

## TENDER DOCUMENT FOR IT CAMC

### Notice Inviting Tender For Comprehensive AMC for Computer Hardware & Peripherals

Bid for procurement of Comprehensive Annual Maintenance Contract Services for Computer Hardware & Peripherals by O/o PAG (A&E), Assam has been invited only through Government e-Marketplace Portal. The details of Bids are as follows:

Item Name	Bid Number	Bid Date	Bid Closing Date & Time
Comprehensive Annual Maintenance Contract in respect of Computer Hardware like Computers, UPS, Printers, Laptop, Server, Network Switch etc. for One year.	GEM/2023/X/XXXXXXXX		

Tender document can be obtained from the GeM (Government e-marketplace portal) against Bid Number mentioned above. The Tender Notice can also be downloaded from the Office website: [PR. A.G.\(A&E\) ASSAM](#), The Bids have to be placed mandatorily online through GeM.

Interested Bidders may visit Gem Portal for further information.

Sd/-

Sr.Deputy Accountant General (Admn)  
O/o the Principal Accountant General  
(A&E), Assam,Maidamgaon, Beltola,  
Guwahati-781029

# Instructions to Bidders (ITB)

## 1. The Tender Document

### 1.1. Basic Tender Details

This 'Request for Proposal for Non-consultancy Services' Document (hereinafter referred to as the 'the Tender Document') details the terms and conditions for entering into a contract for delivery of the Services. Bidders must go through the Tender Document for further details. The 'Services' may include incidental Goods and Works if so indicated. In this Tender Document, any generic reference to 'Services' shall be deemed to include such incidental Goods and Works. The instruction to Bidders(ITB) is mentioned below:-

### 1.2. Performance Standards and Quality Assurance

(1) Performance Standards and Quality Assurance stipulates the quantitative/ qualitative parameters/ limits/ thresholds for Performance standards/ Service Levels and functional/ technical specifications to which the service must be performed. It shall stipulate procedures for measurement, reporting and monitoring of performance parameters, including institutional or third-party arrangements for this purpose. It shall also stipulate the procedure for resolution and escalation in case of deficiency in performance/ quality/ service levels. In the case of long-term and complex services, it may stipulate a Service-Level Agreement (SLA) agreement which must be complied with during delivery of Services. Performance Standards shall also include statutory compliance required for Occupational Safety, Health and Working Conditions requirements during delivery of Services.

(2) Bidders must fill up the following Forms regarding this Schedule:

a) **Form 3: Performance Standards and Quality Assurance - Compliance**

b) **Form 3.1: Method Statement**

c) **Form 3.2: Work-Plan**

d) **Form 3.3: Personnel Deployment Plan**

### 1.3. Section IV: General Conditions of Contract (GCC) and Special Conditions of Contract (SCC)

Section IV – General Conditions of Contract (GCC) and Section V – Special Conditions of Contract (SCC) describe the conditions that shall govern the resulting contract. In case of a conflict, provisions of SCC shall prevail over those in the GCC. Any generic reference to GCC shall also imply a reference to SCC as well. In case of any conflict, provisions of GCC/SCC shall prevail over those in ITB/ AITB. Bidders must fill up 'Form 5: Terms and Conditions - Compliance' regarding any deviations from terms and conditions in this and other Schedules

## 2. Procuring Entity - Rights and Disclaimers

### 2.1 The Procuring Entity

Bids are to be addressed to the Pr. Accountant General (A&E), Assam, Procuring Entity in the Procuring Organisation. The Tender Inviting Authority (TIA) is the designated officer for uploading and clarifying this Tender Document. The contract may designate, as required, counterpart Contract Manager (or Contract Management Team); interim/ ultimate Beneficiaries of Services and Paying authority who shall discharge designated function during contract execution.

### 2.2. Right to Intellectual Property and confidentiality:

1) The Tender Document and associated correspondence are subject to copyright laws and shall always remain the property of the Procuring Entity and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent.

2) However, Bidders may share these to prepare and submit its bid with its employees. Bidders shall obtain from them an undertaking of confidentiality similar to that imposed on Bidder under this clause.

3) This condition shall also apply to bidders who do not submit a bid after downloading it or who are not awarded a contract in the process.

4) The obligation of the Bidders under sub-clauses above, however, shall not apply to information that:

a) now or hereafter is or enters the public domain through no fault of Bidder;

b) is legally possessed by Bidder at the relevant time and was not previously obtained, directly or indirectly, from the Procuring Entity; or

c) otherwise lawfully becomes available to Bidder from a third party that has no obligation of confidentiality.

5) The provisions of this clause shall survive completion or termination for whatever reason of the Tender Process or the contract.

### **2.3. Right to reject any or all Bids**

The Procuring Entity reserves its right to accept or reject any or all Bids, abandon/ cancel the Tender process, and issue another tender for the same or similar Goods at any time before the award of the contract. It would have no liability to the affected Bidder or Bidders or any obligation to inform the affected Bidder or Bidders of the grounds for such action(s).

### **2.4. Disclaimers**

#### **2.4.1. Regarding Purpose of the Tender Document**

The Tender Document is neither an agreement nor an offer to prospective Bidder(s) or any other party hereunder. The purpose of the Tender Document is to provide the Bidder(s) with information to assist them in participation in this Tender Process.

#### **2.4.2. Regarding Documents/ guidelines**

The Tender Document, ensuing communications, and Contracts shall determine the legal and commercial relationship between the bidders/ contractors and the Procuring Entity. No other Government or Procuring Entity's document/ guidelines/ Manuals including its Procurement Manual (for internal and official use of its officers), notwithstanding any mention thereof in the Tender Document, shall have any locus-standii in such a relationship. Therefore, such documents/ guidelines/ Manuals shall not be admissible in any legal or dispute resolution or grievance redressal proceedings.

#### **2.4.3. Regarding Information Provided**

Information contained in the Tender Document or subsequently provided to the Bidder(s) is on the terms and conditions set out in the Tender Document or subject to which that was provided. Similar terms apply to information provided verbally or in documentary or any other form, directly or indirectly, by the Procuring Entity or any of its employees or associated agencies.

#### **2.4.4. Regarding Tender Document:**

1) The Tender Document does not purport to contain all the information Bidder(s) may require. It may not address the needs of all Bidders. They should conduct due diligence, investigation, and analysis, check the information's accuracy, reliability, and completeness, and obtain independent advice from appropriate sources. Information provided in the Tender Document to the Bidder(s) is on a wide range of matters, some of which may depend upon interpreting the law. The information given is not intended to be an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law. The Procuring Entity, its employees and other

associated agencies accept no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein.

2) The Procuring Entity, its employees and other associated agencies make no representation or warranty for the accuracy, adequacy, correctness, completeness or reliability, assessment, assumption, statement, or information in the Tender Document. They have no legal liability, whether resulting from negligence or otherwise, for any loss, damages, cost, or expense that may arise from/ incurred/ suffered howsoever caused to any person, including any Bidder, on such account.

### **3. Bidders – Eligibility and Preferential Policies**

#### **3.1. Bidders**

Subject to provisions in the following clauses in this section and provisions in Tender Document, this invitation for Bids is open to all bidders who fulfil the ‘Eligibility Criteria’ stipulated in the Tender Document. In the case of the Second Stage (of two Stage Bidding or PQB) or Special Limited Tenders, this invitation is open only to such bidders who have been previously shortlisted or specifically invited.

#### **3.2. Eligibility criteria for participation in this tender**

Subject to provisions in this Tender Document, participation in this Tender Process is open to all bidders who fulfil the ‘Eligibility’ and ‘Qualification criteria. Bidder should meet (as on the date of his bid submission and should continue to meet till the award of the contract) the ‘Eligibility Criteria’ detailed in NIT-clause 3, which shall be considered to be part of this clause of ITB (even though it is not being reproduced here for the sake of brevity). Bidder shall submit a declaration about the ‘Eligibility Criteria’ compliance in Form 1.2 – Eligibility Declarations.

#### **3.3. Conflict of Interest**

Any bidder having a conflict of interest, which substantially affects fair competition, shall not be eligible to bid in this tender. Bids found to have a conflict of interest shall be rejected as nonresponsive. A bidder in this Tender Process shall be considered to have a conflict of interest if the bidder:

- (1) directly or indirectly controls, is controlled by or is under common control with another Bidder; or
- (2) receives or have received any direct or indirect subsidy/ financial stake from another bidder; or
- (3) has the same legal representative/ agent as another bidder for purposes of this bid. A Principal can authorise only one agent, and an agent also should not represent or quote on behalf of more than one Principals. However, this shall not debar more than one Authorised distributor from quoting equipment manufactured by an Original Equipment Manufacturer (OEM), in procurements under Proprietary Article Certificate; or
- (4) has a relationship with another bidder, directly or through common third parties, that puts it in a position to have access to information about or influence the bid of another Bidder or influence the decisions of the Procuring Entity regarding this Tender process; or
- (5) Participates in more than one bid in this tender process. Participation in any capacity by a Bidder (including the participation of a Bidder as sub-contractor in another bid or vice-versa) in more than one bid shall result in the disqualification of all bids in which he is a party. However, this does not limit the participation of a non-bidder firm as a sub-contractor in more than one bid; or
- (6) would be providing goods, works, or non-consulting services resulting from or directly related to consulting services that it provided (or were provided by any affiliate that directly or indirectly controls, is controlled by, or is under common control with that firm), for the

procurement planning (inter-alia preparation of feasibility/ cost estimates/ Detailed Project Report (DPR), design/ technical specifications, terms of reference (ToR)/ Activity Schedule/ schedule of requirements or the Tender Document etc) of this Tender process; or

- (7) has a close business or family relationship with a staff of the Procuring Organisation who: (i) are directly or indirectly involved in the preparation of the Tender document or specifications of the Tender Process, and/or the evaluation of bids; or (ii) would be involved in the implementation or supervision of resulting Contract unless the conflict stemming from such relationship has been resolved in a manner acceptable to the Procuring Entity throughout the Tender process and execution of the Contract.

#### **3.4. Eligibility Restrictions based on Reciprocity.**

- (1) If so stipulated in the Tender Document, entities from such countries identified as not allowing Indian companies to participate in their Government procurement shall not be allowed to participate on a reciprocal basis in this tender. The term entity of a country shall have the same meaning as under the FDI Policy of DPIIT as amended from time to time.

## **4. The Schedule of Requirements and Form of Contract**

### **4.1. Quotation for All Schedules and all Services**

Unless otherwise stipulated in the Tender Document, Bidder must quote for all the schedules (and all the Services in a Schedule) in the Schedule of Requirement; otherwise, his bid would be rejected as nonresponsive.

### **4.2. Facilities to be Provided by the Procuring Entity**

- 1) Unless otherwise stipulated in the Tender Document, no Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) shall be provided by the Procuring Entity to Contractor at Site.
- 2) Unless otherwise stipulated in the Tender Document, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site.

Nevertheless, it shall be the responsibility of the contractor to install adequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation—nor shall this be a reason for the delay in delivery of Services.

- 3) If so stipulated in the Tender Document, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on a chargeable basis as maybe stipulated in the contract or a separate agreement for Hire of such equipment.

### **4.3. Contract Period**

Unless otherwise stipulated, the contract Period for which the Service shall be contracted shall be one year, unless terminated earlier as per the contract. In addition, at the option of the Procuring Entity, the contract period may be extended by four months (unless otherwisestipulated). Notice of renewal shall be provided by physical/ digital means to the Service Provider no later than thirty (30) days before the contract end.

## **5. Bid Prices, Taxes and Duties**

### **5.1. Prices**

#### **Earnest Money Deposit/Bid Security**

Tenders are to be accompanied with Earnest Money Deposit of Rs. 53,535/- (i.e. 5% of Estimated cost) in the form of Demand Draft in favour of the PAO, O/o the Pr. A.G.(A&E), Assam. Tender without Earnest Money Deposit (EMD) will be rejected out rightly.

(i) To safeguard against a bidder's withdrawing or altering its bid during the bid validity period in the case of advertised or limited tender enquiry, Bid Security (also known as Earnest Money) is to be obtained from the bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department. The bidders should be asked to furnish bid security along with their bids. Amount of bid security should ordinarily range between two percent to five percent of the estimated value of the goods to be procured. The amount of bid security should be determined accordingly by the Ministry or Department and indicated in the bidding documents. The bid security may be accepted in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the Commercial Banks or payment online in an acceptable form, safeguarding the purchaser's interest in all respects. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

(ii) Bid securities of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract.

(iii) In place of a Bid security, the Ministries/ Departments may require Bidders to sign a Bid securing declaration accepting that if they withdraw or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids document, they will be suspended for the period of time specified in the request for bids document from being eligible to submit Bids for contracts with the entity that invited the Bids.

### **5.1.1. Competitive and Independent Prices**

(a) The prices should be arrived at independently, without restricting competition, any consultation, communication, or agreement with any other bidder or competitor relating to:

- i) Those prices; or
- ii) The intention to submit an offer; or
- iii) The methods or factors used to calculate the prices offered.

(b) The prices should neither be nor shall be knowingly disclosed by the Bidder, directly or indirectly, to any other bidder or competitor before bid opening or contract award unless otherwise required by law.

### **5.1.2. Undue profiteering**

1) **Controlled Price, if any:** The price quoted by Bidder shall not be higher than the controlled price fixed by law for the Services, if any, or where there is no controlled price, it shall not exceed the prices or contravene the norms for fixation of prices if any, laid down by Government or where the Government has fixed no such prices or norms, it shall not exceed the price appearing in any agreement, if any, relating to price regulation by any industry.

2) **Undue profiteering:** If the price quoted is higher than the controlled price in the sub-clause above, Bidder shall specifically mention this fact in his bid giving reasons for quoting a higher price(s). If he fails to do so or makes any misstatement, it shall be lawful for the Procuring Entity either to revise the price at any stage to bring it in conformity with the sub-clause (1) above or to terminate the contract for default as per the contract and avail all the remedies available therein in addition to other punitive actions for violation of Code of Integrity.

### **5.1.3. Price Components**

- (1) Bidder shall indicate in the Price Schedule all the specified components of prices shown therein, including the unit prices and total bid prices.
- (2) All costs related to Personnel shall be based on the prevailing minimum wages and shall show applicable liabilities of EPF and ESI and other statutory allowances. Quotation of 'Nil' Service charge/ margin over such minimum wages cost of personnel shall be rejected as nonresponsive.

### **5.1.4. Provisions of GST**

- (1) Break up of different price elements, i.e., as per GST Act, shall be indicated separately, along with its GST rate.
- (2) While quoting the basic rate, the bidder should offset the input credit available as per the GST Act.

### **5.1.5. Currencies of Bid and Payment**

- 1) Unless otherwise stipulated in the Tender Document, the currency of bid and payment shall be quoted by Bidder entirely in Indian Rupees. All payments shall be made in Indian Rupees only.
- 2) Where the Tender Document permits quotations in different currencies, then, for Services performed in India, prices shall be quoted in Indian rupees only, and for Services performed from foreign locations, prices shall be quoted either in Indian rupees or in the currency

stipulated in the AITB. For evaluation, all quoted prices shall be converted into Indian Rupees as per procedure mentioned in ITB.

a) Regarding price(s) for incidental works/ goods, if any required with the Services, the same shall be quoted in Indian Rupees if such works/ goods are to be performed in or sourced from India.

a) Commission for Indian Agent, if any and if payable, shall be indicated in the space provided for in the price schedule and quoted in Indian Rupees only.

