



GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH
ELECTRONICS & INSTRUMENTATION GROUP
KALPAKKAM – 603 102

Tender Document

[Additional Terms & Conditions (ATC)]

For

*Annual Maintenance Contract for the maintenance of Private Cloud's
Smart Rack Cooling Systems*

Tender No: IGCAR/EIG/CD/CSS/DV/TR-04/2026

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**GOVERNMENT OF INDIA
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INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH
ELECTRONICS & INSTRUMENTATION GROUP
KALPAKKAM – 603 102**

I. NIT Details:

1.1 Online Custom Bid [Single Tender Enquiry (STE)] in Single part for and on behalf of the President of India by the **Director, EIG, IGCAR, For and on behalf of the President of India, Kalpakkam, Chengalpattu District, Tamil Nadu – 603 102**, from OEM who have experience in providing similar services (as specified in para. 1.2 of this NIT) and meeting the conditions stipulated in this NIT, as per the details given below:

Tender No. IGCAR/EIG/CD/CSS/DV/TR-04/2026

i) NIT No.	<u>IGCAR/EIG/CD/CSS/DV/TR-04/2026</u>
ii) Name of work	<i>Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems</i>
iii) Estimated Cost put to tender	Rs. 8, 47,160 (inclusive of GST @ 18%)
iv) Completion period	Twenty Four Months
v) Earnest Money Deposit	Rs. 17000/- (Rs. Seventeen Thousand only) in the form of Deposit at Call Receipt or Demand Draft / Bankers Cheque / Pay Order or Fixed Deposit Receipt drawn in favour of Pay and Accounts Officer, IGCAR, Kalpakkam payable at Kalpakkam. Insurance surety bond will also be accepted. Cash, Cheque, bank guarantee for Earnest Money deposit will not be accepted. 'Micro and small enterprises (MSE's) registered under MSME' and 'GeM GTC categorised EMD exempted service providers' are exempted from EMD. Traders as Major Activity are excluded from the purview of this exemption. However, they are required to furnish the MSME certificate/ concerned proof of certification instead of EMD at GeM Portal.
vi) Cost of tender document	NIL
vii) Tender processing fee	As applicable
viii) Security Deposit	Not applicable
ix) Performance Guarantee	3% of tendered value

x) Dates of availability of Tender Documents for view, download and submit	From 07/08/2026 (10:00 Hours) to 17/08/2026 (14:00 Hours) To Download – please visit GeM website on: https://gem.gov.in. Detailed NIT is also available on website www.igcar.gov.in for view only.
<i>Please note that the tender will be available for download between the dates as prescribed above. Agencies interested in participating must register in the GEM web portal and pay the prescribed registration charges as per requirements, should pay tender processing fee online, all within the dates prescribed above. <u>Only agencies who have registered in the above-mentioned web portal can participate in e-tender.</u></i>	
xi) Free viewing of Tender Documents in PDF format.	Search on Website https://gem.gov.in If interested in participating in the tender, download tender details as under.
xii) Purchase of tender Documents in Excel Format for participation in tendering.	Login in the Home page of the website https://gem.gov.in with your User ID & Password. Click on “Bids” button; then Click on “List of Bids”; Click on “Search” button. Now type appropriate key word on search tab. In the list select our bid and apply. Please refer Help Manual for submission of Tender / contact Help Desk at https://gem.gov.in/contactUs for any queries.
xiii) Last date & Time of pre bid clarification if any, sent by bidder	The bidders are requested to send their Pre-bid clarifications / queries by not later than 14:00 Hours on 17/08/2026 to Mail id – deepika@igcar.gov.in / jayalal@igcar.gov.in (Phone No. 44-27480500 – Extn: 22320, 22604)
xiv) Last date for submission of Original DD/BC/PO/DR for EMD.	On or before 17/08/2026 (14:00 Hours) at (Head, CD, EIG, IGCAR, Kalpakkam – 603 102, Chengalpattu District. (Contact Phone No. 044-27480500 Extn: 22836 / 22602). The tenderer shall be required to submit the Earnest Money in a sealed envelope marked ‘Earnest Money.’ Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name <u>IGCAR</u>, Tender number & Name of work in a cover without fail. However, documents sent by post or courier will also be considered provided the same is received within due date & time. <i>If the tenderer fails to submit original DD/BC/PO/DR etc., within the prescribed period as mentioned above those tenders will be summarily rejected.</i>
xv) Date and time of online opening Bid	17/08/2026(14:30 Hours) at the office of Name of Division, IGCAR Kalpakkam

xvi) <i>Minimum Bid / Offer validity period required</i>	120 Days from bid submission closing date
xvii) Financial Bid / Price Breakup	The Bidders may note that, lump sum quoted tender amount should be same in both GeM portal and the price bid break-up sheet (strictly as per the given price-bid format) duly signed & stamped. If there is any difference between the total tender amount quoted in GeM portal and the price-break-up sheet as well as if there is any difference in the format of the price-bid uploaded in the GeM portal, the tender will be summarily rejected.

Note: *Corrigendum/ Addendum/ Amendments if any shall be hosted on IGCAR / GeM websites only. Bidders are requested to visit the website regularly.*

II. Eligibility Criteria:

1.2. Contractors who fulfil the following requirements only shall be eligible to apply.

- (i). This is a Single Tender Enquiry invited from OEM / only OEM authorised service provider.
- (ii). The bidder shall submit an undertaking on their letter head certifying above (i).

1.2.1 The bidder shall also have the following eligibility criteria:

- (i). The bidder should be registered with Employees Provident Fund Organization (EPFO). He shall furnish the Certificates of Registration with EPFO. Bidder's profile shall invariably contain EPF registration number.
- (ii). The bidder should be registered with Employees State Insurance Corporation (ESIC). He shall furnish the Certificates of Registration with ESIC. Bidder's profile shall invariably contain ESIC registration number.
- (iii). The contractor shall give an undertaking in the attached format, for taking workman compensation policy for the subject work after the award of contract.
- (iv). Bidders debarred for bidding in any of the DAE units are not eligible to participate in the tender.
- (v). Bidders who are GST defaulters as per the GST authorities at the time of submission of the bid are not eligible for this tender. Bidders shall submit an undertaking in the format provided in this document. Any subsequent defaulting in payment of GST by the bidder, will also be scrutinized by the department, and may lead to rejection of the bid/cancellation of contract.
- (vi). The bidder shall provide undertaking, in format provided in this document, to the effect that he will not allow or permit any employee to participate in any trade union activities or agitation in IGCAR Premises.
- (vii). Joint Ventures (JV) are not permitted;

- (viii). Each bidder shall submit only one bid.
- (ix). The contractor shall be responsible for providing all statutory benefit to the personnel employed by him like minimum wages, bonus, EPF, ESI etc., as applicable and comply with all the Labour Codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations, and social security.

