

**बिड दस्तावेज़ / Bid Document**

बिड विवरण/Bid Details	
बिड बंद होने की तारीख/समय /Bid End Date/Time	28-05-2026 14:00:00
बिड खुलने की तारीख/समय /Bid Opening Date/Time	28-05-2026 14:30:00
बिड पेशकश वैधता (बंद होने की तारीख से)/Bid Offer Validity (From End Date)	120 (Days)
मंत्रालय/राज्य का नाम/Ministry/State Name	Pmo
विभाग का नाम/Department Name	Department Of Atomic Energy
संगठन का नाम/Organisation Name	N/a
कार्यालय का नाम/Office Name	Igcar Indira Gandhi Centre For Atomic Research
वस्तु श्रेणी /Item Category	Custom Bid for Services - Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI
समान श्रेणी/Similar Category	<ul style="list-style-type: none"> <li>Comprehensive Annual Maintenance Services for Precision Air Conditioners</li> </ul>
अनुबंध अवधि /Contract Period	1 Year(s)
बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का) /Minimum Average Annual Turnover of the bidder (For 3 Years)	2 Lakh (s)
उन्हीं/समान सेवा के लिए अपेक्षित विगत अनुभव के वर्ष/Years of Past Experience Required for same/similar service	3 Year (s)
इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है/Past Experience of Similar Services required	Yes
एमएसएमई के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है/MSE Relaxation for Years of Experience and Turnover	No
स्टार्टअप के लिए अनुभव के वर्षों और टर्नओवर से छूट प्रदान की गई है /Startup Relaxation for Years of Experience and Turnover	No
विक्रेता से मांगे गए दस्तावेज़/Document required from seller	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer

बिड विवरण/Bid Details	
क्या आप निविदाकारों द्वारा अपलोड किए गए दस्तावेजों को निविदा में भाग लेने वाले सभी निविदाकारों को दिखाना चाहते हैं? संदर्भ मेनू है/Do you want to show documents uploaded by bidders to all bidders participated in bid?	Yes (Documents submitted as part of a clarification or representation during the tender/bid process will also be displayed to other participated bidders after log in)
बिड लगाने की समय सीमा स्वतः नहीं बढ़ाने के लिए आवश्यक बिड की संख्या। / Minimum number of bids required to disable automatic bid extension	2
दिनों की संख्या, जिनके लिए बिड लगाने की समय-सीमा बढ़ाई जाएगी। / Number of days for which Bid would be auto-extended	10
ऑटो एक्सटेंशन अधिकतम कितनी बार किया जाना है। / Number of Auto Extension count	1
बिड से रिवर्स नीलामी सक्रिय किया/Bid to RA enabled	No
बिड का प्रकार/Type of Bid	Two Packet Bid
तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय /Time allowed for Technical Clarifications during technical evaluation	2 Days
अनुमानित बिड मूल्य / Estimated Bid Value	622793
मूल्यांकन पद्धति/Evaluation Method	Total value wise evaluation
मूल्य दर्शाने वाला वित्तीय दस्तावेज ब्रेकअप आवश्यक है / Financial Document Indicating Price Breakup Required	Yes
मध्यस्थता खंड/Arbitration Clause	Yes ( <a href="#">Arbitration clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 Arbitration should not be routinely included in contracts
सुलह खंड/Mediation Clause	Yes ( <a href="#">Mediation clause document</a> ) as per DoE OM No.F.1/2/2024-PPD dated 03.06.2024 mediation clause should not be routinely included in contracts and pre-litigation mediation can be taken up without any such clause also

#### ईएमडी विवरण/EMD Detail

एडवाइजरी बैंक/Advisory Bank	State Bank of India
ईएमडी राशि/EMD Amount	12456

#### ईपीबीजी विवरण /ePBG Detail

आवश्यकता/Required	No
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(a). जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।/EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy.

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

**लाभार्थी /Beneficiary :**

Pay and Accounts Officer  
IGCAR INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH, Department of Atomic Energy, PMO  
(Pay And Accounts Officer, Igcara, Kalpakkam)

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

**एमआईआई अनुपालन/MII Compliance**

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

एमएसई खरीद वरीयता/MSE Purchase Preference	Yes
सूक्ष्म और लघु उद्यम मूल उपकरण निर्माताओं को खरीद में प्राथमिकता, यदि उनका मूल्य L1+X% तक की सीमा में हो / Purchase Preference to MSE OEMs available upto price within L1+X%	15

1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM\\_No.1\\_4\\_2021\\_PPD\\_dated\\_18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
4. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE

bidder subject to acceptance of L1 bid price.

5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

**एक्सेल में अपलोड किए जाने की आवश्यकता /Excel Upload Required :**

price bid - [1778060875.xlsx](#)

**अतिरिक्त योग्यता /आवश्यक डेटा/Additional Qualification/Data Required**

**Scope of Work:**[1777975903.pdf](#)

**Payment Terms:**[1777976410.pdf](#)

**Introduction about the project /services being proposed for procurement using custom bid functionality:**[1777976566.pdf](#)

**Instruction To Bidder:**[1777976765.pdf](#)

**Pre Qualification Criteria ( PQC ) etc if any required:**[1777976861.pdf](#)

**Penalties:**[1777976963.pdf](#)

**Quantifiable Specification / Standards of The Service/ BOQ:**[1777977045.pdf](#)

**Project Experience and Qualifying Criteria Requirement:**[1777977155.pdf](#)

**Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:**[1777977213.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -1:**[1777977543.pdf](#)

**Any other Documents As per Specific Requirement of Buyer -2:**[1777977550.pdf](#)

**GEM Availability Report ( GAR):**[1778060913.pdf](#)

**Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:**[1778060975.pdf](#)

**Custom Bid For Services - Annual Servicing And Maintenance Of Window Air Conditioners And Split AC Units In FBTR, IFSB & KAMINI ( 1 )**

**तकनीकी विशिष्टियाँ /Technical Specifications**

विवरण/ Specification	मूल्य/ Values
<b>कोर / Core</b>	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI

विवरण/ Specification	मूल्य/ Values
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
एडऑन /Addon(s)	

#### अतिरिक्त विशिष्टि दस्तावेज़ /Additional Specification Documents

#### परेषिती/रिपोर्टिंग अधिकारी /Consignees/Reporting Officer and Quantity

क्र.सं./S.No.	परेषिती/रिपोर्टिंग अधिकारी /Consignee Reporting/Officer	पता/Address	Quantity	अतिरिक्त आवश्यकता /Additional Requirement
1	Jaikhan J	603102,Chief Administrative Officer, Homi Bhabha Building, Kalpakkam, Chengalpattu District	Project / Lumpsum Based	N/A

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

##### 1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

##### 2. Buyer Added Bid Specific ATC

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

#### अस्वीकरण/Disclaimer

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

1. Publishing Custom / BOQ bids for items for which regular GeM categories are available (unless such Custom / BOQ item is bunched with the major regular product Category Item).
2. Mandating procurement of / from specific Brand / Make / Model / Manufacturer / Dealer except in case of Single Bid / Proprietary Article Certificate (PAC) Buying.
3. Inclusion of disqualification criteria related to suspension of seller / service provider, where such suspension period has already expired.

