



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

# **Tender Document**

## **[Additional Terms & Conditions (ATC)]**

For

**Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group**

**Tender No: IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01**

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## SECTION I

Government of India  
Department of Atomic Energy  
Indira Gandhi Centre for Atomic Research

Kalpakkam – 603 102  
June 03, 2026

### 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 **Director, 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/MMG/MDTG/MMD/FSS/KM/OS/2025/01

i) <i>Name of work</i>	<b>Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group.</b>
ii) <i>Estimated Cost</i>	<b>Rs.47,36,945(Including GST)</b>
iii) <i>Time allowed</i>	<b>24 (Twenty-Four) Months.</b> The contract may be extended for a further period of six months or part thereof on mutual consent.
iv) <i>Earnest Money Deposit</i>	<b>Rs: 94739/- (Rupees Ninety-four thousand seven hundred and thirty-nine only)</b> 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. <b>Cash, Cheque, Bank Guarantee for Earnest Money deposit will not be accepted.</b>  <b>'Micro and small enterprises (MSE's) registered under MSME' and 'GeM GTC categorised EMD exempted service providers' are exempted from EMD. 'Repair, maintenance and installation of machinery and equipment (NIC 33) or Scientific Research and Development (NIC 73) or technical testing and analysis (NIC 71) or other professional, scientific and technical activities (NIC 74)' are exempted from EMD. Traders as Major Activity are excluded from the purview of this exemption.</b>  However they are required to furnish the MSME certificate/ concerned proof of certification instead of EMD at GeM Portal.

v) Cost of tender document	<b>NIL</b>
vi) Tender processing fee	<b>As applicable</b>
vii) Security <i>Deposit</i>	<b>2.5 % of tendered value</b>
viii) Performance <i>Guarantee</i>	<b>3 % of tendered value</b>
ix) Dates of availability of Tender Documents for view, download and submit	<p>From <b>12/06/2026 (10:00 Hours) to 22/06/2026 (14:00 Hours)</b></p> <p>To Download – please visit GeM website on: <a href="https://gem.gov.in">https://gem.gov.in</a></p> <p>Detailed NIT is also available on website <a href="http://www.igcar.gov.in">www.igcar.gov.in</a> for view only.</p>
<p><b><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. Only agencies who have registered in the above mentioned web portal can participate in e-tender. Detailed NIT is also available on website <a href="http://www.igcar.gov.in">www.igcar.gov.in</a> for view only.</i></b></p>	
x) Free viewing of Tender Documents in PDF format.	Search on Website <a href="https://gem.gov.in">https://gem.gov.in</a> 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 <a href="https://gem.gov.in">https://gem.gov.in</a> with your User ID &amp; Password.</p> <p>Click on “<b>Bids</b>” button; then Click on “<b>List of Bids</b>”; Click on “<b>Search</b>” 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 <a href="https://gem.gov.in/contactUs">https://gem.gov.in/contactUs</a> for any queries.</p>
xii) Last date & Time of pre-bid clarification if any, sent by bidder	The bidders are requested to send their Pre-bid clarifications / queries by not later <b>than 14:00 Hours on 19/06/2026 to Mail id – <a href="mailto:durgaprasad@igcar.gov.in">durgaprasad@igcar.gov.in</a> No. 044-27480500 – Extn: 21213)</b>
xiii) Last date and time of closing of online submission of tenders (Bid end date):	<b>22/06/2026 (14:00 Hours)</b>

<p>v) Last date for submission of Original DD/BC/PO/DR for EMD.</p>	<p>at</p> <p><b>The Office of the Director, MMG, IGCAR, Kalpakkam– 603 102, Chengalpattu District. (Contact Phone No. 044-27480500 Extn: 85803/85352).</b> The tenderer shall be required to submit the Earnest Money in a sealed envelope marked '<b>Earnest Money</b>'</p> <p><b>Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name <u>IGCAR</u>, Tender number &amp; Name of work in a cover without fail.</b></p> <p>However, documents sent by post or courier will also be considered provided the same is received within due date &amp; time and postal details shall be sent to <i>Mail ids</i> <a href="mailto:durgaprasad@igcar.gov.in">durgaprasad@igcar.gov.in</a></p> <p><b>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.</b></p>
<p>xv) <i>Date and Time of online opening of Part-I (Technical Bid)</i></p>	<p><b>22/06/2026 (14:30 Hours), at Office of the Director, MMG, IGCAR, Kalpakkam</b></p>
<p>xvi) <i>Period of verification of credentials for evaluation.</i></p>	<p><b>23/06/2026 to 30/06/2026</b> 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) <i>Evaluation of Part-I (Technical bid)</i></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) <i>Bid offer validity</i></p>	<p><i>120 Days from the last date for online submission of tenders</i></p>
<p>xix) <i>Opening of Financial Bids of qualified bidders</i></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 &amp; 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 IGCAR/ GeM websites only. Bidders are requested to visit the website regularly.