1.2.2 Even though any bidder may satisfy the above requirements, the bidder would be liable to disqualify/ debarred if the bidder has: -

- i. Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the eligibility criteria document.
- ii. Any effort on the part of the bidder or his agent to exercise influence or to pressurize the employer would result in rejection of his bid. Canvassing of any kind is prohibited.
- iii. Record of poor performance such as abandoning work, not properly completing the contract, or financial failures / weaknesses, etc.,
- iv. The Originals of the above Certificates shall be produced as and when called for. Irregularities if any observed will lead to rejection of the offer irrespective of the stage at which it is observed. Such bidders will be debarred for bidding in IGCAR as per applicable rule.
- v. Firms will be debarred for a period of two years if it is determined that the bidder has breached the code of integrity as per Rule 175 and Rule 151 of GFR 2017.
- vi. Firms will be debarred for a period of two years for any actions or omissions by the bidder for other than violation of code of integrity, for the reason like supply of sub-standard material, non-supply of material, abandonment of works, sub-standard quality of works, etc.,

1.3. MANDATORY DOCUMENTS TO BE UPLOADED

The bidders are required to provide the following information and documents with their bids. Tenders not furnishing the following information and documents are liable to be summarily rejected. **Failing to upload the documents will result in disqualification of bid.**

- (a) Copies of registration certificate documents defining the constitution or legal status, place of registration and principal place of business; written power of attorney of the signatory of the bid to commit the bidder. Appropriate business licences/registrations.
- (b) If the Tenderer is a limited company or a corporation, the Tenderer should also furnish a copy of the Memorandum of Association of the Company/Corporation duly attested by a Notary Public.

- (c) In the case of partnership firm, certified copy of the partnership deed duly attested by Notary Public and current and permanent address, telephone no. and mobile no. of all the partners.
- (d) Power of Attorney in favour of the official of the Company signing the tender if the Tenderer is a Private or Public Limited Company.
- (e) PAN;
- (f) GST registration certificate.
- (g) Bank Account details;
- (h) Authority to seek references from the bidder's bankers;
- (i) Information regarding any litigation, exclusion orders, expulsion or block entry, current or during the last three years, in which the Bidder is involved, the parties concerned and disputed amount.
- (j) Valid authorization / proprietary declaration must be uploaded on GeM.
- (k) Declaration by the bidder, Checklist and Undertakings.
- (l) Micro or Small Enterprise certificate in case of MSE.
- (m) Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) Certificates of Registration.

III. **Additional instructions to bidders:**

- 1.4. IGCAR, DAE, Kalpakkam is located 85 kms away from Chennai. The site is accessible by road from Chennai via Chengalpattu, Thirukalukundram and also via Mamallapuram by East Coast Road (ECR).
- 1.5. Information and Instructions for tenderers posted on website shall form of tender document.
- 1.6. **Those contractors not registered on the website <https://gem.gov.in>, are required to get registered for e-tendering mode. Registered contractors only can submit / upload tenders.**
- 1.7. Shortlisting of the agencies shall be subject to thorough verification of their credentials and inspection of services carried out by them.
- 1.8. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in IGCAR. The department reserves the right to verify the particulars furnished by the applicant independently.
- 1.9. Scanned copy of the following duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and the same shall be submitted during the period of technical evaluation: -
 - i. Annexure I – Declaration by the Bidder
 - ii. Annexure II – Undertaking by the Bidder

- iii. Annexure III – Letter of Transmittal
- iv. Annexure IV – Tender Acceptance Letter
- v. Annexure V – Letter to Bank

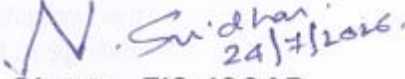
Note: During technical evaluation, above missing documents if any, can be asked for submission. **Failing to upload the documents will result in disqualification of technical bid.**

- 1.10. In case of successful tenderer, the tenderer is required to deposit an amount equal to 3% of the tendered value of the contract as irrevocable performance guarantee in the form of bank guarantee from any of the scheduled bank or by demand draft from State bank of India or Canara Bank drawn in favour of **Pay & Accounts Officer, IGCAR, Kalpakkam** payable at Kalpakkam within a period of 15 days of issue of letter of intent.

The letter of award of work (GeM Contract Order) will be issued only after the above said performance guarantee in any one of the prescribed forms is received and accepted failing which the Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely and suitable action as deemed fit will be initiated against the bidder.

- 1.11. EMD deposited along with bid will be returned after receiving Performance Guarantee.
- 1.12. Tender will be kept valid for **120 (One hundred and twenty)** days from the last date of closing of online submission of tender.
- 1.13. No modifications in the tender shall be allowed after opening bid.
- 1.14. The EMDs will be returned without any interest only after publishing financial evaluation status of bidders on GeM portal.
- 1.15. Bidders are requested to note that, they should necessarily submit their price breakup/financial bid in the format provided and no other format is acceptable. The price breakup is given as a standard BoQ format, bidders are required to download the BoQ file, open it and complete the Yellow coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). **No other cells should be changed. Once the details have been completed, the bidder should save it and print the same. The printed price breakup should be signed, scanned and uploaded as pdf file. If there is any difference between quoted lump sum amount and the uploaded price breakup, then the bid will be summarily rejected.**
- 1.16. **Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s). If the received bids having matching/common IP address between Bidder(s) and Buyer, such bids shall be outrightly rejected and shall not be considered for further evaluation.**
- 1.17. Workman compensation policy as per extant government orders shall be paid by

- the contractor and will have to be made by the Contractor at his own cost and will not be reimbursed.
- 1.18. Bids submitted with any conditions including bids with conditional rebate in price shall be summarily rejected
- 1.19. **Director, EIG, IGCAR**, on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders or to allot parts of the works to different agencies without assigning any reasons there for. All tenders, in which any of the prescribed conditions is not fulfilled shall be summarily rejected.
- 1.20. This notice is being published for information only and is not an open invitation quote in this Single Tender Enquiry. Participation in this tender is by invitation only and is applicable to the selected Service Providers (OEM). Unsolicited offers are liable to be ignored. However, Service provider who desires to participate in such tenders in future may apply for registration with IGCAR as per procedure.


24/7/2016
Director, EIG, IGCAR,
For and on behalf of the President of India
एन. श्रीधर / N. SRIDHAR
उत्कृष्ट वैज्ञानिक / Outstanding Scientist
निदेशक / Director
इलेक्ट्रॉनिक्स एवं मापयंत्रण समूह
Electronics & Instrumentation Group
इंदिरा गांधी परमाणु अनुसंधान केंद्र
Indira Gandhi Centre for Atomic Research
कलपाक्कम / Kalpakkam - 603 102.