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

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

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

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

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

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

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

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

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

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

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

**---धन्यवाद/Thank You---**



GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY  
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH  
REACTOR FACILITIES GROUP  
KALPAKKAM – 603 102

# **Tender Document**

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

For

*Annual Servicing and maintenance of window air conditioners and  
split AC units in FBTR, IFSB & KAMINI*

***Tender No: IGCAR/RFG/RMD/EM/LJ/TR- 25/2025***

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## SECTION I

**GOVERNMENT OF INDIA  
DEPARTMENT OF ATOMIC ENERGY  
INDIRA GANDHI CENTRE FOR ATOMIC RESEARCH  
REACTOR FACILITIES GROUP  
KALPAKKAM – 603 102**

**I. NIT Details:**

1.1 Online item rate tender [**Item rate Custom bid-BOQ Based**] in *TWO parts* for and on behalf of the President of India by Head RMD & MS, **Reactor Facilities Group, IGCAR, For and on behalf of the President of India, Kalpakkam, Chengalpattu District, Tamil Nadu – 603 102**, who have experience in providing similar services (as specified in para. 1.2 of this NIT) and meeting the conditions stipulated in this NIT, as per the details given below:

**Tender No.IGCAR/RFG/RMD/EM/LJ/TR- 25/2025**

i) NIT No.	<b><u>IGCAR/RFG/RMD/EM/LJ/TR- 25/2025</u></b>
ii) Name of work	Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI
iii) Estimated Cost put to tender	<b>Rs. 6,22,793 (Inclusive of 18% GST)</b>
iv) Completion period	<b>12 (Twelve) Months</b>
v) Earnest Money Deposit	<b>Rs. 12456/- (Twelve thousand four hundred and fifty six only)</b> to be submitted in the form of Deposit at Call Receipt or Demand Draft / Bankers Cheque / Pay Order or Fixed Deposit Receipt drawn in favour of <b>Pay and Accounts Officer, IGCAR, Kalpakkam</b> payable at Kalpakkam Cash, Cheque, bank guarantee for Earnest Money deposit will not be accepted. Micro and small enterprises (MSE's) registered under MSME' and 'GeM GTC categorised EMD exempted service providers' are exempted from EMD. Service providers under MSE category are eligible for exemption. Traders as Major Activity are excluded from the purview of this exemption. However, they are required to furnish the MSME certificate/ concerned proof of certification instead of EMD at GeM Portal.
vi) Cost of tender document	<b>NIL</b>
vii) Tender processing fee	<b>As applicable</b>
viii) Security Deposit	<b>2.5 % of tendered value</b>
ix) Performance Guarantee	<b>3% of tendered value</b>

<p>x) Dates of availability of Tender Documents for view, download and submit</p>	<p><b>From 07/05/2026 (10:00 Hours) to 28/05/2026 (14:00 Hours)</b></p> <p>To Download – please visit GeM website on: <a href="https://gem.gov.in">https://gem.gov.in</a>. 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.</i></b></p>	
<p>xi) Free viewing of Tender Documents in PDF format.</p>	<p>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.</p>
<p>xii) Purchase of tender Documents in Excel Format for participation in tendering.</p>	<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>
<p>xiii) Last date &amp; Time of pre bid clarification if any, sent by bidder</p>	<p>The bidders are requested to send their Pre-bid clarifications / queries by not later than <b>14:00 Hours on 19/05/2026 to Mail id – <a href="mailto:lji@igcar.gov.in">lji@igcar.gov.in</a> / <a href="mailto:srisiva@igcar.gov.in">srisiva@igcar.gov.in</a></b></p>
<p>xiv) Last date and time for submission of Original EMD</p>	<p>On or before <b>28/05/2026 (14.00 Hours) at the office of Head RMD, RFG, IGCAR, Kalpakkam – 603 102, Chengalpattu District. (Contact Phone No. 044-27480500 Extn: 26394 / 26379).</b> The tenderer shall be required to submit the Earnest Money in a sealed envelope marked ‘<b>Earnest Money.</b>’</p> <p>Please note that, EMD shall be submitted in a sealed envelope clearly mentioning the Unit name <b>IGCAR</b>, Tender number &amp; Name of work in a cover without fail.</p> <p>However, documents sent by post or courier will also be considered provided the same is received within due date &amp; time.</p> <p><b>If the tenderer fails to submit original DD/BC/PO/DR etc., within the prescribed period as mentioned above those tenders will be summarily rejected.</b></p>
<p>xv) Date and time of online opening Bid</p>	<p><b>28/05/2026(14:30 Hours) at Room no- 407, Old Admin Building, IGCAR, Kalpakkam</b></p>

xvi) Minimum Bid/Offer validity period required	120 Days from bid submission closing date
xvii) 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>

**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 "Annual maintenance and/or supply, erection of any Air conditioners".

### NOTE – (a):

- (i). Eligible similar nature of work should have been executed in India Only.
- (ii). Works got executed on back to back basis through another contractor will not be treated as eligible works.
- (iii). **In case of the work done under private sector, the completion certificate shall be supported with the copies of Tax Credit Statement (Form 26AS).**

- (iv). The value of executed works shall be brought to current costing level by enhancing the actual value of work **at simple rate of 7% per annum**, calculated from the date of completion to last date of submission of tenders.

**(b) Financial Eligibility: -**

Average annual financial turnover of the agency during the last three years, ending 31/03/2025, shall be **at least Rs. 2 Lakhs (In words Two 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 (or) Startups are also **NOT exempted** from points (a) & (b).