## II. Eligibility Criteria:

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

### (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 operating any mechanical testing machines".**

### **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.
- (v). **MSMEs are exempt only from furnishing proof of the value of the work executed. However, they must upload documentary evidence demonstrating the similar nature of the work undertaken. Since the present contract involves handling sophisticated machinery, exemption from providing proof of similar works will NOT be granted.**

**(b) Financial Eligibility: -**

Average annual financial turnover of the agency during the last three years, ending 31/03/2025, shall be **at least `17 Lakhs(Rupees Seventeen 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):**

- (i). Bidders who are Micro or Small Enterprises are exempted from point (b) alone. Documentary proof substantiating MSE shall be submitted along with the bid.**Service providers under MSE category registered as ‘Repair, maintenance and installation of machinery and equipment (NIC 33) or Scientific Research and Development (NIC 73) or technical testing and analysis (NIC 71) or other professional, scientific and technical activities (NIC 74)’ are only eligible for exemption.** Traders as Major Activity are excluded from the purview of this 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-DAE 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, 2022-2023, 2023-2024 and 2024-2025.
- (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. IGCAR-DAE, Kalpakkam is located 85kms away from Chennai. The site is accessible by road from Chennai via Chengalpattu, Thirukazhukundram and also via Mamallapuram by East Coast Road (ECR).
- 1.5. Information and Instructions for tenderers posted on website shall form of tender document.
- 1.6. **Those contractors not registered on the website <https://gem.gov.in>, are required to get registered for e-tendering mode. Registered contractors only can submit / upload tenders.**
- 1.7. Shortlisting of the agencies shall be subject to thorough verification of their

credentials and inspection of services carried out by them.

- 1.8. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in IGCAR. The department reserves the right to verify the particulars furnished by the applicant independently.
- 1.9. Scanned copy of the following duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and the same shall be submitted during the period of technical evaluation:-
  - i. Annexure I – Technical Bid information's
  - ii. Annexure II – Bidder Financial Information's
  - iii. Annexure III – Declaration by the Bidder
  - iv. Annexure IV – Undertaking by the Bidder
  - v. Annexure V – Letter of Transmittal
  - vi. Annexure VI – Tender Acceptance Letter
  - vii. Annexure VII – Letter to Bank

**Note:** The experience certificate should be uploaded under **Experience Criteria** option. UDYAM registration certificate should be uploaded under **Certificate** option, Annexure I to VII should be uploaded in a single file (along with PAN, AADHAR, ESI, PF GST etc. under **Additional Doc-1** option. During technical evaluation, above missing documents if any, can be asked for submission. **Failing to upload the documents will result in disqualification of technical bid.**

- 1.10. In case of successful tenderer, the tenderer is required to deposit an amount equal to 3% of the tendered value of the contract as irrevocable performance guarantee in the form of bank guarantee from any of the scheduled bank or by demand draft from State bank of India or Canara Bank drawn in favour of **Pay & Accounts Officer, IGCAR, Kalpakkam** payable at Kalpakkam within a period of 15 days of issue of letter of intent.  
The letter of award of work (GeM Contract Order) will be issued only after the above said performance guarantee in any one of the prescribed forms is received and accepted failing which the Government shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the earnest money absolutely and suitable action as deemed fit will be initiated against the bidder.
- 1.11. 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.
- 1.12. Tender will be kept valid for **120 (One hundred and Twenty)** days from the last date of closing of online submission of tender.

- 1.13. No modifications in the tender shall be allowed after opening Part –I bid.
- 1.14. After opening of Part-I (Technical Bid) of tender, Director, MMG, IGCAR 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.

- 1.15. The EMDs of the unsuccessful bidders will be returned without any interest only after publishing financial evaluation status of bidders on GeM portal.
- 1.16. 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.**
- 1.17. GST, VDA, Bonus and employer's contribution to EPF& ESIs per extant government orders shall be paid by the contractor which shall be reimbursed on production of documentary evidence.
- 1.18. 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.
- 1.19. Bidders shall not be under a declaration of ineligibility for tender quoting and fraudulent practice.
- 1.20. **If the bidder is submitting the financial bid along with technical bid, such bid will be summarily rejected.**
- 1.21. **Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s). If the received bids having matching/common IP address between Bidder(s) and Buyer, such bids shall be outrightly rejected and shall not be considered for further evaluation. If the received bids having matching/common IP address among the Bidder(s), the buyer reserves the right to seek clarification. If the clarification is not received or not satisfactory, such bids shall be outrightly rejected & shall not be considered for further evaluation.**
- 1.22. Bids submitted with any conditions including bids with conditional rebate in

price shall be summarily rejected.

- 1.23. Information regarding litigation, exclusion orders and expulsion or block entry if any shall be furnished along with the bid.
- 1.24. **Director, MMG, IGCAR** on behalf of President of India does not bind himself to accept the lowest or any other tender and reserves to himself the authority to reject any or all of the tenders or to allot parts of the works to different agencies without assigning any reasons there for. All tenders, in which any of the prescribed conditions is not fulfilled shall be summarily rejected.

  
11.6.2026

  
11/6/26

**Director, MMG, IGCAR**  
For and on behalf of the President of India

**Technical Bid**

(To be furnished in the Tenderer's letterhead)

NOTICE INVITING TENDER No. **IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01**

<b>Sl. No.</b>	<b>Particulars to be furnished</b>	
1.	Name of the Contractor/Proprietor/ Authorized Signatory	
2.	Name and Address of the Organization (including landline no., email ID, Mobile No., Website, 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.:
6.	Business License of the firm issued by Municipal Corporation/State/Central. Govt. Authorities (upload copy)	
7.	Aadhar No.(upload copy) (for Individual / Proprietary firms)	
8.	Aadhar 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)	
<b>Sl. No.</b>	<b>Particulars to be furnished</b>	
13.	Copy of duly audited Profit &	Year Copy uploaded