#### **5.1.6. Non-compliance**

Tenders, where prices are quoted in any other way, shall be rejected as nonresponsive.

### **5.2. Firm/ Variable Price**

#### **5.2.1. Firm Price**

Unless otherwise stipulated in the AITB, prices quoted by Bidder shall remain firm and fixed during the currency of the contract and not subject to variation on any account.

### **5.3. Goods and Services Tax (GST)**

#### **5.3.1. GST Registration Status:**

1) All the Bidders should ensure that they are GST compliant and their quoted tax structure/ rates as per GST Act/ Rules. Bidder should be registered under GST and furnish GSTIN number and GST Registration Certificate in their offer unless they are specifically exempted from registration under specific notification/ circular/ section/ rule issued by statutory authorities.

2) **GST Registration Number (15-digit GSTIN).** If the bidder has multiple business verticals in a state and has separate registration for each vertical, the GSTIN of each vertical is concerned with the delivery of Services involved, as per the Schedule of Requirements and Price Schedule's scope be quoted. If the services provided are from multiple states, the bidder should mention GST registration numbers for each state separately.

3) **Composition scheme:** If the Bidder has opted for a composition levy under Section 10 of CGST, he should declare the fact while bidding along with GSTIN and GST registration certificate.

### **5.4. Payments**

#### **5.4.1. No Advance Payments**

Unless otherwise stipulated, no advance payment of any type (Mobilization, secured advances etc.), shall be made by the Procuring Entity. If so, provided the conditions for such advances shall be as per conditions stipulated therefor.

## **6. Downloading the Tender Document; Corrigenda and Clarifications**

### **6.1. Downloading the Tender Document**

The Tender Document shall be published and be available for download as mentioned in TIS. Bidders can obtain the Tender Document after the date and time of the start of availability till the deadline for availability. If the office happens to be closed on the deadline for the availability of the Tender Document, the deadline shall not be extended.

### **6.2. Corrigenda/ Addenda to Tender Document**

Before the deadline for submitting bids, the Procuring Entity may update, amend, modify, or supplement the information, assessment or assumptions contained in the Tender Document by issuing corrigenda and addenda. The corrigenda and addenda shall be published in the same manner as the original Tender Document. Without any liability or obligation, the Portal may send intimation of such corrigenda/ addenda to bidders who have downloaded the document under their login. However, the bidders' responsibility is to check the website(s) for any corrigenda/ addenda. Any corrigendum or addendum thus issued shall be considered a part of the Tender Document. To give reasonable time to the prospective bidders to take such corrigendum/ addendum into account in



preparing their bids, the Procuring Entity may suitably extend the deadline for the bid submission, as necessary. After the procuring entity makes such modifications, any Bidder who has submitted his bid in response to the original invitation shall have the opportunity to either withdraw his bid or re-submit his bid superseding the original bid within the extended time of submission.

### **6.3. Clarification on the Tender Document**

A Bidder may seek clarification of the Tender Document from Office/ Contact Person/ e-procurement Help Desk as mentioned in TIS, provided the clarifications are raised before the clarification within 7 days before the deadline for the bid submission. The Procuring Entity shall respond within 3 working days of receipt or closing of bid whichever is earlier. The query and clarification shall be shared on the portal with all the prospective bidders. Any modification of the Tender Document that may become necessary due to the clarification shall be made by the Procuring Entity through an Addendum/ Corrigendum issue under the sub-clause above.

## **7. Preparation of bids**

### **7.1. Language of the bid**

Unless otherwise stipulated in the AITB, the bid submitted by Bidder and all subsequent correspondence and documents relating to the bid exchanged between Bidder and the Procuring Entity shall be written in English or the Official Language. However, the language of any printed literature furnished by Bidder in connection with its bid may be written in any other language provided a translation accompanies the same in the bid language. For purposes of interpretation of the bid, translation in the language of the bid shall prevail.

### **7.2. Acquaintance with Local Conditions and Factors**

The Bidder, at his own cost, responsibility, and risk, is encouraged to visit, examine, and familiarise himself with all the site/ local conditions and factors. The Bidder acknowledges that before the submission of the bid, he has, after a complete and careful examination, made an independent evaluation of the Site/ local conditions, infrastructure, logistics, communications, the legal, environmental, and any other conditions or factors, which would have any effect on the performance of the contract. Bidders shall themselves be responsible for compliance with Rules, Regulations, Laws and Acts in force from time to time at relevant places. On such matters, the Procuring Entity shall have no responsibility and shall not entertain any request from the bidders in these regards.

### **7.3. Cost of Bidding**

The Bidder(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, submission, and subsequent processing of their Bids, including but not limited to preparation, copying, postage, delivery fees, expenses associated with any submission of samples, demonstrations, or presentations which the Procuring Entity may require, or any other costs incurred in connection with or relating to their Bids. All such costs, losses and expenses shall remain with the Bidder(s), and the Procuring Entity shall not be liable in any manner whatsoever for the same or any other costs, losses and expenses incurred by a Bidder(s) for participation in the Tender Process, regardless of the conduct or outcome of the Tender process.

### **7.4. Interpretation of Provisions of the Tender Document**

The provisions in the Tender Document must be interpreted in the context in which these appear. Any interpretation of these provisions far removed from such context or other contrived or between-the-lines interpretation is unacceptable.

### **7.5. Quote Quantities/ Prices in both Numerals and Words**

Although the software on the Portal may convert quantities/ rates/ amounts in numerical digits in Bids to words, the bidders are advised to ensure that there is no ambiguity in this regard.

### **7.6. Alternate Bids not Allowed.**

Unless otherwise stipulated in the TIS/ AITB, conditional offers, alternative offers, multiple bids by a bidder shall not be considered. The Portal shall permit only one bid to be uploaded.

### **7.7. Non-compliance with these provisions**

Bids are liable to be rejected as nonresponsive if a Bidder:

- 1) fails to provide and/ or comply with the required information, instructions etc., incorporated in the Tender Document or gives evasive information/ reply against any such stipulations.
- 2) furnishes wrong and/ or misleading data, statement(s) etc. In such a situation, besides rejection of the bid as nonresponsive, it is liable to attract other punitive actions under relevant provisions of the Tender Document for violation of the Code of Integrity.

## **8. Signing and Uploading of Bids**

### **8.1. Relationship between Bidder and eProcurement Portal**

The Procuring Entity is neither a party nor a principal in the relationship between Bidder and the organisation hosting the e-procurement portal (hereinafter called the Portal). Bidders must acquaint and train themselves with the rules, regulations, procedures, and implied conditions/ agreements of the Portal. Bidders intending to participate in the bid shall be required to register in the Portal. Bidders shall settle clarifications and disputes, if any, regarding the Portal directly with them. In case of conflict between provisions of the Portal with the Tender Document, provisions of the Portal shall prevail. Bidders may study the resources provided by the Portal for Bidders.

### **8.2. Submission/ uploading of Bids.**

#### **8.2.1. Submission/ Uploading to the Portal**

- 1) No manual Bids shall be made available or accepted for submission (except for originals of scanned copies as per sub-clause 5 below). In the case of downloaded documents, Bidder must not make any changes to the contents of the documents while uploading, except for filling the required information— otherwise, the bid shall be rejected as nonresponsive.
- 2) Bids shall be received only *Online* on or before the deadline for the bid submission as notified in TIS.
- 3) Only one copy of the bid can be uploaded, and Bidder shall digitally sign all statements, documents, certificates uploaded by him, owning sole and complete responsibility for their correctness/ authenticity as per the provisions of the IT Act 2000 as amended from time to time.
- 4) Bidder must upload scanned copies of originals (or self-attested copies of originals – as specified). Uploaded Pdf documents should not be password protected. Bidder should ensure the clarity/ legibility of the scanned documents uploaded by him.
- 5) If stipulated in the TIS, copies/ originals of such specified uploaded scanned documents must also be physically submitted sealed in double cover and acknowledgement be obtained before the deadline for the bid submission at the venue mentioned. Failure to do so is likely to result in the bid being rejected as nonresponsive. If the office is closed on the deadline for physical submission of originals, it shall stand extended to the next working day at the same time and venue. The Procuring Entity reserves its right to call for verification originals of all such self-certified documents from the Bidders at any stage of evaluation, especially from the successful Bidder(s) before the issue of Letter of Award (LoA).
- 6) Regarding the protected Price Schedule (excel format, Cover-2), Bidder shall write his name in the space provided in the specified location only. Bidder shall type rates in the figure only in the rate column of respective service(s) without any blank cell or Zero values in the rate column, without any alteration/ deletion/ modification of other portions of the excel sheet. If space is inadequate, Bidder may upload additional documents under "Additional Documents" in the "bid Cover Content."
- 7) The date and time of the deadline for the bid submission shall remain unaltered even if the specified date is declared a holiday for the Tender Inviting Officer.
- 9) The date and time of the e-Procurement server clock, which is also displayed on the dashboard of the bidders, shall be taken as the reference time for deciding the closing time of bid submission. Bidders are advised to ensure they submit their bid within the deadline and time of bid submission, taking the server clock as a reference, failing which the portal shall not accept the Bids. No request on the account that the server clock was not showing the correct time and that a particular bidder could not submit their bid because of this shall be entertained. Failure or defects on the internet or heavy traffic at the server shall not be accepted as a reason for a complaint. The Procuring Entity shall not be responsible for any failure, malfunction or breakdown of the electronic system used during the e-Tender Process.

10) All Bids uploaded by Bidder to the portal shall get automatically encrypted. The encrypted bid can only be decrypted/ opened by the authorised persons on or after the due date and time. The bidder should ensure the correctness of the bid before uploading and take a printout of the system generated submission summary to confirm successful bid upload.

11) The Procuring Entity may extend the deadline for the bid submission by issuing an amendment as per ITB, in which case all rights and obligations of the Procuring Entity and the bidders previously subject to the original deadline shall then be subject to the new deadline for the bid submission.

12) Bid submitted through modalities other than those stipulated in TIS shall be liable to be rejected as nonresponsive.

### **8.2.2. Implied acceptance of procedures by Bidders**

Submission of bid in response to the Tender Document is deemed to be acceptance of the e-Procurement and tender procedures and conditions of the Tender Document.

### **8.2.3. Late Bids**

The bidder shall not be able to submit his bid after the expiry of the deadline for the bid submission (as per server time). Therefore, in eProcurement, a situation of Late Tender does not arise.

### **8.2.4. Modification & Resubmission**

Once submitted in e-Procurement, Bidder cannot view or modify his bid since it is locked by encryption. However, resubmission of the bid by the bidders for any number of times superseding earlier bid(s) before the date and time of submission is allowed. Resubmission of a bid shall require uploading of all documents, including financial bid afresh. The system shall consider only the last bid submitted.

## **9. Bid Opening**

The date & time of the opening bid is as stipulated in TIS. Bids cannot be opened before the specified date & time, even by the Tender Inviting Officer, the Procurement Officer, or the Publisher. If the specified date of tender opening falls on a day which is subsequently declared a holiday or closed day for the Procuring Entity, the Bids shall be opened at the appointed time on the next working day.

## **10. Evaluation of Bids and Award of Contract**

### **10.1. General Norms**

#### **10.1.1 Evaluation based only on declared criteria.**

The evaluation shall be based upon scrutiny and examination of all relevant data and details submitted by Bidder in its/ his bid and other allied information deemed appropriate by Procuring Entity. Evaluation of bids shall be based only on the criteria/ conditions included in the Tender Document.

#### **10.1.2. Infirmary/ Irregularity/ Non-Conformity/ Deviations - Substantive or Minor**

- (1) An infirmity/ irregularity or non-conformity/ exception/ deviation/ reservation/ omission from the requirements of the Tender Document shall be considered as a substantive deviation as per the following norm, and the rest shall be considered as Minor deviation:
  - a) which affects in any substantive way the scope, quality, or performance standards of the Services;
  - b) which limits in any substantive way, inconsistent with the Tender Document, the Procuring Entity's rights or the Bidder's obligations under the contract; or
  - c) Whose rectification would unfairly affect the competitive position of other Bidders presenting substantively responsive Bids.

- 2 The decision of the Procuring Entity shall be final in this regard. Bids with substantive deviations shall be rejected as nonresponsive.
- (3) Variations and deviations and other offered benefits (Techno-commercial or Financial) above the scope/ quantum of Services stipulated in the Tender Document shall not influence evaluation Bids. If the bid is otherwise successful, such benefits shall be availed by the Procuring Entity, and these would become part of the contract.
- (4) The Procuring Entity reserves the right to accept or reject bids with any minor deviations. Wherever necessary; the Procuring Entity shall convey its observation as per sub-clause below, on such 'minor' issues to Bidder by registered/ speed post/ electronically etc. asking Bidder to respond by a specified date. If Bidder does not reply by the specified date or gives an evasive reply without clarifying the point at issue in clear terms, that bid shall be liable to be rejected as nonresponsive.

### **10.1.3. Clarification of Bids and shortfall documents**

1) During the evaluation of Techno commercial or Financial Bids, the Procuring Entity may, at its discretion, but without any obligation to do so, ask Bidder to clarify its bid by a specified date. Bidder should answer the clarification within that specified date. The request for clarification shall be submitted in writing or electronically, and no change in prices or substance of the bid shall be sought, offered, or permitted that may grant any undue advantage to such bidder.

2) If discrepancies exist between the uploaded scanned copies and the Originals submitted by the bidder, the original copy's text, etc., shall prevail. Any substantive discrepancy shall be construed as a violation of the Code of Integrity, and the bid shall be liable to be rejected as nonresponsive in addition to other punitive actions under the Tender Document for violation of the Code of Conduct.

3) The Procuring Entity reserves its right to, but without any obligation to do so, to seek any shortfall information/ documents only in case of historical documents which pre-existed at the time of the tender opening, and which have not undergone change since then and does not grant any undue advantage to any bidder. There is a provision on the portal for requesting Short-fall documents from the bidders. The system allows taking the shortfall documents from any bidders only once after the technical bid opening.

### **10.1.4. Contacting Procuring Entity during the evaluation**

From the time of bid submission to awarding the contract, no Bidder shall contact the Procuring Entity on any matter relating to the submitted bid. If a Bidder needs to contact the Procuring Entity for any reason relating to this tender and/ or its bid, it should do so only in writing or electronically. Any effort by a Bidder to influence the Procuring Entity during the processing of bids, evaluation, bid comparison or award decisions shall be construed as a violation of the Code of Integrity, and bid shall be liable to be rejected as nonresponsive in addition to other punitive actions for violation of Code of Integrity as per the Tender Document.

