

Annexure 4

Standard Terms and Conditions

1. Payment terms

Payment shall be released on pro-rata basis, and on Quarterly basis within **thirty days** after completion of the scheduled maintenance as per the AMC and submission of bill. The contractor shall submit the following documents to the paying authority for releasing the payment.

- a) Invoice / bill in duplicate duly pre-receipted on one-rupee revenue stamp.
- b) A certificate from the user that the maintenance under the AMC as per the schedule has successfully and satisfactorily been executed by the contractor during the period for which payment is claimed.

2. Income Tax

The income tax and TDS on GST thereon, as applicable, will be deducted from the payment as per the existing rules.

3. Penalty, Termination and Confidentiality clause

- i. Payment will not be made if any of the regular maintenance visits is not made or the visits are not made in time.
- ii. Penalty will be imposed as per 3 (iii), if the emergency call is not attended to in time and/or if the machine fails to run as per its full capabilities as mentioned in the manufacturer's product specifications.
- iii. Response time for any emergency call shall be within 6 hours of reporting the fault. If the fault is not rectified within 48 hrs reporting the fault, a penalty @ ₹ 2,000/- (Rupees Two Thousand only) per day for up to a maximum of 30 days will be imposed. The penalty applicable for non-rectification of the fault beyond 30 days will be @ ₹3,000/- (Rupees Three Thousand only) per day.
- iv. The total accumulated penalty during the year shall be sealed to the maximum of 10 % of the annual charge of the AMC. Recovery of the penalty shall be made from the settlement of the contractor's bill for the corresponding quarter.
- v. RRCAT may initiate the action for termination of the AMC if the contractor disregards any of the essential conditions or obligations of AMC and does not remedy such action within ten days following written notification of violation. If three successive warnings for repair of faults defined as emergency (each after 15 days) are not honoured and the fault is not rectified, RRCAT has right to terminate the AMC after giving one month notice to the contractor.
- vi. "In order to avert tendency of non-performance and/or under-performance, the bidders need to note the following provision applicable for the tendered work:
 - a) In case of non-performance of work/service/maintenance covered under the respective tendered item, no payment shall be made and penalty for such non-performance shall be levied as per the full quoted rate per unit basis.
 - b) In case of under-performance of work/ service/ maintenance covered under the respective tendered item, pro-rata payment shall be made. However penalty for such under- performance shall be levied as per the full quoted rate per unit basis.
 - c) The total penalty (in one year) shall however be limited to 10 % of the annual contract value."
- vii. In case of breach of any conditions of the contract and for all type of losses caused, the contractor shall fully indemnify the office of RRCAT for such losses.

- viii. In cases of negligence in performing duties as stipulated here in the Annexure, or as agreed in the contract by the bidder, RRCAT shall be at liberty to get the maintenance or repairing work done by any other party at the risk and cost of service provider.
- ix. The powers of RRCAT under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him.
- x. Contracts may be terminated for following reasons:
- Fraud, Misrepresentation or Mistake
 - Illegality
 - Breach of Contract
 - Prior Agreement
- xi. Any information identified as 'proprietary' in nature by the disclosing party shall be kept strictly confidential by the receiving party and it shall not be disclosed to any third party without the prior written consent of the original disclosing party.
- xii. Under 'Restricted information categories' of section 18 of the Atomic Energy Act 1962 and the official secrets Act 1923, any contravention of the above mentioned provision by the contractor, subcontractor, consultant, adviser or the employee of the contractor will invite personal consequences under the aforesaid legislation.
- xiii. The contractor shall not use RRCATs' name for any publicity purpose through public media like press, radio, television or through internet without prior written permission of RRCAT.

4. General terms and conditions

4.1 Validity of the contract

The Annual Maintenance Contract shall be for a period of 1 (One) year and it may be extended for 2 (Two) years subject to satisfactory services and suitable commercial terms offered by the contractor. The AMC may be amended by mutual agreement of the parties to include additional equipment / services in the scope of the work by execution of supplementary contract.