**(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 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) Valid authorization / proprietary declaration must be uploaded on GeM.
- (n) Declaration by the bidder, Checklist and Undertakings.
- (o) Micro or Small Enterprise certificate in case of MSE.

**III. Additional instructions to bidders:**

- 1.4. IGCAR, DAE, Kalpakkam is located 85 kms away from Chennai. The site is accessible by road from Chennai via Chengalpattu, Thirukalukundram and also via Mamallapuram by East Coast Road (ECR).
- 1.5. Information and Instructions for tenderers posted on website shall form of tender document.
- 1.6. **Those contractors not registered on the website <https://gem.gov.in>, are required to get registered for e-tendering mode. Registered contractors only can submit / upload tenders.**
- 1.7. Shortlisting of the agencies shall be subject to thorough verification of their credentials and inspection of services carried out by them.
- 1.8. IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering / taking up works in IGCAR. The department reserves the right to verify the particulars furnished by the applicant independently.
- 1.9. Scanned copy of the following duly signed & sealed on letter head of the bidder to be uploaded at the time of submission of bid and the same shall be submitted during the period of technical evaluation: -
  - i. Annexure I –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:** 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 bid.
- 1.14. The EMDs will be returned without any interest only after publishing financial evaluation status of bidders on GeM portal.
- 1.15. Bidders are requested to note that, they should necessarily submit their price breakup/financial bid in the format provided and no other format is acceptable. The price breakup is given as a standard BoQ format, bidders are required to download the BoQ file, open it and complete the Yellow coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). **No other cells should be changed. Once the details have been completed, the bidder should save it and print the same. The printed price breakup should be signed, scanned and uploaded as pdf file. If there is any difference between quoted lump sum amount and the uploaded price breakup, then the bid will be summarily rejected.**

- 1.16. **Bidders may please note that GeM is capturing and showing the IP addresses used by the Buyer and the Bidder(s). If the received bids having matching/common IP address between Bidder(s) and Buyer, such bids shall be outrightly rejected and shall not be considered for further evaluation. 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.**
- 1.17. Workman compensation policy as per extant government orders shall be paid by the contractor and will have to be made by the Contractor at his own cost and will not be reimbursed.
- 1.18. Bids submitted with any conditions including bids with conditional rebate in price shall be summarily rejected
- 1.19. **Head RMD & MS, RFG, 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.

**Head RMD & MS, RFG, IGCAR**  
**For and on behalf of the President of India**

**Technical Bid**

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

NOTICE INVITING TENDER No. **IGCAR/RFG/RMD/EM/LJ/TR- 25/2025**

<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., Web-site, if any)	
3.	Type of Organization (Proprietary/ Partnership Firm/ Company)	
4.	Registration No. & Year of Registration (upload copy)	
5.	Details of Authorized person to deal with (upload copy of power of attorney, if any)	Name: Designation: E-mail ID: Website: Landline No.:
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)			
<b>Sl. No.</b>	<b>Particulars to be furnished</b>			
11.	Copy of duly audited Profit & Loss Account and Balance Sheet for three successive financial years 2022-23, 2023-24 & 2024-25.	Year		Copy uploaded (Yes or No)
		2022-23		
		2023-24		
		2024-25		
<b>Sl. No.</b>	<b>Particulars to be furnished</b>			
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.	Particulars of relatives working in IGCAR			
<b>Sl. No.</b>	<b>Name of the Employee</b>	<b>Designation</b>	<b>Unit</b>	
14.	Any other relevant information			
15.	Details of EMD			
Mode of payment	Name of the Bank Branch	Date & Place of Issue:	Amount	
			In figures	In words
16.	Details of MSME Certificate / concerned proof of certification availed for EMD Exemption:			

**Date:** .....

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



**DECLARATION BY BIDDER TO BE SUBMITTED BY THE BIDDER**

(To be given on Company Letter Head)

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

**Name of Work:** Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI

**NIT No.** IGCAR/RFG/RMD/EM/LJ/TR- 25/2025

This is to certify that:

- a. I /We have submitted the tenders in the Proforma as downloaded directly from the websites which are same as available in the website and there is no change in the format, number of pages etc.,
  - b. I /We have not made any modifications / corrections / additions etc., in the tender documents downloaded from website by me / us.
  - c. I /We have checked that no page is missing and all pages as per the index are available and that all pages of tender document submitted by us are clear and legible.
  - d. I /We have submitted requisite MSE certificate or EMD in the prescribed form.
  - e. In case at later stage, it is noticed that there is any difference in my/ our tender documents with the original documents, IGCAR shall have the right to cancel the tender / work, forfeit the *Earnest Money*, Performance Guarantee & 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:** Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.

**NIT No.**IGCAR/RFG/RMD/EM/LJ/TR- 25/2025

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

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

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

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

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

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

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

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

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

**Date:** .....

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

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

To,

**Head RMD & MS, RFG,  
IGCAR.**

Sub: Notice Inviting Tender No. **IGCAR/RFG/RMD/EM/LJ/TR- 25/2025**for **Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.**

\* \* \* \* \*

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 **Head RMD & MS, RFG, 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)**

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

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

To.

**Head RMD & MS, RFG, IGCAR,  
IGCAR.**

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

**Notice Inviting Tender No.IGCAR/RFG/RMD/EM/LJ/TR- 25/2025for Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.**

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 by the terms/conditions/clauses contained therein.
4. The terms & conditions stipulated in SLA will supersede those in GTC and terms & conditions stipulated in this tender document (ATC) will supersede those in GTC and SLA in case of any conflicting provisions.
5. The corrigendum(s) issued from time to time by your department/organization to have also been taken in to consideration, while submitting this acceptance letter.
6. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.
7. I/We do here by declare that our Firm has not been black listed/ debarred by any Govt. Department/Public sector undertaking.
8. I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organization shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including actions as taken by Department.

Yours Faithfully,

**Date: .....**

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

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

To,

The Manager,

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

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

Sub: **Notice Inviting Tender No. IGCAR/RFG/RMD/EM/LJ/TR- 25/2025** for Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.

\* \* \* \* \*

Sir,

1. I/ We am/are holding account No. \_\_\_\_\_ in \_\_\_\_\_ (Bank Name) \_\_\_\_\_ (Branch) since \_\_\_\_\_. I/We am/are participating in the tendering process for *Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.*

2. I/ We also authorize **Head RMD & MS, RFG, IGCAR** or his authorized representative to approach your Bank to verify our competence and general reputation and queries, if any.