DECLARATION BY BIDDER TO BE SUBMITTED BY THE BIDDER

(To be given on Company Letter Head)

(Scanned copy of the declaration duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and original shall be submitted during the period of verification of originals).

Name of Work: *Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems.*

NIT No. **IGCAR/EIG/CD/CSS/DV/TR-04/2026**

This is to certify that:

- a. I /We have submitted the tenders in the Proforma as downloaded directly from the websites which are same as available in the website and there is no change in the format, number of pages etc.,
 - b. I /We have not made any modifications / corrections / additions etc., in the tender documents downloaded from website by me / us.
 - c. I /We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
 - d. I /We have submitted requisite MSE certificate or EMD in the prescribed form.
 - e. In case at later stage, it is noticed that there is any difference in my/ our tender documents with the original documents, IGCAR shall have the right to cancel the tender / work, forfeit the Earnest Money, Performance Guarantee, take appropriate action as per the prevailing rules in force and IGCAR shall not be bound to pay any damages to me / us on this account.
2. I/We (Name of the contractor/ agency) hereby declare compliance towards all the labour codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations, and social security and authorise IGCAR, Department of Atomic Energy to recover any payment that arises due to failure to comply with any of the Labour Codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations and social security etc. and all other acts mentioned in the tender document.

Date:

(Signature of the Bidder, with Official Seal)

UNDERTAKING TO BE SUBMITTED BY THE BIDDER

(To be given on Company Letter Head)

(Scanned copy of the undertaking duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and original shall be submitted during the period of verification of originals).

Name of Work: *Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems.*

NIT No. IGCAR/EIG/CD/CSS/DV/TR-04/2026

1. I/We hereby give an undertaking that, I/we have read and I/we am/are aware of all the clauses and sub clauses of tender forms and I/we confirm that, I/we will abide by all the terms and conditions available in this tender document.
2. I/We undertake and confirm that eligible similar service(s) has/have not been got executed through another contractor on back-to-back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for bidding in IGCAR in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit / Performance Guarantee.
3. I / We have read and examined the Notice Inviting Tender, General instruction, terms and conditions, Form of Tender & all other contents in the tender documents for the service AND ACCORDINGLY I / We, hereby tender for execution of the service specified for the President of India within the time specified in Schedule of Quantities and in accordance in all respects and instructions in writing in the general instructions terms and conditions and in respects in accordance with, such conditions so far as applicable.
4. I / We have downloaded and gone through the pre-bid clarifications issued by the Department after close of sale of tenders and submitting tender accordingly, if any.
5. I / We have gone through the "Additional Notes" sheet of financial bid/BOQ and submitting tender accordingly.
6. I / We have understood the entire scope of work and service charges quoted accordingly. We shall carry out the service as per specifications, conditions and complete the service within stipulated time to the entire satisfaction of the Department.
7. If I/We fail to furnish the prescribed performance guarantee in the prescribed form within a period of 15 days from the date of issue of Letter of Intent, I/We agree that the said President of India or his successors in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely.
8. Further, if I/We fail to commence work as specified, I/We agree that President of India or his successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said performance guarantee absolutely.
9. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid, I/We shall be debarred for participation in the re-tendering process of the work.

10. I/We undertake to enter into a contract agreement within one month of commencement of operations. The Notice Inviting Tender, ATC as tender document Letter of Intent, Work Order (GeM Contract order), GeM GTC, GeM SLA and other relevant correspondence shall form part of the Contract Agreement (duly signed on all the pages), deemed to be a single composite agreement/contract and are not severable and will be binding on us. Until an agreement is signed and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

11. I/We (Name of bidder) hereby certify that the products/ Services offered for this work meet the requirement of the minimum local content as mentioned in DPIIT order of Public Procurement (Preference to Make in India), Order-2017 dated 19/07/2024 and as amended from time to time and submit the requirement as per the order.

We hereby confirm that the Local content for this work is..... % of tendered value of work.

Note: In case, cost of work exceeds ` 10 Crore, this Percentage of Local content shall be certified by statutory auditor (or) cost auditor of company (in case of companies) (or) from a practicing cost accountant (or) practicing chartered accountant (in respect of suppliers other than companies) as defined in PPP-MII Order, 2017.

12. I/ We do hereby give an undertaking that, none of my relative (s) as defined below is / are employed in DAE as per details given in tender document. In case at any stage, it is found that the information given by me is false / incorrect, IGCAR shall have the absolute right to take any action as deemed fit without any prior intimation to me

The near relatives for this purpose are defined as: 1) Members of a Hindu undivided family. 2) They are husband and wife. 3) The one is related to the other in the manner as father, mother, son(s), son's wife (Daughter-in-law), daughter(s), daughter's husband (Son-in-law), brother(s) and brother's wife, sister(s) and sister's husband (brother-in-law)

13. Further I/ We give an undertaking that: -

- a. I/We am/are not GST defaulter(s). I/We also give undertaking that I/We will pay GST in time during the complete period of the contract.
- b. I/We will take Workmen Compensation policy for my/our workmen, within 15 days of award of contract.
- c. I/we will not allow or permit any employee to participate in any trade union activities or agitation in IGCAR Premises.

Date:

(Signature of the Bidder, with Official Seal)

LETTER OF TRANSMITTAL
(To be furnished in the Tenderer's letter head)

To,

**Director,
EIG, IGCAR.**

Sub: Notice Inviting Tender No. IGCAR/EIG/CD/CSS/DV/TR-04/2026 for Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems

* * * * *

Sir,

1. Having examined the details given in the notice and bid document for the above work, I/We hereby submit the relevant information.
2. I/We hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
3. I/We have furnished all information and details necessary for eligibility and have no further pertinent information to supply.
4. I/we also authorize **Director, EIG, IGCAR**, or his authorized representative to approach individuals, employers, firms and corporation to verify our competence and general reputation.
5. I/We hereby declare that I/We am/are not involved in any litigation on the date of submission of the tender.

OR

The details of litigation involving me/us are furnished below:

Date of submission:

Enclosures:

Date:

(Signature of the Bidder, with Official Seal)

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date: _____

To.