## **10.2. Evaluation of Bids**

### **10.2.1. Preliminary Examination of Bids - Determining Responsiveness**

A substantively responsive bid is complete and conforms to the Tender Document's essential terms, conditions, and requirements, without substantive deviation, reservation, or infirmity. Only substantively responsive bids shall be considered for further evaluation. Unless otherwise stipulated in the AITB, the following are some of the crucial aspects for which a bid shall be rejected as nonresponsive:

- 1) The bid is not in the prescribed format or is not submitted as per the stipulations in the Tender Document.
- 2) Required Bid Security Declaration (**Form 7**) has not been provided.
- 3) Bidder is not eligible to participate in the bid as per laid down eligibility criteria;
- 4) The Services offered are not eligible as per the provision of this tender.
- 5) Bidder has quoted conditional bids or more than one bid or alternative bids unless permitted explicitly in the TIS/ AITB.
- 6) The bid validity is shorter than the required period.

- 7) The bid departs from the essential requirements stipulated in the bidding document;
- 8) Bidder has not quoted all Schedules or against a schedule in Section VI: Schedule of Requirement or has not quoted the entire Services as stipulated in that schedule.
- 9) Bidder has quoted 'Nil' Service charges/ margin over the minimum wages in Personnel Deployment Schedule.
- 10) Non-submission or submission of illegible scanned copies of stipulated documents/ declarations

### **10.3. Techno-commercial Evaluation**

Only substantively responsive bids shall be evaluated for techno-commercial evaluation. In evaluating the techno-commercial bid, conformity to the eligibility/ qualification criteria, technical specifications, and Quality Assurance; and commercial conditions of the offered Services to those in the Tender Document is ascertained. Additional factors incorporated in the Tender Document shall also be considered in the manner indicated therein. Bids with substantive techno-commercial deviations shall be rejected as nonresponsive. Procuring entity reserves its right to consider and allow minor deviations in technical and Commercial Conditions

### **10.4. Evaluation of Conformity to Performance Standards and Quality Assurance**

The Procuring Entity shall examine the Performance Standards and Quality Assurance; Methods Statement, Input Deployment Plans and Work Plan

## **11. Award of Contract**

### **11.1. The Procuring Entity's Rights**

#### **11.1.1. Right to Vary Quantities at the Time of Award:**

At the time of contract award, the Procuring Entity reserves the right to increase or decrease without any change in the unit prices or other terms and conditions of the bid and the Tender Document.

### **11.2. Letter of Award (Acceptance - LoA) and Signing of Contract**

#### **11.2.1. Selection of Successful Bidder(s):**

The Procuring Entity shall award the contract to the Bidder(s) whose bid(s) is Techno-commercially suitable and bid price(s) is lowest and reasonable, as per evaluation criteria detailed in the Tender Document.

#### **11.2.2. Verification of Original Documents**

Before issuing a Letter of Award (LoA) to the successful Bidder(s), the Procuring Entity may, at its discretion, ask Bidder to submit for verification the originals of all such documents whose scanned copies were submitted online along with the Technical bid. If so decided, the photocopies of such self-certified documents shall be verified and signed by the competent officer and kept in the records as part of the contract agreement. If the Bidder fails to provide such originals or in case of substantive discrepancies in such documents, it shall be construed as a violation of the Code of Integrity. Such bid shall be liable to be rejected as nonresponsive in addition to other punitive actions provided in the Tender Document. The evaluation of Bids shall proceed with the subsequent ranked offers.

#### **11.2.3. Letter of Award (LoA)**

1) The Bidder, whose bid has been accepted and documents verified (at the discretion of Procuring Entity), shall be notified of the award by the Procuring Entity before the expiration of the bid validity period by written or electronic means. This notification (hereinafter and in the Conditions of Contract called the "Letter of Award - LoA") shall state the sum (hereinafter and in the contract called the "Contract Price") that the Procuring Entity shall pay the contractor in consideration of delivery of Services. The Letter of Award (LoA) shall constitute the legal formation of the contract, subject only to the furnishing of performance security as per the provisions of the sub-clause below. The Procuring Entity, at its discretion, may directly issue the contract subject only to the furnishing of performance security, skipping the issue of LoA.

2) It shall be mandatory for the successful bidder to be registered on GeM and obtain a unique GeM Seller ID. before the placement of LoA or the contract. This ID shall be incorporated in the contract.

#### **11.2.4. Performance Bond/ Security**

1) Within 7 days of receipt of the Letter of Award (LoA, or the contract if LoA has been skipped), performance Security shall be submitted by the contractor to the Procuring Entity.

2) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

3) If the bidder, whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the Procuring Entity shall cancel the procurement process. Provided that the Procuring Entity, on being satisfied that it is not a case of cartelization, and that the integrity of the procurement process has been maintained, may offer the next successful bidder an opportunity to match the financial bid of the first successful bidder, and if the offer is accepted, award the contract to the next successful bidder at the price bid of the first successful bidder.

(4) Within seven days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.

(5) The amount of Performance security shall be as stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:

a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in the draft.

b) Bank Guarantee issued by a commercial bank in India, in the prescribed form (Copy enclosed)

(6) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.

(7) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion

(a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or

(b) without terminating the Contract:

i. recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever,

or

ii. treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.

(8) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.

(9) The Procuring Entity shall be entitled, and it shall be lawful on his part,

(a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:

i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof

ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/ neglect

(b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.

10) Subject to the sub-clause above, the Procuring Entity shall release the performance security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released mutatis mutandis.

11) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

#### **11.2.5. Signing of Contract**

1) Within seven working days of receiving performance security, the Procuring Entity shall send the contract form (as per Format 1: Contract Form along with sub-formats) duly completed and signed, in duplicate, by registered/ speed post or by suitable digital means to the successful Bidder.

2) If so asked by the Procuring Entity, the successful Bidder shall return the original copy of the contract, duly signed and dated, within seven days from the date of receipt of the contract, to the Procuring Entity by registered/ speed post or by a suitable digital means.

3) Otherwise, the contract shall be taken to be legally effective from the date of its signing. The contractor may point out to the Procuring Entity, in writing/ electronically, any anomalies noticed in the contract within seven days of its receipt.

#### **12. Code of Integrity in Public Procurement, Misdemeanours and Penalties:**

Procuring authorities, bidders, suppliers, contractors, and consultants should observe the highest standard of integrity and not indulge in prohibited practices or other misdemeanours, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts.

## **The Contract**

### **1. Severability**

If any provision or condition of this Contract is prohibited or rendered invalid or

unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of this Contract.

## **2 Governing Laws and Jurisdiction**

### **2.1 Governing Laws and Jurisdiction**

- 1) This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the Laws of India for the time being in force.
- 2) Irrespective of the place of delivery, or the place of performance or the place of payments under the contract, the contract shall be deemed to have been made at the place from which the Letter of Award (LoA, or the contract Agreement, in the absence of LoA) has been issued. The courts of such a place shall alone have jurisdiction to decide any dispute arising out or in respect of the contract.

### **2.2 Changes in Laws and Regulations**

Unless otherwise stipulated in the contract, if after the last deadline for the bid submission (Techno-commercial), any law, regulation, ordinance, order or bye-law having the force of law is enacted, promulgated, abrogated, or changed in India (which shall be deemed to include any change in interpretation or application by the competent authorities) that subsequently affects the Delivery Date and/ or the contract Price, then such Delivery Date and/ or Contract Price shall be correspondingly increased or decreased, to the extent that the contractor has thereby been affected in the performance of any of its obligations under the contract. Notwithstanding the foregoing, such additional or reduced cost shall not be separately paid or credited if the same has already been accounted for in the price adjustment provisions where applicable.

## **3 Communications**

### **3.1. Communications**

- 1) All communications under the contract shall be served by the parties on each other in writing, in the contract's language, and served in a manner customary and acceptable in business and commercial transactions.
- 2) The effective date of such communications shall be either the date when delivered to the recipient or the effective date mentioned explicitly in the communication, whichever is later.
- 3) No communication shall amount to an amendment of the terms and conditions of the contract, except a formal letter of amendment of Contract, so designated.
- 4) Such communications would be an instruction or a notification or an acceptance or a certificate from the Procuring Entity, or it would be a submission or a notification from the contractor. A notification or certificate which the contract requires must be communicated separately from other communications.
- 5) The Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.

### **3.2. Persons signing the Communications**

For all purposes of the contract, including arbitration, thereunder all communications to



the other party shall be signed by:

- 1) The person who has signed the contract on behalf of the contractor shall sign all correspondences. A person signing communication in respect of the contract or purported to be on behalf of the contractor, without disclosing his authority to do so, shall be deemed to warrant that he has authority to bind the contractor. If it is discovered at any time that the person, so signing has no authority to do so, the Procuring Entity reserves its right, without prejudice to any other right or remedy, to terminate the contract for default in terms of the contract and avail any or all the remedies thereunder and hold such person personally and/ or the contractor liable to the Procuring Entity for all costs and damages arising from such remedies.
- 2) Unless otherwise stipulated in the contract, the Contract Manager signing the contract shall administer the contract and sign communications on behalf of the Procuring Entity. Beneficiaries of Services and the Paying Authorities mentioned in the contract shall also administer respective functions during Contract Execution.

#### **4 Contractor's Obligations and restrictions on its Rights**

##### **4.1. Restriction on Potential Conflict of Interests**

- 1) Neither the contractor nor its Subcontractors nor the Personnel shall engage, either directly or indirectly, in any of the following activities:
  - a) during the term of this Contract, any business or professional activities in India that would conflict with the activities assigned to them under this Contract.
  - b) after the termination of this Contract, such other activities as may be stipulated in the contract.
- 2) During the term of this Contract and after its termination, the contractor, and its affiliates, as well as any Subcontractor and any of its affiliates, shall be disqualified from providing goods, works, or Services (other than the subject Service of this Contract and any continuation thereof) for any project resulting from or closely related to the subject Services of this Contract.

##### **4.2. Consequences of breach by Constituents of a Contractor**

Should the contractor or any of its partners or its Subcontractors or the Personnel commit a default or breach of GCC-clause 5.1 to 5.7, the Contractor shall remedy such breaches within 21 days, keeping the Procuring Entity informed. However, at its discretion, the Procuring Entity shall be entitled, and it shall be lawful on his part, to treat it as a breach of contract and avail any or all remedies thereunder. The decision of the Procuring Entity as to any matter or thing concerning or arising out of GCC-clause 5.1 to 5.7 or on any question whether the contractor or any partner of the contractor firm has committed a default or breach of any of the conditions shall be final and binding on the contractor

##### **4.3. Obligation to Indemnify Procuring Entity**

###### **4.3.1 For breach of IPR Rights**

- 1) the contractor shall indemnify and hold harmless, free of costs, the Procuring Entity and its employees and officers from and against all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which may arise in respect of the Services provided by the contractor under this Contract, as a result of any infringement or alleged infringement of any patent, utility model, registered design, copyright, or other Intellectual Proprietary Rights (IPR) or trademarks, registered or otherwise existing on the date of the contract arising out of or in connection with:

- a) any design, data, drawing, specification, or other documents or Services provided or designed by the contractor for or on behalf of the Procuring Entity.
  - a) The sale by the Procuring Entity in any country of the services/ products produced by the Services delivered by the contractor, and
  - b) The delivery of the Services by the contractor or the use of the Services at the Procuring Entity's Site
- 2) Such indemnity shall not cover any use of the Services or any part thereof other than for the purpose indicated by or to be reasonably inferred from the contract, neither any infringement resulting from the use of the Services or any part thereof, or any service/ products produced thereby in association or combination with any other service, equipment, plant, or materials not delivered by the contractor.
  - 3) If any proceedings are brought, or any claim is made against the Procuring Entity arising out of the matters referred above, the Procuring Entity shall promptly give the contractor a notice thereof. At its own expense and in the Procuring Entity's name, the contractor may conduct such proceedings and negotiations to settle any such proceedings or claim, keeping the Procuring Entity informed.
  - 4) If the contractor fails to notify the Procuring Entity within twenty-eight (28) days after receiving such notice that it intends to conduct any such proceedings or claim, then the Procuring Entity shall be free to conduct the same on its behalf at the risk and cost to the contractor.
  - 5) At the contractor's request, the Procuring Entity shall afford all available assistance to the contractor in conducting such proceedings or claim and shall be reimbursed by the contractor for all reasonable expenses incurred in so doing.

#### **4.3.2 For Losses and Damages Caused by Contractor**

- 1) the contractor shall indemnify and keep harmless the Procuring Entity, from and against, all actions, suit proceedings, losses, costs, damages, charges, claims, and demands of every nature and description brought or recovered against the Procuring Entity because of any act or omission or default or negligence or trespass of the contractor, his agents, or employees despite all reasonable and proper precautions may have been taken, during the execution of the Services. The contractor shall make good at his own expense all resulting losses and/ or damages to:
  - a) the Services themselves or
  - b) any other property of the Procuring Entity or
  - c) the lives, persons, or property of others
- 2) In case the Procuring Entity is called upon to make good such costs, loss, or damages, or to pay any compensation, including that payable under the provisions of the Workmen's Compensation Act or any statutory amendments thereof; the amount of any costs or charges including costs and charges in connection with legal proceedings, which the Procuring Entity may incur about it, shall be charged to the contractor. All sums payable by way of compensation under any of these conditions shall be considered as reasonable compensation to be applied to the actual loss or damage sustained and whether or not any damage shall have been sustained.
- 3) The Procuring Entity shall have the power and right to pay or to defend or compromise any claim of threatened legal proceedings, or in anticipation of legal proceedings being instituted consequent on the action or default of the contractor, to take such steps as may be considered necessary or desirable to ward off or mitigate the effect of such proceedings, charging to Contractor, as aforesaid, any sum or sums of money which may be paid and any expenses whether for reinstatement or otherwise which may be incurred and the propriety of any such payment, defence or compromise, and the incurring of any such expenses shall not be called in question by the contractor.

## **4.4. Confidentiality, Secrecy and IPR Rights**

### **4.4.1 IPR Rights**

All deliverables, outputs, plans, drawings, specifications, designs, reports, and other documents and software submitted by the contractor under this Contract shall become and remain the property of the Procuring Entity and subject to laws of copyright and must not be shared with third parties or reproduced, whether in whole or part, without the Procuring Entity's prior written consent. The contractor shall, not later than upon termination or expiration of this Contract, deliver all such documents and software to the Procuring Entity, together with a detailed inventory thereof. The contractor may retain a copy of such documents and software but shall not use it for any commercial purpose.

### **4.4.2 Confidentiality**

All documents, drawings, samples, data, associated correspondence or other information furnished by or on behalf of the Procuring Entity to the contractor, in connection with the contract, whether such information has been furnished before, during or following completion or termination of the contract, are confidential and shall remain the property of the Procuring Entity and shall not, without the prior written consent of Procuring Entity neither be divulged by the contractor to any third party, nor be used by him for any purpose other than the design, procurement, or other services and work required for the performance of this Contract. If advised by the Procuring Entity, all copies of all such information in original shall be returned on completion of the contractor's performance and obligations under this contract.

### **4.4.3 Secrecy**

If the contract declares the subject matter of this Contract as coming under the Official Secrets Act, 1923 or if the contract is marked as "Secret", the contractor shall take all reasonable steps necessary to ensure that all persons employed in any connection with the contract, have acknowledged their responsibilities and penalties for violations under the Official Secrets Act and any regulations framed thereunder.