4.2 Sub-Contract

The contractor shall clearly indicate any work intended to be sub-contracted to any other party. RRCAT will permit the sub-contracting only if it is satisfied with the capability of the sub-contractor. The contractor will be solely responsible for all the operations carried out by the sub-contractor, including the inspection.

4.3 Tools & Tackles and consumables

All Tools and tackles for maintenance work or breakdown-maintenance work shall be arranged by the contractor at their own cost. However, general hand tools in general sizes will be made available by RRCAT, such as open/closed spanners, hammer, screw driver, alien key, adjustable/pipe wrench, belt tension gauge, dial gauge and magnetic stand for carrying out the maintenance activities at site. Responsibility of the contractor's representative is to collect the required general hand tools from RRCAT representative and return them after completion of the work.

- 4.4 The contractor shall have to arrange the requirement of any special tools and custom made tooling, set-up and qualified manpower required for carrying out the entire work. However, the electrical power shall be provided by RRCAT at free of cost. The responsibility of lodging / boarding, transport etc. for contractor's personnel shall lie with the contractor.

4.5 The contractor shall submit the complete schedule of activities of inspection / services and preventive maintenance including the major annual inspection / service of the system for the first year within one month of placing the work order. RRCAT shall give their confirmation / modifications to the proposed schedule based on the operation schedule of the machine /equipment within fifteen days from the date of receipt of proposed schedule. The process of submission of schedule and confirmation shall be done on annual basis.

4.6 Qualification level of service personnel

The contractor shall depute technically qualified persons to do the job. The person deputed by the contractor shall be interviewed by RRCAT for their technical competence. Only the person whose performance is satisfactory in interview shall be allowed to work. The minimum qualification of the workers shall be as given below:

No.	Description and qualification of the personnel	Numbers
1.	Semi-skilled worker with X standard pass workers equivalent or higher scientific/engineering qualification or ITI certificate.	Two
2.	Skilled technicians with ITI/Senior school certificate (physics)/Diploma in Engineering/ equivalent or higher scientific/engineering qualification and experience of work for 3 to 5 years in an industry of repute / R&D Centre.	Two

The working hours are normally Monday to Friday, including notified holidays from 09:00 Hrs to 17:30 Hrs, however the work may continue beyond these hours as required by the nature of job.

4.7 The personnel deployed shall have capability to perform diverse jobs with high quality suitable for R&D in engineering and as per the instructions given by RRCAT engineers. All the workers for undertaking the work shall have ability to read and write, shall have good health & physical abilities and relevant experience for carrying out mechanized technical work in safe manner and shall have basic understanding to meet the requirement of this specification. Proof of the same may be required. If any personnel are not found to be technically proficient, RRCAT shall ask for his replacement. In such cases the replacement shall be provided within 15 days.

4.8 All work shall be done as per the inputs and guidance of RRCAT engineers. The work shall be completed in all respects such that all aspects are taken care with required manpower as are considered necessary for proper execution of the work. The security rule and regulation prevailing at RRCAT shall be followed by the contractor for which no extra payment shall be made. The work shall be of high standard of workman-ship and correction in these respects suggested by RRCAT engineers shall be incorporated to generate engineering out-put of high standard.

4.9 RRCAT will report the fault on telephone or FAX or E-mail to the control centre of the contractor.

4.10 The contractor shall maintain a consolidated logbook wherein the corrective / preventive maintenance undertaken by the contractor shall be entered and the same shall be countersigned by the user. The logbook shall be kept at RRCAT.

4.11 Replacement of any part should be done with the approval of RRCAT authorized person and a record is to be maintained in the logbook.

4.12 The work is to be carried out by experienced technical personnel at site. The safe working of the persons at work will be the responsibility of the contractor.