Director,EIG, IGCAR.***Sub: Acceptance of Terms & Conditions of Tender.***

Notice Inviting Tender No. IGCAR/EIG/CD/CSS/DV/TR-04/2026 for Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems

Dear Sir,

1. I/We have downloaded/obtained the tender document(s) for the above-mentioned Tender/Work from the web site(s) namely: <https://gem.gov.in> and www.igcar.gov.in as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that, I/We have downloaded and read the entire General Terms & Conditions (GTC) and Service Level Agreement (SLA) on GeM and I/We shall abide hereby the terms and conditions contained therein.
3. I/We hereby certify that I/we have read the entire terms and conditions of the tender documents (including Tender documents, annexure(s), schedule(s), corrigendum(s), etc.), which will form part of the contract agreement and I/we shall abide hereby by the terms/conditions/clauses contained therein.
4. The terms & conditions stipulated in SLA will supersede those in GTC and terms & conditions stipulated in this tender document (ATC) will supersede those in GTC and SLA in case of any conflicting provisions.
5. The corrigendum(s) issued from time to time by your department/ organization to have also been taken in to consideration, while submitting this acceptance letter.
6. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
7. I/We do here by declare that our Firm has not been black listed/ debarred by any Govt. Department/Public sector undertaking.
8. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions as taken by Department.

Yours Faithfully,

Date:***(Signature of the Bidder, with Official Seal)***

LETTER TO BANK
(To be furnished in the Tenderer's letterhead)

To,

The Manager,

_____ (Bank Name)

_____ (Branch)

Sub: **Notice Inviting Tender No. IGCAR/EIG/CD/CSS/DV/TR-04/2026** for Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems.

* * * * *

Sir,

1. I/ We am/are holding account No. _____ in _____ (Bank Name) _____ (Branch) since _____. I/We am/are participating in the tendering process for *Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems*.

2. I/ We also authorize **Director, EIG, IGCAR** or his authorized representative to approach your Bank to verify our competence and general reputation and queries, if any.

Date:

(Signature of the Bidder, with Official Seal)

CHECKLIST FOR THE BIDDER
(Please put 'Yes/ No' in the box provided)

Sr. No.	Particular of the document to be uploaded	'Yes / No'
1.	Copy of certificate of registration	
2.	Copy of the Memorandum of Association of the Company/ Corporation (in case of limited company or a corporation)	
3.	Certified copy of the partnership deed (in the case of partnership firm)	
4.	Copy of Power of Attorney	
5.	Copy of PAN & Aadhar	
6.	Bank Accounts details	
7.	Declaration by the bidder, Annexures and Undertakings	
8.	EMD placed in Separate envelope duly super scribed EMD and NIT for Tender Notice No. IGCAR/EIG/CD/CSS/DV/TR-04/2026 and marked Envelop-I.	
9.	Details of Registered post shall be sent by email to both the mail <u>ids_deepika@igcar.gov.in & jayalal@igcar.gov.in</u>	

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SCOPE OF WORK AND TECHNICAL SPECIFICATION

1.0 INTRODUCTION

Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems.

2.0 SCOPE OF WORK

- a) To repair all the defects of the systems mentioned in Annexure-C during the currency of contract.*
- b) Thorough testing, functional checking, readjusting, replacement of parts needed for proper operation.*
- c) To keep the equipment in up-to-date working condition during the currency of the contract.*

3.0 SCOPE OF CONTRACTOR

All works mentioned in scope of work (Points a, b and c of Technical requirement). Free replacement of all defective spares without any exception other than condenser and evaporator coils, PHE, electrical main incoming switch (Switch fuse unit), Main incoming cable, fuses, control transformers, indicating lamps and consumables like Foams, batteries, Extinguisher gas. Should comply with all terms and conditions mentioned in Annexure-D.

1. The Contractor has to provide stitched uniform, safety shoes, bicycle, torch light, Department approved entry permit pass and other required safety materials to the operators engaged in this contract work within 15 days from the date of issuing of work order.
2. No accommodation shall be provided by Department to contractor or his employee.
3. The contractor has to obtain necessary identity proof/ work permit card as required by Department.
4. The contractor shall take full responsibilities on the character and qualities of the workers/ employees engaged by them.

(a) Minimum Requirements:

1. The Engineer-in-charge/his authorized representative of this contract is empowered for conduct contract employees Audit at any of the work spot at any time. All the employees of this contract shall be in duty with proper PPE with ID card and with full discipline. Failing which strict action will be initiated to ensure the discipline of the work spot.

2. As per the instructions of the EIC, if required, the contractor shall either increase or decrease the number of operators on any day without changing the total number of operators per day.
3. The Contractor shall take suitable Insurance Policy for his / their Labour employed by him for this contract covering the Accident Benefit Clause / Medical Claim. Such Insurance Policy shall be produced by the Contractor after signing the Contract Agreement failing which the Department is entitled to terminate the contract.
4. The contractor shall make necessary insurance coverage to cover any loss or damage to any labour of this contract and the absence of such coverage would make the contractor fully liable to bear such loss or damage by themselves.
5. The contractor shall submit the material evidence (e.g Bank Book or equivalent department approved evidence) for the payment of the last month of the contract to all the employee's salary of the contract for raising the final bill of them.
6. Periodically, payment will be made for actual executed quantities of work.
7. The contractor and his employees shall be available on the telecommunication device for easy contact by the Engineer-in-Charge or his authorized person at any time related to the contract work.
8. In case any difference or discrepancy between the specifications and the description in the schedule of quantities, the schedule of quantities shall take precedence.
9. The contractor shall alone be fully responsible for safety, security and insurance or life insurance of the personnel engaged by him. The IGCAR shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties.
10. The manpower deployed by the contractor will not be treated as DAE employees for any purpose, whatsoever, and facility / benefits applicable to DAE employees will ***not*** be extended to them. Such personnel shall have no right, whatsoever, to claim employment under the Government / Department on the ground of their service under the contract.
11. The Tenderer shall replace at his own cost, the items of equipment so damaged or lost or misplaced; on account of lack of care or on account of negligence on the part of the Tenderer or any of the employees.
12. The Tenderer shall make his own arrangements for transport, accommodation, medical facilities, schooling and such other facilities for his/her employees and their families.
13. The Tenderer shall comply with the provisions of all the applicable laws to meet the statutory requirements in connection with the above work. If on account of non-compliance with the provisions of any such law, the IGCAR is called upon to make any payment to or in respect of his employees, the Tenderer shall fully reimburse to the IGCAR all such payments and the IGCAR shall be free to make

deductions on this account from the amount of Performance guarantee in such case.

14. The Tenderer shall promptly report the case(s) of any unusual occurrence or incidents(s) or accident(s) in the premises or involving injuries etc. to the personnel employed by him for the purposes of the contract to the Government.

