

## **SECTION – I**

	<p><b>प्लाज़्मा अनुसंधान संस्थान</b> <b>Institute for Plasma Research</b> भाट, निकट इन्दिरा पुल, गांधीनगर - ३८२ ४२८ (भारत) Bhat, Near Indira Bridge, Gandhinagar 382 428, Gujarat (India) दूरभाष / TELEPHONE : (079) 2396-2260; 2262, 2263 फैक्स / FAX : (079) 2396-2277 <a href="mailto:stores@ipr.res.in">stores@ipr.res.in</a></p>
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### **INSTRUCTIONS TO BIDDERS, OTHER TERMS AND CONDITIONS**

NOTE: O&M services imply [a] providing all year, round the clock (24/7) operations services with personnel in three-shift duty, [b] routine maintenance and testing services including from OEM and [c] break down maintenance services with liaison for OEM spares and services

The offer and any order resulting from this tender/enquiry shall be governed by our Conditions of Contract and vendor quoting against this tender notice shall be deemed to have read and understood the tender completely.

Where counter terms and conditions have been offered by the vendor, the same shall not be deemed to have been accepted by us, unless our specific written acceptance thereof is obtained.

#### **1. CLARIFICATIONS :**

1. Any technical and commercial questions, information, clarifications, etc. that may be required pertaining to this Tender/enquiry may be obtained from Assistant Stores Officer before submitting the tender through putting enquiry on E-tender portal.
- 1.1. Bids shall be uploaded complete in all respects and shall include properly filled in prices, other specifications, schedules, and relevant documents as necessary.
- 1.2. The bidders are advised to inspect and survey the site and its surroundings and satisfy themselves before submitting their tender as to the form and nature of the site, the means of access to the site, the accommodation they may require, etc. In general, bidders shall themselves, obtain all necessary information as to risks, contingencies and other circumstances which may influence or effect their tender. A bidder shall be deemed to have full knowledge of the site, whether he inspects it or not and no extra claims due to any misunderstanding or otherwise shall be allowed.

#### **2. QUOTATION :**

Quotation should be uploaded on e-tender portal with required documents and Earnest Money Deposit (EMD) for `61,000/- by way of Demand Draft/Pay Order/Banker's Cheque drawn in favour of Institute for Plasma Research, payable at Ahmedabad, should be sent to the Assistant Stores Officer at the above address latest by due date and time with sealed envelope scripting with tender no, party name and due date.

#### **3. SERVICE :**

The Service includes Operation and Maintenance and must be provided strictly conforming to our scope defined in the tender documents.

#### **4. PRICES AND RATES :**

- 4.1. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/extended validity of Work Order/contract. Break-up of price, wherever required, should be furnished.
- 4.2. Whenever options are specified in the tender documents, IPR reserves the right to accept any option/s irrespective of whether all the vendors have quoted for all the options or not. The decision of IPR in this regard will be final.
- 4.3. IPR shall be under no obligation to accept the lowest or any tender.

**5. COMPLIANCE WITH VARIOUS ACTS :**

- 5.1. The Contractor shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time including:
  - 5.1.1. Contract Labour (Regulation and Abolition) Act
  - 5.1.2. Minimum Wages Act
  - 5.1.3. Payment of Wages Act
  - 5.1.4. Employees Provident Fund Act
  - 5.1.5. ESI/Workmen's Compensation Act
  - 5.1.6. Bonus Act
  - 5.1.7. Fatal Accident Act
  - 5.1.8. Gratuity Act
  - 5.1.9. Any other act, as applicable from time to time
  - 5.1.10. Police Verification

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of the contractor and the liability to be borne by the contractor.

All the relevant records / documents / registers /correspondences / recites etc. for the above may be produced for verification whenever desired by the Institute, kept ready for the official inspection.

- 5.2. The contractor shall have to strictly pay minimum wages as notified by the Asst. Labour Commissioner (Central) for Zone C i.e. remaining area of Gujarat, from time to time to his personnel. The payment of wages to the persons deployed by the Contractor may be witnessed by an accredited representative of the Institute.
- 5.3. The contractor shall obtain valid license under the Contract Labour (R & A) Act 1970 and contract labour (Regulation and abolition central rules 1971) before the commencement of work and continue to have valid license during the currency of the contract if more than 20 workmen are engaged.

**6. GST :**

You will be required to indicate applicable GST in the Rate Schedule (Annexure – III).

**7. EARNEST MONEY DEPOSIT (EMD) :**

The Bidder shall submit interest free Earnest Money Deposit (EMD) of `61,000/- (Rupees Seven Thousand Only) by way of Demand Draft issued in favour of "Institute for Plasma Research" and payable at Ahmedabad issued by Nationalised Bank/IDBI/AXIS/HDFC. Quotation received without EMD will be rejected.

**8. VALIDITY OF OFFER:**

The offer must be valid for 120 days from the date of opening of Tender.

**9. TENURE OF THE CONTRACT:**

- 9.1. Period of contract of O&M will be for 12 calendar months.
- 9.2. Tenure / Validity of contract may be extended for a further period of one more year with same rate and terms and conditions depending upon the performance of the contractor and directives of IPR.

