

**GOVERNMENT OF INDIA
DEPARTMENT OF ATOMIC ENERGY
RAJA RAMANNA CENTRE FOR ADVANCED TECHNOLOGY**

SECTION-I : PRE-QUALIFICATION CUM NOTICE INVITING E-TENDER

Chief Administrative Officer, P.O.RRCAT, Indore on behalf of President of India invites online item rate tender (**in two bids**), from eligible reputed contractors those having adequate experience and capabilities to execute similar works for “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony for a period of one year**”. An agreement will be entered into with the selected contractor for a period of one year in the first instance, which may be extended on each occasion for one year upto a maximum of two years on same Terms and conditions in Raja Ramanna Centre for Advanced Technology (RRCAT), Department of Atomic Energy (DAE), Indore.

Name of work	:- Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony.
Estimated cost	:- ₹ 2.36 Lakhs/-
Earnest Money Deposit (EMD)	:- ₹ 4,720/- in the form of DD / Banker's cheque/ FDR of any Scheduled bank in favour of Pay & Accounts officer, RRCAT
Time period	:- 1 Year

INFORMATION AND INSTRUCTIONS FOR BIDDERS FOR e-TENDERING

PART A: GUIDELINES FOR E-TENDERING :-

1.	It is mandatory for all the applicants to have class-III digital signature certificate from any of the licensed Certifying Agency to participate in e-tendering
2.	In order to participate in online e-tendering process, it is mandatory for the applicants to have user ID & password to get access to the website <u>www.tenderwizard.com/DAE</u> . The applicants have to get registered their firm / company with the service provider, M/s ITI Limited for user ID & password. The registration shall be done by paying an annual registration fees to M/s ITI Limited and completing other formalities as mentioned in website. Validity of online registration is for one year from date of its issuance and be subsequently renewed. For assistance/clarifications please contact mobile 8602465460, e-mail: twhelpdesk777@gmail.com
3.	The applicants, who have already obtained such valid user ID and password from M/s ITI Limited, for any other work of DAE, need not obtain fresh user ID and password for the purpose of participation in the present tender.
4.	The services for e-tendering in RRCAT / DAE is provided by M/s ITI Ltd., Tender wizard Help Desk Centre, B-1/5A, 2 nd FloorMain Nazafgarh Road Near Janakpuri Metro Station (East) Janakpuri, NewDelhi-110058, FaxNo:91-11-25618721 Ph No: 011-49424365, e- mail : daehelpdesk@etenderwizard.co.in
5.	The tender shall be submitted online in the prescribed format before the date and time as mentioned in E-Tender. No other mode of submission is acceptable.

6.	<p>The applicants have to upload the details of DD towards the processing fees, before the last date & time and download the tender documents from the e-tendering portal only, otherwise, it will not be possible for them to upload the tender on the e-tendering portal.</p> <p>Note: Downloading the tender documents without confirmation of payment details on web site :www.tenderwizard.com/DAE shall not be valid and rejected summarily.</p> <p>Tenderers are advised to upload their documents well in time, to avoid last minute rush on the server or complications in uploading. RRCAT, in any case, will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.</p>
7.	<p>Online submission of the tender document after the due date and time shall not be permitted. Time being displayed on e-tendering portal of RRCAT shall be final and binding on applicant. No hard copies for tender submission shall be entertained.</p>
8.	<p>The Tenderers are advised to submit their documents online well before the due date & time. RRCAT shall not be responsible for any delay in submission of documents for any reason including server and technical problems.</p>
9.	<p>In case of any problem with the submission of the online tender document, the applicant may have the assistance of help desk or use the help manual given on the said website or mobile and e-mail mentioned above.</p>
10	<p>Bidders may please note the following <i>also</i> regarding taxes and other liabilities etc:</p> <p>(i) This work comes under Works Contract. Taxes applicable for such contracts must therefore be included in the quoted rates.</p> <p>(ii) The contractor should be registered as mandated in the law relevant to GST.</p> <p>(iii) The Goods & Services Tax (GST) as applicable for “individual materials, equipments, tools etc” and “individual items as well as overall offer” need to be included in the quoted rates/tender offer. Department shall not entertain any claim pertaining to reimbursement of GST, WCT, Turnover tax, Income tax, Corporation tax, Labour cess and all other taxes etc lawfully paid by the contractor.</p> <p>(iv) Applicable, Income Tax/Corporation Tax, Cess, Security Deposit, Goods Service Tax (GST), etc. shall be deducted from each monthly bill.</p> <p>(v) The bidder must possess valid EPF & ESIC registration as per relevant laws. The bidders need to deposit EPF & ESIC with concerned department. The reimbursement for the same shall be made upon submission of satisfactory & genuine documentary evidence. The bidder therefore need not consider EPF & ESIC in the quoted rates.</p> <p>(vi) The payment of wages to labourers should be made through bank.</p>

PART B: E-TENDERDETAILS:-

1	E-TENDER No.	E-TENDER No. 35/2/2018-GAC , Dated- 19.08.2020
2	Name of work	Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony.
3	Estimated cost put to tender	₹ 2.36 Lakhs/-
4	EMD	₹ 4,720/- in the form of DD / Banker's cheque/ FDR of any scheduled bank in favour of Pay & Accounts officer, RRCAT.
5	Tenure of Work	1 year. Can be extended for two year (on year to year basis) on same terms and conditions.
6	Tender Processing Fee	₹ 590/- , by e-payment through electronic mode (Non-refundable) in favour of M/s ITI Limited, New Delhi.
7	Security Deposit	2.5% of tendered amount in the form of DD / Banker's cheque / FDR of any scheduled bank in favour of Pay &