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2 INSTRUCTION & GUIDANCE TO TENDERER

3.1 Submission of Tender:

- (a) Tender shall be deemed to have been submitted after careful study and examination of the tender document with full understanding of its implications.
- (b) Submission of a tender by a Tenderer implies that he has read and understood this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.
- (c) All information called for should be furnished against the relevant columns in the forms. If for any reason, information is uploaded on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a "nil" or "no such case" entry should be made in that column. If any particulars/query is not applicable in case of the Tenderer, it should be stated as "not applicable". The Tenderers are cautioned that furnishing incomplete information in the tender forms or deliberately suppressing the information may result in the tender being disqualified.
- (d) No additional information shall be entertained after submission of the tender unless it is called for by *Director, EIG, IGCAR*.
- (e) Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any job/work in IGCAR.
- (f) The Technical-cum-Financial Bid of the tender should be valid for a minimum period of 120 days from bid submission closing date of tender. Tenderer shall not be entitled to revoke or cancel the tender or to vary the tender submitted or in terms thereof during this period of One Hundred Twenty days, without the consent in writing of *Director, EIG, IGCAR*.

3.2 Bid Opening: In the event of the date specified for opening of bid being declared holiday, the Bid will be opened at the appointed time and location on the next working day.

3.3 Clarification of Bid:

- (a) When deemed necessary, the Department may seek clarifications on any aspect including any document from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender submitted or price quoted.
- (b) During the course of evaluation of the bid, in case it is found that any of the documents prescribed has not been furnished, such shortfall document will be called for and the same shall be furnished within the prescribed period.
- (c) The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is

concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work order should be asked for so as to qualify the bidder.

- 3.4 **Acceptance and Rejection of Bid:** Competent Authority on behalf of President of India reserves to himself the authority to reject any or all of the tenders. Tenders, in which any of the prescribed conditions is not fulfilled or any condition including that of conditional rebate is put forth by the Tenderer, shall be liable to be rejected.

3.5 **Scrutiny of Bids:**

Bids will be scrutinized to ascertain –

- (a) That the Power of Attorney inter-alia includes a provision to bind the Bidder to settlement of disputes clause.
- (b) That the bid is conforming to all the terms, conditions and specification of the Tender Document, without affecting in any substantial way the scope, quality or rendering of service.
- (c) That the bid does not limit in any substantial way, the Department's rights or the bidder's obligations under the contract.

3.6 **Award of Contract:**

- (a) The successful bidder will be issued with a Letter of Intent with request to deposit Performance guarantee in any form prescribed under Clause 5.2, within a period of fifteen days from the date of issue of Letter of Intent.
- (b) Upon receipt of Performance guarantee a work order will be issued to the successful bidder to commence the service with effect from the date mentioned in the GeM contract order.

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4 GENERAL CONDITIONS OF THE CONTRACT

- 4.1 The intending bidder and the prospective agencies shall be required to possess the following documents with them separately, which shall form part of Tender Documents for this work: -
- (a) The General Terms and Conditions on GeM portal
- 4.2 These documents can be downloaded from the GeM website <https://gem.gov.in>.
- 4.3 The bidders must read the terms and conditions carefully and shall abide the terms and conditions contained therein.
- 4.4 The terms & conditions stipulated in SLA will supersede those in GTC and terms & conditions stipulated in this tender document (ATC) will supersede those in GTC and SLA in case of any conflicting provisions.

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5 SPECIAL CONDITIONS OF CONTRACT

5.1 Earnest Money Deposit:

- (a) The tender must be accompanied by the Earnest Money Deposit **As specified in NIT**. EMD shall be submitted by way of Demand Draft, PO, FDR or Banker's Cheque in favour of Pay & Accounts Officer, IGCAR. Insurance Surety Bond in favour of President of India / MSE certificate will also be accepted. Cash, Cheques and Bank Guarantee for EMD will not be accepted.
- (b) Small or Micro firms having valid MSE certificate and service providers exempted from EMD submission as per GeM GTC are exempted from EMD. However, they are required to furnish the MSE certificate/ proof of exemption instead of EMD. **Service providers under MSE category registered as per NIT are only eligible for exemption.** Manufacturers for goods and Traders as Major Activity are excluded from the purview of this exemption.
- (c) Tenders without EMD or Tenders for which MSE certificate/ concerned proof of certification as prescribed, is not uploaded, will be rejected.
- (d) EMD in respect of unsuccessful Bidders will be returned without any interest only after publishing financial evaluation status of bidders on GeM portal.
- (e) EMD of the successful bidder shall be returned after receiving the Performance Guarantee.
- (f) If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall without prejudice to any other right or remedy be at liberty, to forfeit 50% (fifty percent) of the earnest money absolutely. Further the tenderer shall not be allowed to participate in re-tendering process of the work.
- (g) If the successful bidder fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the EMD will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.
- (h) If the successful MSE bidder withdraws his tender within the validity period (or) makes any modification in the terms and conditions of the tender which are not acceptable to the Department (or) fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Firm will be debarred for a period of One year without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.

5.2 Performance Guarantee:

- (a) In case of successful Tenderer, the Tenderer shall deposit an amount equal to 3% (three percent) of the work order value as irrevocable Performance Guarantee in one of the following forms within a period of 15 days from the date of issue of Letter of Intent:
- i) Demand Draft / Bankers Cheque / PO in favour of Pay & Accounts Officer, IGCAR.
 - Or
 - ii) Fixed Deposit Receipt (FDR) of State Bank of India/Scheduled Bank pledged in favour of Pay & Accounts Officer, IGCAR.
 - Or
 - iii) An irrevocable Bank Guarantee (BG) in the form prescribed by the Government from a Scheduled Bank.
- (b) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 2 months beyond that and in addition a claim period of 6 months shall be given. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.
- (c) The GeM Contract Order will be generated only after the said Performance Guarantee in any one of the prescribed form is received and accepted.
- (d) In case, the Tenderer fails to commence the operations within fifteen days from the date of issue of work order it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Performance Guarantee will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.
- (e) The Performance Guarantee shall be forfeited, if the contract is terminated due to failure on the part of the contractor to provide services for the entire period of the contract including period of extension, if any.
- (f) The Performance Guarantee will be discharged after completion of contractor's performance obligation under the contract. No interest is payable on the Performance guarantee.
- (a) Any dispute regarding any minor details/items of work obviously and fairly intended and may have not been included in this document shall be referred to the Accepting Officer *Director, EIG, IGCAR*. Appeal against the decision of the Accepting Officer in this regard shall be made to the Director, IGCAR, and the decision given by the Director, IGCAR shall be final and binding on both the parties.
- 5.3 **Validity period of rate:** The rates quoted should be firm and it shall remain fixed throughout the contract period including period of extension, if any.
- 5.4 **Quality of work:** **Director, EIG, IGCAR** shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Engineer-in-charge/authorized representative shall not

manifest change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Authority has the right to prohibit the use of men/women and any tools, materials or equipment which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

5.5 Penalty

- (a) The Tenderer will be required to strictly adhere to the terms and conditions of the contract and provide satisfactory service, failing which competent authority shall have liberty to levy the penalty and terminate the contract as per conditions detailed in below.