**Date:** .....

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

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

Sr. No.	Particular of the document to be uploaded	'Yes / No'
1.	Copy of certificate of registration	
2.	Copy of the Memorandum of Association of the Company/Corporation (in case of limited company or a corporation)	
3.	Certified copy of the partnership deed (in the case of partnership firm)	
4.	Copy of Power of Attorney	
5.	Copy of PAN & Aadhar	
6.	Bank Accounts details	
7.	Declaration by the bidder, Annexures and Undertakings	
8.	EMD placed in Separate envelope duly super scribed EMD and NIT for Tender Notice No. <b>IGCAR/RFG/RMD/EM/LJ/TR-25/2025</b> and marked Envelop-I.	
9.	Details of Registered post <b>shall be sent by email to both the mail ids <a href="mailto:lji@iqcar.gov.in">lji@iqcar.gov.in</a> &amp; <a href="mailto:srisiva@iqcar.gov.in">srisiva@iqcar.gov.in</a></b>	

**SCOPE OF WORK AND TECHNICAL SPECIFICATION**

**1.0 INTRODUCTION**

*Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI for the period of 12 months.*

**2. SCOPE OF WORK**

**DETAILED DESCRIPTION AND SCOPE OF WORK**

***1. Item number 1 to 5***

1. Quarterly servicing (Routine service) of 1/1.5/2 TR Window type Air conditioners (17 nos) of different makes at FBTR. It covers cleaning the AC unit by banian cloth, cleaning of coir/synthetic nylon fibre filter by air and water, oiling of the fan motor, checking of all electrical connections, cleaning of condenser & evaporator coils by water, measuring & recording necessary parameter and check the performance of the unit

Routine maintenance checks / works shall be carried out on each window AC units once in 3 months. Complete overhauling / servicing & painting of each unit shall be carried out once during the contract period.

The routine maintenance works and checks include – cleaning of filters, refrigerant topping up, leak checking, Control logic fault attending, repair/replacement of spares – thermostat, selector switch, Capacitors, Terminal blocks, filter, fan blower motor, tap, gaskets, starter, relays and control PCB's, Display boards, Remote units, wiring tightness and other standard checks applicable to Window AC units. The rate shall include replacement / repair of the above parts and no extra cost will be paid for these replacements. The drain lines of the above units shall be periodically checked for any chocking and shall be cleared by suitable means.

For window AC units, as indicated in the schedule of work the tenderer shall indicate in the same quotation the rates for supply of Freon gas as per the requirement.

2. Quarterly servicing (Routine service) of 2 TR hi-wall mounded (72 Nos)/Cassette type (2 nos) Split Air conditioners of different makes at FBTR. It consists of cleaning of Indoor and Outdoor unit by banian cloth & detergent, cleaning of coir/nylon fibre filter by air and water, oiling of the fan motors, checking of all electrical connections, cleaning of condenser & evaporator coils by using water & detergent, measuring & recording necessary parameter and check the performance of the unit

a) The Split A/c units are Hitachi, Voltas makes etc. Each unit has one compressor, 2 fan motors, internal cooling coil and external condenser coil along with electronic parts / PLC based controls, PCBs and remote units.

- b) The routine maintenance works /checks on each split AC unit shall be carried out once in 3 months. The routine maintenance works include – cleaning drains of indoor units, checking of condensate Freon filling, leak checking, Electrical control logic fault attending, repair / replacement of spares, like fan motors, thermostat, filter, gaskets, condenser coil extension copper tube, condenser coil insulation, electrical control wirings, Capacitors, contactors, relays, electronic PCBs, electronic controller, display boards, Remote controller unit, Terminal blocks, and other standard checks applicable to split A/c units. The drain lines of the above units shall be periodically checked for any chocking and shall be cleared by suitable means. The contract rate shall include repair / replacement of the above parts and no extra cost will be paid for these replacements. Pressure washing of the coils to be carried out once in 3 months. Complete overhauling / servicing & painting of each indoor and outdoor units shall be carried out **once during the contract period.**

For Split AC units, as indicated in the schedule of work the tenderer shall indicate in the same quotation the rates for supply of Freon gas as per the requirement.

3. Comprehensive annual Maintenance contract of 17 TR rated ducted split air conditioners at FBTR(2 nos) with single indoor and two outdoor condensing unit by rectification of all kinds of faults including repair/supply and replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocess controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work . It also includes 4 quarterly service in a year.

These ducted split air conditioners are of Blue star make and they have an indoor and two outdoor units. Each outdoor unit is rated for 8.5 Tons and the outdoor unit and 17 TR single indoor unit. Outdoor contains a compressor, condenser, accumulator and condenser fan. Pressure switches on suction and discharge sides of the compressor are also housed in the outdoor unit. The indoor unit contains an evaporator, evaporator fan unit, drive motor, dryer unit and door limit switch. The routine maintenance on these ducted split air conditioners includes.

The firm shall carryout preventive maintenance once in three months. Quarterly checking and general servicing of indoor and outdoor units, Pressure cleaning of coil units, checking the healthiness of pressure switches, refrigerant pressure, fan motors in the outdoor unit and dryer unit, blower motors, inspection of belts, adjusting of tension and replacing worn out belts in the indoor units. Also, checking the electrical wiring and its controls and ensuring healthy condition including replacement of worn out parts, when found necessary. Any repair/supply and replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocess controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period are included in the scope of this contract.

For these units, as indicated in the schedule of work the tenderer shall indicate in the same quotation the rates for supply of Freon gas as per the requirement.

4. Comprehensive annual Maintenance contract of 11TR rated split type package air conditioners(2nos) at FBTR by rectification of all kinds of faults including

repair/supply and replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocessor controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work. It also includes 4 quarterly service in a year.

Two numbers of ducted split type package air conditioners are of Hitachi make and they have indoor and outdoor units. Each unit is rated for 11 Tons and the outdoor unit contains a compressor, condenser, accumulator and condenser fan. Pressure switches on suction and discharge sides of the compressor are also housed in the outdoor unit. The indoor unit contains an evaporator, evaporator fan unit, drive motor, dryer unit, controller units, three phase transformers, and door limit switch. The routine maintenance on these ducted split air conditioners includes

The firm shall carry out preventive maintenance once in three months. Quarterly checking includes general servicing of the indoor and outdoor units, pressure cleaning of condenser coil units, checking of healthiness of pressure switches, refrigerant pressure, fan motors in the outdoor unit and dryer unit, blower motors, inspection of belts, adjusting of tension and replacing worn out belts in the indoor units. Also, checking the electrical wiring and its controls and ensuring healthy condition including replacement of worn out parts, when found necessary.