	Loss Account and Balance Sheet for three successive financial years 2022-23, 2023-24 & 2024-25.			(Yes or No)	
		2022-23			
		2023-24			
		2024-25			
Sl. No.	Particulars to be furnished				
12.	Copy of Income Tax returns for three financial years 2022-23, 2023-24 & 2024-25.	Year		Copy uploaded (Yes or No)	
		2022-23			
		2023-24			
		2024-25			
13.	<p>Details of having completed, over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening):</p> <p>(i) THREE similar services each costing not less than the amount equal to 40% of the estimated cost put to tender; (or)</p> <p>(ii) TWO similar services each costing not less than the amount equal to 50% of the estimated cost put to tender; (or)</p> <p>(iii) ONE similar service costing not less than the amount equal to 80% of the Estimated cost put to tender.</p>				
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 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				
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		
	2022-23	2023-24	2024-25
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
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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: **Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group.**

NIT No. : **IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01**

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 (or) Availled EMD Exemption.
  - e. In case at later stage, it is noticed that there is any difference in my/ our tender documents with the original documents, IGCAR shall have the right to cancel the tender / work, forfeit the Earnest Money, Performance Guarantee & Security Deposit, take appropriate action as per the prevailing rules in force and IGCAR shall not be bound to pay any damages to me / us on this account.
  
2. I/We ..... (Name of the contractor/ agency) hereby declare compliance towards all the labour codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations, and social security and authorise IGCAR, Department of Atomic Energy to recover any payment that arises due to failure to comply with any of the Labour Codes, legislations and statutory conditions or any other acts dealing with minimum wages, bonus, industrial relations and social security etc. and all other acts mentioned in the tender document.

**Date:** .....

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

**UNDERTAKING TO BE SUBMITTED BY THE BIDDER**

(To be given on Company Letter Head)

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

Name of Work: **Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group.**

NIT No. IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01

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 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, IGCAR shall have the absolute right to take any action as deemed fit without any prior intimation to me

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

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,  
MMG, IGCAR, Kalpakkam,  
Chengalpattu District.

Sub: Notice Inviting Tender No. **IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01. For Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group**

\* \* \* \* \*

Sir,

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

OR

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

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Date of submission:

**Enclosures:**

**Date:** .....

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

**TENDERACCEPTANCELETTER**  
(To be given on Company Letter Head)

Date: \_\_\_\_\_

To.

The Director,  
MMG, IGCAR, Kalpakkam,  
Chengalpattu District

***Sub: Acceptance of Terms & Conditions of Tender***

**Tender Reference No: IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01**

Name of Work: **Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group**

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](http://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 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/organizations 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.

Your's faithfully,

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

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

To,

The Manager,

\_\_\_\_\_ (Bank Name)

\_\_\_\_\_ (Branch)

Sub: Notice Inviting Tender No. **Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group**

\* \* \* \* \*

Sir,

1. I/ We am/are holding account No. \_\_\_\_\_ in \_\_\_\_\_ (Bank Name ) \_\_\_\_\_ (Branch) since \_\_\_\_\_. I/We am/are participating in the tendering process for **Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group.**

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

**Date:** .....

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

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

Sr. No.	Particular of the document to be uploaded	'Yes / No'
1.	Copy of certificate of registration	
2.	Copy of the Memorandum of Association of the Company/Corporation (in case of limited company or a corporation)	
3.	Certified copy of the partnership deed (in the case of partnership firm)	
4.	Copy of Power of Attorney	
5.	Copy of PAN& Aadhar	
6.	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. <b>IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01</b> and marked Envelop-I.	
12.	Details of Registered post <b>shall be sent by email to both the mail ids <a href="mailto:durgaprasad@iqcar.gov.in">durgaprasad@iqcar.gov.in</a>.</b>	

**SCOPE OF WORK****2.1 General Scope**

Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group as per below technical specifications.

**a) General Notes:**

All works covered under this contract shall be executed strictly in accordance with the technical specifications described herein, the Schedule of Quantities, relevant codes and standards, and as per the instructions issued from time to time by the Engineer-in-Charge or authorized representatives. The manpower supplied under this contract shall be deployed to support experimental, laboratory, and workshop activities and shall perform the assigned duties efficiently, diligently, and without undue delay.

The scope of work described herein is indicative in nature and includes all incidental, auxiliary, and related activities that are essential for the satisfactory and safe completion of the entrusted works, even if such activities are not explicitly mentioned. The contractor shall ensure that the personnel deployed possess the required skill level, experience, and discipline appropriate to the nature of work assigned to them. All operations shall be carried out in compliance with established laboratory practices, safety norms, and institutional regulations. The work areas include laboratories, testing facilities, workshops, stores, and internal locations as identified by the Engineer-in-Charge.

**2.2 List of equipment:**

<b>Sl. No.</b>	<b>System</b>	<b>Qty</b>
01	Fatigue machines	11 Nos.
02	Creep machines	60 Nos.
03	Creep crack growth and fatigue crack growth machines	6 Nos.
04	Axial torsion test system, Vacuum Tribometer, Air Tribometer, Sheet metal forming machine, Hydraulic press and Compression machines	6 Nos.
05	Cutting machines and welding machines	5 Nos.

**2.3 Description of the work:****2.3.1 Operation of Advanced Mechanical and Materials Testing Equipment**

- i) This item involves deployment of highly skilled and technically competent manpower for the operation of sophisticated mechanical and materials testing equipment. The nature of the work demands a high degree of technical knowledge, practical experience, precision, and strict adherence to standard operating procedures, as the equipment involved is complex, high-value, and

critical to research and testing activities.