		Accounts officer, RRCAT or recovery will be made from the bill @ 2.5% on gross value from each monthly bill.
8	Performance Guarantee	5% of tendered value in the form of DD / Banker's cheque/ FDR of any scheduled bank in favour of Pay & Accounts officer, RRCAT
9	Dates of availability of Tender Documents for download	From 24.08.2020 (10:00 Hrs.) to 14.09.2020 (15:00 Hrs.) on website < www.tenderwizard.com/DAE > Details of E-tender is also available on website < www.rrcat.gov.in >
10	Pre-bid clarification by agencies if any	The contractors are requested to send their Pre-bid queries by email not later than 15.09.2020 . Pre-Bid meeting will be held on 22.09.2020 in the office of Chief Administrative Officer, RRCAT, Indore 452013. The Pre-Bid clarifications will be uploaded in Tenderwizard website by 25.09.2020. Participation in pre-bid meeting is not mandatory.
11	Last date and time of closing of uploading / online submission of tender. (First Stage) including scan copy of DD/FDR towards EMD.	Up to 15:00 hrs. on 01.10.2020.
12	Submission of EMD in original and copies of eligibility documents.	EMD in the form of DD / Banker's cheque/ FDR of any scheduled bank in favour of Pay & Accounts officer, RRCAT in original need to be furnished at any time from 09.00 hours on 08.10.2020 to 09.10.2020 (15:00 hrs) during working days in the Office of Pay & Accounts Officer, PO-RRCAT, Indore 452013. EMD should be submitted preferably in person. However EMD sent by SPEED POST only will also be considered provided the same is received within due date & time at above office. <i>EMD sent through any other modes shall not be accepted.</i>
13	Date and time of online opening of all scanned commercial/technical documents after finding that scanned EMD is in order (Technical bid)	15:30 hrs. on 15.10.2020 in the Office of Pay & Accounts Officer, PO-RRCAT, Indore 452013.
14	Date of opening of Financial Bids of qualified bidders (Financial bid)	Will be notified at a later date to such eligible bidders whose credentials are in order.

Note : Department reserves the right to accept or reject the tender(s) in full or in part, without assigning any reason thereof. Tenders with any condition including conditional rebate shall be rejected forthwith.

PART C: CRITERIA / TENDER REQUIREMENTS FOR ELIGIBILITY:-

The following conditions must be fulfilled by the Tenderer to be eligible for undertaking the AMC:-

1	Contractors who fulfil the following requirements shall ONLY be eligible to apply. (Joint ventures are not accepted).
2	The Tenderer must have in his/its name as prime Tenderer experience of having successfully completed similar works during the last <u>3 years</u> ending last day of the month previous to the one in which E-TENDER has been published should be either of the following: i) Three similar completed works, each costing not less than the amount equal to 40% of the estimated cost <u>or</u> ii) Two similar completed works, each costing not less than the amount equal to 60% of the estimated cost <u>or</u> iii) One similar completed work of similar nature costing not less than the amount equal to 80% of the estimated cost.
3	Similar work for the purpose of this contract is “ Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony ” in Central /State Government, Central or State Public Sector Undertaking / Very reputed Private Sectors.
4	The work experience of the Tenderer for those works only shall be considered for evaluation purposes, which are completed before the last date of month before one in which e-tender has been published. Hence, the works which are incomplete/ ongoing, as on the last date of month previous to one in which e-tender has been published, shall not be considered against eligibility.
5	In case the work is started prior to the eligibility period of 3 years (counted backwards starting from the last day of month previous to the publication date of e-tender) and completed within the said eligibility period of 3years, then the full value of work shall be considered against eligibility.
6	The Tenderer should have at least 2 ongoing / running contracts as on date. Work order copies to be furnished in each case: including [5] &[6].
7	Certified copies from Chartered Accountant of firms Profit & Loss A/c & annual Turnover for the last 3 financial years should be at least 100% of the estimated cost of the Tender amount alongwith GST.
8	Should not have incurred any loss in more than two years during the last five years ending 31st March 2020.
9	The Tenderer shall produce Bank Solvency Certificate for an amount of 40% of the estimated cost as on 31.12.2019 valid for one year.
10	Partnership Deed or Proprietorship deed or Memorandum/ Article of Association as the case may be shall be submitted as documentary evidence in support of the eligibility of the Tenderers.
11	CERTIFICATES: (Scanned copy of original certificates to be uploaded). Please see part D also. i) Registration Certificate. ii) Labour license for at least 100 persons, applicable of labour license if applicable as per labour law. iii) Income Tax Certificate. iv) GST Registration. v) PAN (Permanent Account Number) Registration. vi) Employees Provident Fund and Employees state insurance scheme Registration. vii) Any other registration as applicable to the firm.

12	<p>UNDERTAKING as under:-</p> <p>I/We undertake and confirm that eligible similar work(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 DAE 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. (Scanned copy to be uploaded at the time of submission of bid).</p>
13	<p>The intending bidder must read the terms and conditions as per “E-Tender” OF “CONDITIONS AND CLAUSES OF CONTRACT” carefully. He should only submit his bid if he considers himself eligible and he is in possession of all the documents required.</p> <p>Department reserves the right of Non-consideration of Tender documents of the agencies who are not fulfilling the E-TENDER stipulations and / or having adverse report on the works carried out by them in the past.</p>
14	Information and Instructions for Tenderers posted on website shall form part of tender document.
15	The tender document to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents may be seen and downloaded from website www.tenderwizard.com/DAE free of cost. The detailed e-tender can also be viewed & downloaded from www.rrcat.gov.in.
16	The bid can only be submitted after uploading the mandatory scanned documents such as Demand Draft or Pay order or Banker’s Cheque or Deposit at call Receipt or Fixed Deposit Receipts and Bank Guarantee of any Scheduled Bank towards cost of tender document and EMD in favour of “ PAY AND ACCOUNTS OFFICER, RRCAT, INDORE ” and Processing Fee in favour of “ ITI LIMITED, NEW DELHI ” and other documents as specified.
17	On opening date, the contractor may login and see the bid opening process.
18	Certificate of Financial Turn Over: At the time of submission of bid, contractor may upload Undertaking / Certificate from CA mentioning Financial Turnover of last 3 years or for the period as specified in the bid document.
19	Contractor must ensure to quote rate of each item. The column meant for quoting rate in figures appears in YELLOW colour and the moment rate is entered, it turns SKY BLUE . In addition to this, while selecting any of the cells a warning appears that if any cell is left blank the same shall be treated as “0” . Therefore, if any cell is left blank and no rate is quoted by the bidder, rate of such item shall be treated as “0” (ZERO).
20	In the case of bids in three stage system and if it is desired to submit revised financial bid then it shall be mandatory to submit revised financial bid. If not submitted then the bid submitted earlier shall become invalid.
21	The Department reserves the right to accept / reject any prospective application without assigning any reasons thereof.
22	Short listing of the agencies shall be subject to thorough verification of their credentials by RRCAT.
23	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 RRCAT.
24	NO MODIFICATIONS IN THE TENDER SHALL BE ALLOWED AFTER OPENING OF PART ‘A’.
25	If any tenderer withdraws his tender within the validity period and before award of work whichever is earlier or make any modifications in terms and conditions of the tender which are

	not acceptable to the department, then the government shall without prejudice to any 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 the re-tendering process of the work.
26	<p>The successful bidder whose tender is accepted will be required to obtain Police verification certificate (PVC) issued by the office of the Superintendent of Police of concerned District his own cost for his all workmen i.e. Engineers, supervisors and labourers to work inside RRCAT and should quote accordingly. The PVC will be valid for three years.</p> <p>In case of receipt of any adverse charter and antecedent remarks/notification against the contractor/company/firm/proprietor and/or his contract personnel, consequent to the security vetting, RRCAT reserved absolute right to terminate the contract forthwith without assigning reason/show cause notice. Under the circumstances the contractor will have no right to claim good any loss/liability that may be incurred as consequence to the above action initiated by RRCAT. RRCAT also reserved the right to forfeit in part/full performance guarantee and/or security deposit in possession of the government for failure on the part of the contractor to abide/adhere to the security instruction issued by DAE/RRCAT from time to time.</p>