Replenishing of refrigerant and oil required as per the quantity in the scope of work as a result of leak in the system arising out of fair wear and tear.

Lubricating the bearing of the motors and fans when found necessary.

Taking set of readings and evaluating to ensure satisfactory performance of the AC units.

Checking the Refrigeration control system for operation and adjusting the settings.

Painting of equipment is covered under this contract as and when required and no extra cost will be paid for that.

For these units, as indicated in the schedule of work the tenderer shall indicate in the same quotation the rates for supply of Freon gas as per the requirement.

5. Comprehensive annual Maintenance contract of 16.5TR rated split type package air conditioners (2nos) at FBTR by rectification of all kinds of faults including repair/supply and replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocessor controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work. It also includes 4 quarterly service in a year.

Two nos of 16.5TR ducted split type, package air conditioners are of Blue star make and they have indoor and outdoor units. Each package unit contains 3x 5.5Tons compressors, accumulator and condenser fan. Pressure switches on suction and discharge sides of the compressor are also housed in the outdoor unit. The indoor unit contains an evaporator, evaporator fan unit, drive motor, dryer unit and door limit switch. Each indoor unit is shared by two outdoor units. The routine maintenance on these ducted split air conditioners includes.

The firm shall carry out preventive maintenance once in three months. Quarterly checking includes general servicing of the indoor and outdoor units, pressure cleaning of condenser coil units, checking of healthiness of pressure switches, refrigerant pressure, fan motors in the outdoor unit and dryer unit, blower motors,

inspection of belts, adjusting of tension and replacing worn out belts in the indoor units. Also, checking the electrical wiring and its controls and ensuring healthy condition including replacement of worn out parts, when found necessary. However the replacement of condenser coil units are not included in the scope of this contract.

Replenishing of refrigerant and oil required as per the quantity in the scope of work as a result of leak in the system arising out of fair wear and tear. Lubricating the bearing of the motors and fans when found necessary. Taking set of readings and evaluating to ensure satisfactory performance of the AC units. Checking the Refrigeration control system for operation and adjusting the settings. Painting of equipment is covered under this contract as and when required and no extra cost will be paid for that.

For these units, as indicated in the schedule of work the tenderer shall indicate in the same quotation the rates for supply of Freon gas as per the requirement

### **Items 6,9,10.**

#### **Installation and testing of new 2TR capacity split air conditioner units**

Installation and testing of new 2TR capacity split air conditioner units including fixing of indoor & outdoor units with suitable supporting stand, copper refrigerant pipe with insulation, power cabling between indoor unit and outdoor unit, PVC drain pipe in the specified locations as per the instruction given by the system Engineer

**2TR capacity Split air conditioner units will be supplied by the department.**

The scope of work includes

- Loading, un loading and safe transporting of 2TR capacity Split air conditioner units from central stores, IGCAR to the FBTR work site.
- Heavy duty wall mounting bracket / stand suitable for 2TR split air conditioner outdoor unit should be supplied and mounted for each unit using suitable size anchor fastener and its painting ( as deliverable items)
- Supply & installation of extra copper refrigerant pipe with insulation (**deliverable items**) for inter connecting ODU and IDU of 2TR split type air conditioner unit with complete accessories including drilling (suitable size) holes in the concrete wall. This work includes fixing of copper refrigerant pipe line on the wall (suction and return line) between Indoor unit and Outdoor unit and insulated properly with GI spacers, screws, rowel plugs as per the site requirement. Bind the copper pipes, the power cables and the PVC drain pipe together with electrical tape. The drain pipe to be placed on the bottom to ensure a free flow of water.
- **Charging Refrigerant Gas:** Before charging the refrigerant, Shut down the AC unit, clean the condenser & evaporator coils and check any physical damage / crack on the copper tubing between the condenser & evaporator units. Charge the refrigerant gas in the existing AC unit until reach the system pressure normal. After charging process completed, leak test has to be performed at all the joints using soap water.

**Testing:** After installing all the AC units, Each AC unit healthiness to be checked. Measure input supply voltage. Perform no load and load test using remote controller unit. Record no load and load current for each AC unit.

### 3. SCOPE OF CONTRACTOR

- The contractor shall engage required labour for executing the scope of the work.
- **The contractor shall depute his technician on daily basis** for a general visit to receive any complaint. Respecting the technical specifications of the plant, any breakdown calls shall be attended immediately on telephonic intimation by Engineer in-charge or the Shift Engineer at no extra cost. The contractor shall instruct the technician to report to the in charge daily on all working days, if the in charge is not available, the technician has to report to Head – EMS for the assignment. Also, **the technician shall sign in the attendance register for man day calculation and record purpose**
- The contractor shall carry out all the necessary work generally at FBTR site. If essentially required for major rectification / replacement he may take the unit to his service centre at his own risk and on his own arrangement for transporting from and to site.
- On every visit, either for attending to breakdown or routine maintenance, the firm shall give a **service report to Head, EMS in standard format with the details of the units serviced/ break down attended, work permit number** and the type of faults / maintenance attended, parts replaced etc. and the functional test results. **This service report will be checked by Head – EMS before sending the bill for payment.**
- The scope of work includes removal of the window AC units, all kinds of split type AC units, package /ducted AC units wherever required for maintenance works and proper reinstallation in the appropriate location after maintenance.
- The contractor shall make his own arrangements for boarding, lodging and transport of his labour from and to the site.
- The workers engaged shall have good skill, grasping power and good manners. Anybody showing unruly behavior or not talented enough to carry out the assigned works, the department will have the right to disqualify and send them out of the plant. The contractor will have to arrange alternate person.
- The contractor's persons working in the plant may utilize the canteen services available at site on payment as per rules.
- The contractor shall provide basic tools (screw drivers, cutting pliers, spanner sets, line testers, wire stripper and cutter, etc...) to each electrician individually. They shall take care of their tools. Department will not be responsible for any loss / damage.
- The contractor shall provide at his cost, **protective cloth (as prescribed by the department at the time of issuing the work order) and electrical safety shoes to all the workers employed by him.** The electricians will not be allowed to work inside the plant without wearing safety shoes. They will be treated as not reported for duty if they report for duty without wearing safety shoes.

