



GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH
KALPAKKAM - 603102

Tender Document

[Additional Terms & Conditions (ATC)]

For

**ASSISTANCE IN PRODUCTION OF NITROGEN AND
MATERIAL MOVEMENT IN FBTR**

Tender No: IGC/TS/MISC/2024/15444

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Government of India
Department of Atomic Energy
Indira Gandhi Centre For Atomic research
Reactor Facilities Group
Reactor Operation Division
Kalpakkam – 603 102

August, 8, 2025

I. NIT Details:

1.1. Online Percentage rate tender [Facility Management Service (Lump sum based)], in TWO parts are invited for and on behalf of the President of India by **The Chief Engineer and the Director, RFG, IGCAR, Kalpakkam, Chengalpattu District, Tamil Nadu – 603 102**, from agencies who have experience in providing similar services (as specified in para. 1.2(a) of this NIT) and are meeting the conditions as stipulated in this NIT, as per the details given below:

Tender No.IGC/TS/MISC/2024/15444

i) <i>Name of work</i>	Assistance in production of Nitrogen and Material movement in FBTR.
ii) <i>Estimated Cost</i>	RS 35,39,037.00 (Including GST)
iii) <i>Time allowed</i>	2 Years. The contract may be extended for a further period of three months or part thereof on mutual consent.
iv) <i>Earnest Money Deposit</i>	<p>RUPEES 70,781.00 (Rupees Seventy thousand seven hundred and eighty one only in the form of Deposit at Call receipt or Demand Draft / Bankers Cheque/ FDR drawn in favour of PAY & 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.</p> <p>“Micro and small enterprises (MSE’s) registered under MSME and Service providers exempted from furnishing EMD as per GeM GTC” are exempted from submitting EMD. Under MSME category, only Service providers for Services are eligible for EMD exemption. Manufacturers for goods and Traders as Major Activity are excluded from the purview of this EMD exemption.’</p> <p>However they are required to furnish the MSME certificate/ concerned proof of certification instead of EMD at GeM Portal.</p>
v) <i>Cost of tender document</i>	NIL
vi) <i>Tender processing fee</i>	As applicable

vii) Security Deposit	2.5 % of tendered value
viii) Performance Guarantee	3 % of tendered value
ix) Dates of availability of Tender Documents for view, download and submit	<p>From 21/08/2025 (10:00 Hours) to 04/09/2025 (15:00 Hours)</p> <p>To Download – please visit GeM website on: https://gem.gov.in</p> <p>Detailed NIT is also available on website www.igcar.gov.in for view only.</p>
<p><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> Detailed NIT is also available on website www.igcar.gov.in for view only.</i></p>	
x) 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.
xi) Purchase of tender Documents in Excel Format for participation in tendering.	<p>Login in the Home page of the website https://gem.gov.in with your User ID & Password.</p> <p>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.</p> <p>Please refer Help Manual for submission of Tender / contact Help Desk at https://gem.gov.in/contactUs for any queries.</p>
xii) Last date & Time of pre bid clarification if any, sent by bidder	<p>The bidders are requested to send their Pre-bid clarifications / queries by not later than 15:00 Hours on 02/09/2025 to Mail id – tmani@igcar.gov.in/sethu@igcar.gov.in (Phone No. 44-27480500 – Extn: 26392, 26301, 26182)</p>
xiii) Last date and time of closing of online submission of tenders (Bid end date):	04/09/2025 (15:00 Hours)

<p>v) Last date for submission of Original DD/BC/PO/DR for EMD.</p>	<p>02/09/2025 (15:00 Hours), (excluding Saturday, Sunday and holidays) at The office of the Director, RFG, IGCAR, KALPAKKAM 603102, Chengalpattu District. (Contact Phone No. 044-27480500 Extn: 26392/26301/26182). The tenderer shall be required to submit the Earnest Money in a sealed envelope marked 'Earnest Money.'</p> <p>Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name IGCAR Tender number & Name of work in a cover without fail.</p> <p>However, documents sent by post or courier will also be considered provided the same is received within due date & time and postal details shall be sent to Mail id tmani@igcar.gov.in, sethu@igcar.gov.in</p> <p>If a tenderer fails to submit original DD/BC/ PO/DR/ Insurance Surety Bond within the prescribed period as mentioned above, those tender will be summarily rejected.</p>
<p>xv) Date and Time of online opening of Part-I (Technical Bid)</p>	<p>04/09/2025 (15:30 Hours), at The office of the Director, RFG, IGCAR, KALPAKKAM 603102, Chengalpattu District.</p>
<p>xvi) Period of verification of credentials for evaluation.</p>	<p>08/09/2025 to 12/09/2025 (excluding Saturday, Sunday and holidays)</p> <p>Note: Original documents substantiating the eligibility criteria all mentioned should be produced for verification during the above period. If the tenderers fail to submit original credentials for verification, within the prescribed period as mentioned above those tenders will be summarily rejected. For outstation bidders who have difficulty in appearing in person original notary certified documents can be submitted by registered post.</p>
<p>xvii) Evaluation of Part-I (Technical bid)</p>	<p>Part-I evaluation for qualifying the bidders will be done based on credentials submitted by the bidder for opening Part-II (Financial bid). Inspection of eligible works will be carried out by an Engineering Team of Technical Evaluation Committee, if necessary.</p>
<p>xviii) Bid offer validity</p>	<p>120 Days from bid submission closing date</p>
<p>xix) Opening of Financial Bids of qualified bidders</p>	<p>Bidder shall check on GeM after Evaluation of Part-I Technical bid.</p>

xx) Financial Bid/ Price Breakup	<p>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.</p> <p>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.</p>
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Note: Corrigendum/ Addendum/ Amendments if any shall be hosted on DAE/ 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.

(a) Similar Works:-

The bidder must have experience of successfully executed/completed similar services over 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% of the estimated cost, **[or]**
- 2) Two similar completed services costing not less than the amount equal to 50% of the estimated cost, **[or]**
- 3) One similar completed service costing not less than the amount equal to 80% of the estimated cost,

Name and address of the firm to whom the services were provided indicating the duration of service and work completion certificate shall be furnished.

(#) “Similar services’ shall mean “Experience in Operation / Maintenance of Nitrogen plant”.

NOTE – (a):

- (i). Eligible similar nature of work should have been executed in India Only.
- (ii). Works got executed on back to back basis through another contractor will not be treated as eligible works.
- (iii). **In case of the work done under private sector, the completion certificate shall be supported with the copies of Tax Credit Statement (Form 26AS).**
- (iv). The value of executed works shall be brought to current costing level by enhancing the actual value of work **at simple rate of 7% per annum**, calculated from the date of completion to last date of submission of tenders.

