel deployed under the contract shall be technically qualified, experienced, and adequately trained to handle the installed systems.
7. The contractor shall ensure strict compliance with all applicable statutory provisions, labour laws, safety regulations, and Institute rules during the execution of the contract.
8. **Safety Requirements:** The contractor shall take all necessary precautions to ensure the safety of personnel, equipment, and Institute property while carrying out maintenance activities.

PART-C

SPECIAL CONDITIONS OF CONTRACT

1) **Scope of Work** : As given in Part-A above.

2) **Performance Guarantee**

Performance Guarantee to be furnished by the successful bidder for satisfactory performance of the contract. "Satisfactory performance of the contract here means satisfactory completion of work in respect of works / services.

a. Quantum of Performance Guarantee

Performance Guarantee of 5% of total order value including all taxes, duties etc.

Successful bidder, shall deposit an amount equal to **5%** 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.

In case Performance Guarantee is not submitted within **21 days interest @ 12% per annum** will be levied till the date you submit the Performance Guarantee.

If the successful bidder fails to submit the Performance Guarantee / Performance Guarantee with interest or refuses to submit the Performance Guarantee even after reminders, Centre reserves the right to cancel the order without notice and such bidder will be debarred from participating in any tender for a period of **one year**.

b. **Forms in which Performance Guarantee can be submitted**

Performance Guarantee should be in the form of Demand Draft in favour of TIFR, Pune OR Fixed Deposit Receipt (FDR) pledged in favour of TIFR, Pune OR Bank Guarantee (BG) in favour of Centre Director, NCRA-TIFR, Pune as per the prescribed format. The Bank Guarantee should be from any one of the nationalized banks or Scheduled Bank and to be executed on non-judicial stamp paper of appropriate value. The Bank Guarantee should be valid upto at least 2 months beyond the contractual date for completion of the order.

c. **Refund of Performance Guarantee**

Performance Guarantee shall be released / returned to the contractor after the completion of the contract period + 2 months (26 Months) without any interest.

d. **Forfeiture of Performance Guarantee**

Performance Guarantee is taken for due performance of the Contract and can be forfeited in the event of a breach of contract.

Bank Guarantee / Fixed Deposit Receipt obtained towards Performance Guarantee will be invoked when there is a specific breach on the part of the Contractor.

3) **Income Tax**

As applicable will be deducted from the contractor's bill and TDS certificate will be issued.

9 **GST** : As applicable, will be paid Extra.

GST TDS will be deducted, as per Government Notification, if applicable.

10 **Duration of Contract:**

For two year from the date of issue of work order.

11 Payment Terms :-

11.1 The payment will be made as under: -

- (a) *Payment will be made on Quarterly basis for services provided as a reimbursement.*
- (b) will be made after **deducting GST TDS, Income Tax TDS etc.**
- (c) *Contractor shall submit all your bills with all necessary documents to*

Shri. Gnanraj Shelton J
Giant Metrewave Radio Telescope (GMRT)
Post Bag No. 6, Khodad, Narayangaon,
Taluka: Junnar, Dist: Pune - 410504.
Tel. 02132-258365/400/300
Email : shelton@gmrt.ncra.tifr.res.in

- d) Payment will be made by the Centre by NEFT/RTGS after deduction of
 - (i) GST TDS if applicable.
 - (ii) Income tax as applicable and
 - (iii) any other dues.

12. **OTHER CONDITIONS OF CONTRACT:**

The place where work to be carried out is;
Giant Metrewave Radio Telescope (GMRT)
Post Bag No. 6, Khodad, Narayangaon,
Taluka: Junnar, Dist: Pune - 410504. Maharashtra
Tel. 02132-258365/400/300
Phone : 020-25719000 / 9111
Contact Person : Shri.Gnanraj Shelton J, shelton@gmrt.ncra.tifr.res.in

- 13 **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. The Contractor shall be fully responsible for any personal injury, accident, death of your personnel and shall take proper precautions against any such loss or damages by taking Workmen Compensation Insurance Policy (WCIP) valid for the full contract period for all the persons you deploy for this work. **(If order is placed on you, the charges towards WCIP to be borne by contractor).**

Workmen Compensation policy must be taken keeping in consideration of following:

- i Nos. of Labourers and No. of Supervisor deployed for the work.
- ii Place of work : Giant Metrewave Radio Telescope (GMRT) Observatory
Post Bag No. 6, Khodad, Narayangaon,
Taluka: Junnar, Dist: Pune - 410504. Maharashtra
Tel. 02132-258365/400/300

Copy of Insurance Policy to be submitted directly to our Engineer, Administrative Officer, GMRT and Purchase Section, NCRA. The Contractor 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, the Contractor should make adequate arrangements to render all possible aid to the victims of such accidents and damages.