### **4.4.4 Obligations of the contractor**

- 1) Without the Procuring Entity's prior written consent, the contractor shall not use the information mentioned above except for the sole purpose of performing this contract.
- 2) The contractor shall treat and mark all information as confidential (or Secret – as the case may) and shall not, without the written consent of the Procuring Entity, divulge to any person other than the person(s) employed by the contractor in the performance of the contract. Further, any such disclosure to any such employed person shall be made in confidence and only so far as necessary for such performance for this contract.
- 3) Notwithstanding the above, the contractor may furnish to its holding company or its Subcontractor(s) such documents, data, and other information it receives from the Procuring Entity to the extent required for performing the contract. In this event, the contractor shall obtain from such holding company/ Subcontractor(s) an undertaking of confidentiality (or secrecy – as the case may be) similar to that imposed on the contractor under the above clauses.
- 4) The obligation of the contractor under sub-clauses above, however, shall not apply to information that:
  - a) the contractor needs to share with the institution(s) participating in the

financing of the contract;

- b) now or hereafter is or enters the public domain through no fault of Contractor;
- c) can be proven to have been possessed by the contractor at the time of disclosure and which was not previously obtained, directly or indirectly, from the Procuring Entity; or
- d) otherwise lawfully becomes available to the contractor from a third party that has no obligation of confidentiality.

5 The above provisions shall not in any way modify any undertaking of confidentiality (or Secrecy – as the case may be) given by the contractor before the date of the contract in respect of the contract or the Tender Document or any part thereof.

6 The provisions of this clause shall survive completion or termination for whatever reason of the contract.

#### **4.5 Protection and Security of Personal Data**

- 1) Where the contractor is processing Personal Data, as a Data Processor or otherwise for the Procuring Entity, the contractor shall:
  - a) Process the Personal Data only as per instructions from Procuring Entity (which may be specific instructions or instructions of a general nature) as set out in this Contract or as otherwise notified by Procuring Entity;
  - b) Comply with all applicable laws;
  - c) Process the Personal Data only to the extent, and in such manner as is necessary for the discharge of the contractor's obligations under this Contract as is required by Law or any Regulatory Body;
  - d) Implement appropriate technical and organisational measures to protect Personal Data against unauthorized or unlawful Processing and accidental loss, destruction, damage, alteration, or disclosure. These measures shall be appropriate to the harm which might result from any unauthorized or unlawful Processing, accidental loss, destruction, or damage to the Personal Data and having regard to the nature of the Personal Data which is to be protected;
  - e) Take reasonable steps to ensure the reliability of its staff and agents who may have access to the Personal Data;
  - f) Obtain prior written consent from the Authority to transfer the Personal Data to any sub-contractor for the provision of the Services;
  - g) Not cause or permit the Personal Data to be transferred, stored, accessed, viewed, or processed outside of India without the prior written consent of the Procuring Entity.
  - h) Ensure that all staff and agents required to access the Personal Data are informed of the confidential nature of the Personal Data and comply with the obligations set out in this clause.
  - i) Ensure that none of the staff and agents publishes or disclose any personal data to any third parties unless directed in writing to do so by the Procuring Entity.
  - j) Not disclose Personal Data to any third parties in any circumstances other than with the written consent of the Procuring Entity or compliance with a legal obligation imposed upon the Procuring Entity;
- 2) Notify the Procuring Entity (within five Working Days) if it receives;
  - a) a request from an employee of Procuring Entity to have access to his or other employees' Personal Data; or
  - b) a complaint or request relating to the Procuring Entity's obligations under the law;
- 3) The provision of this clause shall apply during the contract Period and indefinitely after its expiry.

## 4.6 Performance Bond/ Security

- 1) Within seven days after the issue of Letter of Award (LoA or the contract, if LoA is skipped) by the Procuring Entity, the contractor shall furnish to the Procuring Entity, performance security, valid up to sixty days after the date of completion of all contractual obligations by the contractor, including the Defect Liability obligations.
- 2) The amount of Performance security shall be as stipulated in Tender Document or Contract denominated in Indian Rupees or the currency of the contract and shall be in one of the following forms:
  - a) Unless otherwise stipulated in Tender Document or Contract, Account Payee Demand Draft or Fixed Deposit Receipt or Banker's Cheque is drawn on any commercial bank in India, favouring the authority mentioned in therein (or FA&CAO of the Procuring Organisation, if not mentioned).
  - b) Bank Guarantee issued by a commercial bank in India, in the prescribed form provided in Format 1.3.
- 3) If the contractor, having been called upon by the Procuring Entity to furnish Performance Security, fails to do so within the specified period, it shall be lawful for

### Section IV: General Conditions of Contract (GCC)

- the Procuring Entity at its discretion to annul the award and enforce Bid Securing Declaration (in lieu of forfeiture of the Bid Security), besides taking any other administrative punitive action like 'Removal from List of Registered Suppliers' etc.
- 4) If the contractor during the currency of the Contract fails to maintain the requisite Performance Security, it shall be lawful for the Procuring Entity at its discretion at its discretion
    - (a) to terminate the Contract for Default besides availing any or all contractual remedies provided for breaches/ default, or
    - (b) without terminating the Contract:
      - i) recover from the contractor the amount of such security deposit by deducting the amount from the pending bills of the contractor under the contract or any other contract with the Procuring Entity or the Government or any person contracting through the Procuring Organisation or otherwise howsoever as per GCC-clause 11.4, or
      - ii) treat it as a breach of contract and avail any or all availing any or all contractual remedies provided for breaches/ default.
  - 5) In the event of any amendment issued to the contract, the contractor shall furnish suitably amended value and validity of the Performance Security in terms of the amended contract within fourteen days of issue of the amendment.
  - 6) The Procuring Entity shall be entitled, and it shall be lawful on his part,
    - (a) to deduct from the performance securities or to forfeit the said security in whole or in part in the event of:
      - i) any default, or failure or neglect on the part of the contractor in the fulfilment or performance in all respect of the contract under reference or any other contract with the Procuring Organisation or any part thereof
      - ii) for any loss or damage recoverable from the contractor which the Procuring Entity may suffer or be put to for reasons of or due to above defaults/ failures/neglect
    - (b) and in either of the events aforesaid to call upon the contractor to maintain the said performance security at its original limit by making further deposits, provided further that the Procuring Entity shall be entitled, and it shall be lawful on his part, to recover any such claim from any sum then due or which at any time after that may become due to the contractor for similar reasons.
  - 7) Subject to the sub-clause above, the Procuring Entity shall release the performance

security without any interest to the contractor on completing all contractual obligations, including the Defect Liability obligations, if any. Alternatively, upon the contractor submitting a suitable separate Defect Liability Security for the duration of Defect Liability obligations, the original Performance Guarantee Security shall be released *mutatis mutandis*.

- 8) No claim shall lie against the Procuring Entity regarding interest on cash deposits or Government Securities or depreciation thereof.

## 4.7 Labour Codes and Related Obligations

### 4.7.1 *Independent Contractor*

The contractor's status shall be that of an independent contractor and Primary Employer of staff deployed during the contract by him or his sub-contractors or other associates. The contractor, its employees, agents, and subcontractors performing under this Contract are not employees or agents of the Procuring Organisation or Procuring Entity or Central or State Government or their agencies/ Enterprises, simply by Services delivered under this Contract.

### 4.7.2 *Obligations of the contractor under Labour Codes and Rules*

1 In cases where Services are to be performed by the contractor at the premises of the Procuring Entity or Beneficiary of Services, the contractor shall comply with the provisions of the Labour Codes including Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020, and Draft Rules made thereunder, as modified from time-to-time, wherever applicable and shall also indemnify the Procuring Entity from and against any claims under the aforesaid Labour codes and the Rules.

2 The contractor shall obtain a valid licence under the aforesaid Labour codes and the Rules as modified from time to time before the commencement of the contract and continue to have a valid licence until the completion of the contract. Any failure to fulfil this requirement, the Procuring Entity shall treat it as a breach of contract for default as per the contract and avail any or all remedies thereunder.

3 In respect of all labour directly or indirectly employed in the contract for the performance of the contractor's part of the contract, the contractor shall comply with or cause to comply with the provisions of the aforesaid Labour codes and the Rules wherever applicable. The contractor shall be solely responsible for submitting all the necessary returns under these Codes and the Rules. Nevertheless, the contractor shall submit monthly returns to the Procuring Entity to confirm compliance with such Codes and rules. Failure to do so shall entitle Procuring Entity to take any measure to ensure compliance to such codes and rules by the contractor and his associates, including, but not limited to, withholding contractor's on-account bills.

4 The contractor shall pay the wages as per the Code on Wages to their workers not below the rate of minimum wages, as notified by the State Government or Central Government, whichever is higher, through the bank transfer. The contractor shall, notwithstanding the contract's provisions to the contrary, cause to be paid the wages to labour directly or indirectly engaged on the contract, including any engaged by his Sub-Contractors in connection with the said contract as if he had immediately employed the labour. The Procuring Entity shall, without any commitments or being obliged to do, may its discretion, monitor that such payments are being made. The contractor shall be required to submit, every month, documentary evidence in the form of a Bank Statement of having transferred the gross minimum wages to each worker. Failure to do so shall entail Procuring Entity taking up any measure to ensure the payment of wages including, but not limited to, withholding contractor's on-account bills.

5 In every case in which, by virtue of the provisions of the aforesaid Labour codes and the Rules, the Procuring Entity is obliged to pay any amount of wages to a workman employed by the contractor or his Sub-Contractor in execution of the contract or to incur any expenditure in

providing welfare and health amenities required to be provided under the aforesaid Labour codes and the Rules or to incur any expenditure on account of the contingent liability of the Procuring Entity due to the contractor's failure to fulfil his statutory obligations under the aforesaid Labour codes and the Rules the Procuring Entity shall recover from the contractor, the amount of wages so paid or the amount of expenditure so incurred, and without prejudice to the rights of

the Procuring Entity under the aforesaid Labour codes and the Rules, the Procuring Entity shall be at liberty to recover such amount or part thereof by deducting it from the security deposit and/ or from any sum due by the Procuring Entity to the contractor whether under the contract or otherwise. The Procuring Entity shall not be bound to contest any claim made against it under the aforesaid Labour codes and the Rules except on the contractor's written request, and upon giving the Procuring Entity complete security for all costs, for which the Procuring Entity might become liable in contesting such claim. The decision of the Procuring Entity regarding the amount recoverable from the contractor as stated above shall be final and binding on the contractor.

#### **4.8 Occupational Safety, Health, Working Conditions, Social Security, and Industrial Relations Requirements:**

As per Labour Codes, which included Code on Wages, 2019, The Industrial Relations Code 2020, Code on the Social Security 2020, and The Occupational Safety, Health and Working Conditions 2020 and rules thereunder, the following provisions shall be ensured by the contractor.

##### **1 Provisions for Workers:**

- a) At his own expense, the contractor shall make adequate arrangements for the housing, supply of drinking water, and provision of clean sanitation, including urinals, etc., for his staff and workers, directly or through the petty contractors or sub-contractors.
- b) The contractor shall also provide a temporary creche (Bal-mandir) where 50 or more workers are employed at a time.
- c) Suitable sites on Procuring Entity's land, if available, but without any obligation to do so, may be allotted to the contractor for the erection of labour camps, either free of charge or on such terms and conditions that the Procuring Entity may prescribe.
- d) All camp sites shall be maintained in clean and sanitary conditions by the contractor at his own cost.

2 During the execution of services, unless otherwise stipulated in the contract, the contractor shall at his own cost provide the following materials as is necessary for:

- a) the safety, hygiene, satisfaction, elegance, acceptance, proper handling of assets and shall ensure that no damage, injury, or loss is caused or likely to be caused to any person or assets or hindrance to other works/ services.
- b) environmental requirements to conserve energy, water, wood, paper, and other resources, reduce waste, phase out the use of ozone-depleting substances, and minimise the release of greenhouse gases, volatile organic compounds, and other substances damaging health and the environment.

3 **Medical Facilities:** the contractor shall provide medical facilities at the site as prescribed by the Contract Manager on the advice of the Procuring Entity's Medical Authority commensurate with the strength of the contractor's resident staff and workers. Such facilities shall include a First-Aid facility manned with staff trained in first aid as per labour codes or the Contract Manager's directions.

##### **4 Medical Certificate of Fitness for Labour**

the contractor shall not employ a person below 18 years of age. For delivery of Services under the contract, unless a medical certificate of fitness in the prescribed

form under labour codes (or as directed by the contract manager) is granted to each worker by a certifying surgeon certifying that he is fit to work as an adult, is obtained and kept in the custody of the contractor or a person nominated by him in this behalf and the person carries with him, while at work, a token giving a reference to such certificate.

- a) **Period of Validity of Medical Fitness Certificate:** A certificate of fitness granted or renewed for the above-said purposes shall be valid only for one year at a time. The certifying surgeon shall revoke a certificate granted or renewed if, in his opinion, the holder of it is no longer fit for work in the capacity stated therein. Where a certifying surgeon refuses to grant or renew a certificate or revoke a certificate, he shall, if so required by the person concerned, state his reasons in writing for doing so.
- b) **Medical Re-Examination of Labour:** Where any official appointed on this behalf by the Ministry of Labour believes that any person employed in connection with the execution of any work under this Contract in the age group 18 to 65 years is without a certificate of fitness or is having a certificate of fitness but no longer fit to work in the capacity stated in the certificate, he may serve on the contractor, or the person nominated by him in this regard, a notice requiring that a certifying surgeon and such person shall examine such persons shall not if the concerned official so directs, be employed or permitted to do any work under this Contract unless he has been medically examined and certified that he has been granted a certificate of fitness or a fresh certificate of fitness, as the case may be.

#### **4.9 Permits, Approvals and Licenses**

Whenever the delivery of Services and incidental Goods/ Works requires the contractor to obtain permits, approvals, and licenses from local public authorities, it shall be the contractor's sole responsibility to obtain these and keep these current and valid. Such requirements may include but not be restricted to licences or environmental clearance if required. If requested by the contractor, the Procuring Entity shall make its best effort to assist the contractor in complying with such requirements in a timely and expeditious manner, without any dilution of the Contractor's responsibility in this regard.

#### **5 Accounting, Inspection and Auditing**

the contractor shall keep accurate and systematic accounts and records regarding the provision of the Services under this Contract, as per accounting principles prescribed in India.

### **6. Procuring Entity's Obligations**

#### **6.1. Facilities to be Provided by the Procuring Entity**

- 1) No Facilities (including Reference Documents, Medical facilities, Rooms, Furniture, Transport, Access to IT Services etc.) other than those stipulated explicitly in the contract shall be provided or loaned by the Procuring Entity to the contractor for performance of the contract. Whenever such assets are required to be issued to the contractor as per the contract, these would be issued only as per terms and conditions and against appropriate safeguards (including Insurances, Bank Guarantee, Indemnity Bonds, Retention Money etc.) specified therein. The contractor shall use such property for the execution of the contract and no other purpose whatsoever.
- 2) Unless otherwise stipulated in the contract, The Procuring Entity may hire to the contractor non-key Equipment owned and sparable by Procuring Entity for use during execution of the Services on terms and conditions and on the chargeable basis as may be stipulated in the



contract or a separate agreement for Hire of such equipment.