NOTE: PROSPECTIVE AGENCIES SHALL SATISFY THEMSELVES OF FULFILLING ALL THE E-TENDER CRITERIA BEFORE SUBMISSION OF TENDER. DEPARTMENT RESERVES THE RIGHT OF NON-CONSIDERATION OF TENDER OF THE AGENCIES NOT FULFILLING THE STIPULATED CRITERIA.

PART D : LIST OF DOCUMENTS TO BE SCANNED & UPLOADED

1	Financial Turn Over of three years preceding financial year 2019-20 duly certified by CA
2	Profit & Loss statements of last 5 years preceding financial year 2019-20 duly certified by CA
3	Latest Bank Solvency Certificate not older than 31.12.2019.
4	List of WORKS including SIMILAR Works completed in last 5 years counted from last date of submission of bid indicating: i) Agency for whom executed ii) Value of Work, iii) Stipulated and actual time of completion.
5	List of WORKS in Hand indicating: i) Agency ii) Value of Work, iii) Stipulated time of completion / present position.
6	List of similar contracts in hand.
7	Certificates:
i)	Registration certificate, if any
ii)	License for the same work
iii)	Certificates of Work Experience / Performance Certificates
iv)	Income Tax Certificate.
v)	Certificate of Registration for EPF/ESIC/Tax / GST all as applicable.
vi)	PAN (Permanent Account Number) Registration
8	Undertaking that the eligible similar work(s) have not been executed through another contractor on back to back basis.
9	Demand Draft of any Scheduled Bank/ e payment details towards cost of Processing Fee.
10	FDR from any Scheduled Bank against EMD.
11	Bank Guarantee of any Scheduled Bank against part EMD if any.
12	Undertaking for having gone through the documents as per Technical Bid.
13	Undertaking that stipulations of Pre bid clarifications issued by the Department have been accounted for.
14	Copy of Pre bid clarifications issued by the Department need to be signed by the bidder followed by scanning & uploading in the Technical Bid before submission of bid.

Note: The bidder need to furnish physical EMD; only after submission of online bid but well before last stipulated date & time. If the date of submission of physical EMD and opening of tender is declared as holiday, then these dates may be treated as next working day. The dates of online activities shall however remain unchanged.

PART E : INSTRUCTION TO THE TENDERERS

1.	<p>The tender should be accompanied by the following:-</p> <ul style="list-style-type: none"> a) Latest original Income Tax Clearance Certificate issued by the Income Tax Officer of the Circle concerned under the seal of his office. b) List of parties to whom similar services have been provided by the tenderer, with testimonials and certificates from the clients. c) Name of the Banker and Solvency certificate from bankers or equivalent in support of financial standing.
2.	<p><u>Earnest Money Deposit</u></p> <p>Every tenderer shall furnish an earnest money deposit for Rs. 4,720/- (Rs. Four Thousand Seven Hundred Twenty Only) in the form of DD / Banker's cheque/ FDR of any scheduled bank in favour of Pay & Accounts officer, RRCAT. Tenders not accompanied by the same are liable to be rejected.</p>
3.	<p>The tenders shall be kept valid for a period of One year from the date of opening. 1 year Can be extended for two year (on year to year basis) on same terms and conditions on mutual concern.</p>
4.	<p>Rates are required to be quoted separately in the schedule enclosed, in words and figures both.</p>
	<p><u>Please note the following :-</u></p> <ul style="list-style-type: none"> i). The contractor should be registered as mandated in the law relevant to GST. ii).The wages for the preceding month are to be deposited in the bank A/C of each labourer /worker /workmen on or before seventh of subsequent month. Hence Tenderer shall ensure that all the contract workers are having a bank account and also facilitate worker for opening the account.
5.	<p><u>One Bid Per Bidder</u></p> <p>Each bidder shall submit only one tender either by himself or as a member of consortium. If a bidder or any one of the members of the consortium submit more than one bid, the bids are liable to be rejected.</p>
6	<p><u>Cost Of Bid</u></p> <p>The bidder shall bear all costs associated with the preparation and submission of the bid and RRCAT will not be responsible or liable in any way for the same regardless of the outcome of the tender process.</p>
7	<p><u>Bid Prices</u></p> <p>The contract shall be for all the works as mentioned under Scope of Work of this Tender Document. The rates quoted by the bidder minimum wages applicable for the whole duration of</p>

	the service contract.
8	<p><u>Validity of Tender:</u></p> <p>The tender for the work shall remain open for acceptance for a period of 180 days from the last date of submission of tenders. A bid submitted for a bid validity of shorter period may be rejected by RRCAT as non responsive. If any tenderer withdraws his tender before the said period or issue of Letter of Intent, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Centre, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money absolutely. Further the tenderer shall not be allowed to participate in the tender/retender process of the work.</p> <p>In exceptional circumstances, prior to expiry of the original time limit, the Employer may request that the bidders may extend the period of validity for specified additional period. The request and the bidder's response shall be made in writing. The bid security provided shall also be extended suitably. The bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will not be required or permitted to modify his offer</p>
9	<p><u>Site visit by the tenderer before tendering:</u></p> <p>Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders in general and obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender or profit in case of successful bidder. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed.</p>
10	<p><u>Other Conditions:</u></p> <p>a) The tenderer shall give a list of both Gazetted and non-gazetted employees in DAE, who are related to him. The contractor shall not be permitted to tender for works in the Department (responsible for award and execution of contracts) in which his near relative is posted as equivalent to Accounts Officer or as an officer in the capacity of grades Administrative Officer and above. He shall also intimate the name of persons who are working with him in any capacity or are subsequently employed by him and who are near relative to any gazetted officer in the Department of Atomic Energy. Any breach of this condition by the contractor would render him liable to be barred from tendering in this Department.</p> <p>No Engineer of Gazetted rank or other Gazetted Officer employed in Engineering or Administrative duties in an Engineering Department of the Government of India is allowed to work as contractor for a period of one year after his retirement from Government Service, without the previous permission of the Government of India in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found at any time to be such a person who had not obtained the permission of the Government of India as aforesaid before submission of the tender or engagement in the contractor's service.</p> <p>b) The period of work shall be carried out for one year commencing from 21.10.2020 to 20.10.2021 or (from the date of issue of Work Order). The said contract may be extended for two years (on year to year basis) on the same terms and conditions based on the performance of the contractor.</p> <p>c) The Tenderer is required to submit Tender along with EMD in the form of Fixed Deposit Receipt (FDR) or Demand Draft or Banker's Cheque or Pay Order of any scheduled bank in favour of "Pay & Accounts Officer, RRCAT".</p> <p>d) GST and other Taxes will be paid as applicable from time to time on production of documentary proof.</p>