(b) Financial Eligibility: -

Average annual financial turnover of the agency during the last three years, ending 31/03/2024, shall be **at least 11 Lakhs (Rupees Eleven Lakhs)**. **Scanned copy of certificate from Chartered Accountant to be uploaded.** Details shall be furnished duly supported by figures in balance sheet/profit & loss account for the last 3 years duly certified by Chartered Accountant as uploaded by the applicant to Income tax department, as per proforma specified in Form – A.

NOTE – (b):

“Micro and small enterprises (MSE’s) registered under MSME and Service providers exempted from furnishing EMD as per GeM GTC” are exempted from submitting EMD. Under MSME category, only Service providers for Services are eligible for EMD exemption. Manufacturers for goods and Traders as Major Activity are excluded from the purview of this EMD exemption.’

(c) 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.

NOTE – (c):

- (a) Bidders debarred for bidding in any of the DAE units are not eligible to participate in the tender.
- (b) 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.
- (c) 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 / Township Premises.
- (d) Joint Ventures (JV) are not permitted;
- (e) Each bidder shall submit only one bid.
- (f) 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.

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) Proof of experience in similar services as asked in para. 1.2. (a);
- (h) Proof of Average annual financial turnover as asked in para. 1.2. (b);

- (i) Audited financial statements including copies of the Profit and Loss (P/L) statements along with Balance Sheet for the last three years, 2021-2022, 2022-2023 and 2023-2024.
- (j) Bank Account details;
- (k) Authority to seek references from the bidder's bankers;
- (l) 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.
- (m) Declaration by the bidder, Checklist and Undertakings.
- (n) Micro or Small Enterprise certificate in case of MSE.
- (o) Employees Provident Fund Organization (EPFO) and Employees State Insurance Corporation (ESIC) Certificates of Registration.

III. **Additional instructions to bidders:**

- 1.4. **RFG, IGCAR DAE, Kalpakkam** is located 85kms 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. Short listing 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/DAE. The department reserves the right to verify the particulars furnished by the applicant independently.
- 1.9. 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.

- 1.10. In addition to the above, the successful tenderer is required to remit security deposit amounting to 2.5% of the tendered value which shall be deducted at 2.5% of the gross amount of the bill from each running bill, till total security

deposit is recovered. EMD deposited along with bid will be returned after receiving Performance Guarantee.

- 1.11. Tender will be kept valid for **120 (One hundred and Twenty)** days from the last date of closing of online submission of tender.
- 1.12. No modifications in the tender shall be allowed after opening Part –I bid.
- 1.13. After opening of Part-I (Technical Bid) of tender, **The Chief Engineer and The Director RFG, IGCAR, Kalpakkam** may constitute a Technical Evaluation Committee which will first verify the online credentials submitted by the bidder with respect to their eligibility for the work. Short listing of bidders shall be subject to thorough verification of bidder's credentials and inspection, if any carried out. The Part-II (Financial Bid) of the qualified tenderers shall then be opened at notified date and time. Date of opening of Part-II (Financial Bid) will be intimated to all bidders through the GeM Portal website.

Note: During technical evaluation, missing documents if any, can be asked by committee for submission.

- 1.14. The EMDs of the unsuccessful bidders 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. GST, VDA, Bonus and employer's contribution to EPF & ESI as per extant Government orders shall be paid by the contractor which shall be reimbursed on production of documentary evidence.
- 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. Bidders shall not be under a declaration of ineligibility for tender quoting and fraudulent practice.
- 1.19. **If the bidder is submitting the financial bid along with technical bid, such bid will be summarily rejected.**
- 1.20. Bids submitted with any conditions including bids with conditional rebate in price shall be summarily rejected
- 1.21. Information regarding litigation, exclusion orders and expulsion or block entry if any shall be furnished along with the bid.

- 1.22 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 originals shall be submitted during the period of verification of credentials: -

Annexure III – Declaration by the Bidder

Annexure IV – Undertaking by the Bidder

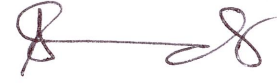
Annexure V – Letter of Transmittal

Annexure VI– Tender Acceptance Letter

Annexure VII – Letter to Bank

Note: During Technical evaluation stage, any missing document if any can be asked for submission

- 1.23 The Chief Engineer & the Director RFG 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.



12/8/2024

The Chief Engineer & the Director RFG
For and on behalf of the President of India

एस. श्रीधर / S. SRIDHAR
उत्कृष्ट वैज्ञानिक एवं निदेशक
Outstanding Scientist & Director
रिएक्टर सुविधा समूह / Reactor Facilities Group
इंसांपअकें, कल्याकम / IGCAR, Kalpakkam-603 102.

Technical Bid

(To be furnished in the Tenderer's letterhead)

NOTICE INVITING TENDER No. IGC/TS/MISC/2024/15444

Sl. No.	Particulars to be furnished	
1.	Name of the Contractor/Proprietor/ Authorized Signatory	
2.	Name and Address of the Organization (including landline no., email ID, Mobile No., Web-site, if any)	
3.	Type of Organization (Proprietary/ Partnership Firm/ Company)	
4.	Registration No. & Year of Registration (upload copy)	
5.	Details of Authorized person to deal with (upload copy of power of attorney, if any)	Name: Designation: E-mail ID: Website: Landline No/Mobile No.:
6.	Business License of the firm issued by Municipal Corporation/State/Central. Govt. Authorities (upload copy)	
7.	Aaadhar No.(upload copy) (for Individual / Proprietary firms)	
8.	Aaadhar and PAN linked Proof(for Individual / Proprietary firms)	Copy uploaded (Yes or No):
9.	Permanent Account No. (PAN) /GIR No. (upload copy)	
10.	GST Registration No. (upload copy)	
11.	Provident Fund Account No. of the firm. (upload copy)	
12.	ESI Registration No. of the firm. (upload copy)	