- ii) The scope of work includes complete responsibility for the day-to-day operation of the following testing systems:
  - Uniaxial and Biaxial Testing Machines
  - Impression Creep Testing Machines
  - Servo-hydraulic and Servo-electric Low Cycle Fatigue Testing Machines
  - Creep and Fatigue Crack Growth Testing Machines
  - Axial Torsion Test Systems
  - Vacuum Tribometer and Air Tribometer
  - Sheet Metal Forming Machines
  - Hydraulic Presses
  - Compression Testing Machines
- iii) The personnel shall be responsible for preparing the machines for testing, verifying readiness of systems, ensuring correct configuration of test parameters such as load, displacement, strain, temperature, pressure, and cycle count, and carrying out the tests as per approved experimental protocols. Continuous monitoring of machine behavior during testing, especially during long-duration creep, fatigue, and crack growth experiments, forms a critical part of this scope.
- iv) The work also includes observation and interpretation of machine responses, identification of abnormal vibrations, noises, load fluctuations, sensor deviations, or alarm conditions, and immediate reporting of such observations to the Engineer-in-Charge. The personnel shall ensure safe startup and shutdown of equipment, particularly in systems involving high loads, high temperatures, vacuum conditions, or cyclic loading.
- v) Maintenance of operational discipline, recording of test-related observations, coordination with scientific and technical staff, and ensuring protection of equipment against misuse or damage are integral to this work. Strict adherence to laboratory safety practices, housekeeping standards, and Departments protocols is mandatory.

### **2.3.2 Assistance in Sample Handling, Fixture Assembly, and Test Preparation Activities**

- i) This item covers provision of **skilled manpower** for assistance during mechanical testing and experimental activities. While the personnel under this category do not independently operate the machines, the work requires sound

technical understanding of specimen handling, fixtures, tooling, and test setup procedures.

- ii) The scope of work includes assistance in:
  - Loading and unloading of test specimens into various testing machines
  - Handling and positioning of specimens, grips, fixtures, dies, and tooling
  - Alignment and clamping of samples to ensure proper test conditions
  - Assembly and dismantling of test fixtures and accessories
  - Support during installation and removal of components before and after testing
- iii) The personnel shall exercise due care while handling test specimens, many of which may be precision-machined, high-value, and/or sensitive to damage. Proper coordination with testing operators is required to ensure that specimens are correctly positioned and secured prior to commencement of tests.
- iv) The work also includes maintaining cleanliness of machines and surrounding work areas, arranging tools and accessories in an orderly manner, and ensuring readiness of the test setup as per instructions. All activities shall be performed in accordance with laboratory safety guidelines, and any unsafe condition noticed shall be immediately brought to the attention of the Engineer-in-Charge.

### **2.3.3 Assistance in Welding and Fabrication-Related Preparatory Works**

- i) This item pertains to deployment of a manpower for assistance in welding and fabrication-related preparatory activities. The work involves handling of metal plates and components of varying thickness ranging from **5 mm to 30 mm**, made of different material grades, and requires physical effort, coordination, and adherence to safety practices.
- ii) The scope of work includes, but is not limited to:
  - Preparation of weld joints including groove cutting and angle preparation
  - Cleaning of base materials prior to welding operations
  - Cleaning, preparation, and handling of filler wires and welding consumables
  - Assistance during welding operations under the supervision of authorized personnel
  - Post-weld cleaning, slag removal, and basic surface finishing
- iii) The personnel shall ensure that materials are properly prepared as per instructions to facilitate sound welding. All activities shall be carried out following prescribed safety norms, including use of personal protective equipment where required. The work shall be performed under the guidance and supervision of skilled welding personnel or the Engineer-in-Charge.

### **2.3.4 Material Handling and Internal Transportation Services**

- i) This item covers deployment of manpower for material handling and internal transportation services within the establishment. The work includes movement

of materials, components, test specimens, tools, and equipment between Central Stores and various laboratories, divisions, and workshops including INSOT, MDL, MTD, IFFRM buildings, and central and zonal workshops.

- ii) The scope includes loading, unloading, shifting, stacking, and returning of materials as and when required. The personnel shall ensure that materials are handled carefully to prevent damage, loss, or contamination during transportation. Proper placement of materials at designated locations and maintaining cleanliness of work areas also form part of this scope.
- iii) The work shall be carried out in coordination with stores personnel and laboratory staff, following instructions issued by the Engineer-in-Charge. Safety during material handling and adherence to internal movement protocols is

**2.4 Preferred Manpower schedule:**

- (a) The successful bidder shall deploy adequate and suitable workers in all the areas under the scope of contract, i.e. Technical Assistance for carrying out day to day activities according to the requirements. He shall submit the details of the personnel to be deployed to the designated Engineer-In-Charge, CSS/MMD/MDTG/MMG/IGCAR from time to time.
- (b) The Contractor shall engage a minimum number of qualified personnel on daily basis, as specified below:

Item. No.	Manpower category	No of Shift	Minimum Manpower per shift	Total technician/ manpower per day (Minimum)
01	Highly-Skilled Diploma Mechanical	1 (General Shift)	2	2
02	Skilled ITI/10 <sup>th</sup>	1 (General Shift)	5	5
03	Unskilled	1 (General Shift)	2	2
04	Unskilled	1 (General Shift)	2	2

- (c) The contractor shall ensure deployment of manpower as indicated above on all working days. Penalty will be levied in case of non-supply of labor. Rate of penalty shall be levied as per clause 5.8 special conditions of contract.
- (d) **Working hours:** The working hours shall be in G shift i.e., General Shift – 9.00 AM to 17.30 PM. The Office remains closed on Saturday, Sundays and other public holidays as notified by the Department.
- (e) The contractor shall be fully prepared to work on Saturdays, Sunday, Holidays and emergency work and beyond office hours also.