11	<p><u>Scope of Work:</u></p> <p>a) <u>DESCRIPTION OF WORK / JOB SPECIFICATIONS:</u></p> <p><u>Scope of works :</u></p> <ol style="list-style-type: none"> 1. All technical support will be provided free of cost during the AMC period . 2. During the entire period of AMC the “Surveillance System in RRCAT Residence Colony” has to run as per its full capabilities as mentioned in the manufactures product specifications. 3. During the currency of the contract, regular maintenance visit of equipment with a reasonable interval shall be carried out. However for any emergency breakdown call from user shall be attended to immediately but not later than 24 hours and at no extra cost. 4. Repair and service the equipment on the customer’s request within reasonable time of receipt of communication from the customer, replace any number of parts (of any value) if required for proper functioning of “Surveillance System in RRCAT Residence Colony”. Any parts replaced shall be of serviceable quality. All parts removed shall become the property of RRCAT. 5. Provide the said services during office hours on all working days. However for any emergency breakdown, the service shall be provided on Saturdays and Sundays too. 6. Be entitled with any let or hindrance to depute its employee or authorized representative to enter the Customer’s premises at all reasonable time to inspect and service the equipment. 7. Not be liable in any manner whatever to the customer in the event of Contractor being prevented or delayed in performance of any of its obligation under the contract due to conditions constituting Force Majeure which shall include but not be limited to strikes, lock-outs, concerted action by workmen, breakdown of communication etc. 8. Periodicity of routine visit: During the currency of the contract Monthly Preventive & Corrective Servicing should be carried out (i.e. 2 visits/ servicing and any number of breakdown call throughout the year
12	<p><u>TECHNICAL BID QUALIFICATION CRITERIA</u></p> <p>1) The Tenderer/Service provider must fulfill the following technical specifications in order to be eligible to be clearing the technical evaluation of the bid:</p> <p>a) The office of the service provider should be located in Indore (M.P.).</p> <p>b) In case of partnership firm, a copy of partnership deed, or General Power of Attorney (GPA) duly attested by a Notary Public should be furnished on stamped paper duly sworn in and affirmed by all the partners admitting execution of the partnership agreement of the GPA. The attested copy of the certificate of registration of service provider should also be furnished alongwith the tender.</p> <p>c) The service provider should have an experience of at least three years in providing the services of supply of “Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony” at least in three Govt. Ministries/Department/PSU/ Very reputed Private Sectors. A complete list of clients served during the last 03 years (year-wise) shall be provided alongwith the value of contracts executed.</p> <p>d) The total turnover of the service provider for providing “Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony” for each of the years during the preceding 03 (three) financial years should not be less than Rs.2.36 Lakhs (Rupees Two Lakhs Thirty Six Thousand Only) including GST, each year. Copies of turn over statements duly certified by the Chartered Accountants are to be furnished with the technical bid and copies of Income Tax Returns for the last three years, i.e. 2016-2017, 2017-18 and 2018-19 should also be submitted.</p> <p>e) The service provider should have their own Bank Account. The certified copy of the account</p>

	<p>maintained for the last one year issued by the Bank shall be furnished with bid documents.</p> <p>f) The interested service providers/bidders should also be registered with ESI, PF, GST, Labour and Income Tax Authorities. Certified copies of the registration shall be furnished alongwith the bid documents.</p> <p>g) Self attested copy of the PAN card of the bidding service providers shall be furnished with the bid document.</p> <p>h)The service provider/Tenderer should not have been blacklisted by any Ministry/Department/Organisation of the Government of India. The tendering service provider/bidders shall have to give a notarized affidavit on a stamp paper of appropriate value of the effect that they have not been blacklisted or their business dealings with the Government Ministries/Department/Organisation have not been banned. The affidavit should be furnished with bid documents.</p> <p>i) A copy of the tender document should be duly signed and stamped by the bidder in all pages thereby conveying his/her acceptance of all the terms and conditions mentioned therein, and submit it with the technical bid document.</p> <p>2) If it is found that the information/certificates furnished by the participating service providers is incorrect/wrong or bogus, the service provider shall be blacklisted, its bids will be ignored and EMD/Performance security will be forfeited.</p> <p>3) Technical specification is attached as Annexure.</p>
13	<p><u>FINANCIAL BID</u></p> <p>i). Complementary service by any service provider is not acceptable. If any service provider quotes the Administrative Service Charges as zero/nil, it shall not be treated as valid quote and shall result in summarily dismissal of the financial bid even though the service provider otherwise technically qualified.</p> <p>ii). The Administrative Service Charges per month quoted by the service provider in the financial bid shall be commensurate with the administrative and supervisory efforts required for executing the contract.</p> <p>iii). The financial bid will be evaluated and L1 will be decided on the basis of the “Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony” quoted by the service provider.</p> <p>iv).The experience and performance of the bidders for providing services for “Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony” in the Central/State Government Ministries/Departments/PSUs/ Very reputed Private Sectors shall be considered, if necessary, at the time of evaluation of financial bid.</p> <p>v).The Department /Organization shall correct (increase or decrease) the rates of statutory payments if there is a variation in the rates quoted by the bidder and those notified by the Government.</p>
	<p><u>Note :</u></p> <p>i) The Government shall be under no obligation to accept the lowest or any other tender and shall be entitled to accept or reject any tender in part or full without assigning any reason whatsoever.</p>

ii) The rates quoted by the tenderer may be accepted in full or in part and notwithstanding that the tender has not been accepted in full, the tenderer shall be bound to provide services as may be accepted by the Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology, Department of Atomic Energy, Indore-452 013.