Contractor must also ensure to submit Workmen Compensation Policy before doing any work during the defect liability period as well.

14. **Cancellation / Termination of Contract**

The Institute reserves the right to terminate the contract, either wholly or in part, at any time during the currency of the contract by giving **one (01) month's written notice** to the contractor without assigning any reason. In such an event, the contractor shall not be entitled to claim any compensation or damages on account of such termination, except for the payment of services satisfactorily rendered up to the effective date of termination, as duly certified by the Engineer-in-Charge.

Similarly, the contractor may terminate the contract by giving **one (01) month's prior written notice** to the Institute, subject to acceptance by the Institute and after ensuring smooth handover of all maintenance records, documents, and ongoing services. The contractor shall continue to perform all contractual obligations during the notice period.

15 **Indemnity Bond**

As per Annexure-VII to be submitted by the contractor before commencement of the work.

- 16 (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.

- (c) **Deployment of Supervisor** : You shall keep a technically qualified and experienced engineer at all time for the works under this contract so received and carry out the direction to maintain the AC plant.

- 17 **WATER** :If water is available at site, then it will be allowed to use at free of cost. It is Contractors' own responsibility to make necessary arrangement to carry the same to work spot. Also note that providing water is not binding on us. If water is not available with us, then contractor shall make his own arrangement at his own cost.

- 18 **ELECTRICITY** : Electricity shall be provided by the department at free of cost from the existing nearby available source for the work. Bidder should make proper arrangement for extra length of cable/distribution board etc. to reach their work place with all electrical safety precautions. Also note that providing electricity is not binding to us.

19 **Arrangement by Contractor** :

Centre do not take any risk and responsibility for receiving, storage and issue of items brought to site.

- 20 Contractor will have to make necessary arrangement for deploying his own person

for safe unloading and receiving and storing of the items / tools / machinery etc. at Centres identified place till they are taken out for consumption / use.

21 Transportation of labour and materials

The transportation of labour and materials is the responsibility of the contractor .

22 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.

23 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

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.

24 Storage of tools 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.

25 Centre if required can only provide an open space where contractor can make arrangement for safekeeping of their goods. No space will be provided for temporary accommodation of workers.

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

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.

28 Applicable Law and Jurisdiction of Court

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.

29 Contact Person :

For co-ordination of work kindly contact at
Shri. Gnanraj Shelton J
Giant Metrewave Radio Telescope (GMRT)
Post Bag No. 6, Khodad, Narayangaon,
Taluka: Junnar, Dist: Pune - 410504.
Tel. 02132-258365/400/300
Email : shelton@gmrt.ncra.tifr.res.in

PART-D

PRICE BID DETAILS/ SCHEDULE

Name of Work:

Comprehensive Annual Maintenance Contract (CAMC) of Spotlight Data Centre Systems including InRow Cooling Units, UPS Systems, Fire Alarm System (FAS), Building Management System (BMS) and Deployment of Manpower for 24×7 Operation of Data Centre for Two (02)

Sr. No.	Description of Item	Unit	Qty	Rate Rs	No of Years	Amount Rs. for two years.
1.	Comprehensive AMC of Inrow Units in spotlight system for two years starting 04.08.2026.	Nos.	5		2	
2.	Comprehensive AMC of 125 KVA UPS in spotlight system for two years starting 04.08.2026.	No.	01		2	
3.	Comprehensive AMC of 75 KVA UPS in spotlight system for two years starting 04.08.2026.	No.	01		2	
4.	Comprehensive AMC of FAS and BMS system in spotlight system for two years starting 04.08.2026.	No.	01		2	
5.	Manpower for 24*7 Operation of Data center for two years starting 04.08.2026.	Nos.	02		2	
Total for 2 Years Rs.						
Add GST 18% Rs.						
Total including GST for 2 years. Rs.						

You have to submit the price bid along with the documents.

Notes:

1. The quoted rates shall be **inclusive of all labour charges, supervision, tools & tackles, transportation, boarding/lodging, insurance, testing equipment, consumables (where applicable), replacement of defective spare parts/components covered under Comprehensive AMC, statutory levies, and all incidental expenses**, except GST, which shall be quoted separately.
2. The rates shall remain **firm and fixed** throughout the contract period of **two (02) years**, and no escalation shall be admissible on any account.