- (f) In case of requirement manpower beyond office hours or on holidays, the contractor has to provide the required manpower if so, demanded by Engineer-In-Charge.
- (g) The persons once deployed for this work shall not be changed without the permission of Engineer- in- charge during the contract period.

**2.5 Period of contract:**

- (a) The contract will be for a period of **two year** from the date from which the contract is made effective.
- (b) The contract may be extended for a further period of six 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 two year, the contractor shall give three months' notice prior to expiry of the contract period.

**2.6 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 tenderer shall inspect the office premises with permission of Engineer-In-Charge, so as to acquaint him with the nature of work that will be encountered during execution. Once the tender is received, it will be construed the tendered has studied fully the nature of work and that the rates quoted are applicable as per specifications and prevailing site conditions
- (c) The Contractor or his authorized representative shall report to the Engineer-In-Charge, CSS/MMD/MDTG/MMG/IGCAR at his office by 09.00 A.M. on all the working days for taking instruction in regard to the work.
- (d) The contractor shall submit the complete list of technician/ manpower along with their testimonials for qualification before starting the work. During the contract period, if there are any changes to the given technician/ manpower list, the contractor shall inform the Engineer-In-Charge.
- (e) The contractor shall engage adequate manpower. (i.e.) Skilled and qualified persons to be posted for carrying out the work without any delay
- (f) The technician/ manpower shall follow the shift timing in an department approved manner.
- (g) The technician/ manpower shall be available in the work area in his entire shift otherwise it will treat as absent.
- (h) The technician/ manpower shall wear proper uniform, ID cards (approved by CISF), and shoes during the duty hours.
- (i) The contract staff should report to duty 15 minutes early to the shift timings and all contract staff should wear ID Card signed approved by CISF and it should be kept visibly seen.

- (j) Any change/ leave shall be intimated by the Technician/ manpower, they shall get the prior approval from the Officer or his authorized representative through the respective format.
- (k) Technician/ manpower shall be available during the shift without fail, if found absent, payment will not be paid for the respective operation.
- (l) In absence of technician another alternate technician should be deputed in the site immediately to take care of vital areas.
- (m) The Technician/ manpower/ contract personnel are requested to talk politely, gently in soft tones to the other department personals.
- (n) 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.
- (o) 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.
- (p) The work shall be carried out by you in close co-ordination with other department Officers who may be working in the same premises as well as in the vicinity of your work. In this regard, the decision of the Engineer-In-Charge, CSS/MMD/MDTG/MMG/IGCAR regarding any dispute shall be final and binding.
- (q) The Contractor shall daily report along with laborers aged more than 18 years with relevant qualifications as per the conditions, among them, and shall be able to handle tools, instruments and equipment's to carry out the work.
- (r) The Contractor shall arrange for all the safety wears for the laborers for the safe and satisfactory execution of the work.
- (s) The Contractor shall follow all the rules and regulations as laid down by the security force inside IGCAR Site during the execution of the work. The contractor shall take care of the safety of labours at their own risk.
- (t) The contractor shall keep the department tools, equipment and work places neat and clean.
- (u) Mechanical Equipment, tools, spares, consumables and other raw materials required for the work will be supplied by the department as and when required.
- (v) The contractor shall use the department equipment and machineries with electric power supplied at free of cost for the required works without damaging the equipment and machineries. In case of any damage, the contractor has to repair/replace the same on his own cost and as directed.

- (w) 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.
- (x) The Contractor or his authorized representative shall report to the Engineer-In-Charge, CSS/MMD/MDTG/MMG/IGCAR about the labour attendance and work progress in time.
- (y) The Contractor has to provide stitched uniform, safety shoes, bicycle, Department approved entry permit pass and other required safety materials to each technician/ manpower engaged in this contract work within 7 days from the date of issuing of work order.
- (z) 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 7<sup>th</sup> of every month.
- (aa) The contractor shall provide and maintain the required number of registers, and record the day to day activities.
- (bb) No accommodation shall be provided by Department to contractor or his employee.
- (cc) The contractor has to obtain necessary identity proof/ work permit card as required by Department.
- (dd) The contractor shall take full responsibilities on the character and qualities of the workers/ employees engaged by them.

**(ee) Minimum Qualifications /Requirements:**

**Item No. 01:** The contractor should ensure and engage Highly Skilled and experienced workers with necessary proofs of their qualification acquired pass in Diploma(Mechanical Engineering) qualification and experience. They shall have sufficient knowledge to understand the basic principles relevant to operating the mechanical testing systems. The person employed for this work shall be certified by the Engineer-in-charge

**Item No. 02:** The contractor should ensure and engage skilled workers with necessary proofs of their qualification acquired pass in ITI or X<sup>th</sup> standard. They shall have sufficient knowledge to understand the basic principles relevant to mechanical testing machines. The person employed for this work shall be certified by the Engineer-in-charge

**Items No. 03& 04:**The contractor engaging unskilled workers for these two activities shall have sufficient knowledge to understand communicate and carryout the assigned work. 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. The decision of Engineer-in-charge is final & binding in this regard.

- (ff) 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.
- (gg)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.
- (hh)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.
- (ii) 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.
- (jj) 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.
- (kk) 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.
- (ll) Periodically, payment will be made for actual executed quantities of work.
- (mm)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.
- (nn)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.