Sl. No.	Particulars to be furnished				
13.	Copy of duly audited Profit & Loss Account and Balance Sheet for three successive financial years 2021-22, 2022-23 & 2023-24.	Year		Copy uploaded (Yes or No)	
		2021-22			
		2022-23			
		2023-24			
Sl. No.	Particulars to be furnished				
12.	Copy of Income Tax returns for three financial years 2021-22, 2022-23 & 2023-24.	Year		Copy uploaded (Yes or No)	
		2021-22			
		2022-23			
		2023-24			
13.	Details of having completed (i) THREE similar completed services each costing not less than the amount equal to 40% of the estimated cost put to tender; or (ii) TWO similar completed services each costing not less than the amount equal to 50% of the estimated cost put to tender; or (ii) ONE similar completed services costing not less than the amount equal to 80% of the Estimated cost during the preceding seven years ending 31 st March 2024. Contracts completed.				
Sl. No.	Name and address of the establishment	Period of contract		Value of contract	Copy uploaded (Write yes or No)
		From	To		
14.	Details of IGCAR/DAE work orders on hand (upload copies of work orders)				

Sl. No.	Name and address of the establishment	Period of contract		Value of contract	Copy uploaded (Write yes or No)
		From	To		
15.	Particulars of relatives working in IGCAR/DAE				
Sl. No.	Name of the Employee	Designation	Unit		
16.	Any other relevant information				
17.	Details of EMD				
Mode of payment	Name of the Bank Branch	Date & Place of Issue:	Amount		
			In figures	In words	
18.	Details of MSME Certificate / concerned proof of certification availed for EMD Exemption:				

Date:

(Signature of the Bidder, with Official Seal)

FORM 'A' : FINANCIAL INFORMATION

(To be given on Company Letter Head)

I. Financial Analysis - Details to be furnished duly supported by figures in balance sheet for the last three years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (copies to be attached).

Particulars	Financial Year		
	2021-22	2022-23	2023-24
i) Gross Annual turnover on works/Services. Rupees (In Lakhs)			
iii) Certified by			

Name and address of Chartered Accountant	
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II. Financial arrangements for carrying out the proposed work.

Viz. line of credit, Working Capital, Liquid Capital, Fixed Deposits etc. - Upload scanned copy of statement

III. The scanned copies of following certificates are to be uploaded.

Profit & Loss account certified by CA & as submitted to Income Tax Department.

Signature of the Bidder, with Official Seal

Note: Further details if required may be asked from the contractor after opening of the bids. There is no need to upload the entire voluminous balance sheet.

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: Assistance in Production of Nitrogen and Material Movement work in FBTR

NIT No: IGC/TS/MISC/2024/15444

1. 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 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, RFG shall have the right to cancel the tender / work, forfeit the Earnest Money, Performance Guarantee & Security Deposit, take appropriate action as per the prevailing rules in force and RFG 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 General Services Organisation, 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: Assistance in Production of Nitrogen and Material Movement work in FBTR

NIT No: IGC/TS/MISC/2024/15444

I/We hereby give an undertaking that, I/we have read and I/we am/are aware of all the classes 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.

1. 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/RFG 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.
2. 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.
3. 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.
4. I / We have gone through the "Additional Notes" sheet of financial bid/BOQ and submitting tender accordingly.
5. 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.
6. 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.
7. 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.
8. 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.
9. 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.

10. 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.

11. 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, RFG 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)

12. 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 letterhead)

To,

The Director, RFG,
IGCAR, Kalpakkam,
Chengalpattu District.

Sub:

**Name of Work: Assistance in Production of Nitrogen and Material Movement work
in FBTR**
NIT No: IGC/TS/MISC/2024/15444

* * * * *

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 The Director, RFG, 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.

The Director,
RFG, IGCAR, Kalpakkam,
Chengalpattu District.

Sub: Acceptance of Terms & Conditions of Tender.

Name of Work: Assistance in Production of Nitrogen and Material Movement work in FBTR

NIT No: IGC/TS/MISC/2024/15444

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 into 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 hereby declare that our Firm has not been blacklisted /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: Name of Work: Assistance in Production of Nitrogen and Material Movement
work in FBTR
NIT No: IGC/TS/MISC/2024/15444

* * * * *

Sir,

1. I/ We am/are holding account No. _____ in
_____ (Bank Name) _____ (Branch)
since _____. I/We am/are participating in the tendering process for

Name of Work: Assistance in Production of Nitrogen and Material Movement work
in FBTR
NIT No: IGC/TS/MISC/2024/15444

2. I/ We also authorize **The Director, RFG, IGCAR, Kalpakkam** 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.	Copies of GST Registration Certificate, EPF,ESI	
7.	Proof of experience in similar services as asked in para. 1.2. (a) of NIT.	
8.	Proof of Average annual financial turnover as asked in para.1.2.(b) of NIT.	
9.	Bank Accounts details	
10.	Declaration by the bidder, Annexures and Undertakings	
11.	EMD placed in Separate envelope duly super scribed EMD and NIT for Tender Notice No. IGC/TS/MISC/2024/15444 and marked Envelop-I.	
12.	Details of Registered post shall be sent by email to both the mail ids tmani@igcar.gov.in, sethu@igcar.gov.in	

SCOPE OF WORK

- 2 All the work covered under this contract shall be executed as per this technical specification, Schedule of quantities, latest standards, as per the instructions of the site Engineer-in-charge and executed without delay as per the requirement. All the requirement of the works will be entrusted by the Engineer-In-Charge. The work areas are in FBTR, IGCAR plant site.

a) General Notes:

i) The detailed specifications given hereinafter are for the items of works described in the schedule of quantities/financial bid attached herein, and shall be guidance for proper execution of work to the required standards.

ii) It may also be noted that the specifications are of generalized nature and these shall be read in conjunction with the description of item in schedule of quantities and drawings. The work also includes all minor details of operation/ maintenance/ execution/ construction which are obviously and fairly intended and which may not have been referred to in these documents but are essential for the entire completion in accordance with standard Engineering practice.

iii) Unless specifically otherwise mentioned, all the applicable codes and standards published by the Indian Standard Institution and all other standards which may be published by them before the date of receipt of tenders, shall govern in all respects of design, workmanship, quality and properties of materials and methods of testing, method of measurements etc. Wherever any reference to any Indian Standard Specifications occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

iv) In case there is no I.S.I. specification for the particular work, such work shall be carried out in accordance with the instructions in all respects, and requirements of the Engineer-in-Charge. Wherever any reference to any Indian Standard Specification occurs in the documents relating to this contract, the same shall be inclusive of all amendments issued thereto or revisions thereof, if any, up to the date of receipt of tenders.

v) The work shall be carried out in a manner complying in all respects with the requirements of relevant bye-laws of the Municipal Committee/Municipal Corporation/Development Authority/Improvement Trust under the jurisdiction of which the work is to be executed or as directed by the Engineer-in-Charge and, unless otherwise mentioned, nothing extra shall be paid on this account.

vi) Samples of materials proposed to be incorporated in the work shall be submitted by the contractor for approval of the Engineer-in-charge before order for bulk supply is placed.

vii) The contractor shall take instructions from the Engineer-in-Charge regarding collection and stacking of materials in any place.

viii) The contractor shall maintain in perfect condition all works executed till the completion of the entire work awarded to him.

ix) **The Director, RFG** shall be the sole deciding authority as to the meaning, interpretations and implications for various provisions of the specifications and his decision in writing shall be final and binding on all concerned.

x) In case any difference or discrepancy between the specifications and the description in the schedule of quantities, the schedule of quantities shall take precedence. In case of any difference or discrepancy between specifications and drawing, the specifications shall take precedence.