iii) The contract will be for a period of one year from the date from which the contract is made effective and may be extended for a period of one year on each occasion upto a maximum of 2 years at the discretion of Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology. The Government may terminate the contract at any time without assigning any reason thereof by giving one months' notice.

iv) No request for revision of the administrative charges by the contractor will be entertained during the period of contract.

v) The successful tenderer shall enter into an agreement with RRCAT as per the e-tender.

vi) Tender condition with erasing or alterations will not be considered.

vii) The tenderer shall, in a separate sheet to be annexed to the tender, furnish in case the tenderer is a partnership firm or a Hindu Undivided Family, the names and full particulars of the partners or members thereof. The tender must be signed by the authorised official of the company:-

a) In the event of the tenderer being a sole proprietary concern, by the sole proprietor or by an entity duly authorised to enter into and sign agreements on his behalf including reference of disputes arising under or relating to such agreements to arbitration by a power of attorney signed by the proprietor and authenticated by a Notary Public or Magistrate.

b) In the event of the tenderer being a partnership firm by the Managing Partner duly authorised or by an entity duly authorised to enter into and sign agreements on behalf of the partnership firm including reference of disputes arising under or relating to such agreements to arbitration by a power of attorney duly executed by the partners and authenticated by a Notary Public or Magistrate.

c) In the event of the tenderer being a limited company under the common seal of the company or by an entity duly authorised to enter into and sign agreements on behalf of the company including reference of disputes arising under or relating to such agreements to arbitration by a power of attorney executed under its common seal and authenticated by a Notary Public or Magistrate.

d) In the event of the tenderer being a Hindu Undivided Family, by the Karta of the Hindu Undivided Family or his entity duly authorised to enter into and sign agreements including reference to disputes arising under or relating to such agreements, to arbitration by a power of attorney executed by the Karta of the Hindu Undivided Family and authenticated by a Notary Public or Magistrate.

e) When the tender is signed by an attorney of the sole proprietor of a concern or when the tender is signed on behalf of partnership firm by an attorney as provided in sub clause (a) and (b) above, the original power of attorney appointing the said attorney shall be supplied along with the tender. If the tender is executed on behalf

	<p>of a limited company by its attorney as provided in sub clause (c) above, the original power of attorney along with a resolution (if it is so required under its Articles of Association) authorising the affixation of its common seal on the power of attorney and a copy of its Articles of Association shall be appended with the tender.</p> <p>vii) Failure on the part of the contractor to comply with any of the instructions contained in the above clauses while submitting the tender shall render the tender being rejected.</p>
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PART F : TERMS AND CONDITIONS

1	<p><u>Period of contract</u></p> <p>The Contract shall commence on the date of entering into the agreement and shall remain in force (unless terminated earlier as provided in the agreement) for a period of one year which may be extended further for a period of one year on each occasion up to a maximum of two years at the discretion of the Competent Authority. Chief Administrative Officer, RRCAT reserves the right to terminate the contract at any time by giving one month notice.</p>
2	<p><u>Right to enter into parallel contract.</u></p> <p>2.1 Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology, Indore or his authorized representative reserves the right to enter into a parallel contract with any other party as and when considered desirable and necessary during the currency of the contract.</p> <p>2.2 If the contractor fails at any time to render the services under this contract satisfactorily in the opinion of Chief Administrative Officer, RRCAT, whose decision shall be final and binding on the contractor, he may at his option get the work done by other parties at contractor's risk and cost. In such an event, the contractor is liable to reimburse the loss/extra expenditure incurred by the Chief Administrative Officer, in this regard but is not entitled to saving, if any, on this account.</p>
3	<p><u>Performance Guarantee and Security Deposit and their forfeiture</u></p> <p>3.1 The successful Tenderer, on acceptance of letter of intent, shall within 15 days arrange to deposit an amount equal to 5% of the tendered and accepted value of the work (without limit) as 'Performance Guarantee' in the form of Bank guarantee / Fixed deposit receipts of scheduled bank or in the form of Government Securities.</p> <p>3.2 The security deposit shall be collected by deductions from the current bill of the contractor at the rate of 2.5% of the gross amount of the bill lumpsum payment criteria and the earnest money that is deposited at the time of tender shall be refunded after receipt of performance Guarantee.</p> <p>3.3 In case the tenderer fails to deposit the Performance Guarantee amount in prescribed form on prescribed date within the stipulated period, and or fails to commence work awarded to him, the Earnest Money Deposit of Rs. 4,720/- (Rs. Four Thousand Seven Hundred Twenty Only) in the form of DD / Banker's cheque/ FDR of any scheduled bank in favour of Pay & Accounts officer, RRCAT furnished by him shall be forfeited to the President of India. Similarly, the Security Deposit shall be forfeited or appropriated towards any loss sustained by the Centre as a result of any breach of the terms and conditions by the contractor. The Security Deposit, shall,</p>

	<p>however, be returned to the contractor on due and satisfactory performance of work and on completion of all obligations by the contractor under the terms of the contract and his submitting a No Demand Certificate from the Chief Administrative Officer, RRCAT.</p> <p>3.4 Chief Administrative Officer, RRCAT will not be liable for payment of interest on the Security Deposit, performance guarantee or any depreciation thereof for the period it is held by the Raja Ramanna Centre for Advanced Technology, Indore.</p> <p>3.5 Income tax and GST shall be deducted as per the Govt. rules from monthly bills. Alternatively, instead of deduction from running bill the said part of Security Deposit will also be accepted in the form of Governments Securities, DD/Fixed Deposit Receipts of any Scheduled Bank alongwith Performance Guarantee. The Security Deposit shall be endorsed in favour of the Pay & Accounts Officer, RRCAT. RRCAT reserves the right to recover / adjust any amount which may be due from the Tenderer from their earnest money, security deposit, against any payment due to them from RRCAT.</p>
4	<p><u>Subletting of the contract</u></p> <p>The contractor shall not sublet, transfer or assign the contract or any part thereof, without the previous written approval of Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology, Indore.</p>
5	<p>The bills for payment will have to be submitted in duplicate to the Administrative Officer-III, RRCAT by the Contractor by the 15th day of the following month.</p>
6	<p><u>Arbitration</u></p> <p>6.1 All disputes and differences arising out of or in any way touching or concerning the agreement whatsoever shall be referred to the sole arbitration of the Director, RRCAT or to the sole arbitration of such other person as is nominated by the said Director, RRCAT. There shall be no objection if the arbitrator is an officer of the Raja Ramanna Centre for Advanced Technology or if he has to deal with the matters to which this agreement relates, in the course his duties as an employee of Raja Ramanna Centre for Advanced Technology or he had expressed views on all or any of the matters in dispute. The award of the Director, RRCAT or the arbitrator appointed by him in this regard shall be final and binding on both the parties to this agreement.</p> <p>6.2 It is a term of the contract that in the event of the Director, RRCAT, to whom the matter is originally referred being transferred or vacating his office or for any other reason, his successor in office shall be deemed to have been appointed as the sole arbitrator in accordance with the terms of this contract. He/She shall be entitled to proceed with reference to the stage at which it was left by his predecessor.</p> <p>6.3 To these proceedings the provisions of Indian Arbitration Act, 1940, as amended from time to time shall apply.</p>
7	<p><u>Jurisdiction.</u></p> <p>The courts of law situated in Indore alone shall have jurisdiction to adjudicate on matters arising out of this contract.</p>
8	<p><u>Definition</u></p> <p>8.1 The term "Contract" shall mean the communication signed on behalf of the President of India by an Officer duly authorised to do so intimating the acceptance of the tender on behalf of the President of India and containing the terms and conditions mentioned or</p>