- (oo) The contractor shall alone be fully responsible for safety, security and insurance or life insurance of the personnel engaged by him. The IGCAR shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties.
- (pp) 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.
- (qq) 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.
- (rr) The Tenderer shall make his own arrangements for transport, accommodation, medical facilities, schooling and such other facilities for his/her employees and their families
- (ss) The Tenderer shall comply with the provisions of all the applicable laws to meet the statutory requirements in connection with the above work. If on account of non-compliance with the provisions of any such law, the IGCAR is called upon to make any payment to or in respect of his employees, the Tenderer shall fully reimburse to the IGCAR all such payments and the IGCAR shall be free to make deductions on this account from the amount of security deposit/ Performance guarantee in such case
- (tt) 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
- (uu) The Tenderer shall comply with the instructions which may be issued to him by the Competent Authority from time to time
- (vv) 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 IGCAR, the 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.
- (ww) No documents shall be allowed to be taken or transmitted outside the 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.

### 2 INSTRUCTION & GUIDANCE TO TENDERER

#### 3.1 **Submission of Tender:**

- (a) Tender shall be deemed to have been submitted after careful study and examination of the tender document with full understanding of its implications.
- (b) Submission of a tender by a Tenderer implies that he has read and understood this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and factors having a bearing on the execution of the work.
- (c) All information called for should be furnished against the relevant columns in the forms. If for any reason, information is uploaded on a separate sheet, this fact should be mentioned against the relevant column. Even if no information is to be provided in a column, a “nil” or “no such case” entry should be made in that column. If any particulars/query is not applicable in case of the Tenderer, it should be stated as “not applicable”. The Tenderers are cautioned that furnishing incomplete information in the tender forms or deliberately suppressing the information may result in the tender being disqualified.
- (d) No additional information shall be entertained after submission of the tender unless it is called for by Director, MMG, IGCAR.
- (e) Any information furnished by the Tenderer found to be incorrect either immediately or at a later date, would render him liable to be debarred from tendering/taking up of any job/work in IGCAR.
- (f) The Technical-cum-Financial Bid of the tender should be valid for a minimum period of 120 days from 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 Director, MMG, IGCAR.

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

#### 3.3 **Clarification of Bid:**

- (a) When deemed necessary, the Department may seek clarifications on any aspect including any document from the Bidder. However, that would not entitle the Bidder to change or cause any change in the substance of the Tender submitted or price quoted.
- (b) During the course of evaluation of the bid, in case it is found that any of the documents prescribed has not been furnished, such shortfall document will be called for and the same shall be furnished within the prescribed period.

- (c) The shortfall information / documents should be sought only in case of historical documents which pre-existed at the time of the tender opening and which have not undergone change since then. So far as the submission of documents is concerned with regard to qualification criteria, after submission of the tender, only related shortfall documents should be asked for and considered. For example, if the bidder has submitted a work order without its completion/ performance certificate, the certificate can be asked for and considered. However, no new work order should be asked for so as to qualify the bidder.

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

### 3.5 **Scrutiny of Bids:**

Bids will be scrutinized to ascertain –

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

### 3.6 **Evaluation of Bids:**

- (a) **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.
- (b) Tenderer shall note that one operation involves one or more activities of description mentioned below for a net duration of Eight hours and rate shall be quoted accordingly.
- (c) Work shall be carried out as per detailed scope of work and as directed by the Engineer-in-charge.

Item No	Description of item	Qty	Unit	Rate Rs. P.	Amount Rs. P.
1	Day to day operation of Uniaxial, Biaxial, Impression Creep testing machines, Servo-hydraulic, Servo-electric Low cycle fatigue testing machines, Creep and fatigue crack growth machines, Axial Torsion test system, Vacuum Tribometer, Air Tribometer, Sheet Metal Forming machine, Hydraulic press, Compression machines. <b>Total Operations=2 Highly Skilled Worker × 1 shift × 504 days = 1008 Operations</b>	1008	Operations	918.00	9,25,344.00
2	Assistance in loading and unloading of samples in Uniaxial, Biaxial, Impression Creep testing machines, Servo-hydraulic, Servo-electric Low cycle fatigue testing machines, Creep and fatigue crack growth machines, Axial Torsion test system, Vacuum Tribometer, Air Tribometer, Sheet Metal Forming machine, Hydraulic press, Compression machines. <b>Total Operations=5 Skilled Workers × 1 shift × 504 days = 2520 Operations</b>	2520	Operations	781.00	19,68,120.00
3	Assistance in welding of plates of varying thickness ranging from 5mm to 30mm of various materials. The work involves weld groove and angle preparations and cleaning of filler wire etc. <b>Total Operations=2 Unskilled Workers × 1 shift × 504 days=1008 Operations</b>	1008	Operations	556.00	5,60,448.00
4	Material transfer from central stores to INSOT/MDL/MTD/IFFRM buildings and central/zonal workshops and back, as and when required. <b>Total Operations=2 Unskilled Workers × 1 shift × 504 days=1008 Operations</b>	1008	Operations	556.00	5,60,448.00
Sub Total (A)					40,14,360.00
Add GST @18% on (A)					7,22,584.80
Estimate Cost (NIT Value)					47,36,945.00

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

### 3.7 Award of Contract:

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

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### 4 GENERAL CONDITIONS OF THE CONTRACT