2.22 Description of Service:

2.23 The duties/responsibilities of the Tenderer include, inter-alia, the following:-

- a) Production of High purity nitrogen gas from the PSA plant comprising PSA towers, compressors and other systems
- b) Monitoring and logging of all parameters of the Nitrogen plant and Air compressors shall be done on hourly basis.
- c) Independently carrying out monitoring work of air conditioning and ventilation system equipments as detailed in at various locations of IFSB building in RFG
- d) Recording operating parameters such as pressure, temperature, flow, etc of these equipments in the log books at regular intervals.
- e) Reporting to shift-in-charge any abnormality noticed in the performance of these equipments including breakdowns if any.
- f) Switching on/off any equipment as and when required with the concurrence and guidance of the shift-in-charge.
- g) Carrying out isolation of the equipments for maintenance works and normalization of the equipments whenever required.
- h) Safe Monitoring of the equipments with energy efficient methods adopted.
- i) In no case the persons shall leave the location / work spot without handing over the duties to the reliever.
- j) Maintaining line temperature, pressure in the various systems Flooding system, IFSB AC ventilation systems and taking hourly/two hourly readings.
- k) In the absence of the reliever, it is the duty of the existing shift person to continue the shift with his own means under proper compensation by the contractor.
- l) Filling and dewatering of water, oil, etc., from the service water pits, trenches as and need arises.
- m) Handling and transporting of Argon, Helium, Carbon-di-oxide, Ammonia, cylinders and other gas cylinders etc., from IGCAR stores to FBTR and from FBTR to IGCAR stores & other destinations in inside FBTR complex as per the plant requirements.
- n) Handling and transporting of contaminated lab coat, coverall, shoe cover, etc to CWMF for washing and back to FBTR after washing.

- o) Inventory maintenance and distribution of all area log books; shift engineers log book, and other operational documents as per schedule or as per needs and necessities. Record keeping of all operational documents.
- p) Perform ground maintenance and housekeeping duties as needed .Maintaining the working area neat and tidy.

1. General

This specification covers the technical requirements and the quality of the products. (High purity nitrogen gas) Studying the plant of PSA nitrogen system in RFG. Taking over the responsibility of operation of Nitrogen plant and allied compressor system, as well as compressed air supply and nitrogen supply line networks leading to the various equipments and systems.

Contractor's Scope of work

- a. To produce High purity nitrogen as per the requirement of shift in charge, RFG.
- b. High purity nitrogen quality to be maintained is as per schedule.
- c. System/ equipment parameters to be recorded in the system log sheets in every one hour.
- d. The equipments and panels shall be kept neat and clean.
- e. Any abnormality/ deviation in system/equipment parameter/condition to be promptly reported to shift in charge / shift operator.
- f. The contractor shall make his own arrangement for transportation/shifting of gas cylinders and any other materials as required to the department.

2. Responsibilities of RFG .

- a. Providing all data, documents / manuals and drawings of PSA nitrogen plant, compressor and other accessories of RFG operation as required for carrying out the operation services.
- b. Providing power supply for operating the plant, supply of consumable like oil, grease, cotton waste and any item required for smooth operation and minor day to day maintenance of the plant.
- c. Facilitating major maintenance and major over hauls through expert agencies without interrupting the regular production of nitrogen and participating in them by recording the highlights of each maintenance activity.

3. Other Terms and Conditions

- a. PSA nitrogen generation plant of RFG has to be operated 24 hours a day.
- b. Four skilled operators (i.e. three skilled are in shift at the same time one skilled operator in shift off) are to be engaged for the round the clock shift work shall be a minimum ITI or Diploma qualified or HSC or equivalent and has experience in the field of plant operation. Three Semi Skilled operators with good physical strength for cylinder and material movement work, a minimum qualification of eight standard and one semi skilled operator for log book maintenance and distribution work, a minimum qualification tenth standard is required.
- c. Plant including stand by equipments and service lines has to checked every day and report for urgent action if repair or maintenance are required.

- d. The contract for producing High purity nitrogen is for a period of two years.
 - e. No accommodation, medical facilities or transport will be provided to the contract personnel.
 - f. The contractor shall arrange for the entry passes for the site following the procedures existing at site.
4. The contractor shall ensure deployment of manpower as indicated above on all working days. Penalty will be levied in case of non-supply of labour. Rate of penalty shall be levied as per clause 5.8 special conditions of contract.

Contractor shall provide over-coats, other required protective gears and ID card to their manpower at their cost and no extra payment will be made on account of this. The contractor shall be responsible for transportation of men & materials supplied under this contract.

2.2 Preferred Manpower schedule:

- (a) The successful bidder shall deploy adequate and suitable workers in all the areas under the scope of contract, i.e. Round the clock shift Nitrogen plant operation according to the requirements, Maintaining and logging hourly / two hourly reading of temperatures, pressure and other parameters of various systems including Flooding system, IFSB AC ventilation systems and other ancillary systems. He shall submit the details of the personnel to be deployed to the designated Engineer-In-Charge at RFG, IGCAR Kalpakkam from time to time.
- (b) The contractor shall engage separate qualified operator per shift per day basis as mentioned below:

Item. No.	Manpower category	No of operations per day	Total person per day
01	Skilled	1 operation per shift of 8 hours work(3 shifts per day)	3
02	Semi Skilled	1 operation per day	4

- (c) The contractor shall engage each one skilled operator in every shift of three shifts per day on round the clock operation basis including all Saturdays, Sundays, and holidays and four operators in general shift excluding Saturdays, Sundays and holidays. If required by the department they need to come on Saturdays, Sundays or holidays as when need arises.
- (d) The contractor shall ensure deployment of manpower as indicated on above. Penalty will be levied in case of non-supply of labour. Rate of penalty shall be levied as per clause 5.8 special conditions of contract.