**10. SECURITY DEPOSIT:**

The successful contractor will have to furnish to the Institute an interest free security deposit of 10% (Ten percent) of the accepted contract value in the form of Bank Guarantee from a Nationalised Bank or scheduled bank mentioned (IDBI/AXIS/HDFC/ICICI Bank) within 15 days from the date of Work Order valid through the tenure of entire contract. The Security deposit shall be forfeited in case the tenderer who is awarded the contractor does not commence the work within the time limit specified or fails to perform within the stipulated guidelines of the institute or fail to comply with any of the terms and conditions in the Work Order/contract

**11. JURISDICTION:**

The Contract/Work order shall be governed by the laws and statutes of India for the time being in force. The Contractor shall be fully responsible to comply with laws, rules and regulations in respect of workmen engaged by them. The Courts of Gandhinagar only shall have the exclusive jurisdiction to deal with and decide any legal or dispute arising out of this Contract/Work Order.

**12. DISPUTES:**

12.1. Except as otherwise specifically provided in the Contract / Work Order all disputes concerning questions of fact arising under the Contract / Work Order shall be decided by the Competent Authority of IPR subject to a written appeal by the contractor.

12.2. Any disputes or difference including those considered as such by only one of the parties arising out of or in connection with the Contract / Work Order shall be to the extent possible settled amicably between the parties. If amicable settlement cannot be reached then all disputed issues shall be settled by arbitration as set out in clause given hereunder.

**13. NDA (Non-Disclosure Agreement):**

Vendor needs to sign NDA (Non-Disclosure Agreement) as per IPR's IT security Policy before starting the work at IPR.

**14. AUP (Acceptable Usage Policy):**

All the deployed engineers / technicians by the contractor needs to sign AUP (Acceptable Usage Policy) as per IPR's IT security Policy before accessing the resources in NOC (Network Operations Center) Room.

**15.** All work of O&M shall be carried out in co-ordination with Officer-In-Charge for Data Center.

**16. NUIDANCE:**

The vendor shall not at any time do, cause or permit any nuisance on Site or do anything which shall cause unnecessary disturbance or inconvenience to IPR employees or occupants of other properties near the Site and to the general public.

**17. REMOVAL OF WORKMEN:**

The vendor shall employ in and about the execution of the Works only such persons as are skilled and experienced in their several trades and the Officer-in-Charge shall be at liberty to object to any person employed by the vendor in or about the execution of the Works who, in the opinion of the Officer-in-Charge, misconducts himself or is incompetent or negligent in the proper performance of his duties and such person shall not be again employed upon the Works without permission of the Officer-in-Charge.

**18. PAYMENT:**

Payment will be made on monthly basis after the month is over and subject to satisfactory services provided during the month. Vendor will be required to submit the Invoice along with service

report for each month, duly acknowledged/signed by Officer-In-Charge of this work in duplicate to process for the payment.

## **19. PENALTY:**

Failure to deploy the person(s) and other situations:

- 19.1. O&M Engineer: Rs.1000/- per day shall be recovered from the routine bill of the contractor.
- 19.2. Network cum BMS Engineer: Rs. 1000/- per day shall be recovered from the routine bill of the contractor.
- 19.3. Shift engineer / operator: Rs. 700/- per day shall be recovered from the routine bill of the contractor.
- 19.4. The above penalty shall be in addition to the consequential loss, if any, the Institute may incur for substituting the requirement for running the system in view of the failure of contractor to deploy the persons as per the contract.
- 19.5. IPR Officer-in-charge shall be the final authority to determine penalty. If the deployment failure is due to unforeseen reasons/causes, it may be approved by the Officer-In-Charge in writing after reviewing the nature of problem. The decision of Officer-In-Charge in this regard shall be final and abiding.
- 19.6. A penalty of Rs.100 /- per occasion shall be imposed if any contractor or contractor's person is found chewing Gutka/ Smoking Cigarette during the period of contract.
- 19.7. Contractor shall make his own arrangement for providing all facilities like accommodation, boarding, lodging, transport to site etc. for the persons deployed by the contractor for the purpose of this contract. The contractor shall submit details of vehicle being used for the transportation. For unauthorized travellers in the Institute's bus, penalty of Rs.800/-per person will be imposed.

## **20. MEDICAL FACILITIES:**

The vendor shall arrange adequate facilities for first aid and other medical treatment for his staff and workers engaged on this work. Subject to availability, the vendor may be permitted to use IPR's First Aid Facility.

## **21. SECURITY & SAFETY RULES:**

The vendor shall follow at site all security rules as may be framed by IPR from time to time regarding movement of materials and equipment to site, issue of identity card, control of entry of personnel and all materials. The vendor and his personnel shall abide by all security and safety measures imposed by the Officer-In-Charge or his duly authorized representative from time to time. Nothing extra will be payable on account of stoppage / hindrance of the work on this account.

## **22. TERMINATION OF CONTRACT:**

If the performance of the vendor on award of the contract is not found satisfactory during the validity period, IPR reserves the right to terminate the contract issuing two months' notice.

## **23. ARBITRATION:**

In the event of any dispute or difference arising under this Contract / Work Order, the matter shall be referred to the Director, IPR for settlement.

Despite the above procedure, in the event of the dispute not being resolved/settled amicably between the Parties, the dispute shall be finally settled by a Sole Arbitrator to be appointed by both parties in accordance with the Arbitration and Conciliation Act, 1996, Arbitration and Conciliation (Amendment) Act, 2015 as amended from time to time

- 24.** Late / Delayed tenders will not be accepted. Incomplete tenders may be rejected at the discretion of IPR
- 25.** IPR reserves the right to place order on a single party or to split the order at its sole discretion.
- 26.** The Director, IPR reserves the right to accept or reject any quotation/tenders fully or partly without assigning any reason.

We agree to the above terms and conditions.

Place:

Date:

seal

Signature of Bidder with

Note: A copy of our terms and conditions duly signed should accompany your quotation.