- In case of default on the part of the contractor or his workers in carrying out the assignments / instructions from engineer in charge or deviating from the terms and conditions of the contract, the department is entitled to terminate the contract.
- For temporary replacement due to breakdown of any unit, spare AC unit shall be moved to the required location and installed by the contractor.
- The contractor shall make arrangements for taking comprehensive insurance for his workmen and submit a copy to dept. for verification.
- Upkeep of the area after completion of work and removal/disposal of debris are in the scope of the contractor.
- The routine maintenance/servicing /minor repair of AC units shall be carried out in the site itself. The major fault requires replacement of any component, the same shall be supplied by the contractor in their scope.(wherever comprehensive service is mentioned in the schedule of work)
- All consumables and tools required for general cleaning and other maintenance works are included in the scope of work of the contractor and shall be arranged by him on his own.
- The working area shall be kept neat always. After the maintenance work is completed all the garbage, scrap and unwanted materials shall be removed from the work spot.

All the materials and consumables required for leak checking, gas filling, welding etc. are included in the scope of supply of the contractor wherever required

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

**(a) Minimum Requirements:**

1. The Engineer-in-charge/his authorized representative of this contract is empowered for conduct contract employees Audit at any of the work spot at any time. All the employees of this contract shall be in duty with proper PPE with ID card and with full discipline. Failing which strict action will be initiated to ensure the discipline of the work spot.
2. As per the instructions of the EIC, if required, the contractor shall either increase or decrease the number of operators on any day without changing the total number of operators per day.

3. The Contractor shall take suitable Insurance Policy for his / their Labour employed by him for this contract covering the Accident Benefit Clause / Medical Claim. Such Insurance Policy shall be produced by the Contractor after signing the Contract Agreement failing which the Department is entitled to terminate the contract.
4. The contractor shall make necessary insurance coverage to cover any loss or damage to any labour of this contract and the absence of such coverage would make the contractor fully liable to bear such loss or damage by themselves.
5. The contractor shall submit the material evidence (e.g Bank Book or equivalent department approved evidence) for the payment of the last month of the contract to all the employee's salary of the contract for raising the final bill of them.
6. Periodically, payment will be made for actual executed quantities of work.
7. The contractor and his employees shall be available on the telecommunication device for easy contact by the Engineer-in-Charge or his authorized person at any time related to the contract work.
8. In case any difference or discrepancy between the specifications and the description in the schedule of quantities, the schedule of quantities shall take precedence.
9. The contractor shall alone be fully responsible for safety, security and insurance or life insurance of the personnel engaged by him. The IGCAR shall not be liable for any compensation in case of any fatal injury/death caused to or by any manpower while performing/discharging their duties.
10. The manpower deployed by the contractor will not be treated as DAE employees for any purpose, whatsoever, and facility / benefits applicable to DAE employees will ***not*** be extended to them. Such personnel shall have no right, whatsoever, to claim employment under the Government / Department on the ground of their service under the contract.
11. The Tenderer shall replace at his own cost, the items of equipment so damaged or lost or misplaced; on account of lack of care or on account of negligence on the part of the Tenderer or any of the employees.
12. The Tenderer shall make his own arrangements for transport, accommodation, medical facilities, schooling and such other facilities for his/her employees and their families.
13. The Tenderer shall comply with the provisions of all the applicable laws to meet the statutory requirements in connection with the above work. If on account of non-compliance with the provisions of any such law, the IGCAR is called upon to make any payment to or in respect of his employees, the Tenderer shall fully reimburse to the IGCAR all such payments and the IGCAR shall be free to make deductions on this account from the amount of security deposit/ Performance guarantee in such case.

14. The Tenderer shall promptly report the case(s) of any unusual occurrence or incidents(s) or accident(s) in the premises or involving injuries etc. to the personnel employed by him for the purposes of the contract to the Government.
15. The Tenderer shall comply with the instructions which may be issued to him by the Competent Authority from time to time
16. 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.
17. 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.

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### **2 INSTRUCTION & GUIDANCE TO TENDERER**

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

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

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

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

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

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

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

**3.5 Scrutiny of Bids:**

Bids will be scrutinized to ascertain –

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

**3.6 Award of Contract:**

- (a) The successful bidder will be issued with a Letter of Intent with request to deposit *Performance guarantee* in any form prescribed under Clause 5.2, within a period of fifteen days from the date of issue of Letter of Intent.
- (b) Upon receipt of *Performance guarantee* 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 GeMportal for Item rate Custom bid-BOQ 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 **As specified in NIT**. EMD shall be submitted by way of Demand Draft, PO, FDR or Banker's Cheque in favour of Pay &Accounts Officer, IGCAR. Insurance Surety Bond in favour of President of India / MSE certificate will also be accepted. Cash, Cheques and Bank Guarantee for EMD will not be accepted.
- (b) **Micro and small enterprises (MSE's) registered under MSME' and 'GeM GTC categorised EMD exempted service providers' are exempted from EMD. Service providers under MSE category are 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 up to the stipulated date of completion plus 2 months beyond that and in addition a claim period of 6 months shall be given. In case the time for completion of work gets enlarged, the contractor shall get the validity of performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the contractor, without any interest.*
- (c) *The GeM Contract Order will be generated only after the said Performance Guarantee in any one of the prescribed form is received and accepted.*
- (d) *In case, the Tenderer fails to commence the operations within fifteen days from the date of issue of work order it will be concluded that the successful bidder is not willing/unable to provide the service as per the bid submitted by him. In such case, the Performance Guarantee will be forfeited without further correspondence in this regard. Further, the Tenderer shall not be allowed to participate in the retendering process.*
- (e) *The Performance Guarantee shall be forfeited, if the contract is terminated due to failure on the part of the contractor to provide services for the entire period of the contract including period of extension, if any.*
- (f) *The Performance Guarantee will be discharged after completion of contractor's performance obligation under the contract. No interest is payable on the Performance guarantee.*
- (a) *Any dispute regarding any minor details/items of work obviously and fairly intended and may have not been included in this document shall be referred to the Accepting Officer **Head RMD & MS, RFG, IGCAR** Appeal against the decision of the Accepting Officer in this regard shall be made to the Director, IGCAR, and the decision given by the Director, IGCAR shall be final and binding on both the parties.*

### **5.3 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 **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.
- 5.5 **Quality of work: Head RMD & MS, RFG, IGCAR** shall be the final judge of the quality of the work and the satisfaction of the standards in respect thereof set forth in the contract documents. Laxity or failure to enforce compliance with the contract documents by the Engineer-in-charge/authorized representative shall not manifest change or intent of waiver, the intention being that, notwithstanding the same, the Contractor shall be and remain responsible for complete and proper compliance with the contract documents and the specification therein. The Competent Authority has the right to prohibit the use of men/women and any tools, materials or equipment which in his opinion do not produce work or performance meeting the requirement of the Contract Documents.