2.3 Period of contract:

- (a) The contract will be for a period of two years from the date from which the contract is made effective.
- (b) The contract may be extended for a further period of three month or part thereof on mutual consent. Such extension of contract shall be on the same terms and conditions. In case the contractor is not willing to extend the validity of the contract beyond a period of one year, the contractor shall give three months' notice prior to expiry of the contract period.

2.4 Duties, responsibilities and contractual obligations of the contractor:

- (a) The Contractor shall provide the services described in Clause 2.1 in accordance with the preferred manpower schedule given in clause 2.2.
- (b) The contractor shall submit the complete list of manpower / operators along with their testimonials for qualification before starting the work. During the contract period, if there are any changes to the given manpower/ operators list, the contractor shall inform the Engineer-in-charge.
- (c) The contractor shall engage adequate manpower. (i.e.) Skilled, Semi-skilled & qualified person to be posted for carrying out the work without any delay
- (d) The operators shall follow the shift schedule and timing in an department approved manner.
- (e) The operator shall be available in the work area in his entire shift otherwise it will be treated as absent.
- (f) The operator shall wear proper uniform, ID cards (approved by IGCAR), and shoes during the duty hours.
- (g) Any shift change/ leave shall be intimated by the operator, they shall get the prior approval from the engineer or his authorized representative through the respective format.
- (h) Operator shall be available for all the system & all shifts without fail, if found absent, payment will not be paid for the respective shift/ system.
- (i) The Operator/ contract personnel are requested to talk politely, gently in soft tones to the other department personal & residents of DAE Township.
- (j) The contractor shall follow the rules and regulations stipulated by the competent authorities. Wages for the workers shall be paid as per time schedule and shall not be less than the minimum wages fixed by the labour commissioner / authorities (applicable to DAE projects). All records as per labour rules shall be maintained.
- (k) The work shall be carried out strictly in accordance with the terms, conditions and specifications in the best workmanship manner as specified in the tender document. You shall employ and maintain qualified staff on the job at all times.
- (l) The work shall be carried out by you in close co-ordination with other department engineers who may be working in the same premises as well as in the vicinity of your work. In this regard, Head ROD/RFG is Engineer-In- Charge for this work and the decision of the head ROD/RFG shall be final and binding for any dispute.
- (m) The Contractor shall daily report along with Minimum labours aged more than 18 years with relevant qualifications as per the conditions, among them, and shall
- (n) be able to handle minimum tools to attend the maintenance/repair as on when required.

- (o) The Contractor shall arrange for all the safety wears for the labours for the safe and satisfactory execution of the work.
- (p) The Contractor shall follow all the rules and regulations as laid down by the security force plant inside during the execution of the work. The contractor shall take care of the safety of labours at their own risk.
- (q) The contractor shall keep the department tools, equipment and work places neat and clean.
- (r) The contractor shall be held responsible for any damage due to improper handling of department equipment and machineries for this work. In case of any damage, the contractor has to repair/replace the same at his own cost, as directed by Engineer-in-charge.
- (s) The Contractor has to attend the emergency complaints beyond the working hours/holidays if required and called by Engineer-in-charge/Engineer or his authorized person.
- (t) The Contractor or his authorized representative shall report to the Engineer-In-Charge, Head ROD/RFG about the labour attendance and work progress in time.
- (u) The Contractor has to provide stitched uniform, safety shoes, bicycle, torch light, entry permit pass and other required safety materials to the operators engaged in this contract work within 30 days from the date of issuing of work order.
- (v) The contractor has to provide and ensure biometrics attendance system to record the daily presence of the workers. The contractor shall submit the material evidence without fail against the attendance for all the employee's engaged for this work before 7th of every month.
- (w) The contractor shall install the required number of biometric equipment, installing it in approved locations as directed by the Engineer-in-charge..
- (x) The contractor shall allow access permission of the Bio-metric equipment to the concerned Engineer-in-charge or his authorized person.
- (y) The Bio-metric equipment shall be used for the particulars of the worker engaged for this work only.
- (z) The required power supply for the Bio-metric equipment will be provided by the department.
- (aa) The operators shall follow the instructions given by the department to register their attendance in the biometric equipment.
- (bb) The contractor shall provide and maintain the required number of registers, and record the day to day activities.

- (cc) No accommodation shall be provided by Department to contractor or his employee.
- (dd) The contractor has to obtain necessary identity proof/ work permit card as required by Department.
- (ee) The contractor shall take full responsibilities on the character and qualities of the workers/ employees engaged by them.
- (ff) The contract staffs should report to duty 5 minutes early to the shift timings for proper relieving of earlier shift operator.

(gg) Minimum Qualifications /Requirements:

The contractor should ensure and engage skilled operator with necessary proofs of their qualification acquired minimum ITI or Diploma or HSC/equivalent and for Semi Skilled operator for cylinder and material movement work, a minimum qualification of eight standard with good physical health and for other works mentioned in NIT say log book maintenance and distribution work , a minimum of tenth standard. They shall have sufficient knowledge to understand the basic principles relevant to nitrogen plant operation and other works mentioned in the NIT. The person employed for this work shall be certified by the Engineer-in-charge.

Note : Candidate will be interviewed by the technical experts/ Engineer-in-Charge for the above mentioned work.

- (hh) 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 during any shift. All the employees of this contract shall be in duty with proper PPE with ID card and with full discipline during the shift timings. Failing which strict action will be initiated to ensure the discipline of the work spot.
- (ii) As per the instructions of the EIC, if required, the contractor shall either increase or decrease the number of operators in any of the shifts on any day without changing the total number of operators per day.
- (jj) 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.
- (kk) 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.

- (ll) The contractor shall submit the material evidence (e.g Bank Book or equivalent department approved evidence) every month against the payment of salary for all the employee's engaged for this work.
- (mm) 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.
- (nn) The contractor shall submit the required documents of attendance, EPF & ESI etc., for the employee's engaged in this work periodically or as requested by the EIC.
- (oo) Periodically, payment will be made for actual executed quantities of work.
- (pp) 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.
- (qq) In case any difference or discrepancy between the specifications and the description in the schedule of quantities, the schedule of quantities shall take precedence.
- (rr) The contractor shall ensure that all the personnel are selected after due verification of antecedents from police authority and shall furnish Police verification certificate in original to the Engineer-in-charge, within a month of award of contract. The Police verification must be carried out by the Police under the Police Station area where the persons deployed by the contractor were continuously staying for the last two years or more.
- (ss) The contractor shall alone be fully responsible for safety, security and insurance or life insurance of the personnel engaged by him. The RFG 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.
- (tt) 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.
- (uu) 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.
- (vv) The Tenderer shall make his own arrangements for transport, accommodation, medical facilities, schooling and such other facilities for his/her employees and their families
- (ww) 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