S No.	Description of default	Penalty
1	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2	Non resolution of complaints	If complaint is resolved within the agreed timelines of contract– No penalty If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per day of delay or as stipulated by buyer
3	If an employee of the service provider is found responsible for misconduct / disobedience or has misbehaved in any manner or resorted to any violent behavior etc. with the employees of buyer organization or other employees of service provider	1 st Instance – 0.05% of the contract value and replacement of resource 2 nd Instance – 0.1% of the contract value and replacement of resource 3 rd Instance onwards – 0.2% of the contract value and replacement of resource The buyer can take further action as deemed fit by competent authority at buyer's end.
4	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables / spare parts following penalties: 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value
5	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees / labours / sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value

S No.	Description of default	Penalty
6	If cumulative penalties reach 10% of the contract value	Termination of contract

- (b) Competent Authority's decision in this regard shall be final and binding on the Contractor.

5.6 **Taxes and Levies:** All taxes and levies except GST shall be payable by the Tenderer and Department will not entertain any claim whatsoever in respect of the same. The Department shall not be responsible for any increase in any duties, levies, or taxes in respect thereof whatsoever during the period of contract and during the period of extension if any, and the Contractor rates and Contractor's obligation shall remain unaffected by such escalation and/or increase.

5.7 Payment of wages

- (a) The Service provider shall be solely responsible for payment of minimum wages and other statutory dues to the workers engaged by him. The rate of minimum wages shall be the wages notified by the Chief Labour Commissioner (Central), New Delhi which are applicable to Central Government Departments as per the Code on Wages, 2019. The prevailing rate of minimum wages notified by Chief Labour Commissioner (Central), New Delhi **vide Order F.No. 1/6(3)/2025-LS-II dated 30.03.2026 w.e.f. 01.04.2026** for the Schedule Employment **"Construction or Maintenance of Roads or Runways or in Building Operations including laying down underground electric, wireless, Radio, Television, Telephone, Telegraph and overseas communication cables and similar other underground cabling work, Electrical Lines, Water Supply lines and Sewerage pipe lines** are tabulated below: -

Category of worker	Rates of Minimum wages w.e.f. 01-04-2026 (Zone-C Area)
Highly Skilled	918
Skilled	781
Semi-Skilled	650
Unskilled	556

- (b) It is open to the Service provider to pay wages more than the prescribed minimum to the labours employed.
- (a) Service provider shall pay wages to his employees within 07 days of completion of each month. The payment of wages to the workers by the Service provider should not be stopped or linked to the clearance or passing of monthly bills submitted for this work.
- (b) Service provider shall ensure that the wages paid to the contract labours employed by him is done directly to individual labourer's bank account. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.

- (c) If any complaint is received from any person of the Service provider regarding non-payment of wages, necessary recovery will be made from the amount due to the Service provider and payment made to the labourer, without prejudice to action for termination of the contract without any notice/ clarification.

5.8 Terms of Payment

- (a) The Contractor will raise an invoice in duplicate on *quarterly basis* in the following format. The firm shall indicate the Invoice No., Work Order No., Title of Work, PAN No and GST No. in the invoice and submit the same duly signed & stamped. Monthly bill for *Annual Maintenance Contract for the maintenance of Private Cloud's Smart Rack Cooling Systems* for the month of: _____

Invoice No.			Date:	
Work Order No.				
Name of the Work				
Period of contract	From date		To date	
Extension period, if applicable	From date		To date	
PAN		GST Number		
S.No.	Item description			Total amount claimed
1.	Cost of Executed (Cost of Service)			
2.	GST @18% (on 1 above)			
Total				

Signature of the Contractor
Name and seal

- (b) The Service provider shall submit following documents with bill:
- (i). Service reports for breakdown and preventive
 - (ii). supply, replacement and commissioning of materials along with OEM invoice copies
 - (iii). Payment Vouchers accompanying RA Bill
 - (iv). Details of Staff engaged in the following format:

Statement of contract laborers engaged in the Work for the month of _____

Sl. No.	Name of the contract labourer	Details of Bank Account with A/C No., Name of the Bank, IFSC Code.	EPF Registratio n Number	ESI Registration Number

Signature of the Service provider

Name and seal

Signature of Authorized Representative

Name:

Designation:

- (c) Income Tax, TDS as applicable will be deducted from the bill and it will not be reimbursable. No advance payment shall be paid to the Contractor under any circumstances during the tenure of this Contract.
- (d) Payment towards cost of consumable material will be based on actual quantity of material supplied multiplied by Unit Rate indicated in Item of Part II Financial Bid if any.
- (e) In case of any dispute, **Director, IGCAR**, reserves the sole right to decide the rate of payment to the party.

5.9 Indemnification of Government

- (a) The Tenderer shall be bound to bear all the expense of defense of every suit, action or other proceeding at law that may be brought by any person for injury sustained owing to any neglect or resistance and to pay any damages and costs which may be paid to compromise any claim by any persons.
- (b) The Tenderer shall indemnify and keep indemnified, the Government against all losses and claims for injuries or damages to any persons or any property whatsoever which may arise out of or in consequence of the tender and it shall be the tenderer's responsibility to make necessary arrangements in this respect at his own cost.

5.10 Confidentiality:

The Contractor shall ensure at all times that, without the consent of IGCAR in writing, not to divulge or make known any trust, accounts matter or transaction undertaken or handled by the IGCAR and also shall not disclose any information about the affairs of IGCAR /Department. This clause however does not apply to the information, which becomes public knowledge.

5.11 Corrupt Practices

During the course of Contract, if any of Contractor's personnel or the Contractor are found to be indulging in any corrupt practices causing any loss of revenue to the Department, the Department shall be entitled to terminate the Contract forthwith duly forfeiting the Contractor's Performance Guarantee without prejudice to any other right or remedy that the Department may have against the Service provider.

5.12 Non-Performance of Contract

The following shall be treated as Non-performance of contract:

- a) Failure to commence the work as per work order/ GeM Contract order.
- b) The contractor fails to execute the work as specified in Section II - Scope of work and poor quality of service.

- c) Failure to adherence of payment of wages and other benefits as per statutory orders/ Rules.
- d) Persistently neglects to carryout contract obligations and/ or commits default in complying with any of the terms and conditions of contract.
- e) Accumulation of penalties as per GeM SLA indicating persistent non-performance. Failure to rectify deficiencies even after warnings or notices.
- f) Non-adherence to SLA, GTC, ATC, labour laws, or department-specific rules. Involvement in any activity that leads to revenue loss for the Government.
- g) The contractor withdraws service or suspension of service during the period of contract and extended period of contract.
- h) The contractor fails to sign the agreement as specified in Para 5.17 Contract Agreement.