	referred to in the said communication accepting the tender or offer of the contractor for Providing Sundry Services to the Raja Ramanna Centre for Advanced Technology, Indore. 8.2 A month means a calendar month.
9	<u>Saving</u> Chief Administrative Officer, RRCAT reserves the right to decide on any matter arising out of this contract, but not covered specifically by any of the conditions mentioned above and his/her decision thereon shall be final and binding on both the parties.
10	<u>Paying Authority :</u> The paying Authority is Pay and Accounts Officer , Raja Ramanna Centre for Advanced Technology PO: CAT, Indore (MP)452013.
11	<u>Payment Terms :</u> The contractor/party shall submit the following documents to the paying authority for releasing the payment quarterly. i. Invoice/bill in duplicate duly pre-receipted on one rupee revenue stamp. ii. A certificate from the user that the contract has successfully and satisfactorily executed by the contractor during the quarter for which payment is claimed. iii. The documentary evidence in support of the payment of GST shall be reimbursed on production of documentary evidence. The contractor /party shall accordingly be required to submit a copy of challan .
12	<u>Income tax :</u> The income tax and surcharge thereon as applicable will be deducted from the payment as per the existing file.
13	<u>Penalty and confidential clauses :</u> 1) In case of non- performance of service maintenance, no payment shall be made and penalty for such non-performance shall be levied as per full quoted rate per unit basis. 2) In case of under performance pro-rata payment shall be made however penalty for such under performance shall be levied as per the full quoted rate per unit basis. 3) The total penalty shall however be limited to 10% of the annual contract. 4) Any information shall not be disclosed to any third party concerning the matters under the contract. Any information identified as 'proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party without the prior written consent of the original disclosing party. 5) Under 'Restricted Information Categories of section 18 of the Atomic Energy Act 1962 and the Official Secret Act 1923, any contravention of the above mentioned provision by any contractor, sub contractor, consultant, advisor or the employee of the contractor will invite personal consequences under the aforesaid legislation. 6) The contractor shall not use RRCAT's name for any publicity through public media like press, radio, television or through internet without prior written permission of RRCAT.

14	<p><u>Completion Report :</u></p> <p>A completion report may please be forwarded to this office with copy of the user department after completion of the last servicing of the contract certifying that the equipment have been serviced as per the terms and conditions of the contract and also with your proposal for extension of the contract if any indicating our contract number and date of consideration well before expiry of the contract.</p> <p>Please ensure that the reference of our service contract is quoted in all your correspondence and bills related with this contract.</p> <p>Kindly acknowledge the receipt and confirm that the servicing will be carried out as per the terms of the contract.</p>
30	The contract will be for a maximum period of one year, which can be extended for two years (on year to year basis) on the same terms & conditions, depending upon the performance of the tenderer and the requirement of the Centre.
31	The tenderer shall make an undertaking to provide the services for the entire duration regularly, failing which the Performance Security Deposit and such other amounts that may be due from this Centre to the tenderer shall stand forfeited.
32	If, at any point of time, the services being provided by the tenderer are found to be unsatisfactory in any manner, RRCAT will have full authority to discontinue the services of the tenderer by giving notice of 30 days. The decision of RRCAT shall be final and binding on the tenderer
43	The Contract can be renewed at the appropriate time depending upon the requirement of RRCAT and performance of the tenderer during the contract period.
44	Chief Administrative Officer, RRCAT reserves the right to reject any/all offers without assigning any reason thereof.
45	<p><u>Other Terms & Conditions:</u></p> <p><u>45.1 Acceptance of Bid:</u></p> <p>a) Acceptance of bid by RRCAT shall be communicated to the Tenderer through a 'Letter of intent', followed by detailed Work Order on submission of Performance Guarantee, which shall form part of the Contract. Failure and negligence to accept the 'Letter of Intent' on the part of the Tenderer shall entitle RRCAT to forfeit the Earnest Money Deposit (EMD) submitted by the Tenderer. The decision of RRCAT in this regard shall be final and binding.</p> <p>b) No intimation shall be sent to the unsuccessful Tenderers. However, the EMD shall be refunded without interest to the unsuccessful Tenderers within 30 days from the date of issue of 'Work Order'.</p>

45.2 Security Regulations:

a) The Tenderer has to follow strictly the security regulations prevailing in the areas from time to time, especially in regard to the working hours and entry permits. All the workers of the Tenderer should be in a possession of identity cards (to be arranged by the Tenderer) in order to ensure that unauthorized persons do not enter into work site. Any breach of regulations will be viewed seriously.