- (xx) non-compliance with the provisions of any such law, the RFG/IGCAR is called upon to make any payment to or in respect of his employees, the Tenderer shall fully reimburse to the RFG/IGCAR all such payments and the shall be free to make deductions on this account from the amount of security deposit/ Performance guarantee in such case
- (yy) 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
- (zz) The Tenderer shall comply with the instructions which may be issued to him by the Competent Authority from time to time
- (aaa) In the event of the Tenderer committing breach of any of the terms and conditions herein contained without prejudice to any other rights and remedies open to the RFG/IGCAR, the RFG/IGCAR shall be at liberty to terminate the contract forthwith ; and / or to forfeit the amount of Performance Guarantee and security deposit or any part thereof.
- (bbb) No documents shall be allowed to be taken or transmitted outside the RFG/IGCAR premises, in any manner whatsoever. No employee of Service Provider shall share any documents or information relating to it to any outside unauthorized person. Violation will render immediate termination of contract and no payments will be made to the Service Provider along with forfeiture of Performance Security. Service Provider shall be wholly responsible in case of failure and will be liable to be prosecuted under the jurisdiction of the local court.

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3 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 the Director, RFG 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 RFG .
- (f) The Technical-cum-Financial Bid of the tender should be valid for a minimum period of 120 days from the date of submission 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 the Director, RFG.

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.
- (d) That the bid does not contain any rectification that would affect unfairly the competitive position of other bidders.

3.6 **Evaluation of Bids:**

Estimated Cost of tender: The estimated amount of tender (as given below) is the sum of minimum wages for the contract workers during contract period including GST. The estimated amount is exclusive of EPF, ESI and bonus:

Item No	Description of item	Qty	Rate Rs. P.	Unit	Amount Rs. P.
1	One operation: Round the clock shift production of nitrogen gas from PSA based nitrogen plants including the operation of compressors for producing compressed air required for the plant, Maintaining temperature ,pressure in various systems Flooding system,AC ventilation system of IFSB ,and other associated works as directed by the Officer-In-Charge.8 hours per shift . Three shift per day including all Saturdays, Sundays, and holidays Refer tender document for further details. [Total No. of operation = 3 skilled person per day x 365 Days x 2 years = 2190 operations	2190	Operation	760.00	16,64,400.00
2	One operation: Handling and transporting of cylinders, materials from and to stores, Handling of cylinders within FBTR. . Handling of fresh and used radioactive /contaminated shoe cover, gloves, cover all, Lab coat etc., and transporting to CWMF and back to FBTR. Maintenance and distribution of all area log books, Shift engineers log book and associated documents and other associated works as directed by the Officer-In-Charge. 8 hours per day excluding half hour lunch hour. 4 semi skilled worker per day.[Total No. of operation = 4 semi skilled person per day x 22 Days per month x12 months x 2 years = 2112 operations	2112	Operation	632.00	13,34,748.00
Sub Total (A)					29,99,184.00
Add GST @ 18%					5,39,853.12
Estimate Cost (NIT Value)(Round off)					35,39,037.00

The tenderer shall quote as per the format given in **Part II Financial Bid of GeM Bid Document.**

3.7 Award of Contract:

- 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,with in a period of fifteen days from the date of issue of Letter of Intent.
- Upon receipt of Performance guarantee a work order will be issued to the successful bidder to commence the service within a period of fifteen days from the date of issue of Work order.

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 and
 - (b) Service Level Agreement (SLA) on GeMportal for Facility Management Service – Lumpsum based.
- 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 70781/- (Rupees Seventy Thousand seven hundred and eighty one only)**. EMD shall be submitted by way of Demand Draft, PO, FDR or Banker's Cheque in favour of Pay &Accounts Officer, RFG. 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) **"Micro and small enterprises (MSE's) registered under MSME and Service providers exempted from furnishing EMD as per GeM GTC" are exempted from submitting EMD. Under MSME category, only Service providers for Services are eligible for EMD exemption. Manufacturers for goods and Traders as Major Activity are excluded from the purview of this EMD 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, Kalpakkam
 - Or
 - ii) Fixed Deposit Receipt (FDR) of State Bank of India/Scheduled Bank pledged in favour of Pay & Accounts Officer, IGCAR, Kalpakkam
 - 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.

5.3 Security Deposit:

- (a) In addition to above, the successful tenderer is required to remit Security Deposit amount of 2.5% of the tendered value which shall be deducted at 2.5% of the gross amount of each bill, till total Security deposit is recovered.
- (b) The Security Deposit 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.

- (c) The entire Security Deposit shall be refunded after completion of contractor's performance obligation under the contract. No Interest is payable on the Security Deposit.

5.4 Rates and Charges:

- (a) The tenderer shall quote only service charges as a percentage rate on the total estimated amount and it shall remain fixed throughout the contract period including period of extension, if any.
- (b) Service Charges quoted as a Percentage of Estimated Cost is to be in whole nos. with two decimal points.
- (c) If a tenderer quotes NIL or less than 3.85 percentage as Service Charges on estimated cost calculated for the purpose of Notice Inviting Tender or if the service charges quoted/offered in the bid is ambiguous such tender shall be treated as invalid/a bid with "NIL" charges/consideration, unresponsive and will not be considered.
- (d) Payment of Service Charge to the Contractor shall be only on the Minimum wages as notified by Chief Labour Commissioner (Central), New Delhi from time to time. GST, EPF, ESI, bonus, VDA etc., shall not be taken into account for the purpose of payment of service charges.
- (e) The percentage rate of service charges quoted by the tenderer shall be deemed to include all incidental expenses and administrative charges incurred by him towards overhead/ uniform, realizing payment of taxes, GST, EPF, ESI and all other payment to various statutory authorities related to execution of this contract, such other and charges for any minor details/items of work which are obviously and fairly intended and which may have not been included in these documents but which are essential for the execution and entire completion of the work.
- (f) Any enhancement/escalation due to revision in wages / VDA and statutory payments like GST, ESI /EPF/Bonus etc., shall only be reimbursed to the contractor subject to production of proof of payment. **No claim for enhancement of the rate of quoted percentage will be entertained.**
- (g) 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 - the Director, RFG. 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.

- 5.5 Validity period of rate:** The service charges quoted as a percentage rate on the total estimated amount should be firm and it shall remain fixed throughout the contract period including period of extension, if any.