## 5.6 Penalty

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

S No.	Description of default	Penalty
1	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2	Non resolution of complaints	If complaint is resolved within the agreed timelines of contract – No penalty If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per day of delay or as stipulated by buyer
3	If an employee of the service provider is found responsible for misconduct / disobedience or has misbehaved in any manner or resorted to any violent behavior etc. with the employees of buyer organization or other employees of service provider	1 <sup>st</sup> Instance – 0.05% of the contract value and replacement of resource 2 <sup>nd</sup> Instance – 0.1% of the contract value and replacement of resource 3 <sup>rd</sup> Instance onwards – 0.2% of the contract value and replacement of resource The buyer can take further action as deemed fit by competent authority at buyer's end.

S No.	Description of default	Penalty
4	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables / spare parts following penalties: 1 <sup>st</sup> Instance – 0.5% of the contract value 2 <sup>nd</sup> Instance – 1% of the contract value 3 <sup>rd</sup> Instance onwards – 2% of the contract value
5	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees / labours / sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 <sup>st</sup> Instance – 0.5% of the contract value 2 <sup>nd</sup> Instance – 1% of the contract value 3 <sup>rd</sup> Instance onwards – 2% of the contract value
6	If cumulative penalties reach 10% of the contract value	Termination of contract

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

5.7 **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.

### 5.8 Payment of wages

(a) The Service provider shall be solely responsible for payment of minimum wages and other statutory dues to the workers engaged by him. The rate of minimum wages shall be the wages notified by the Chief Labour Commissioner (Central), New Delhi which are applicable to Central Government Departments as per the Code on Wages, 2019. The prevailing rate of minimum wages notified by Chief Labour Commissioner (Central), New Delhi vide **Order F.No. 1/6(3)/2025-LS-II dated 25.09.2025 w.e.f. 01.10.2025** for the Schedule Employment **“Construction or Maintenance of Roads or Runways or in Building Operations including laying down underground electric, wireless, Radio, Television, Telephone, Telegraph and overseas communication cables and similar other underground cabling work, Electrical Lines, Water Supply lines and Sewerage pipe lines** are tabulated below: -

Category of worker	Rates of Minimum wages w.e.f. 01-10-2025 (Zone-C Area)
Highly Skilled	<b>893</b>
Skilled	<b>760</b>
Semi-Skilled	<b>632</b>
Unskilled	<b>541</b>

- (b) It is open to the Service provider to pay wages more than the prescribed minimum to the labours employed.
- (c) Service provider shall pay wages to his employees within 07 days of completion of each month. The payment of wages to the workers by the Service provider should not be stopped or linked to the clearance or passing of monthly bills submitted for this work.
- (d) Service provider shall ensure that the wages paid to the contract labours employed by him is done directly to individual labourer's bank account. Default in payment of salary/wages or other dues to staff deployed shall constitute a breach of the Contract and shall entitle the Department to terminate the Contract and forfeit security deposit.
- (e) If any complaint is received from any person of the Service provider regarding non-payment of wages, necessary recovery will be made from the amount due to the Service provider and payment made to the labourer, without prejudice to action for termination of the contract without any notice/ clarification.

**5.9 Terms of Payment**

- (a) The Contractor will raise an invoice in duplicate on quarterly basis in the following format. The firm shall indicate the Invoice No., Work Order No., Title of Work, PAN No and GST No. in the invoice and submit the same duly signed & stamped. Quarterly bill for Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMIN for the I/II/III/IV Quater:\_\_\_\_\_

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

Signature of the Contractor  
Name and seal

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

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

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

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

Signature of the Service provider

Signature of Authorized Representative

Name and seal

Name:  
Designation:

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

#### 5.10 Indemnification of Government

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

#### 5.11 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.

#### 5.12 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 Guarantee and Security Deposit without prejudice to any other right or remedy that the Department may have against the Service provider.

### **5.13 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 5.17Contract Agreement.

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

### **5.14 Arbitration:**

- (a) All disputes and differences arising out or in any way touching or concerning the contract whatsoever except as to any matters, the decision of which is specially provided by these conditions, shall be referred to the sole arbitration of Director, IGCAR or to the sole arbitration of such other person nominated by him. There shall be no objection that the arbitrator is an employee of the Government or that he had to deal with the matters to which this agreement relates and that in the course of his duties as government employee he had expressed his views on all or any of the matters on dispute or difference.

- (b) Any award of the said Director, IGCAR or the Arbitrator appointed by him shall be final and binding on the parties to this agreement. In case of non-cooperation of either party, the Arbitrator shall adjudicate the issue ex-parte and give his award accordingly.
- (c) It is the terms of the contract that in the event of the Director, IGCAR to whom the matter is originally referred, being transferred or has vacated his office for any reason, his successor in office shall be deemed to have been appointed the sole arbitrator in accordance with the terms of the agreement. He shall be entitled to proceed with the reference from the state at which it was left by his predecessor and the provision of this clause shall apply.
- (d) In the event of the Director, IGCAR or the person nominated by him as an arbitrator being removed by an order of a Court the reference shall stand exhausted.
- (e) The Venue of the Arbitration proceedings shall be Office of Director, IGCAR or such other place as the Arbitrator may decide.
- (f) To all such proceedings, the provision of Indian Arbitration Act, 1949/ Arbitration & Conciliation Act, 1996, shall apply.

#### **5.15 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.

#### **5.16 Force Majeure:** As per GeM GTC

#### **5.17 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.

#### **5.18 If relative working in IGCAR then the contractor not allowed to tender**

- (a) The contractor shall not be permitted to tender for works in the IGCAR (Responsible for award and execution of contracts) if his near relative is posted and/or working as AO/AO (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.