Documents to be submitted along with bid.
Annexure-I

(To be printed on letterhead)
Bidder's Details

1	Name of the Firm/ Company		
2	Address of the Firm/ Communication Address:		
3	Name and Designation of Authorized Signatory		
4	Mobile No.:		
5	Telephone No.:		
6	E-Mail ID:		
7	Website:		
8	GST Registration Number:		
9	PAN Number:		
10	Firm's Bank Account details	Bank Account No.:	
		Name of the Bank:	
		IFSC Code No:	
		Name of Branch:	
11	Communication details of the concerned contact person to whom all references shall be made regarding this tender enquiry		
a)	Name of Person:		
b)	Designation:		
c)	Mobile No:		
d)	E-Mail ID:		

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

Annexure-II

DECLARATION REGARDING NON-BLACKLISTING / DEBARMENT
(To be printed on letterhead)

Enquiry / Tender No.:

1. I/We _____ (Applicant) hereby declare that our firm/company namely M/s _____ has not been blacklisted or debarred in the past by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender.

(OR)

2. I/We _____ (Applicant) hereby declare that our firm/company namely M/s. _____ was blacklisted or debarred by the Central Govt. / State Govt. / Public Sector Undertaking/ Universities/ Research Institutions or any other Govt. organization from taking part in Government Tender for a period of ____ years w.e.f. _____ to _____.
The period is over on _____ and now the firm/company is entitled to take part in the Government Tender.

** Please strike off whichever is not applicable*

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

Email Address:

SELF-CERTIFICATION FOR LOCAL CONTENT
(Certification under the preference to Make in India Order)
(To be printed on letterhead)

Date:.....

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Sub.: Self-Certification for Local Content -reg.

Sir,

In line with the Public Procurement (Preference to Make in India) Order No. P-45021/2/2017-PP (BE-II)-Part(4)Vol.II dated 19.07.2024 and its amendments issued by the Department for Promotion of Industry and Internal Trade, Government of India, we hereby certify that we, M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, training and after sales service support like AMC/CMC etc. as defined in above orders for the material against NCRA-TIFR, Pune Enquiry / Tender No. _____ dated _____.

Details of the location at which local value addition will be made are as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking you,

Authorised Signatory and Seal of the Firm/ Company

Name :

Designation :

Email Address:

CERTIFICATE OF COMPLIANCE

[On the letterhead of the applicant, including full postal address, email address and telephone no.]

Bid Ref. No.: _____

Date: _____

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Sub.: Restrictions on procurement from Bidders from a country or countries or a class of countries under Rule 144(xi) of the General Financial Rules 2017.

Sir,

“We have read the clause regarding restrictions on procurement from a Bidder of a country which shares a land border with India; and solemnly certify that we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise of any future changes to the above details. We understood that any wrong or misleading self-declaration by us would be a violation of the Code of Integrity and would attract penalties as mentioned in this tender document, including debarment.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

(To be printed on letterhead)
Acceptance of Terms & Conditions of Tender

Dated: _____

To,
The Centre Director
National Centre for Radio Astrophysics (NCRA)
Tata Institute of Fundamental Research (TIFR)
Savitribai Phule Pune University Campus
Ganeshkhind, Pune – 411007, Maharashtra, INDIA

Subject: Acceptance of Terms & Conditions of Tender

Bid Ref. No.:

Sir,

I/We hereby certify that I/we have read the entire technical specifications, bid-specific terms and conditions and buyer-added terms and conditions of the subject bid (including all documents like annexure(s), etc.), which form part of the contract agreement and I/we shall abide by the terms/conditions/clauses contained therein.

I/We hereby unconditionally accept the tender conditions of above-mentioned bid document(s) / corrigendum(s) in its totality/entirety.

I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Government. Department/Public sector undertaking.

Authorized Signatory (signature in full):

Name:

Designation:

Seal of the Firm/Company:

Date:

Place:

FORMAT OF BANK GUARANTEE FOR PERFORMANCE GUARANTEE

(to be executed on appropriate value of stamp paper)

(To be used by Successful bidder after placement of order)

To,
Centre Director
National Centre for Radio Astrophysics
Tata Institute of Fundamental Research
Post Bag No. 3, University of Pune campus,
Ganeshkhind, Pune 411 007.

In consideration of National Centre for Radio Astrophysics, Tata Institute of Fundamental Research, Post Bag No. 3, University of Pune campus, Ganeshkhind, Pune 411 007 (hereinafter called "Centre") having agreed under the terms and conditions of Contract No. Dated made between them and (hereinafter called: The said Contractor(s)) for (hereinafter called "the said Contract") having agreed to provide an irrevocable bank Guarantee for Rs. (Rupees only), as a Security / Guarantee from the Contractor(s) for compliance of obligations in accordance with the terms and conditions in the said contract, we (indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Centre an amount not exceeding Rs. (Rupees only) on demand by the Centre.