5.6 Price escalation

- (a) The prevailing rates of minimum wages are given in Para. 5.10.
- (b) During the period of contract, as and when the minimum wages for Central Government are revised by the Chief Labour Commissioner, then the rates payable for each category of manpower shall be revised to the new minimum wages. The contractor shall be liable to pay the revised minimum wages to the laborers from the date the new minimum wages becomes effective and produce proof of payment of revised minimum wages along with the monthly bill for reimbursement.
- (c) Any extension of contract for a further period of three months or part thereof on mutual consent shall be on the same terms and conditions. In case the contractor is not willing to extend the validity of the contract beyond a period of one year, the contractor shall give three months' notice prior to expiry of the contract period.

5.7 Quality of work: Head ROD/RFG is designated as Engineer-in-charge for this work , RFG 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.

5.8 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 Service Level Agreement (SLA) for Facility Management Service (Lump sum based) of GeM.
- (b) Competent Authority's decision in this regard shall be final and binding on the Contractor.

5.9 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.

5.10 Payment of wages

- (a) The contractor 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 28.03.2025 w.e.f. 01.04.2025 for the Schedule Employment "Construction or Maintenance of Roads or Run ways or in Building Operations" is tabulated below:-

Category of worker	Rates of Minimum wages w.e.f. 01-04-2025 (Zone-C)
Skilled	760
Semi skilled	632

- (b) It is open to the contractor to pay wages more than the prescribed minimum to the labours employed but payment of charges towards cost of labour by RFG to the contractor at the time of monthly bill will be restricted to the prevailing minimum wages i.e. to the statutory minimum even if the labour is paid higher than minimum wage by the contractor.
- (a) Contractor shall pay wages to his employees within 07 days of completion of each month. The payment of wages to the workers by the contractor should not be stopped or linked to the clearance or passing of monthly bills submitted for this work.
- (b) Contractor 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 contractor regarding non-payment of wages, necessary recovery will be made from the amount due to the contractor and payment made to the labourer, without prejudice to action for termination of the contract without any notice/ clarification.

5.11 Terms of Payment

- (a) The monthly bill of the contractor should be annexed with daily attendance sheet and proof of remitted wages to bank maintained by the Contractor and endorsed by Engineer-in-charge/Authorized representative. Payment towards executed items and claim towards employer's contribution to ESI, employer's contribution to EPF and Bonus (if any) will be paid only on production of proof of payment. Reimbursement of GST will be paid on production of Payment receipt/ Invoice. It is the sole responsibility of the contractor to ensure compliance.

- (b) The Contractor will raise an invoice in duplicate on monthly 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.

Name of Work: Assistance in Production of Nitrogen and Material Movement work in FBTR

NIT No: IGC/TS/MISC/2024/15444

Monthly bill 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 Item 1 & 2 (Cost of Service- Proof of payment of current monthly wages to be attached)	
2.	Service charges @____% quoted value(on item 1&2 above)	
3.	EPF/ESI paid (proof of payment for the previous month to be attached)	
4.	VDA Reimbursement (proof of payment to be attached)	
5.	GST @18% (on SL No 1, 2, of above)	
Total		

Signature of the Contractor
Name and seal

- (c) The contractor shall submit following documents with bill:

- (i). Details of Staff engaged in the following format:

Statement of contract laborers engaged for Assistance in Production of Nitrogen and Material Movement work in FBTR 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 Registration Number	ESI Registration Number

Signature of the Contractor

Signature of Authorized Representative

Name and seal

Name:

Designation:

(ii). Attendance sheet in the following format duly signed by RFG representative:

Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	-
	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Name of labourer																

Signature of the Contractor

Signature of Authorized Representative

Name and seal

Name:

Designation:

(iii). Statement of payment of wages for the month of _____

Sl. No.	Name of the contract labourer	Details of Bank Account with A/c No., Name of the Bank and IFSC Code	No. of days present	Wages paid	EPF paid	ESI paid	Total wages

Signature of the Contractor

Signature of Authorized Representative

Name and seal

Name:

Designation:

- (d) 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.
- (e) Payment of wages towards cost of labour by RFG to the contractor at the time of monthly bill will be restricted to the prevailing minimum wages i.e. to the statutory minimum even if the labour is paid higher than minimum wage by the contractor.

- (f) Payment towards employer's contribution to ESI/ EPF, bonus will be reimbursed only on submission of documentary proof of payment and payment of GST will be reimbursed on production of Payment receipt/ Invoice. Employer's Contribution of all components of EPF such as EPF (Employees' Provident Fund), EPS (Employee Pension Scheme) and EDLIS (Employees Deposit Linked Insurance Scheme) will be reimbursed to contractor on submission of documentary proof (from EPF and ESI authorities).
- (g) Payment towards cost of consumable material will be based on actual quantity of material supplied multiplied by Unit Rate indicated in Item 3 of Part II Financial Bid.
- (h) Reimbursement of employer's contribution towards ESI/EPF and bonus shall be calculated on the basis of actual number of employees deployed which is invariable to the number of manpower specified in the schedule considering the labours deployed on weekly day of rest. Reimbursement shall be paid to contractor by the Engineer-in-charge on satisfying himself that the contractor has actually and genuinely paid for this work.
- (i) The wages for workers shall be paid before 7th of every month without fail through their respective Bank Accounts under intimation to the Engineer-in-charge. The payment of wages to the workers by the contractor should not be stopped or linked to the clearance or passing of monthly bills submitted for this work.
- (j) The amount of service charge will be calculated at quoted percentage rate on total sum of cost of actual executed service operations engaged.
- (k) The amount of service charge will be calculated at quoted percentage rate on total sum of cost of actual executed service operations engaged (Item No. 1 & 2), cost of actual consumable materials supplied (Item No. 3) and Cost of additional labour if engaged.
- (l) In case of any dispute, **Director, RFG IGCAR**, reserves the sole right to decide the rate of payment to the party.

5.12 Indemnification of Government

- (a) The Tenderer shall be bound to bear all the expense of defense of every suit, action or other proceedings 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.

5.13 Confidentiality:

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

5.14 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 and Security Deposit without prejudice to any other right or remedy that the Department may have against the Contractor.

5.15 Non-Performance of Contract

In case of termination of the Contract by the Government due to non-execution of work/under performance or withdrawal of service by the contractor without giving a notice period of three months in advance, Performance Guarantee, Security Deposit as well as pending dues shall be forfeited and the defaulter Contractor will be black listed for a period which competent authority may deem fit.

5.16 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 The Director, RFG 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, RFG 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, RFG 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, RFG 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, RFG 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.