In the event of Non-Performance of contract as detailed above the same will be treated as breach of the contract and the Department/ Buyer organisation shall have the right to terminate the contract. In case of termination of the Contract by the Government due to non-performance of service by the contractor, Performance Guarantee shall be forfeited and the defaulted Contractor will be black listed for specific period as decided by competent authority.

5.13 Arbitration:

- (a) All disputes and differences arising out or in any way touching or concerning the contract whatsoever except as to any matters, the decision of which is specially provided by these conditions, shall be referred to the sole arbitration of Director, IGCAR or to the sole arbitration of such other person nominated by him. There shall be no objection that the arbitrator is an employee of the Government or that he had to deal with the matters to which this agreement relates and that in the course of his duties as government employee he had expressed his views on all or any of the matters on dispute or difference.
- (b) Any award of the said Director, IGCAR or the Arbitrator appointed by him shall be final and binding on the parties to this agreement. In case of non- cooperation of either party, the Arbitrator shall adjudicate the issue ex-parte and give his award accordingly.
- (c) It is the terms of the contract that in the event of the Director, IGCAR to whom the matter is originally referred, being transferred or has vacated his office for any reason, his successor in office shall be deemed to have been appointed the sole arbitrator in accordance with the terms of the agreement. He shall be entitled to proceed with the reference from the state at which it was left by his predecessor and the provision of this clause shall apply.
- (d) In the event of the Director, IGCAR or the person nominated by him as an arbitrator being removed by an order of a Court the reference shall stand exhausted.
- (e) The Venue of the Arbitration proceedings shall be Office of Director, IGCAR or such other place as the Arbitrator may decide.

- (f) To all such proceedings, the provision of Indian Arbitration Act, 1949/ Arbitration & Conciliation Act, 1996, shall apply.

5.14 Jurisdiction:

In case of any dispute arising on the above Contract, the Courts in Chengalpattu / Chennai will have the sole jurisdiction to hear the case.

5.15 Force Majeure: As per GeM GTC

5.16 Contract Agreement:

A Contract Agreement has to be entered into within one month of commencement of operations. The Notice Inviting Tender and ATC as tender document Letter of Intent, Work Order (GeM Contract order), GeM GTC, GeM SLA and other relevant correspondence, with the successful bidder shall form part of the Contract Agreement (duly signed on all the pages) and deemed to be a single composite agreement/contract and are not severable.

5.17 If relative working in IGCAR then the contractor not allowed to tender

- (a) The contractor shall not be permitted to tender for works in the IGCAR (Responsible for award and execution of contracts) if his near relative is posted and/or working as AO/AAO (or) as an officer in any capacity in the grades of SO/C / TO/C and above in IGCAR.
- (b) Bidder shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted Officer in DAE. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department. If, however the contractor is registered in any other department, he shall be debarred from tendering in IGCAR for any breach of this condition.

NOTE: By the term "near relatives" is meant wife, husband, parents and grandparents, children and grandchildren, brothers and sisters, uncles, aunts and cousins and their corresponding in-laws.

5.18 Bidder's Obligation for engagement of Labour:

- (a) The manpower engaged by the contractor for executing jobs is purely the responsibility of the contractor and they will not have any claim/liability on IGCAR.
- (b) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IGCAR /DAE.
- (c) The Contractor shall obtain necessary labour license before commencement of work under this Contract.
- (d) The contractor may be called upon for the services on Sunday or holidays also, if required.

- (e) It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed for this work and Department will have no liabilities in this regard.
- (f) The contractor shall be solely responsible for the redressal of grievances / resolution of disputes relating to person deployed. IGCAR shall, in no way, be responsible for settlement of such issues whatsoever. IGCAR shall not be responsible for any damages, losses, claims, financial or other injury to any manpower deployed by contractor in the course of their performing the functions/duties, or for payment towards any compensation.
- (g) The Contractor shall be solely responsible for any injury to or death of any third person caused due to Contractor or its staff's negligence. All liabilities arising out of accident or death shall be borne by the Contractor.
- (h) The Contractor shall ensure that the personnel deployed by him are courteous with pleasant manners and should project an image of utmost discipline.
- (i) The Contractor or his staff shall not accept any gratitude or reward in any shape from any employee.
- (j) The integrity of the personnel engaged by the Contractor should be beyond doubt. The Contractor shall verify and establish the character and antecedents of the personnel proposed to be deployed on duty.
- (k) The Contractor shall abide by and comply with all the relevant labour laws and statutory requirements and responsible to provide all the benefits to his staff thereunder.
- (l) The Contractor shall employ physically and medically fit personnel above 18 years and below 60 years of age only.
- (m) The remuneration including all statutory levies etc. of personnel employed for the purpose shall be borne by the Contractor. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
- (n) The Contractor shall be registered with the concerned authorities of Labour Department under Contract Labour (R&A) Act, 1970 and other applicable laws and follow guidelines with respect to labour laws. The Contractor shall comply with the various Labour Laws (both Central and State Government) and all necessary arrangements for labour security, insurance etc. in respect of the personnel employed by him shall be made by him at his own cost.
- (o) In case, the person employed by the successful Contractor commits any act of omission/commission that amounts to misconduct/indiscipline/ incompetence and security risks, the successful Contractor will be liable to take appropriate action against such persons, including their removal from site of work, if required by the Department within two days of being brought to their notice.
- (p) If the work of any personnel deployed is not satisfactory, the matter will be reported to the Contractor and the Contractor shall not deploy such personnel. The Contractor upon receiving a notice from this Department shall replace immediately

any of its personnel who are found unacceptable to this Department because of security risks, incompetence, conflict of interest, improper conduct etc.

- (q) The person deployed by the Contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to regular/confirmed employees of this Department during the currency or after expiry of the contract. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption or for any relaxation for absorption in the regular/otherwise capacity in the Department.
- 5.19 If as a result of post payment audit or otherwise any overpayment is detected in respect of any work done by the Contractor or alleged to have been done by the Contractor under the Contract, it shall be recovered by the Department from the Contractor.
- 5.20 The Contractor shall not Sub-Contract full or part of the work order without written consent of **Director,EIG, IGCAR** Competent Authority.
- 5.21 In the event of any loss incurred by the Department, as a result of any lapse on the part of the Contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the **Director,EIG, IGCAR** / Competent Authority will be final and binding on the Contractor.
- 5.22 If the Contractor is a partnership of two or more persons, all such persons shall be jointly and severally liable to the Department for the fulfillment of the terms of the Contract. Such persons shall designate one of them to act as leader with authority to sign. The partnership shall not be altered without the approval of the Department.
- 5.23 The Contractor shall provide the copies of relevant records during the period of Contract or otherwise even after the Contract is over whenever required by the Department.
- 5.24 The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- 5.25 The Contractor shall submit copies of acknowledgements evidencing filing of returns every year and shall keep the Department fully indemnified against liability of tax, interest, penalty etc. of the Contractor in respect thereof, which may arise.
- 5.26 The Contractor shall indemnify and hold the Department harmless from and against all claims, damages, losses and expenses arising out of or resulting from the works/services under the Contract provided by the Contractor.
- 5.27 The contractor will be completely responsible for any damage to the property of the Department, any personal injury to the employees of the Department, or any other person(s) in the employment of the Contractor and absolve IGCAR from any claim and damages for entire period of contract.
- 5.28 Any liability arising out of any litigation (including those in consumer courts) due to any act of Contractor's personnel shall be directly borne by the Contractor