45.3 Levy of Liquidated Damages:

a) RRCAT shall be within its right to levy on the Tenderer the compensation as Liquidated Damages, to cover the total cost incurred by it for making alternative arrangements for the delays attributable to the Tenderer, non-providing services to RRCAT.

b) In assessing the compensation as Liquidated Damages the decision of the RRCAT shall be final and binding.

c) The amount of the Liquidated Damages shall be adjusted and set against the sum of money payable to the Tenderer under this contract or any other contract with RRCAT.

d) In case the service is not carried out as specified in the Scope of Work, appropriate penalty as decided by RRCAT will be levied for each default. This is without prejudice to any other action to be taken in terms of the Contract.

e) RRCAT may either Levy Liquidated Damages or impose Penalty or both as decided by RRCAT

45.4 Termination:

a) RRCAT shall have the right, any time during the duration of the contract to suspend, terminate or cancel the services of the Tenderer by giving written notice of not less than 30 days to the Tenderer. Termination of Contract can be on any of the following :

i) default by Tenderer.

ii) failure to for execution of the services of “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony**”

iii) failure to perform any other obligation(s) under the contract.

iv) failure to take remedial action for its failure within the period given by RRCAT.

b) In the event, the contract is terminated due to reasons of unsatisfactory performance, negligence or inordinate delay in providing of services, RRCAT shall be free to retain the Security Deposit fully or partially.

c) The right to terminate the contract shall be vested with RRCAT without prejudice to any other remedy for breach of contract either available under the contract or the law of the land.

d) In case RRCAT terminates the contract in whole or part, RRCAT shall not pay any compensation in any form to the Tenderer for the balance period of contract.

e) The Tenderer / Contractor may withdraw from the contract by giving 90 days of notice in writing to RRCAT with reasons for termination of contract.

45.5 Foreclosure of the Contract:

a) It shall be within the authority of RRCAT, at any time after acceptance of the bid or during the execution of the work, to foreclose or reduce the scope of the work, for any reason whatsoever, either partly or wholly by giving the written notice of not less than thirty days to the Tenderer. In such an event, the Tenderer shall have no claim whatsoever on account of any profit(s) or advantage(s) which the Tenderer might have derived from the execution of work in full but for the reasons of the foreclosure of the whole or part of the Contract.

b) The decision of RRCAT with regard to the foreclosure of the contract and / or reduction of scope of work shall be final and binding for which no disputes what so ever, shall be raised by either of the party to this contract.

45.6 Payment:

a) Payment shall be made on quarterly basis on receipt of certificate from the authorized representative of RRCAT regarding satisfactory services rendered on production of following documents:

1. Bill and Advanced stamped receipts
2. Copy of Challan of GST paid, if any
3. Copy of Challan payment of PF in r/o workers
4. Copy of Challan payment of ESIC in r/o workers
5. Copies of Muster Roll duly certified by each officer-in-charge, RRCAT.
6. Documentary evidence of deposit of amount in each worker's bank Account.

b) The payment will be made provided all documents are submitted in time. In case, there is a delay in payment for any unforeseen reasons, RRCAT will not be liable to pay any interest. Payment will be made by Accounts Division, RRCAT by RTGS / NEFT on submission of bill to "Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology, Indore – 452013." The tenderer shall submit bank accounts details duly certified by bank for payment purpose.

c) In case of revision in the rate of wages, during the contract / extension period due to any applicable law or statutory rule or order, the reimbursement will be restricted to minimum wages, EPF & ESIC, after the Tenderer / Contractor makes the payment to the persons engaged on production of documentary proof / evidence.

45.7 Insurance

a) The Tenderer shall take and maintain all necessary insurance at his own cost. The Tenderer shall provide at own cost and risk the personal accident insurance for the Tenderer's staff to cover any risk arising out of and from the work and services performed under this contract. The Tenderer will keep RRCAT fully indemnified from and against all claims, costs and charges arising out of personal injury to their employees and the Tenderer will be solely responsible to meet such claims and shall keep RRCAT indemnified at all times against all such claims Costs, Charges and Expenses arising out of such claims.

b) The Tenderer shall be fully responsible for all risks arising from negligence, errors, omission, willful or otherwise, by him or his personnel, which occur in connection with rendering services as laid out in the Contract. The Tenderer shall be liable to compensate RRCAT for losses arising out of such negligence, errors and omissions.

45.8 Settlement of Dispute:

- a) Except where otherwise provided in the contract, all questions and disputes relating to the meaning and interpretation of the terms of the contract and instructions herein before mentioned or as to the quality and adequacy of the work done arising out of these conditions, whether during the progress of the work or after completion or abandonment or cancellations thereof, shall be referred to the Sole Arbitration of the person to be appointed by the Director, RRCAT.
- b) It is a term of the contract that the party who initiates arbitration proceedings shall specify the dispute to be referred to the arbitration under this clause together with the amount or amounts claimed in respect of each such dispute(s).
- c) Arbitration proceedings shall be conducted in accordance with the provisions contained in the Conciliations and Arbitration Act, 1996 or any statutory modifications or re-enactment thereof and the rules and regulations so framed there under and for the time being in force shall apply to the arbitration proceeding under this clause.
- d) It is also a term of the contract that if the Tenderer(s) do/does not make any demand for arbitration in respect of any claims in writing within 90 days of receiving the intimation from the Government, that the bill is ready for payment, the claim of the Tenderer(s) will be deemed to have been waived and absolutely barred and the Government shall be discharged and released of all liabilities under the contract in respect of these claims.

45.9 Confidentiality Clause

- a) No party shall disclose any information to any third party concerning the matter under this contractor generally. In particular, any information identified as "Proprietary" in nature by the disclosing party shall be kept strictly confidential by the receiving party and shall not be disclosed to any third party without the prior written consent of the original disclosing party.
- b) This clause shall apply to the Sub-contractor, Consultants, Advisors or the employees engaged by the party with equal force.
- c) 'Restricted Information' categorized under Section 18 of the Atomic Energy Act 1962 and 'Official Secrets' under Section 5 of the 'Official Secrets Act 1923'. Any contravention of the above-mentioned provisions by any contractor, sub-contractor, consultants, adviser or the employees of Tenderer will invite penal consequences under the aforesaid legislation.

45.10 Prohibition against use of RRCAT's Name without permission for publicity purpose

The Tenderer, Consultants, advisors or the employees engaged by the contractor, shall not use RRCAT's name for any publicity purpose through any public media like press, radio, T.V. or internet without prior approval of RRCAT.

45.11 RRCAT's Rights

RRCAT reserves the right for the following:-

- a) Rejection of the offer without assigning any reason whatsoever.
- b) Rejection of offer if found incomplete with regard to the required information regarding scope of work.
- c) Review of the services performed by the Tenderer and asks for any clarification and changes/modifications to the services performed by the Contractor. Such changes shall be mutually discussed and agreed upon between RRCAT and Tenderer and the same

	shall be incorporated by the Tenderer in the work without any dilution of the responsibility of the Tenderer.
	45.12 <u>Serving of notices</u> Any notice(s) by the parties, shall be deemed to have been given if served personally or by registered A/D. The address of RRCAT for serving notices is: Chief Administrative Officer, RRCAT, Indore – 452013 ☎ 0731-2488829.