5.17 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.

5.18 ForceMajeure:As per GeM GTC

5.19 ContractAgreement:

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.

5.20 Canvassing:

- (a) Canvassing eitherdirectly or indirectly, in connection with the Tenders is strictly prohibited.
- (b) Tenders submitted by the Contractors who resort to canvassing will be liable to rejection.
- (c) Any act on the part of the Tenderer to influence any person in the Department is liable for rejection of his Tender.

5.21 If relative working in IGCAR/ General Service Organisation (GSO) then the contractor not allowed to tender

- (a) The contractor shall not be permitted to tender for works in IGCAR/ General Service Organization (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/GSO.
- (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/GSO 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.

5.22 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 RFG.
- (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 RFG/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. RFG shall, in no way, be responsible for settlement of such issues whatsoever. RFG 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 there under.
- (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

- (n) 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.
 - (o) 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.
 - (p) 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.
 - (q) 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.
 - (r) 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.
- 5.23 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.
- 5.24 The Contractor shall not Sub-Contract full or part of the work order without written consent of the Director, RFG IGCAR/ Competent Authority.
- 5.25 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, RFG IGCAR / Competent Authority will be final and binding on the Contractor.
- 5.26 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.
- 5.27 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.

- 5.28 The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- 5.29 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.
- 5.30 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.
- 5.31 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 RFG from any claim and damages for entire period of contract.
- 5.32 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.
- 5.33 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.
- 5.34 The Government will not provide any quarters or land for the accommodation of the Contractor personnel.
- 5.35 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.
- 5.36 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.
- 5.37 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.

Financial Bid for view only

(Note: The tenderer shall quote as per the format given in **Part II Financial Bid of GeM Bid Document.**)

Name of work: Assistance in Production of Nitrogen and Material Movement work in FBTR

Tender No. IGC/TS/MISC/2024/15444

Name of Contractor					
Financial Bid					
Instructions: 1) Bidders are requested to note that, they should necessarily submit their financial bid(price breakup) in this format only and no other format is acceptable. This format should not be modified/replaced by the bidder. Please download this file , fill only Yellow cells, take printout, affix seal & sign, scan as PDF and upload, else the bidder is liable to be rejected for this tender. 2) Bidders are allowed to enter the Bidder Name and service charge percentage only. 3) Please refer Important note annexed herewith before quoting the Service Charge.					
Item No.	Item Description	Quantity	Unit	Estimated Rate Rs. P	Total Amount Rs. P
1	One operation: Round the clock shift production of nitrogen gas from PSA based nitrogen plants including the operation of compressors for producing compressed air required for the plant, Maintaining temperature ,pressure in various systems Flooding system,AC ventilation system of IFSB ,and other associated works as directed by the Officer-In-Charge.8 hours per shift . Three shift per day including all Saturdays, Sundays, and holidays Refer tender document for further details. [Total No. of operation = 3 skilled person per day x 365 Days x 2 years = 2190 operations	2190	Operation	760.00	16,64,400.00
2	One operation: Handling and transporting of cylinders, materials from and to stores, Handling of cylinders within FBTR. . Handling of fresh and used radioactive /contaminated shoe cover, gloves, cover all, Lab coat etc., and transporting to CWMF and back to FBTR. Maintenance and distribution of all area log books, Shift engineers log book and associated documents and other associated works as directed by the Officer-In-Charge. 8 hours per day excluding half hour lunch hour. 4 semi skilled worker per day.[Total No. of operation = 4 semi skilled person per day x 22 Days per month x12 months x 2 years = 2112 operations	2112	Operation	632.00	13,34,748.00

Sub Total (A)		29,99,184.00
Service Charge (B = A x SC%) Excess (+)		% -
GST @ 18% [C = (A + B) x 18%]		-
Total Value (D = A + B +C)		-
Total Contract Value (D = A + B +C)*		-
*Bidder should quote the same amount calculated above as "Offer Price" on GeM Portal. If there is difference between quoted lump sum amount as offer price on GeM and this calculated price breakup (above Total contract value), the bid will be summarily rejected.		

Important Note:

- The service charge above quoted in percentage by the contractor shall take into account cost of contractor's Administrative charge, contractor's overhead charge, contractor's profit and financial charges being incurred by the contractor to carry out business etc.
- The minimum Service Charges has been fixed as **3.85%** and the tenderer shall quote equal to or more than minimum charges of 3.85%. If a tenderer quotes **below** the minimum fixed percentage **3.85%**, the Total Contract Value / Quoted Final Lumpsum amount **below** Rs 3675290.00, such tender shall be treated as invalid. Also it is mandatory to fill the column meant for quoting percentage rate. If this column is left blank the tender become invalid.
- The bidder shall quote only Service Charge in percentage rate (in figures only without including any special character such as %, etc.,) above the estimated cost taking into account of various above mentioned cost in Note 1 and 2. The decimal point of percentage quoted shall be only up to two decimal points. Up to two decimal point of percentage quoted only will be considered for evaluation of the bid and for the billing purpose.
- Bid is liable for rejection if:-**
 - The contractor quotes service charge percentage less than 3.85 on the total amount of tender.
 - The contractor does not quote service charge, i.e. leaves the column blank
 - The quote is in Amount/Rupee only, instead of percentage.
 - If any special character (such as %, □ ,etc.,)is added with the quoted value
 - If there is difference between quoted lump sum amount and the pricebreakup. Bidder should quote the same amount arrived in price breakup.**
- In case the lowest tendered amount (estimated cost + amount worked on the basis of quoted percentage above on estimated cost of tender) of two or more bidders are same. If the multiple L1 bidders have quoted the lowest allowed price or have quoted lowest tendered amount, then lowest bidders for placement of contract will be by selection of bidder amongst the L1 bidder through a Random Algorithm executed by GeM system
- Payment by RFG/IGCAR for one operation will be based on prevailing minimum wages and attendance of the contract workers hence the bidder need not quote for Manpower.
- Reimbursement of employer's contribution of EPF, employer's contribution of ESI, VDA and bonus will be made by RFG on submission of documentary proof (from EPF and ESI authorities as well as documentary proof of payment of VDA & bonus to the contract workers) and reimbursement of GST will be made by RFG on submission of Payment

receipt/ Invoice.

8. The Service Provider shall pay the GST and the price quoted is inclusive.
9. Income Tax, TDS as applicable will be deducted from the bill and it will not be reimbursable.

Date:

Place:

(Signature of Contractor)

Name of Contractor with Seal of Firm

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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