#### 5.19 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.
- 5.20 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.
- 5.21 The Contractor shall not Sub-Contract full or part of the work order without written consent of **Head RMD & MS, RFG, IGCAR** Competent Authority.
- 5.22 In the event of any loss incurred by the Department, as a result of any lapse on the part of the Contractor which will be established after an enquiry conducted by the Department, the said loss can be claimed from the Contractor up to the value of the loss. The decision of the **Head RMD & MS, RFG, IGCAR /** Competent Authority will be final and binding on the Contractor.
- 5.23 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.
- 5.24 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.

- 5.25 The Contractor shall ensure full compliance with tax laws of India with regard to this Contract and shall be solely responsible for the same.
- 5.26 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.
- 5.27 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.
- 5.28 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.
- 5.29 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.
- 5.30 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.
- 5.31 The Government will not provide any quarters or land for the accommodation of the Contractor personnel.
- 5.32 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.
- 5.33 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.
- 5.34 All the documents like GST Registration Certificates, Taxation Certificates, labourlicense, comprehensive insurance cover for the liabilities in case of accident, etc., shall always be available with the contractor.

**Financial Bid for view only**

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

**Name of work:** Annual Servicing and maintenance of window air conditioners and split AC units in FBTR, IFSB & KAMINI.

Tender No. **IGCAR/RFG/RMD/EM/LJ/TR- 25/2025**

<b>Name of Contractor</b>	
<b><u>Financial Bid</u></b>	
<p><b>Instructions:</b></p> <p><b>1) Bidders are requested to note that, they should necessarily submit their financial bid (price breakup) in this format only and no other format is acceptable. This format should not be modified/replaced by the bidder. Please fill only yellow cells, take printout, affix seal &amp; sign, scan as PDF and upload, else the bidder is liable to be rejected for this tender.</b></p>	

<b>Item No</b>	<b>Description of item</b>	<b>Qty</b>	<b>Unit</b>	<b>Rate Rs. P. inclusive of GST @ 18%</b>	<b>Amount</b>
<b>1.</b>	Quarterly servicing (Routine service) of 1/1.5/2 TR Window type Air conditioners(17 nos) of different makes at FBTR. It covers cleaning the AC unit by banian cloth, cleaning of coir/synthetic nylon fibre filter by air and water, oiling of the fan motor, checking of all electrical connections, cleaning of condenser & evaporator coils by water, measuring & recording necessary parameter and check the performance of the unit	68.00	No		

2.	<p>Quarterly servicing (Routine service) of 2 TR hi-wall mounted(72 Nos)/Cassette type(2 nos) Split Air conditioners of different makes at FBTR. It consists of cleaning of Indoor and Outdoor unit by banian cloth &amp; detergent, cleaning of coir/nylon fibre filter by air and water, oiling of the fan motors, checking of all electrical connections, cleaning of condenser &amp; evaporator coils by using water &amp; detergent, measuring &amp; recording necessary parameter and check the performance of the unit</p>	296.00	No		
3.	<p>Comprehensive annual Maintenance contract of 17 TR rated ducted split air conditioners at FBTR(2 nos) with single indoor and two outdoor condensing unit by rectification of all kinds of faults including repair/supply and replacement of compressors, Condenser coils, Blower &amp; condenser fan motors, microprocess cotroller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work . It also includes 4 quarterly service in a year.</p>	2.00	No		
4.	<p>Comprehensive annual Maintenance contract of 11TR rated split type package air conditioners(2nos) at FBTR by rectification of all kinds of faults including repair/supply and</p>	2.00	No		

	replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocessor controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work. It also includes 4 quarterly service in a year.				
5.	Comprehensive annual Maintenance contract of 16.5TR rated split type package air conditioners (2nos) at FBTR by rectification of all kinds of faults including repair/supply and replacement of compressors, Condenser coils, Blower & condenser fan motors, microprocessor controller, remote controller, PCB, sensors, thermostats, capacitors, OLPs, leak testing, Gas charging, oil charging, etc. for 1 year period to complete as per the scope of work. It also includes 4 quarterly service in a year.	2.00	No		
6.	Installation charges for 2TR split AC units	5.00	No		
7.	Supply of R22/R32 refrigerant gas	60.00	Kg		
8.	Supply of R410A refrigerant gas	40.00	Kg		
9.	Supply and installation of suitable supporting stand for Split AC units upto 2T capacity	5.00	No		

10	Supply and installation of set of Hot gas and liquid line copper piping along with thermal insulation and 3 core 2.5 sq mm ,1100V, multistrand flexible FRLS copper cable to inter connect indoor and out door units of air conditioners upto 2T capacity . This includes supply of copper tubes. thermal insualtion over copper pipe lines ,brass flare nuts at both ends and PVC drain lines.	60.00	mtrs		
<b>Total Contract Value (A)</b>					
<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 quoted item rate by the contractor shall be inclusive of all on account of cost of implementation of security clause imposed by IGCAR, contractor's Administrative charge, contractor's overhead charges, Labour Bonus, contractor's profit and GST being incurred by the contractor to carry out the business etc.
2. In case, of unit rate of any item/items appear unrealistic, tender will be considered as unbalanced and if tenderer is unable to provide satisfactory explanation, then tender is liable to be disqualified and rejected.
3. If no rate has been quoted for any item or any cell is left blank or quoted zero, the bid will be summarily rejected.
4. If it is found that the tender is not submitted in proper manner or contains corrections and/or absurd rates, or amount, it will be open for the Government be at liberty to suitable action as deemed fit will be initiated against the contractor.
5. Bid is liable for rejection if there is difference between quoted amount and the price breakup. Bidder should quote the same amount arrived in this financial bid (price breakup).
6. Goods and Service Tax (GST) or any other tax applicable in respect of this contract shall be payable by the Bidder and Government will not entertain any claim whatsoever in respect of the same

7. Reimbursement of employer's contribution of EPF, employer's contribution of ESI for the labours/technicians engaged for this work shall be paid by the bidder and the same shall not be reimbursed by the buyer.
8. TDS on account of IT & GST as applicable will be deducted from the bill and it will not be reimbursable by Buyer

Date:  
Place:

(Signature of Service provider)  
Name of Service provider 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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