## **6.2. Provision of Utilities at Site by Procuring Entity**

Unless otherwise stipulated in the contract, The Procuring Entity may supply without any obligation to do so, to the contractor part or whole of the quantity of the water and electricity required for the delivery of Services from the Procuring Entity's existing water/ electricity supply system at or near the site of Services on specified terms and conditions and on chargeable basis (unless specified otherwise), provided that the contractor shall arrange, at his own expense, to effect the connections and lay additional pipe/ power lines and accessories on the site. Nevertheless, it shall be the responsibility of the contractor to installadequate alternative arrangements to tide over outages in utilities or failure in supply by the Procuring Entity, and that the contractor shall not be entitled to any compensation– nor shallthis be a reason for the delay in delivery of Services.

## **7. *Scope of Services, Performance Standards and Quality Assurance***

### **7.1. Quality Control and Defect Liability**

- 1) The Procuring Entity shall check the quality of the Services and shall inspect the contractor's performance according to the relevant section(s) of Format 1.1: Description of Services. The Procuring Entity shall promptly notify the contractor of any identified defects, requesting the correction of the notified defect within a reasonable time.
- 2) If the contractor has not corrected notified defect within the time stipulated in the Procuring Entity's notice, the Procuring Entity shall assess the cost of having the defect corrected. Without prejudice to any of its other remedies under this Contract or applicable law, procuring Entity shall be legally entitled to deduct such cost from the contract's payments, together with the damages for the shortfall in performance (as per clause above), a sum equivalent to the percentage stipulated in the contract.

## **8. *Measurement, Variations and Modifications***

### **8.1. Rates for Extra Items**

- 1) Any extra item of Service carried out by the contractor on the instructions of the Contract Manager which is not included in the Price Schedule shall be executed at the rate agreed upon between the Contract Manager and the contractor before the execution of such items of service.
- 2) The contractors shall be bound to notify the Contract Manager at least seven days before the necessity arises to execute such extra items of Services for which the Price Schedule/ Contract does not include rate or rates.
- 3) The rates payable for such extra items shall be decided at the meeting between the Contract Manager and Contractor, in as short a period as possible after the need for the extra item has come to the notice. In case the contractor fails to attend the meeting after being notified to do so or in the event of no settlement being arrived at, the Procuring Entity shall be entitled to execute such extra items of Service by other means, and the contractor shall have no claim for loss or damage that may result from such procedure.
- 4) Provided that if the contractor commences such items of Service or incurs any expenditure in this regard before the rates as determined and agreed upon as mentioned above, then and in such a case, the contractor shall only be entitled to be paid in respect of the Services carried out or expenditure incurred by him before the date of determination of the rates as aforesaid according to the rates as shall be fixed by the Contract Manager. However, if the contractor is not satisfied with the decision of the Contract Manager in this respect, he may appeal to the Head of Procurement within 30 days of getting the decision of the Contract

Manager, supported by analysis of the rates claimed. The Head of Procurement's decision after hearing both the parties in the matter would be final and binding on the contractor and the Procuring Entity.

## 9. *Deployment of Resources*

### 9.1. Site and Assets thereon

#### 9.1.1 *Site of Service Delivery*

- 1) The site for Service delivery shall be the lands, spaces, and other places on, under, in or through which the Services are to be carried out and any other lands or places provided by the Procuring Entity for the contract.
- 2) No land or building or any other asset belonging to or in possession of the Procuring Entity shall be occupied by the contractor without the permission of the Procuring Entity. The contractor shall not use or allow to be used the site for any purposes other than executing or concerning the execution of the services.
- 3) **Facilities for Inspection:** the contractor shall afford the Contract Manager and his representative every facility for entering in and upon every portion of the site at all hours for inspection or otherwise and shall provide all facilities required for the purpose. The Contract Manager and his representative shall have free access to every part of the site and all places at which materials, tools, and plants are stored or prepared for the Services.
- 4) **Existing Roads and Waterways:** Existing roads or water courses shall not be blocked, cut through, altered, diverted, or obstructed in any way by the contractor, except with the permission of the Contract Manager. All compensations claimed for any unauthorized closure, cutting through, alteration, diversion or obstruction to such roads or water courses by the contractor or his agent or his staff shall be recoverable from the contractor by deduction from any sums which may become due to him in terms of Contract, or otherwise according to law.
- 5) **Non-Obstruction of Access:** During the progress of Services in any street or thoroughfare, the contractor shall make adequate provision for the passage of traffic, for securing safe access to all premises approached from such street or thoroughfare and for any drainage, water supply or means of lighting which may be interrupted by reasons of the execution of the Services and shall react and maintain at his cost barriers, lights and other safeguards as prescribed by the Contract Manager, for the regulation of the traffic, and provide security staff necessary to prevent accidents.
- 6) **No Obstruction to Flow of Work and Personnel of Procuring Entity:** Contractor shall arrange his work in consultation with the Contract Manager in such a manner to avoid obstruction to the normal flow of work and personnel of the Procuring Entity at the site, preferably utilising non-business hours for such obstructive or hazardous activities.

#### 9.1.2 *Security Arrangements*

- 1) **Prohibition of Smoking and Intoxicants:** the contractor or his staff or any labour employed through sub-contractors or petty contractors shall be prohibited from Smoking in 'No Smoking Zone' and in Public Places and also prohibited from the use of any intoxicating substances including, but not limited to, intoxicating beverages during the service period or on-site or near the site or in any of the facilities, sites, buildings, encampments, or tenements owned, occupied by or within the control of the contractor or any of his employees. The contractor shall exercise influence and authority to the utmost extent to secure strict compliance with this condition.

#### 9.1.3 *Safety Issues*

- 1) the contractor shall be responsible for the safety of all activities on the Site.
- 2) The contractor shall be responsible for the safety of all persons employed by him

on Site, directly or through petty contractors or Sub-Contractors, and shall report accidents to any of them, however, and wherever occurring on Works, to the contractmanager or his representative, and shall make every arrangement to render all possible assistance and to provide prompt and proper medical attention. The compensation for affected Workers or their relatives shall be paid by the contractor in such cases expeditiously as per the Workmen's Compensation Act and other labour codes.

#### **9.1.4 Removal of Personnel on Orders of Contract manager**

- 1) If the Procuring Entity finds that any of the Personnel have (i) committed severe misconduct or have been charged with having committed a criminal act, or (ii) have reasonable cause to be dissatisfied with the performance of any of the Personnel, then the contractor shall, at the Procuring Entity's written request specifying the grounds thereof, provide as a replacement a person with qualifications and experience acceptable to the Procuring Entity, subject to sub-clause 2) below.
- 2) The contractor shall have no claim for additional costs arising out of or incidental to any removal and/or replacement of Personnel.

### **10. Delivery of Services and delays**

#### **10.1. Works Programme**

- 1) Before commencement of the Services, the contractor shall submit for approval of the Contract Manager a Works Programme showing the Methods; schedule of delivery of services, the deployment plans for Personnel; Equipment and Materials for the execution of the services. The programme of delivery of Services amended as necessary by discussions with the Contract Manager shall be treated as the agreed Works programme for this Contract. The Services shall be carried out and monitored as per the approved Program as updated.
- 2) Unless otherwise stipulated in the contract or agreed between the parties, the Works Programme shall be based on round-the-clock (24X7) operations without violating statutory regulations.

#### **10.2. Compliance to Contract Manager's Instructions**

- 1) the Contract Manager shall direct the order in which the several components of the Services shall be provided, and the contractor shall execute without delay all orders given by the Contract Manager from time to time. Still, the contractor shall not be relieved thereby from responsibility for the due performance of the Services in all respects.
- 2) Any instructions or approval given by the Contract Manager's representative to Contractor in connection with the Services shall bind the contractor as though the Contract Manager had given it provided as follows -
  - a) Failure of the Contract Manager's representative to disapprove any work/ Services or materials shall not prejudice the power of the Contract Manager after that to disapprove such Services or material and order the rectification thereof.
  - b) If the contractor is dissatisfied because of any decision of the Contract Manager's representative, he shall be entitled to refer the matter to the Head of Procurement through the Contract Manager, who shall there upon confirm or vary such decision.
- 3) **Compliance with Contractor's Request for Details:** the Contract Manager

shall furnish with reasonable promptness, after receipt of the contractor's request, additional instructions regarding procedures, specifications or otherwise, necessary for the proper performance of the Services or any part thereof. All such procedures, specifications and instructions shall be consistent with the contract Documents and reasonably inferable from them.

### **10.3. Commencement of Services**

- 1) **Effective Date of Contract:** Contractor shall commence the Services and shall proceed with due expedition and without delay, from the effective date of Contract i.e. 01/04/2024.

### **10.4. Damages and Deductions Thereof**

#### ***Right of the Procuring Entity to recover Damages.***

Procuring Entity shall be entitled to, and it shall be lawful for him to recover damages for the shortfall in performance and Liquidated damages as detailed in this clause from all payments due or any Performance Security or any retention money. This clause does not limit Procuring Entity from imposing more than one damages under the contract, and such damages shall be applied concurrently.

### **10.5. Suspension of Services**

#### ***Suspension Ordered by Contract Manager***

the contractor shall, on the order of the Contract Manager, suspend the progress of the Services or any part thereof for such time or times and in such manner as the Contract Manager may consider necessary, and shall during such suspension, adequately protect and secure the site and assets so far as is necessary in the opinion of the Contract Manager. If such suspension is -

- 1) Provided for in the contract, or
- 2) Necessary for the proper execution of the Services or because of extraneous conditions or by some default on the part of the contractor and or
- 3) Necessary for the safety of the Services or any part thereof

### **10.6. Force Majeure**

- 1) On the occurrence of any unforeseen event, beyond the control of either Party, directly interfering with the delivery of Services arising during the currency of the contract, such as war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, or acts of God, the affected Party shall, within a week from the commencement thereof, notify the same in writing to the other Party with reasonable evidence thereof. Unless otherwise directed by the Procuring Entity in writing, the contractor shall continue to perform its obligations under the contract as far as reasonably practicable and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event. If the force majeure condition(s) mentioned above be in force for 90 days or more at any time, either party shall have the option to terminate the contract on expiry of 90 days of commencement of such force majeure by giving 14 days' notice to the other party in writing. In case of such termination, no damages shall be claimed by either party against the other, save and except those which had occurred under any other clause of this Contract before such termination.
- 2) Notwithstanding the remedial provisions contained in GCC-clause 10.5 and 13, none of the Party shall seek any such remedies or damages for the delay and/ or failure of the other Party in fulfilling its obligations under the contract if it is the result of an event of Force

Majeure.

## 11 Prices and Payments

### 11.1. Taxes and Duties

- 1) the contractor shall be entirely responsible for all taxes, duties, fees, levies etc., incurred until delivery of the Services to the Procuring Entity. Further instruction, if any, shall be as provided in the SCC.
- 2) If applicable under relevant tax laws and rules, the Procuring Entity shall deduct from all payments and deposit required taxes to respective authorities on account of GST Reverse Charge Mechanism; Tax Deducted at Source (TDS), and Tax Collected at Source (TCS) relating to Income Tax, labour cess, royalty etc.
- 3) **Payment of GST Tax under the contract:**
  - (a) The payment of GST and GST Cess to the contractor shall be made only on the latter submitting a GST compliant Bill/ invoice indicating the appropriate HSN code and applicable GST rate thereon duly supported with documentary evidence as per the provision of relevant GST Act and the Rules made there under. The delivery of Services shall be shown being made in the name, location/ state, and GSTIN of the beneficiary of the Services only, the location of the procurement office of the procuring entity has no bearing on the invoicing.
  - (b) While claiming reimbursement of duties, taxes etc. (like GST) from the Procuring Entity, as and if permitted under the contract, the contractor shall also certify that in case it gets any refund out of such taxes and duties from the concerned authorities at a later date, it (the contractor) shall refund to the Procuring Entity, the Procuring Entity's share out of such refund received by the contractor. The contractor shall also refund the appropriate amount to the Procuring Entity immediately after receiving the same from the concerned authorities.
  - (c) All necessary adjustment vouchers such as Credit Notes/ Debit Notes for any short/ excess delivery of Services or revision in prices or any other reason under the contract shall be submitted to the Procuring Entity in compliance with GST provisions.
  - (d) GST shall be paid as per the rate at which it is liable to be assessed or has been assessed provided the provision of Services is legally liable to such taxes and is payable as per the terms of the contract subject to the following conditions:
    - i) The Procuring Entity shall not pay a higher GST rate if leviable due to any misclassification of HSN number or incorrect GST rate incorporated in the contract due to contractor's fault. Wherever the contractor invoices the Goods at GST rate or HSN number, which is different from that incorporated in the contract, payment shall be made as per GST rate, which is lower of the GST rates incorporated in the contract or billed.
    - ii) However, the Procuring Entity shall not be responsible for the contractor's tax payment or duty under a misapprehension of the law.
    - iii) Bidder is informed that he shall be required to adjust his basic price to the extent required by a higher tax rate billed as per invoice to match the all-inclusive price mentioned in the contract.
    - iv) In case of profiteering by the contractor relating to GST tax, the contractor shall treat it as a violation of the Code of Integrity in the contract and avail any or all punitive actions thereunder, in addition to recovery and action by the GST authorities under the Act.
  - (e) The contractor should issue Receipt vouchers immediately on receipt of all types of payments along with tax invoices after adjusting advance payments, if any, as per Contractual terms and GST Provisions.

(f) Liquidated damages or any other recoveries should be shown as deductions on the invoice, and GST shall be applicable only on the nett balance payment due.

- 4) **Statutory Variation Clause:** Unless otherwise stated in the contract, statutory increase in applicable GST rate only during the original delivery period shall be to Procuring Entity's account. Any increase in the rates of GST beyond the original completion date during the extended delivery period shall be borne by the contractor. The benefit of any reduction in GST rate must be passed on to the Procuring Entity during the original and extended delivery period. However, GST rate amendments shall be considered for quoted HSN code only, against documentary evidence, provided such an increase of GST rates takes place after the last date of bid submission.

### 11.2. Terms and Mode of Payment

- 1) While claiming payment, the contractor is also to certify in the bill that the payment being claimed is strictly in terms of the contract and all the obligations on the part of the contractor for claiming that payment has been fulfilled as required under the contract.
- 2) The payments shall be made in the manner as per Procuring Entity's payment procedures. Unless otherwise stipulated in the contract, payments above INR 5,000 (or any other threshold specified) to Contractors shall be made through EFT only. The contractor shall give his consent in a mandate form for receipt of payment through NEFT. In case of non-payment through EFT, or where the EFT facility is not available, payment may be released through cheque.
- 3) In Domestic Contracts, payments shall only be made in Indian Rupees. In Global Tenders, payment to foreign bidders shall be made in the currency/ currencies authorized in the contract. However, agency commission and local value additions shall be paid only in Indian Rupees.
- 4) the contractor shall send its claim for payment in writing as per GST compliant Invoice and documents, when contractually due, along with relevant documents etc., as stipulated in Contract and a manner as also specified therein.