- 4.1 The intending bidder and the prospective agencies shall be required to possess the following documents with them separately, which shall form part of Tender Documents for this work: -
- (a) The General Terms and Conditions on GeM portal and
  - (b) Service Level Agreement (SLA) on GeM portal 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 **Rs. 94,739/- (Rupees ninety-four thousand seven hundred and thirty-nine only)**. EMD shall be submitted by way of Demand Draft, PO, FDR or Banker's Cheque in favour of Pay &Accounts Officer, IGCAR. Insurance Surety Bond in favour of President of India / MSE certificate will also be accepted. Cash, Cheques and Bank Guarantee for EMD will not be accepted.
- (b) Small or Micro firms having valid MSE certificate and service providers exempted from EMD submission as per GeM GTC are exempted from EMD. However, they are required to furnish the MSE certificate/ proof of exemption instead of EMD. **Service providers under MSE category registered as 'Repair, maintenance and installation of machinery and equipment (NIC 33) or Scientific Research and Development (NIC 73) or technical testing and analysis (NIC 71) or other professional, scientific and technical activities (NIC 74)' are only eligible for exemption.** Traders as Major Activity are excluded from the purview of this exemption.
- (c) Tenders without EMD or Tenders for which MSE certificate/ concerned proof of certification as prescribed, is not uploaded, will be rejected.
- (d) EMD in respect of unsuccessful Bidders will be returned without any interest only after publishing financial evaluation status of bidders on GeM portal.
- (e) EMD of the successful bidder shall be returned after receiving the Performance Guarantee.
- (f) If any tenderer withdraws his tender within the validity period or makes any modification in the terms and conditions of the tender which are not acceptable to the Department, then the Government shall without prejudice to any other right or remedy be at liberty, to forfeit 50% (fifty percent) of the earnest money absolutely. Further the tenderer shall not be allowed to participate in re-tendering process of the work.
- (g) If the successful bidder fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the EMD will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.
- (h) If the successful MSE bidder withdraws his tender within the validity period (or) makes any modification in the terms and conditions of the tender which are not acceptable to the Department (or) fails to remit the Performance Guarantee in any of the forms prescribed within a period of 15 days from the date of issue of Letter of Intent, it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such

case, the Firm will be debarred for a period of One year without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.

## **5.2 Performance Guarantee:**

- (a) In case of successful Tenderer, the Tenderer shall deposit an amount equal to 3% (three percent) of the work order value as irrevocable Performance Guarantee in one of the following forms within a period of 15 days from the date of issue of Letter of Intent:
- i) Demand Draft / Bankers Cheque / PO in favour of Pay & Accounts Officer, IGCAR.
  - Or
  - ii) Fixed Deposit Receipt (FDR) of State Bank of India/Scheduled Bank pledged in favour of Pay & Accounts Officer, IGCAR.
  - Or
  - iii) An irrevocable Bank Guarantee (BG) in the form prescribed by the Government from a Scheduled Bank.
- (b) The Performance Guarantee shall be initially valid upto 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 (i.e., sub-total of Para 3.6) and it shall remain fixed throughout the contract period including period of extension, if any.
- (b) Service Charges quoted as a Percentage of Estimated amount (i.e., sub-total of para 3.6) 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 amount (i.e., sub-total of Para 3.6) 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 - Director, MMG,IGCAR. Appeal against the decision of the Accepting Officer in this regard shall be made to the Director, MMG, IGCAR, and the decision given by the Director, MMG, 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, and 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 labourers 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 six 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:** Engineer-In-Charge, CSS/MMD/MDTG/MMG 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 30.03.2026 w.e.f. 01.04.2025** for the Schedule Employment “**Construction or Maintenance of Roads or Runways or in Building Operations**” is tabulated below:-

<b>Category of worker</b>	<b>Rates of Minimum wages w.e.f. 01-04-2026 (Zone-C) in Rs.</b>
Highly Skilled	<b>918.00</b>
Skilled	<b>781.00</b>
Unskilled	<b>556.00</b>

- (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 IGCAR 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.

**Monthly bill** for Regular assistance in loading and unloading during

mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group 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's(Cost of Service- Proof of payment of current monthly wages to be attached)	
2.	Service charges @ _____% quoted (on 1above)	
3.	GST @18% (on 1& 2 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 Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group 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:

Name and seal

Designation:

- (ii). Attendance sheet in the following format duly signed by IGCAR 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  
Name and seal

Signature of Authorized Representative  
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 IGCAR 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) 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.
- (h) 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.
- (i) The amount of service charge will be calculated at quoted percentage rate on total sum of cost of actual executed service operations engaged.
- (j) The amount of service charge will be calculated at quoted percentage rate on total sum of cost of actual executed service operations engaged and Cost of additional labour if engaged.
- (k) In case of any dispute, **Director, MMG, 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 IGCAR in writing, not to divulge or make known any trust, accounts matter or transaction undertaken or handled by the IGCAR and also shall not disclose any information about the affairs of IGCAR/Department. This clause however does not apply to the information, which becomes public knowledge.

### **5.14 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**

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

- a) Failure to commence the work as per work order/ GeM Contract order.
- b) The contractor fails to execute the work as specified in Section II - Scope of work and poor quality of service.
- c) Failure to adherence of payment of wages and other benefits as per statutory orders/ Rules.
- d) Persistently neglects to carryout contract obligations and/ or commits default in complying with any of the terms and conditions of contract.
- e) Accumulation of penalties as per GeM SLA indicating persistent non-performance.Failure to rectify deficiencies even after warnings or notices.
- f) Non-adherence to SLA, GTC, ATC, labour laws, or department-specific rules.Involvement in any activity that leads to revenue loss for the Government.
- g) The contractor withdraws service or suspension of service during the period of contract and extended period of contract.
- h) The contractor fails to sign the agreement as specified in Para 5.19 Contract Agreement.

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

### **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 Director, MMG,IGCAR or to the sole arbitration of such other person nominated by him. There shall be no objection that the arbitrator is an employee of the Government or that he had to deal with the matters to which this agreement relates and that in

the course of his duties as government employee he had expressed his views on all or any of the matters on dispute or difference.