PART G: AGREEMENT FORMAT

AGREEMENT

This AGREEMENT is made on ----- between Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology For & on the behalf of the President of India – the First Party of the first part, AND M/s. ----- having its address/registered office at ----- (hereinafter called the Contractor -- the Second Party) of the second part.

WHEREAS the First Party (CAO for and on behalf on President of India) is desirous of providing “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony**” to the Second Party (Contractor) on contract between the Raja Ramanna Centre for Advanced Technology for providing “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony**” subject to the terms and conditions hereinafter stipulated and on monthly wages charges as hereinafter agreed upon and payable as per the rates given in the schedule annexed hereto.

AND WHEREAS in pursuance to the Second Party's tender being accepted the First Party has agreed to give the aforesaid assignment to the Second Party.

AND WHEREAS the Second Party has agreed to provide the required number of Sundry Services to the First Party subject to the terms and conditions contained at the approved rates hereinafter set forth;

NOW THEREFORE THIS AGREEMENT DEED WITNESSETH that in consideration of the said contract and of good and faithful service to be rendered and performed by the Second Party in respect of the said work, it is hereby mutually agreed as follows :-

1. Chief Administrative Officer, RRCAT reserves the right to increase or decrease the number of Sundry Services at the agreed rates and/or to modify if found unsatisfactory at any time during the period of contract, Chief Administrative Officer, RRCAT reserves all the right to ask the Contractor for the same. If the Contractor fails to carry out his obligation under the contract to provide Sundry Services which is found to be unsatisfactory at any time during the period of contract.
2. Tenure : This agreement shall be valid for a period of one year with effect from -----.
3. A month means a calendar month. The bill for payment of “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony**” charges will be submitted quarterly. The First Party shall deduct income tax from the monthly bills of the Contractor as per Government rules.
4. The contract shall remain in force for a period of 1 year with effect from..... on which date the Contractor commenced the operation of his “**Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony**” under this Agreement. The Agreement may be extended for a period of one year on each occasion subject to a maximum of two years on the existing terms and conditions of the contract subject to satisfactory performance.
5. The Chief Administrative Officer, RRCAT reserves the right to terminate the contract at any time by giving one month notice.

6. In case any of the terms and conditions of the contract enumerated either in the instructions to the tenderer or the terms and conditions of the contract are not covered by this agreement, such of those terms and conditions are also deemed to have been covered by this agreement.

7. The term "Contract" shall mean the communication signed on behalf of the President of India (CAO for and on behalf of President of India) by an Officer duly authorised to do so intimating the acceptance of the tender on behalf of the President of India and containing the terms and conditions mentioned or referred to in the said communication accepting the tender or offer of the Contractor for providing **"Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony"**.

8. Addresses : Any notice, request, consent, demand or other communication given or required to be given under this agreement shall be in writing, unless expressly provided for otherwise in this agreement and shall be delivered personally or sent by registered mail to the following addresses :-

a) In the case of first party
(CAO for and on behalf of President of India)

Chief Administrative Officer,
Raja Ramanna Centre for Advanced
Technology, Indore-452013.

b) In the case of second party (Contractor)

M/s-----

9. The Chief Administrative Officer, RRCAT reserves the right of deciding on any matter arising out of this contract, but not covered specifically by any of the conditions mentioned above and such decision shall be final and binding on both the parties.

10. Compensation

The Contractor shall abide by all the instructions that may be given to him from time to time by Government. He will be bound to act with due diligence and make adequate compensation to the Government in consequence of neglect, want of skill or misconduct on his part and / or on the part of his employees and / or agents.

11. Penalty:

The services provided in the RRCAT Offices shall be subjected to inspection without prior notice by the authorized representatives of RRCAT. If, during inspection any service is found unsatisfactory, then the Tenderer shall be liable to a penalty of Rs.1,000/- on each occasion. If the services are found below specifications repeatedly, then the Security Deposit shall be forfeited and the contract shall be terminated by giving 30 days notice.

12. Security Deposit and its forfeiture:

- i. The contractor shall deposit an amount equal to 5% of the tendered value and accepted value of the work (without limit) as performance guarantee.
- ii. The security deposit shall be collected by deductions from the running bill of the contractor at the rate of 2.5% of the gross amount of the bill and the earnest money that is deposited at the time of tender shall be refunded after receipt of performance Guarantee.
- iii. This amount is liable to be forfeited or appropriated towards any loss that may be sustained by Government (CAO for and on behalf of President of India) as a result of breach of the terms and conditions referred to therein.
- iv. The Security Deposit and performance guarantee will be returned on satisfactory performance of the work and on completion of all obligations by the Contractor under the terms of contract.
- v. The Government will not be liable for payment of any interest on the Security Deposit and performance guarantee or any depreciation thereon for the time it is held by Government.
- vi. In the event of the Security Deposit being insufficient or if the Security Deposit has been wholly forfeited, the balance or the total sum recoverable as the case may be shall be deducted from any sum then due or which at any time thereafter may become due to the Contractor under this contract or any other contract between the Contractor and the Government. Should this sum also be not sufficient to cover the full dues recoverable, the Contractor shall pay to the Government the remaining amount due on demand.

13. Jurisdiction

- i) The courts within the local limits of whose jurisdiction the place from which the work order is issued is situated only shall, subject to the clause 23(i)(Arbitration), have jurisdiction to deal with and decide any matter arising out of this contract.
- ii) The contract will be operated by the Administrative Officer-III (A1) of RRCAT in addition to the Chief Administrative Officer, RRCAT or any other officer of the RRCAT as may be authorised.

IN WITNESS WHEREOF, the Parties have hereto respectively affixed their signatures herein below on this _____

SIGNED, SEALED AND DELIVERED :

For and on behalf of the PRESIDENT OF INDIA by Chief Administrative Officer, Raja Ramanna Centre for Advanced Technology in the presence of

WITNESS

1. _____

2. _____

SIGNED, SEALED AND DELIVERED :

On behalf of the Contractor by M/s ----- in the
presence of: -

WITNESSES:

1. _____

2- _____

E-TENDER No: 35/2/2018-GAC, Dated- 19 August, 2020

NAME OF WORK: Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony.

NAME OF FIRM:

SR. NO	Description	Rate per year for regular services	Total
1	Annual Maintenance Contract (AMC) for Servicing of Surveillance Systems in RRCAT Residence Colony Location: RRCAT Colony, Main Gate and Palace Gate Control Room	Basic Cost	
		Service Tax @ 18% GST	
		Total	