### 11.3. Withholding and lien in respect of sums claimed:

- 1) Whenever any claim or claims for payment of a sum of money arises against the contractor, out of or under the contract, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain such sum or sums, in whole or in part pending finalisation or adjudication of any such claim from -
  - a) any security or retention money, if any, deposited by the contractor.
  - b) any sum(s) payable till now or hereafter to the contractor under the same Contract or any other contract with the Procuring Entity if the security is insufficient or if no security has been taken from the contractor.
- 2) Where the contractor is a partnership firm or a limited company, the Procuring Entity shall be entitled, and it shall be lawful on his part, to withhold and also have a lien to retain towards such claimed amount or amounts in whole or in part from any sum found payable to any partner/ limited company, as the case may be, whether in his capacity or otherwise.
- 3) It is an agreed term of the contract that the sum(s) of money so withheld or retained under the lien referred above shall be kept withheld or retained till the claim arising out of or under the contract. The contractor shall have no claim for interest or damages whatsoever on any account in respect of such withholding or retention under the lien referred to supra and duly notified as such to the contractor.
- 4) **Lien in respect of Claims in other Contracts:** Any sum of money due and payable to the contractor (including the security deposit returnable to him) under the contract may be withheld or retained by way of lien by the Procuring Entity or Government against any claim of the Procuring Entity or Government in respect of payment of a sum of money

arising out of or under any other contract made by the contractor with the Procuring Entity or Government.

#### **11.4. Payments to Contractor**

- 1) **Time-Based (Inputs admeasurement):** Unless instructed in writing by the Procuring entity, payments shall not be made for any extra inputs deployed over and above the Input Deployment Plans (Personnel, equipment, materials etc.) mentioned in the contract. Nevertheless, if such inputs are deployed less than those stipulated, deductions shall be made based on the rates indicated for the inputs (Personnel, equipment, materials etc.) in the contract.
- 2) **Unit-Rate (Output admeasurements):** Unless otherwise stipulated, payments shall be made every month for the volume of Services rendered during the period.
- 3) **Lumpsum:** Unless otherwise stipulated, payments shall be made only on completion of Services.

**Percentage (of Value of Transactions):** The payment for the total price of Services calculated at the percentage of the actual value of Activities rendered shall be made either every month or on completion of milestones or on completion of entire Services whichever is stipulated in the contract.

##### **11.4.1 "On-Account" Payments**

the contractor shall be entitled to be paid every month (unless otherwise stipulated in the contract) by way of "On-Account" payment, only for such Services, as in the opinion of the Contract Manager, the contractor has executed in terms of the contract during the month. All payments due against the Contract Manager or his representative's certificates of measurements shall be subject to any deductions, which may be made under the contract, always provided that the Contract Manager may by any certificate make any correction or modification in any previous certificate, which he may have issued. The Contract Manager may withhold any certificate if the Services or any part thereof are not being carried out as per the contractual performance standards.

##### **11.4.2 On Account Payments Not Prejudicial to Final Settlement**

"On-Account" payments made to the contractor shall be without any prejudice to the final settlement of the accounts (except where measurements are noted explicitly in the Measurement Book as "Final Measurements" and the contractor has signed it such). They shall in no respect be considered or used as evidence of any facts stated in or to be inferred from such accounts nor of any particular quantity of service having been executed nor of the manner of its execution being satisfactory.

##### **11.4.3 Preconditions for Passing the Bills**

- 1) the Contract Manager shall ensure and cross-check with all relevant records before passing the bills of the contractor. Upon verification of the records by Procuring Entity, payments can be released to the contractor.
- 2) The contractor shall ensure that Minimum gross wages, including ESI, EPF etc., is paid as per the actuals by the contractor to all workers, and portions to be deposited with the relevant authorities has also been deposited by him. If the contractor fails to pay the gross minimum wages, the same shall be informed to the Regional Labour Commissioner.
- 3) the Contract Manager shall ensure that the contractor submits all the relevant records related to statutory obligations and agreement conditions for claiming monthly bills.
  - 4) Procuring Entity shall upload the details of the contractor online on the

Employees' Provident Fund Organisation (EPFO) portal. Every month, Procuring Entity may, if required, cross-verify the contractor's monthly statements regarding EPF and other contributions from the EPFO's records online. The contractor must provide documentary evidence to show coverage of all his workers or labour under the schemes mentioned in GCC-clause 9.1.4 annually.

## **11.5. Completion Certificate and Final payment**

### **11.5.1 Completion Certificate**

Upon a written intimation from the contractor, the Contract Manager shall issue a certificate of completion duly indicating the date of completion after satisfying himself of the following. The Contract Manager may also issue such a certificate indicating the date of completion concerning any part of the service (before the completion of the whole of service), which has been completed to the satisfaction of the Contract Manager:

- 1) that the whole of the Services to be done under the provisions of the contracts have been completed or when any such certificate is given in respect of part of a service, such part shall be considered completed.
- 2) that they have been inspected by him since their completion and found to be in good and substantial order,
- 3) that such completed services have satisfactorily passed any final test or tests that may be prescribed,
- 4) that all properties, works and things, removed, disturbed, or damaged in consequence of the Services have been adequately replaced and
- 5) that the contractor has returned in good condition, all assets loaned or hired from the Procuring Entity and has given a satisfactory account of payments made to or retained by the Procuring Entity for such loaned/ hired assets,
- 6) that the contractor has made good and satisfied in conformity with the contract all expenses and demands:
  - a) incurred by or made upon by the Procuring Entity.
  - b) for or in respect of damages or losses from or in consequence of the services.

### **11.5.2 Approval Only by Completion Certificate:**

No certificate other than completion certificate referred to in sub-clause above shall be deemed to constitute approval of any service or other matter in respect of which it is issued or shall be taken as an admission of the due performance of the contract or any part thereof of the accuracy of any claim or demand made by the contractor or of additional varied Services having been ordered by the Contract Manager nor shall any other certificate conclude or prejudice any of the powers of the Contract Manager.

### **11.5.3 Cessation of Procuring Entity's Liability**

After the issue of Completion Certificate, the Procuring Entity shall not be liable to the contractor for any matter arising out of or in connection with the contract for the delivery of the Services, unless the contractor shall have claimed in writing in respect thereof before the issue of the Completion Certificate for service in Contract.

### **11.5.4 Unfulfilled Obligations**

Notwithstanding the issue of Completion Certificate for service, the contractor and the Procuring Entity shall remain liable for the fulfilment of any obligation incurred under the provision of the contract before the issue of the Completion Certificate for service, which remains unperformed at the time such certificate is issued. The contract shall be deemed to remain in force till the nature and extent of any such obligations are determined.



### **11.5.5 Final Payment**

The contractor shall submit a Final bill on the Contract Manager's certificate of completion regarding the services. The Final payment shall be made as per the following calculations to the contractor after receiving a clear "No Claim Certificate" signed from him:

- 1) the total quantity of service executed by the contractor upto the completion date based on the Contract Manager or his representative's certified measurements.
- 2) priced at the rates in the Price Schedule in the contract and for extra works on rates determined under GCC-clause 8.4 of these Conditions.
- 3) necessary adjustment for any payments already made or retained
- 4) any deduction which may be made under the contract,
- 5) a complete account of all claims Contractor may have on the Procuring Entity, and the Contract Manager gave a certificate in writing that such claims are correct,

### **11.5.6 No Claim Certificate and Release of Contract Securities**

The contractor shall submit a 'No-claim certificate' to the Procuring Entity in such form as shall be required by the Procuring Entity after the Services are finally admeasured and before the final payment/ performance securities are released. The Procuring Entity shall release the contractual securities without any interest if no outstanding obligation, asset, or payments are due from the contractor. The contractor shall not be entitled to make any claim whatsoever against the Procuring Entity under or arising out of this Contract, nor shall the Procuring Entity entertain or consider any such claim, if made by the contractor, after he shall have signed a "No Claim" Certificate in favour of the Procuring Entity. The Contractor shall be debarred from disputing the correctness of the items covered by the "No Claim" Certificate or demanding a clearance to arbitration in respect thereof.

### **11.5.7 Post Payment Audit**

Notwithstanding the issue of Completion Certificate and release of final Payment, the Procuring Entity reserves the right to carry out within 180 days (unless otherwise stipulated in the contract) of such completion/ final payment, a post-payment audit and/ or technical examination of the Services and the final bill including all supporting vouchers, abstracts etc. If any over-payment to the contractor is discovered due to such examination, the Procuring Entity shall claim such amount from the contractor.

### **11.5.8 Signature on Receipts for Amounts**

Every receipt for money, which may become payable, or for any security which may become transferable to the contractors, under the contract, shall if signed in the partnership name by any one of the partners of a Contractor's firm, be a suitable and sufficient discharge to the Procuring Entity in respect of the sums of money or security purported to be acknowledged thereby. In the event of death of any contractor, partners during the pendency of the contract, every receipt by anyone of the surviving constituents shall be suitable and sufficient discharge as aforesaid. Nothing in this Clause shall be deemed to prejudice or effect any claim that the Procuring Entity may hereafter have against the legal representative regarding any breach of any contract conditions by any contractor partner/member so dying. Nothing in this clause shall be deemed to prejudice or effect the respective rights or obligations of the contractor partners/ members and the legal representatives of any deceased Contractor partners/ members.

## **11.6. Defects Liability Period**

- 1) the contractor warrants that the Services have been delivered as per description, scope/ quantum, performance standards and quality outlined in the contract. This Defect

Liability shall be in effect for a period stipulated in the contract (or if not specified for ninety (90) days) from completing the Services. The contract shall be deemed alive during this period, even if final payment and/ or Performance Guarantee has been released.

- 2) During the Defects Liability Period, upon discovering any deficiencies in outputs/ outcomes attributable to a shortfall in scope/ quantum, performance standards and quality of the performed Services, the Procuring Entity shall give written notice to the contractor.
- 3) Upon receiving such notice, the contractor shall, within 21 days (or within any other period, if stipulated in the contract), expeditiously remedy or reperform the Services or parts thereof, free of cost, at the site.
- 4) If the contractor, having been notified, fails to rectify/ replace the defect(s) within 21 days (or within any other period, if stipulated in the contract), it shall amount to breach of Contract, and the Procuring Entity shall proceed to take such remedial action(s) as deemed fit by it as detailed.

### **11.7. Payment Against Time-Barred Claims**

All claims against the Procuring Entity shall be legally time-barred after three years calculated from the date when the payment falls due unless the payment claim has been under correspondence. The Procuring Entity is entitled to, and it shall be lawful for it to reject such claims.

## **12. Resolution of Disputes**

### **12.1. Disputes and Excepted Matters**

All disputes and differences between the parties hereto, as to the construction or operation of this Contract, or the respective rights and liabilities of the parties on any matter in question; or any other account whatsoever, but excluding the Excepted Matters (detailed below); arising out of or in connection with the contract, within thirty (30) days from aggrieved Party notifying the other Party of such matters; whether before or after the completion/ termination of the contract, that cannot be resolved amicably between the Contract Manager and the contractor, shall be hereinafter called the "Dispute". The aggrieved party shall give a 'Notice of Dispute' indicating the Dispute and claims citing relevant Contractual clause to the designated authority requesting for invoking the following dispute resolution mechanism. The Dispute shall be resolved without recourse to courts through dispute resolution mechanisms detailed subsequently, in the sequence as mentioned below, and the next mechanism shall not be invoked unless the earlier mechanism has been invoked or has failed to resolve it within the deadline mentioned therein.

- 1) Adjudication
- 2) Conciliation
- 3) Arbitration

### **12.2. Excepted Matters**

Matters for which provision has been made in any Clause of the contract shall be deemed as 'excepted matters' (matters not disputable/ arbitrable), and decisions of the Procuring Entity, thereon shall be final and binding on the contractor. The 'excepted matters' shall stand expressly excluded from the purview of the sub-clauses below, including Arbitration.

However, where the Procuring Entity has raised the dispute, this sub-clause shall not apply. Unless otherwise stipulated in the contract, excepted matters shall include but not limited to:

- 1) any controversies or claims brought by a third party for bodily injury, death, property damage or any indirect or consequential loss arising out of or in any way related to the performance of this Contract ("Third Party Claim"), including, but not limited to, a Party's right to seek contribution or indemnity from the other Party in respect of a Third-Party Claim.
- 2) Issues related to the pre-award tender process or conditions

- 3) Issues related to ambiguity in Contract terms shall not be taken up after a Contract has been signed. All such issues should be highlighted before the signing of the contract by the contractor.
- 4) Provisions incorporated in the contract, which are beyond the purview of The Procurement Entity or are in pursuance of policies of Government, including but not limited to
  - a) Provisions of restrictions regarding local content and Purchase Preference to Local suppliers in terms of Make in India policy of the Government
  - b) Provisions regarding restrictions on Entities from Countries having land borders with India in terms of the Government's policies in this regard
  - c) Purchase preference policies regarding MSEs and Start-ups

### **12.3. Adjudication**

After exhausting efforts to resolve the Dispute with the Contract Manager executing the contract on behalf of the Procuring Entity, the contractor shall give a 'Notice of Adjudication' specifying the matters which are in question, or subject of the dispute or difference indicating the relevant contractual clause, as also the amount of claim item-wise to Head of Procurement or any other authority mentioned in the contract (hereinafter called the "Adjudicator") for invoking resolution of the dispute through Adjudication. During his adjudication, the Adjudicator shall give adequate opportunity to the contractor to present his case. Within 60 days after receiving the representation, the Adjudicator shall make and notify decisions in writing on all matters referred to him. The parties shall not initiate, during the adjudication proceedings, any conciliation or arbitral or judicial proceedings in respect of a dispute that is the subject matter of the adjudication proceedings. If not satisfied by the decision in adjudication, or if the adjudicator fails to notify his decision within the abovementioned time-frame, the contractor may proceed to invoke the process of Conciliation as follows.

### **12.4. Conciliation of disputes**

- 1) Any party may invoke Conciliation by submitting "Notice of Conciliation" to the Head of the Procuring Organisation. Since conciliation is a voluntary process, within 30 days of receipt of "Notice of Conciliation", the Head of the Procuring Organisation shall notify a sole Conciliator if the other party is agreeable to enter Conciliation. If the other party is not agreeable to Conciliation, the aggrieved party may invoke Arbitration.
- 2) The Conciliator shall proactively assist the parties to reach an amicable settlement independently and impartially within the terms of Contract, within 60 days from the date of appointment of Conciliator.
- 3) If the parties reach an agreement on a dispute settlement, they shall draw up a written settlement agreement duly signed by the parties and conciliator. When the parties sign the settlement agreement, it shall be final and binding on the parties. The dispute shall be treated as resolved on the date of such agreement.
- 4) The parties shall not initiate, during the conciliation proceedings, any arbitral or judicial proceedings in respect of a dispute that is the subject matter of the conciliation proceedings.
- 5) Termination of Conciliation: Disputes shall remain alive if the conciliation is terminated as follows:
  - a) By written declaration of the conciliator, after consultation with the parties, to the effect that further efforts at conciliation are no longer justified, on the date of such declaration; or
  - b) By a written declaration of any party to the conciliator to the effect that the

- conciliation proceedings are terminated, on the date of such declaration; or
- c) If the parties fail to reach an agreement on a settlement of the dispute, within 60 days of the appointment of Conciliator
  - 6) On termination of Conciliation, if the dispute is still alive, the aggrieved party shall be free to invoke Arbitration.