- (b) Any award of the said Director, MMG, IGCAR or the Arbitrator appointed by him shall be final and binding on the parties to this agreement. In case of non-cooperation of either party, the Arbitrator shall adjudicate the issue ex-parte and give his award accordingly.
- (c) It is the terms of the contract that in the event of the Director, MMG, IGCAR to whom the matter is originally referred, being transferred or has vacated his office for any reason, his successor in office shall be deemed to have been appointed the sole arbitrator in accordance with the terms of the agreement. He shall be entitled to proceed with the reference from the state at which it was left by his predecessor and the provision of this clause shall apply.
- (d) In the event of the Director, MMG, IGCAR or the person nominated by him as an arbitrator being removed by an order of a Court the reference shall stand exhausted.
- (e) The Venue of the Arbitration proceedings shall be Office of Director, MMG, 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 Force Majeure: As per GeM GTC**

#### **5.19 Contract Agreement:**

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

## **5.20 Canvassing:**

- (a) Canvassing either directly 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 Indira Gandhi Centre for Atomic Research (IGCAR) then the contractor not allowed to tender**

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

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

## **5.22 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 IGCAR.
- (b) For all intents and purposes, the contractor shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in this office. The manpower deployed by the contractor in this office shall not have claims of any Master and Servant relationship nor have any principal and agent relationship with or against IGCAR/DAE.
- (c) The Contractor shall obtain necessary labour license before commencement of work under this Contract.
- (d) The contractor may be called upon for the services on Sunday or holidays also, if required.
- (e) It will be the responsibility of the contractor to meet transportation, food, medical and any other requirements in respect of the persons deployed for this work and Department will have no liabilities in this regard.

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

- (q) The person deployed by the Contractor shall not have any claim or be entitled to pay, perks and other facilities admissible to regular/confirmed employees of this Department during the currency or after expiry of the contract. In case of termination of this contract on its expiry or otherwise, the persons deployed by the Contractor shall not be entitled to and will have no claim for any absorption or for any relaxation for absorption in the regular/otherwise capacity in the Department.
- 5.23 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 Director- MMG, 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 upto the value of the loss. The decision of the Director-MMG,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 IGCAR 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.

**SECTION – VI  
ANNEXURE- A**

**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: Regular assistance in loading and unloading during mechanical testing and machine handling activities in various laboratories within the Metallurgy and Materials Group.**

Tender No. **IGC/MMG/MDTG/MMD/FSS/KM/OS/2025/01**

**Schedule of Quantities**

Item No	Description of item	Qty	Unit	Rate Rs. P.	Amount Rs. P.
1	Day to day operation of Uniaxial, Biaxial, Impression Creep testing machines, Servo-hydraulic, Servo-electric Low cycle fatigue testing machines, Creep and fatigue crack growth machines, Axial Torsion test system, Vacuum Tribometer, Air Tribometer, Sheet Metal Forming machine, Hydraulic press, Compression machines. <b>Total Operations=2 Highly Skilled Worker × 1 shift × 504 days = 1008 Operations</b>	1008	Operations	918.00	9,25,344.00
2	Assistance in loading and unloading of samples in Uniaxial, Biaxial, Impression Creep testing machines, Servo-hydraulic, Servo-electric Low cycle fatigue testing machines, Creep and fatigue crack growth machines, Axial Torsion test system, Vacuum Tribometer, Air Tribometer, Sheet Metal Forming machine, Hydraulic press, Compression machines. <b>Total Operations=5Skilled Workers × 1 shift × 504 days = 2520 Operations</b>	2520	Operations	781.00	19,68,120.00
3	Assistance in welding of plates of varying thickness ranging from 5mm to 30mm of various materials. The work involves weld groove and angle preparations and cleaning of filler wire etc. <b>Total Operations=2 Unskilled Workers × 1 shift × 504 days=1008 Operations</b>	1008	Operations	556.00	5,60,448.00
4	Material transfer from central stores to INSOT/MDL/MTD/IFFRM buildings and central/zonal workshops and back, as and when required. <b>Total Operations=2 Unskilled Workers × 1 shift × 504 days=1008 Operations</b>	1008	Operations	556.00	5,60,448.00
Sub Total (A)					40,14,360.00
Service Charge (B = A x SC%) <b>Excess (+)</b>				%	
GST @ 18% (C = [A+B] x 18%)					
Total Contract value (D = A+B+C) *					
<b>*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.</b>					

### **Important Note:**

1. 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.
2. 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% over the sub total(A). If a tenderer quotes below the minimum fixed percentage on sub total(A) (**i.e., final quoted lump sum amount less than Rs. 49,19,317.00**), 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.
3. The bidder shall quote only Service Charge in percentage rate (in figures only without including any special character such as %, etc.,) above estimated amount at subtotal(A) 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.
4. **Bid is liable for rejection if:-**
  - i. The contractor quotes service charge percentage less than 3.85 on the sub total amount (A) of tender.
  - ii. The contractor does not quote service charge, i.e. leaves the column blank
  - iii. The quote is in Amount/Rupee only, instead of percentage.
  - iv. If any special character (such as %, ₹, etc.,)is added with the quoted value
  - v. **If there is difference between quoted lump sum amount and the price breakup. Bidder should quote the same amount arrived in price breakup.**
5. In case the lowest tendered amount (estimated cost + amount worked on the basis of quoted percentage + GST) 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
6. Payment by 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.
7. Reimbursement of employer's contribution of EPF, employer's contribution of ESI, VDA and bonus will be made by IGCAR 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 IGCAR 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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