4.13 COVID Protocol

Looking at the present scenario of the COVID pandemic, the following clauses may invariably be incorporated in all contracts:

- (i) All the contract persons visiting / working at RRCAT shall have taken the two doses of vaccine

against Covid-19 (or as per government guidelines issued from time to time); and they shall provide the valid vaccination certificate.

- (ii) The contract workers entering at RRCAT site would have to go for temperature screening at the entrance.
- (iii) The contract workers showing a temperature up to 37.4 °C (99.3 °F) shall only be allowed to work at RRCAT site.
- (iv) Persons with symptoms like cough, cold, feverishness, shortness of breath etc., will not be permitted to work at RRCAT site.
- (v) If a contract worker at RRCAT site feels uncomfortable, he should report to the controlling officer / supervisor and seek medical help.
- (vi) Face masks and personal hand sanitizers are mandatory while working at RRCAT site.
- (vii) The contractor shall arrange suitable place at work site office for keeping the belongings of the workers.
- (viii) The contractor shall give an undertaking that all the workers brought by him in the technical area do not belong to either containment area or from areas which have movement restrictions as per guidelines from the local administration issued from time to time.
- (ix) It will be the responsibility of the contractor to ensure compliance of preventive measures like use of mask, social distancing and hand sanitization by the workers.

4.14 Safety Aspects of the Contracts

The contractor shall take all necessary precautions for the safe implementation of the contract. RRCAT shall not be liable for any injury to the contractor's representatives or damage to any equipment during execution of the contract.

It shall be the responsibility of the contractor to ensure the deployment of suitably trained manpower, use of proper and relevant PPEs, to possess valid license for the use of equipment (where applicable), and to have insurance cover for the staff involved in the contract. The contractor shall have full liability for compensation in case of any death or injury of a worker during the implementation of the contract. RRCAT shall have no liability for the same.

4.15 Acceptance Criteria

All the maintenance works shall be accepted as the criteria mentioned in Sr. No 3 of annexure 3A.

4.16 Completion Report

A completion report showing details of maintenance activities carried out in last quarter shall be submitted certifying that the equipment have been serviced as per the terms and conditions of the AMC. The contractor may send a proposal for the extension of the AMC indicating RRCAT's contract reference number and date of the consideration well before the expiry of the AMC.

4.17 Force Majeure

A Party shall not be considered to be in default or breach of this Agreement, and shall be excused from performance or liability for damages to any other party, if and to the extent it shall be delayed in or prevented from performing or carrying out any of the provisions of this Agreement, arising out of or from any act, omission, or circumstance by or in consequence of any act of God, labour disturbance, sabotage, failure of suppliers of materials, act of the public enemy, war, invasion, insurrection, riot, fire, storm, flood, ice, earthquake, explosion, epidemic, breakage or accident to machinery or equipment or any other cause or causes beyond such Party's reasonable control, including any curtailment, order, regulation, or restriction imposed by governmental, military or lawfully established civilian authorities, or by making of repairs necessitated by an emergency circumstance not limited to those listed above upon the property or equipment of the Party or

property or equipment of others which is deemed under the Operational Control of the Party. A **Force Majeure** event does not include an act of negligence or Intentional Wrongdoing by a Party. Any Party claiming a Force Majeure event shall use reasonable diligence to remove the condition that prevents performance and shall not be entitled to suspend performance of its obligations in any greater scope or for any longer duration than is required by the Force Majeure event. Each Party shall use its best efforts to mitigate the effects of such Force Majeure event, remedy its inability to perform, and resume full performance of its obligations hereunder.

4.18 Jurisdiction

Each of the parties hereto irrevocably agrees that the courts of Indore shall have jurisdiction to hear and determine any suit, action or proceeding, and to settle any disputes, which may arise out of or in connection with this Agreement and, for such purposes, irrevocably submits to the jurisdiction of such courts.

4.19 Paying authority

The paying authority is Pay & Accounts Officer, Raja Ramanna Centre for Advanced Technology (RRCAT), PO: RRCAT, Indore (MP) Pin – 452013.