- including all expenses/fines. The concerned personnel of the contractor shall attend the court as and when required.
- 5.29 All the formalities, Rules and Regulations imposed by the State or Local Authority connected with execution of this work should be complied with by the contractor. The contractor shall abide by Municipal bye-laws, Rules and Regulations relating Code on Wages, 2019, and Labour Laws and also by the laws of State and Central Government, in force from time to time pertaining to his establishment including those employed by him directly. Any penalty or fine levied on account of negligence and breach of any Rules/Laws/ Regulations in force shall be borne by the contractor.
- 5.30 The Government will not provide any quarters or land for the accommodation of the Contractor personnel.
- 5.31 The personnel will abstain from taking part in any staff union and association activities or other demonstrations either by the Staff Union/Association or by the public which are detrimental to the interests of the Department.
- 5.32 The contractor shall be fully prepared to work at short notice in case of any emergency. In case of any emergency work after office hours and on holidays, the contractor shall be contacted over phone or in person. In such circumstance he has to mobilize men and material to render the services at the earliest (within One hour) particularly, during natural calamities like heavy rain and cyclones etc.
- 5.33 All the documents like GST Registration Certificates, Taxation Certificates, labour license, comprehensive insurance cover for the liabilities in case of accident, etc., shall always be available with the contractor.

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ANNEXURE- A

FORM OF PERFORMANCE GUARANTEE (BANK GUARANTEE) BOND

In consideration of the President of India (hereinafter called "The Government") having agreed under the terms and conditions of Letter of Intent / Agreement No. _____ dated _____ made between _____ and _____ (hereinafter called as said Contractor) for the work _____ (hereinafter called "the said Letter of Intent / Agreement") having agreed to production of an irrevocable bank Guarantee for Rs. _____ (Rupees _____) only, as a security / guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

2. We _____ (Indicate the name of the Bank) (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs. _____ (Rupees _____) only on demand by the Government.

3. We _____ (indicate the name of Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demur, merely on a demand from the Government 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.

4. We, the said bank, further undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the Contractor 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 a valid discharge of our liability for payment there under and the Contractor shall have no claim against us for making such payment.

5. 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 Agreement and that it shall continue to be enforceable till all the dues of the Government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-charge on behalf of the Government certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said Contractor and accordingly discharges this guarantee.

6. We _____ (indicate the name of Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said Contractor from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said Contractor and to forbear or enforce any of the terms and conditions relating to the said Agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor or for any forbearance, act of omission on the part of the

Government or any indulgence by the Government 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.

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

8. We, _____ (indicate the name of Bank) lastly undertake not to revoke this guarantee except with the previous consent of the Government in writing. This guarantee shall be valid up to (date) unless extended on demand.

9. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs _____ (Rs. _____ only) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee, all our liabilities under this guarantee shall stand discharged.

Date day of For (Indicate name of the Bank)

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ANNEXURE-C

AMC of Private Cloud's Smart Rack cooling systems having the following sub systems - 1 set

Sl No	Item Name	Qty
1	Server and Network Racks (600W*2000H*1200D) with Accessories and PDU.	4 Sets
2	In-Rack Cooling systems for server and Networking Racks that includes LCP Inline DX (20KW capacity), Condenser (20KW), piping and accessories.	3 Sets
3	CMC III monitoring systems with its mounting accessories, connection components and software that includes:	
	a) CMC III Processing Unit	1 Nos
	b) CMC III I/O unit	1 Nos
	c) Temperature/Humidity sensor and associated modules	8 Nos
	d) Smoke sensor and associated modules	4 Nos
	e) Leakage sensor and associated modules	2 Nos
	f) Biometric Access Reader with adapter, door switch and associated modules	4 Nos
	g) Acoustic component for signal pillar (100dB) and associated modules	1 Nos
	h) LED steady light	1 Nos
4	Rodent Repellant System and associated modules	1 Set
5	Drain Water System and associated pipings.	1 Set

ANNEXURE-D

Terms and Conditions

1. Service charge

Service charges accepted shall be firm during the currency of the contract.

2. Option

While the contract is intended to be valid for a period of two years from the date of accepting the order, this Centre Reserves the right to terminate the contract by giving notice of one month and without any financial obligation on the part of this Centre. In the event of cancellation of the contract for one reason or the other, the payment for services carried out will be made on pro-rata basis.

3. Service call

Four pre-scheduled quarterly preventive maintenance service for the systems mentioned in Annexure-1 for a period of two years excluding call on demand. The emergency / Breakdown calls from the user should be attended immediately, but not later than 24 hours at no extra cost at Kalpakkam.

4. Replacement of spare parts

Free replacement of all defective spares without any exception other than condenser and evaporator coils, PHE, electrical main incoming switch (Switch fuse unit), Main incoming cable, fuses, control transformers, indicating lamps and consumables like Foams, batteries, Extinguisher gas.

5. Uptime guarantee

Shall make all the effort to provide maximum uptime of each of systems. The failure of each of the system shall not exceed 48 hours at a stretch.

6. Payment

Payment will be made quarterly at the end of every quarter after availing the satisfactory service.

7. Invoice

Please forward your proforma invoice indicating the service contract number for arrangement of payment.

8. Completion report

A completion report may be forwarded to this office with a copy to the user after completion of the last service but well before the expiry of the contract certifying that the equipment have been serviced as per the terms and conditions of the contract and also with your proposal for extension of contract if any, indicating the service contract number and date for our consideration.

10. Fall clause

The rate offered by you and accepted by us in this service contract shall be the lower rate similar / identical nature of work. In the event of your having rendered same / identical service at a rate lower than the rate stipulated in this contract at any time during the currency of the contract, it shall be brought to the notice of the undersigned immediately and that such reduced rate alone shall be applicable for this contract from the date on which the reduced rate has become effective to others

11. Other terms

11.1 Changes or upgradation in machine features may result in an adjustment of specified maintenance charges and shall be payable before the specific warranty period allowed for these changes or upgradation. These changes or upgradation will be automatically covered under this agreement.

11.2 The customer will provide full and free access to the machine to provide service thereon.