## **12.5. Arbitration Agreement**

### **12.5.1 This Agreement**

- 1) This Arbitration Agreement (hereinafter referred to as this “Agreement”) relating to this Contract (hereinafter called the “Main Agreement” for this agreement) is made under the provisions of The Arbitration and Conciliation Act, 1996 as amended from time to time and the rules thereunder (hereinafter called The Arbitration Act). This Agreement shall continue to survive termination, completion, or closure of the Main Agreement for 120 days after that.
- 2) Subject to aforesaid provisions, relevant clauses of the contract shall apply to the appointment of arbitrators and arbitration proceedings under this Agreement.
- 3) The Micro, Small and Medium Enterprises Development (MSMED) Act, 2006 provides parties to a dispute (where one of the parties is a Micro or Small Enterprise) to be referred to Micro and Small Enterprises Facilitation Council if the dispute is regarding any amount due under Section 17 of the MSMED Act, 2006. If a Micro or Small Enterprise, being a party to dispute, refers to the provisions in MSMED Act 2006, these provisions shall prevail over this Agreement.

### **12.5.2 Notice for Arbitration**

- 1) Authority to Appoint Arbitrator(s): For this Arbitration Agreement ‘The Appointing Authority’, to appoint the arbitrator shall be Head of the Procuring Organisation named in the contract and includes if there be no such authority, the officer who is for the time being discharging the functions of that authority, whether in addition to other functions or otherwise.
- 2) In the event of any dispute as per GCC-clause 12.1 above, if the Adjudicator fails to decide within 60 days (as referred in 12.3 above), or the Conciliation is terminated (as referred in sub-clause 12.4 above) then, parties to the contract, after 60 days but within 120 days of ‘Notice of Dispute’ (clause 12.1 above) shall request the Appointing Authority through a “Notice for Arbitration” in writing requesting that the dispute or difference be referred to arbitration.
- 3) The “Notice for arbitration” shall specify the matters in question or subject of the dispute or difference indicating the relevant contractual clause, as well as the amount of claim item-wise.

### **12.5.3 Reference to Arbitration**

After appointing Arbitrator(s), the Appointing Authority shall refer the Dispute to them. Only such dispute or difference shall be referred to arbitration regarding which the demand has been made, together with counter-claims or set off. Other matters shall be beyond the jurisdiction of Arbitrator(s)

### **12.5.4 Appointment of Arbitrator**

#### **1) Qualification of Arbitrators:**

- a) In the case of retired officers of The Procuring organisation, he shall have retired in the rank of Senior administrative grade (or equivalent) and shall have retired at least 1 years prior and must not be over 70 years of age on the date of Notice for arbitration.

- b) He/ they shall not have had an opportunity to deal with the matters to which the contract relates or who, in the course of his/ their duties as officers of the Procuring Organisation, expressed views on any or all of the matters under dispute or differences. A certification to this effect (as per Format 1.1.4) shall be taken from Arbitrators. The proceedings of the Arbitral tribunal or the award made by such Tribunal shall, however, not be invalid merely for the reason that one or more arbitrators had in the course of his service, an opportunity to deal with the matters to which the contract relates or who in the course of his/ their duties expressed views on all or any of the matters under dispute.
- c) An Arbitrator may be appointed notwithstanding the total no. of arbitration cases in which he has been appointed in the past.
- d) Not be other than the person appointed by The Appointing Authority and that if for any reason that is not possible, the matter shall not be referred to arbitration at all.

## **2) Replacement of Arbitrators**

If one or more of the arbitrators appointed as above refuses to act as arbitrator, withdraws from his office as arbitrator, or in the event of the arbitrator dying, neglecting/unable or unwilling or refusing to act for any reason, or his award being set aside by the court for any reason, or in the opinion of The Appointing Authority fails to act without undue delay, the Appointing Authority shall appoint new arbitrator/ arbitrators to act in his/ their place in the same manner in which the earlier arbitrator/ arbitrators had been appointed. Such a re-constituted Tribunal may, at its discretion, proceed with the reference from the stage at which it was left by the previous arbitrator (s).

## **3) Appointment of Arbitrator:**

- a) In cases where the total value of all claims in question added together does not exceed Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of sole Arbitrator. For this purpose, The Appointing Authority shall send to the contractor, within 60 days from the day of receipt of a written and valid notice for arbitration, a panel of at least four (4) names of retired officers, duly indicating their retirement dates.
- b) The contractor shall be asked to nominate at least two names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the sole arbitrator within 30 days from the receipt of the names of the contractor's nominees.
- a) In cases where the total value of all claims in question added together exceeds Rs 50,00,000/- (Rupees Fifty Lakh only), the Arbitral Tribunal shall consist of three (3) retired Officers of the Procuring Organisation. For this purpose, The Appointing Authority shall send a panel of at least four (4) names of such Officer(s) empanelled to work as Arbitrators duly indicating their retirement date to the contractor within 60 days from the day when a written and The Appointing Authority receives valid demand for arbitration.
- b) The contractor shall be asked to nominate at least 2 names out of the panel for appointment as his nominee within 30 days from the dispatch date of the request by The Appointing Authority. The Appointing Authority shall appoint at least one out of them as the contractor's nominee. It shall also simultaneously appoint the balance number of arbitrators either from the panel or outside the panel, duly indicating the 'Presiding Arbitrator' from amongst the 3 arbitrators so appointed, within 30 days from the receipt of the names of Contractor's nominees.
- c) If the contractor does not suggest his nominees for the arbitral tribunal within the

prescribed timeframe, The Appointing Authority shall proceed for appointment of the arbitral tribunal within 30 days of the expiry of such time provided to the Contractor.

### **13. Defaults, Breaches, Termination, and closure of Contract**

#### **13.1. Termination due to Breach, Default, and Insolvency**

##### **13.1.1 Defaults and Breach of Contract**

In case the contractor undergoes insolvency or receivership; neglects or defaults, or expresses inability or disinclination to honour his obligations relating to the performance of the contract or ethical standards or any other obligation that substantively affects the Procuring Entity's rights and benefits under the contract, it shall be treated as a breach of Contract. Such defaults could include inter-alia:

- 1) **Default in Performance and Obligations:** if the contractor fails to deliver any or all of the Services or fails to perform any other contractual obligations (including Code of Integrity or obligation to maintain eligibility and Qualifications based on which contract was awarded) within the period stipulated in the contract or within any extension thereof granted by the Procuring Entity.
- 2) **Insolvency:** If the contractor being an individual or if a firm, any partner thereof, shall at any time, be adjudged insolvent or shall have a receiving order or order for the administration of his estate made against him or shall take any proceeding for composition under any Insolvency Act for the time being in force or make any conveyance or assignment of his effects or enter into any assignment or composition with his creditors or suspend payment or if the firm be dissolved under the Partnership Act, or
- 3) **Liquidation:** if the contractor is a company being wound up voluntarily, or by order of a Court or a Receiver, Liquidator or Manager on behalf of the Debenture-holders is appointed, or circumstances shall have arisen which entitle the Court or Debenture-holders to appoint a Receiver, Liquidator or Manager

##### **13.1.2 Notice for Default:**

As soon as a breach of contract is noticed, a show-cause 'Notice of Default' shall be issued to the contractor, giving two weeks' notice, reserving the right to invoke contractual remedies. After such a show-cause notice, all payments to the contractor would be temporarily withheld to safeguard needed recoveries that may become due on invoking contractual remedies.

##### **13.1.3 Terminations for Default**

- 1) **Notice for Termination for Default:** In the event of unsatisfactory resolution of 'Notice of Default' within two weeks of its issue as per sub-clause above, the Procuring Entity, if so decided, shall by written Notice of Termination for Default sent to the contractor, terminate the contract in whole or in part, without compensation to the contractor.
- 2) Such termination shall not prejudice or affect the rights and remedies, including under sub-clause below, which have accrued and/ or shall accrue to the Procuring Entity after that.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.

##### **13.1.4 Contractual Remedies for Breaches/ Defaults or Termination for Default**

If there is an unsatisfactory resolution within this period, the Procuring Entity shall take

one; or more of the following contractual remedies.

- 1) Temporary withhold payments due to the contractor till recoveries due to invocation of other contractual remedies are complete.
- 2) Call back any loaned property or advances of payment, if any, with a levy of interest at the prevailing rate (MIBID - Mumbai Interbank Bid Rate).
- 3) Recover liquidated damages and invoke denial clause for delays.
- 4) Encash and/ or Forfeit performance or other contractual securities.
- 5) Prefer claims against insurances, if any.
- 6) Terminate Contract for default, fully or partially including its right for Risk-and-Cost Procurement as per following sub-clause.
- 7) **Risk and Cost Procurement:** In addition to termination for default, the Procuring Entity shall be entitled, and it shall be lawful on his part, to procure Services similar to those terminated, with such terms and conditions and in such manner as it deems fit at the "Risk and Cost" of the contractor. Such Risk and Cost Procurement must be contracted within six months from the breach of Contract. The contractor shall be liable for any loss which the Procuring Entity may sustain on that account provided the procurement, or, if there is an agreement to procure, such agreement is made.

The contractor shall not be entitled to any gain on such procurement, and the manner and method of such procurement shall be in the entire discretion of the Procuring Entity. It shall not be necessary for the Procuring Entity to notify the contractor of such procurement. It shall, however, be at the discretion of the Procuring Entity to collect or not the security deposit from the firm/ firms on whom the contract is placed at the risk and cost of the defaulted firm.

*Note: Regarding the Services that are not readily available in the market and where procurement difficulties are experienced, the period for making risk procurement shall be nine months instead of six months provided above.*

- 8) Initiate proceedings in a court of law for the transgression of a law, tort, and loss, not addressable by the above means.

### **13.1.5 Limitation of Liability**

Except in cases of criminal negligence or wilful misconduct, the aggregate liability of the contractor to the Procuring Entity, whether under the contract, in tort or otherwise, shall not exceed the total Contract Price, provided that this limitation shall not apply to the cost of repairing or replacing defective equipment, or to any obligation of the contractor to indemnify the Procuring Entity concerning IPR infringement.

## **13.2. Termination for Default/ Convenience of Procuring Entity and Frustration**

### **13.2.1 Notice for Determination of Contract**

- 1) The Procuring Entity reserves the right to terminate the contract, in whole or in part for its (the Procuring Entity's) convenience or frustration of Contract as per sub-clause below, by serving written 'Notice for Determination of Contract' on the contractor at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of the Procuring Entity or the frustration of the contract. The notice shall also indicate inter-alia, the extent to which the contractor's performance under the contract is terminated, and the date

with effect from which such termination shall become effective.

- 2) Such termination shall not prejudice or affect the rights and remedies accrued and/or shall accrue after that to the Parties.
- 3) Unless otherwise instructed by the Procuring Entity, the contractor shall continue to perform the contract to the extent not terminated.
- 4) All Defect Liability obligations, if any, shall continue to survive despite the termination.
- 5) The Services and incidental goods/ works that can be delivered or performed within thirty days after the contractor's receipt of the notice of termination shall be accepted by the Procuring Entity as per the contract terms. For the remaining Services and incidental goods/ works, the Procuring Entity may decide:
  - a) To get any portion of the balance completed and delivered at the contract terms, conditions, and prices; and/ or
  - b) To cancel the remaining portion of the Services and incidental goods/ works and compensate the contractor by paying an agreed amount for the cost incurred by the contractor, if any, towards the remaining portion of the Services and incidental goods/ works.

### **13.2.2 Frustration of Contract**

- 1) **Notice of Frustration Event:** Upon a supervening cause occurring after the effective date of the contract, including a change in law, beyond the control of either party whether as a result of the Force Majeure clause or within the scope of section 56 of the Indian Contract Act, 1872, that makes it impossible to perform the contract within a reasonable timeframe, the affected party shall give a 'Notice of Frustration Event' to the other party giving justification. The parties shall use reasonable efforts to agree to amend the contract, as may be necessary to complete its performance. However, if the parties cannot reach a mutual agreement within 60 days of the initial notice, the Procuring Entity shall issue a 'Notice for Determining the contract' and terminate the contract due to its frustration as in the sub-clause above.
- 2) However, the following shall not be considered as such a supervening cause
  - a) Lack of commercial feasibility or viability or profitability or availability of funds
  - b) if caused by either party's breach of its obligations under this Contract or failure to act in good faith or use commercially reasonable due diligence to prevent such an event.

### **13.3. Closure of Contract**

The contract shall stand closed upon

- 1) successful performance of all obligations by both parties, including completion of Defect Liability obligations and final payment.

## **14. Code of Integrity in Public Procurement; Misdemeanours and Penalties**

### **14.1. Code of Integrity**

Procuring authorities as well as bidders, suppliers, contractors, and consultants - should observe the highest standard of ethics and should not indulge in following prohibited practices, either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:

- 1) **"Corrupt practice"** - making offer, solicitation or acceptance of a bribe, reward



or gift or any material benefit, in exchange for an unfair advantage in the Tender Process or to otherwise influence the Tender Process;

- 2) **“Fraudulent practice”** - any omission or misrepresentation that may mislead or attempt to mislead so that financial or other benefits may be obtained or an obligation avoided. Such practices include a false declaration or false information, for participation in a tender process or to secure a Contract, or in the execution of the contract;
- 3) **“Anti-competitive practice”** - any collusion, bid-rigging or anti-competitive arrangement, or any other practice coming under the purview of the Competition Act, 2002, between two or more bidders, with or without the knowledge of the Procuring Entity, that may impair the transparency, fairness, and the progress of the Tender Process or to establish bid prices at artificial, non-competitive levels;
- 4) **“Coercive practice”** - harming or threatening to harm persons or their property to influence their participation in the Tender Process or affect the execution of a contract;
- 5) **“Conflict of interest”** –participation by a bidding firm or any of its affiliates who are either involved in the Consultancy Contract to which this procurement is linked; or if they are part of more than one bid in the procurement; or if their personnel have a relationship or financial or business transactions with any official of procuring entity who are directly or indirectly related to tender or execution process of contract; or improper use of information obtained by the (prospective) bidder from the Procuring Entity with an intent to gain unfair advantage in the Tender Process or for personal gain;
- 6) **“Obstructive practice”** - materially impede procuring entity’s investigation into allegations of one or more of the above mentioned prohibited practices either by deliberately destroying, falsifying, altering; or by concealing of evidence material to the investigation; or by making false statements to investigators and/or by coercive practices mentioned above, to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation; or by impeding the Procuring Entity’s rights of audit or access to information;
- 7) **Obligations for Proactive Disclosures:**
- 8) Procuring authorities, bidders, suppliers, contractors, and consultants are obliged under this Code of Integrity to *suo-moto* proactively declare any conflict of interest (coming under the definition mentioned above - pre-existing or as and as soon as these arise at any stage) in any Tender Process or execution of the contract. Failure to do so shall amount to a violation of this code of integrity.
- 9) Any bidder must declare, whether asked or not in a bid-document, any previous transgressions of such code of integrity during the last three years or of being under any category of debarment by the Central Government or by the Ministry/ Department of the Procuring Organisation from participation in Tender Processes. Failure to do so shall amount to a violation of this code of integrity.