2. We (indicate the name of Bank) do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the centre stating that the amount claimed is required to meet the recoveries due or likely to be due from the said contractor. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

3. We, the said bank, further undertake to pay to the centre any money so demanded notwithstanding any dispute or disputes raised by the Contractor(s) in any suit or proceeding pending before any Court or Tribunal relating thereto, our liability under this present being absolute and unequivocal.

The payment so made by us under this bond shall be valid discharge of our liability for payment thereunder and the contractor(s) shall have no claim against us for making such payment.

4. We (indicate the name of Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said contract and that it shall continue to be enforceable till all the dues of the Centre under or by virtue of the said contract have been fully paid and its claim satisfied or discharged or till Engineer on behalf of the Centre certifies that the terms and conditions of the said contract have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

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

Annexure-VI

6. This guarantee will not be discharged due to the change in the constitution of the Bank or of the Contractor.

7. We (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Centre in writing.

8. This guarantee shall be valid up to unless extended on demand by Centre. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs..... (Rupeesonly) and unless a claim in writing is lodged with us on or before the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Signed and Sealed

Dated the day of for
(indicate the name of Bank).

Signature :

Name of the Officer :
with No.

Seal :

Email ID :

Phone No. :

FORMAT OF INDEMNITY BOND

(To be executed by the successful bidder on **Rs. 500/-** Non-Judicial Stamp Paper duly notarized)

Work Order No. _____

dated _____

In consideration of the National Centre for Radio Astrophysics - Tata Institute of Fundamental Research (NCRA/TIFR) having office at Savitribai Phule 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:

- 1) Any expenses arising from any injury or accident or death of workers hired for this work or damage to the property of any third party.
- 2) Any claim made under any Act of Government or otherwise in respect of injury or damage as aforesaid.
- 3) Any award of compensation or damages upon any claim as above.
- 4) 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.
- 5) 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).
- 6) Any costs, charges or expenses arising out of any claim or proceeding and in respect of any award of compensation or 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 on behalf of GMRT/NCRA-TIFR, Pune

GUARANTEE TO BE EXECUTED BY CONTRACTORS FOR REMOVAL OF DEFECTS AFTER COMPLETION IN RESPECT OF WATER PROOFING WORKS

(To be executed by the successful bidder on **Rs. 500/-** Non-Judicial Stamp Paper duly notarized)

The Agreement made this day of two thousand and between son of of (hereinafter called the Guarantor of the one part) and the PRESIDENT OF INDIA (hereinafter called Government of the other part).

WHEREAS this agreement is supplementary to a contract (hereinafter called the Contract) dated and made between the GUARANTOR of the one part and the Government of the other part, whereby the Contractor, *inter alia*, undertook to render the buildings and structures in the said contract recited completely water and leak-proof.

AND WHEREAS GUARANTOR agreed to give a guarantee to the effect that the said structures will remain water and leak-proof **for Three years** from the date of giving of water proofing treatment.

NOW THE GUARANTEUR hereby guarantees that water proofing treatment given by him will render the structures completely leak-proof and the minimum life of such water proofing treatment shall be five years to be reckoned from the date after the maintenance period prescribed in the contract.

Provided that the guarantor will not be responsible for leakage caused by earthquake or structural defects or misuse of roof or alteration and for such purpose:

- (a) Misuse of roof shall mean any operation which will damage proofing treatment, like chopping of firewood and things of the same nature which might cause damage to the roof;
- (b) Alteration shall mean construction of an additional storey or a part of the roof or construction adjoining to existing roof whereby proofing treatment is removed in parts;
- (c) The decision of the Engineer-in-Charge with regard to the cause of leakage shall be final.

During this period of guarantee the guarantor shall make good all defects and in case of any defect being found, render the building water-proof to the satisfaction of the Engineer at his cost, and shall commence the work for such rectification within seven days from the date of issue of the notice from the Engineer calling upon him to rectify the defects, failing which the work shall be got done by the Department by some other contractor at the GUARANTOR'S cost and risk. The decision of the Engineer as to the cost, payable by the Guarantor shall be final and binding.

That if GUARANTOR fails to execute the water proofing or commits breach thereunder then the GUARANTOR will indemnify the Principal and his successors against all loss, damage, cost, expense or otherwise which may be incurred by him by reason of any default on the part of the GUARANTOR in performance and observance of this supplementary agreement. As to the amount of loss and/or damage and/or cost incurred by the Government the decision of the Engineer will be final and binding at the parties.

IN WITNESS WHEREOF these presents have been executed by the Obligor and by
.....
and for and on behalf of the PRESIDENT OF INDIA on the day, month and year first above written.

Signed, sealed and delivered by OBLIGOR in the presence of—

1.

2.

Signed for and on behalf of THE PRESIDENT OF INDIA by in the presence of—

1.

2.