#### **10) Misdemeanours**

- 11) The following shall be considered misdemeanours - if a bidder/ contractor either directly or indirectly, at any stage during the Tender Process or during the execution of resultant contracts:
  - 12) violates the code of Integrity mentioned in the Tender/ Contract);
  - 13) has been convicted of an offence:
  - 14) under the Prevention of Corruption Act, 1988; or
  - 15) the Indian Penal Code or any other law for the time being in force, for causing any loss of life or property or causing a threat to public health as part of the

execution of a public procurement contract.

- 16) It is determined by the Government of India to have doubtful loyalty to the country or national security consideration.
- 17) Employs a government servant, who has been dismissed or removed on account of corruption or employs a non-official convicted for an offence involving corruption or abetment of such an offence, in a position where he could corrupt government servants or employs a government officer within one year of his retirement, who has had business dealings with him in an official capacity before retirement; or

#### **14.2. Penalties for Misdemeanours**

Without prejudice to and in addition to the rights of the Procuring Entity to other remedies as per the Tender-documents or the contract, If the Procuring Entity concludes that a (prospective) bidder/ contractor directly or through an agent has violated this code of integrity or committed a misdemeanour in competing for the tender or in executing a contract, the Procuring Entity shall be entitled. It shall be lawful on his part to take appropriate measures, including the following:

##### **14.4.1 if his bids are under consideration in any procurement**

- 1) Enforcement of Bid Securing Declaration in lieu of forfeiture or encashment of Bid Security.
- 2) calling off of any pre-contract negotiations, and;
- 3) rejection and exclusion of Bidder from the Tender Process

##### **14.4.2 if a contract has already been awarded**

- 1) Termination of Contract for Default and availing all remedies prescribed thereunder;
- 2) Encashment and/ or Forfeiture of any contractual security or bond relating to the procurement;
- 3) Recovery of payments including advance payments, if any, made by the Procuring Entity along with interest thereon at the prevailing rate (MIBID - Mumbai Interbank Bid Rate);

##### **14.4.3 Remedies in addition to the above:**

In addition to the above penalties, the Procuring Entity shall be entitled, and it shall be lawful on his part to:

- 1) File information against Bidder or any of its successors, with the Competition Commission of India for further processing, in case of anti-competitive practices;
- 2) Initiate proceedings in a court of law against Bidder or any of its successors, under the Prevention of Corruption Act, 1988 or the Indian Penal Code or any other law for transgression not addressable by other remedies listed in this sub-clause.
- 3) Remove Bidder or any of its successors from the list of registered suppliers for a period not exceeding two years. Suppliers removed from the list of registered vendors or their related entities may be allowed to apply afresh for registration after the expiry of the period of removal.
- 4) Initiation of suitable disciplinary or criminal proceedings against any individual or staff found responsible.
- 5) Debar a bidder/ contractor from participation in future procurements as follows:
  - a) A Ministry/ Department may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding two years commencing from the date of debarment for misdemeanours listed above. The Ministry/Department shall maintain such a

list which shall also be displayed on their website.

- b) Central Government may debar a bidder or any of its successors from participating in any Tender Process undertaken by all its procuring entities for a period not exceeding three years commencing from the date of debarment for misdemeanours listed above. Central Public Procurement Portal (CPPP) shall publish a list of such centrally debarred bidders.

### **SPECIFIC TERMS AND CONDITIONS**

1. Pr. Accountant General (A&E) Assam reserves the right to reject any or all the tenders at his sole discretion without assigning any reason and further reference to tender terms and conditions.
2. The Bidder should be a Company registered under the Companies Act, 1956 since the last Five years from the office of the Registrar of Company. Bidder must have registered Head office with GST registration and Trade License in Guwahati, Assam for the last 5 years.
3. Bidder having MSME certificate will be preferred.
4. The Bidder should have the experience of services in CENTRAL GOVT. ORG. in Guwahati, Assam.
5. The Comprehensive Annual Maintenance Contract will be for a period of one year.

6. Experience certificate for last 3 financial years (FY 21-22, 22-23, 23-24) to be submitted by the bidder.
7. Affidavit that firm/supplier has not been banned/blacklisted by nay Govt. Department and there is no police complaint/litigation pending in the court of law regarding supply of stores to any Govt. Department or PSUs may be submitted along with the tender documents.
8. The contract shall be comprehensive basis, inclusive of repairs and replacement of spare without any extra wages.
9. Annual Maintenance Service Providing Agency (SPA) should deploy trained, experienced, and competent service engineer for carrying out necessary maintenance services for the equipment as per bench marked maintenance practices OEM manuals and to provide efficient engineering services in the office premises, Continuous efforts should be made by SPA to minimize the down time of the equipment as a part of the duties of the service provider agency. The SPA shall ensure that all equipment is maintained at optimum operating levels.
10. The Service Provider Agency shall deploy a full time rained experienced and competent Resident Engineer in the office on all working days during working hours (i.e., 9:30 AM to 6:00 PM) for the purpose of AMC of Category-II items & its peripheral. The cost of the Resident engineer/Technical Assistant will be included in the AMC cost and no separate charges will be paid
11. The Resident Engineer will be responsible for maintaining in house IT infra like LAN, Printer, Utility software and updating software/Antivirus, OS support etc. and ensure the net connectivity for all the end point devices working in the office.
12. In emergency, Service engineer may be called to attend the office in holidays also.
13. Software support with reference to installation of Windows 7 and above, Word processing software, Spreadsheet software, Database software, DTP software, Presentation software, MS Office 2007 and above, antivirus, etc, must be provided in case of any problems reported by the user. The AMC engineer shall also provide assistance to users in installing the various packages, and in taking proper backup copies of the same wherever recommended/required.
14. After complaint lodged by this office, the bidder will have to rectify the same in the same day or the early next working day for U.P.S., SERVER, PRINTER etc.
15. If any is not remedied within 3 days and alternate backup is not provided for that the customer shall have the right to carry out the necessary work at his own cost and the same would be deducted from the AMC value of the Firm.
16. No TA/DA will be provided by this office to the service person sent by the bidder for restoration of devices connection.
17. During preventive maintenance, check-up of the visiting Engineer of the Firm will put a record in writing regarding performance of the machine checked as well as any preventive measures including virus threat, if any should also be recorded in the Logbook to be maintained at the customer's site.
18. The quoted rates shall be inclusive of GST etc.
19. Consumables like printer ribbons, toner, cartridge tapes and stationery etc. will not be included in AMC. The printer heads & cables, monitor picture tubes, battery for SMPS & Main board, LAN cards, printer knobs, keyboards, fuse, Networking cables and all other components of Hardware shall also not be included in the CAMC

20. The Bidder shall not engage any person less than 18 years of age.
21. The Bidder will have to accept the AMC as and where the condition of the machine is at present.
22. Payment shall be made Quarterly/Monthly for each period on providing satisfactory services certified by the user and the Record-II Section of this office.
23. The company will not have any legal right to proceed against the Department in the event of late payment due to unforeseen reason.
24. Payment will be withheld in the case of non-satisfactory AMC work.
25. The awarded bidder will have to do agreement in non-judicial stamp paper.
26. Vendor shall ensure that no damage is caused by his engineer to the hardware or software while undertaking repairs equipment or software free of cost.
27. Bidder will have to deposit a performance security deposit through demand draft and the same will be released after completion of AMC period.
28. The contract of the successful vendor may be continued up to three years if vendor follow all bid terms & condition and provide satisfactory services or depending on the evaluation of their service by this office.
29. Penalty @2% on total AMC value for each day for the period beyond 24 hours would be imposed during the period of AMC if satisfactory service is not received within 24 hours of lodging the complaint, Performance will be reviewed and unsatisfactory service may lead to forfeiture of the amount held on Bank Guarantee or proportionate extension of period of AMC as may be decided by the customer.
30. The total cost of the AMC excluding taxes and all statutory increase will have no point exceed 6% of the cost of the hardware. The amount of AMC will include all statutory increases during the period of AMC.
31. The contractor shall indemnify this office against any liability for compensation due to injury to his own workmen/engineer or to other persons inside the office premises while executing the contract and for any damage to the property.
32. The office may terminate the service/modify the terms and conditions at any time by giving one-month notice to the contractor in writing at the discretion of this office.
- 33. Technical qualification will be taken as per GeM Portal.**
- 34. Financial qualification will be taken as per GeM Portal.**
35. The following equipment as shown in Annexure-A shall be covered under the maintenance contract:-

## ANNEXURE – A

### LIST OF EQUIPMENTS TO COVER UNDER COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR THE PERIOD W.E.F. 01.04.2024 TO 31.03.2025

### LIST OF UPS AND SERVER TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT 2024-25

#### CATEGORY-I

Sl. No.	Hardware	Specification	Date of Purchase	Qty	AMC Period	Quoted rate for each for the coverage	Total Quoted rate for each for the coverage	Remarks
---------	----------	---------------	------------------	-----	------------	---------------------------------------	---	---------

							items (Rs.)	items (Rs.)	
1	UPS	20 KVA	14/01/2014	2	From	To			
2	UPS	10 KVA	26/03/2012	3					
3	UPS	10 KVA	15/01/2014	2					
4	UPS	10 KVA	21/01/2016	1					
5	UPS	5 KVA	18/03/2011	2					
6	UPS	5 KVA	26/03/2012	2					
7	UPS	5 KVA	15/01/2014	3					
8	UPS	5 KVA	24/03/2014	1					
9	UPS	5 KVA	04/12/2015	3					
10	UPS	5 KVA	06/01/2022	1					
11	UPS	3 KVA	31/03/2009	2					
12	UPS	3 KVA	02/12/2015	2					
13	UPS	3 KVA	07/2006	1					
14	UPS	3 KVA	01/2022	2					
15	UPS	2 KVA	30/06/2016	1					
TOTAL ITEMS				28					

<b>Total quoted price for Comprehensive AMC (Rs.) in figures</b>	
<b>GST @..... % (as per GOI instructions) (Rs.)</b>	
<b>Grand total for Comprehensive AMC (Rs.) in figures</b>	
<b>Grand total for Comprehensive AMC (Rs.) in words</b>	

**LIST OF PRINTERS & SERVERS TO BE COVERED UNDER ANNUAL  
MAINTENANCE CONTRACT 2024-25**

**CATEGORY-II**

Sl. No.	Hardware	Specification	Date of Purchase	Qty	AMC Period		Quoted rate for each for the coverage items (Rs.)	Total Quoted rate for each for the coverage items (Rs.)	Remarks
					From	To			
1	PRINTER	LASERJET HP P1606DN	02/2012	2	From	To			
2	PRINTER	HP 1020 +	01/2014	8					
3	PRINTER	HP 1020 +	02/2014	1					

4	PRINTER	Laserjet PRO M1536 dnf MFP	01/2014	1					
5	PRINTER	Laserjet M1005 MFP	01/2014	3					
6	PRINTER	Laserjet M1005 MFP	01/2007	1					
7	PRINTER	Laserjet P1108	02/2014	1					
8	PRINTER	Laserjet P1108	11/2015	33					
9	PRINTER	BROTHER HL-2361DN	01/2020	5					
10	PRINTER	BROTHER HL-L6200DW	03/2021	6					
11	PRINTER	SHARP	02/2021	3					
12	PRINTER	SAMSUNG	02/2020	5					
13	PRINTER	HP PRO M305DN	10/2020	5					
14	LOW RANGE SERVER	HP	2006-2014	1					
15	MID RANGE SERVER	HCL, DELL, HP	2006-2014	7					
TOTAL ITEMS				82					

<b>Total quoted price for Comprehensive AMC (Rs.) in figures</b>	
<b>GST @..... % (as per GOI instructions) (Rs.)</b>	
<b>Grand total for Comprehensive AMC (Rs.) in figures</b>	
<b>Grand total for Comprehensive AMC (Rs.) in words</b>	

**LIST OF DESKTOP, LAPTOP, I/O PORT & NETWORK SWITCH TO BE COVERED UNDER ANNUAL MAINTENANCE CONTRACT 2024-25**

**CATEGORY-III**

Sl. No	Hardware	Specification	Date of Purchase	Qty	AMC Period		Quoted rate for each for the coverage items (Rs.)	Total Quoted rate for each for the coverage items (Rs.)	Remarks
					From	To			
1	DESKTOP	ACER CORE i3	24/02/2016	4					
2	DESKTOP	HCL CORE i5, RAM 4 GB, 500 GB HDD	25/10/2011 & 16/12/2011	4					
3	DESKTOP	ACER CORE i5, RAM 4 GB, 500	28/05/2014	42					

		GB HDD							
4	DESKTOP	ACER CORE i5, RAM 4 GB, 500 GB HDD	07/11/2015	22					
5	DESKTOP	ACER CORE i5, RAM 4 GB, 500 GB HDD	24/02/2016	5					
6	DESKTOP	ACER CORE i5, RAM 8 GB, 1 TB HDD	30/10/2020	5					
7	DESKTOP	ACER CORE i5, RAM 16 GB, 1 TB HDD	05/03/2021	3					
8	DESKTOP	ACER CORE i5, RAM 8 GB, 1 TB HDD	03/12/2020	5					
9	DESKTOP	H.P. DESKTOP C-I5, RAM 16 GB, 1 TB HDD	18/03/2021	91					
10	ALL IN ONE P.C.	DELL ALL IN ONE C-i5, RAM 8 GB, 1 TB HDD	28/09/2021	1					w.e.f. 10/2024
11	ALL IN ONE P.C.	ACER ALL IN ONE C-i5, 8GB RAM 256 GB SSD	05/08/2021	2					w.e.f. 09/2024
12	Cable & port testing	I/O PORT	--	350					
13	24 PORT	NETWORK SWITCH	--	10					
14	ACER CORE i5 LAP	ACER CORE i5 LAP	02/2021	2					
15	LENOVO LAP C-i5	LENOVO LAP C-i5	04/2021	2					AMC w.e.f. 5/2021
16	LENOVO LAP C-i5	LENOVO LAP C-i5	07/2021	8					AMC w.e.f. 8/2024
TOTAL ITEMS				556					

<b>Total quoted price for Comprehensive AMC (Rs.) in figures</b>	
<b>GST @.....% (as per GOI instructions) (Rs.)</b>	
<b>Grand total for Comprehensive AMC (Rs.) in figures</b>	
<b>Grand total for Comprehensive AMC (Rs.) in words</b>	

End of ANNEXURE – A



# Performance Standards and Quality Assurance - Compliance

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./AMC/2024-25; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: Also highlight deviations from Section VII: Performance and Quality Assurance requirements maintaining the same numbering and structure. Add additional details not covered elsewhere in your bid in this regard.*

Sl. No.	Ref of Performance Standards and Quality Assurance Clause		Subject	Confirmation/ Deviation/ Exception/ reservation	Justification/ Reason
	Section	Clause/ sub-clause			

We shall comply with, abide by, and accept without variation, deviation, or reservation all Performance Standards and Quality Assurance requirements in the Tender Document, except those mentioned above. If mentioned elsewhere in our bid, contrary terms and conditions shall not be recognized and shall be null and void.

.....

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of

.....

[name & address of Bidder and seal of company]

DA: Relevant documents like technical data, literature, drawings, and other documents

# Method Statement

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./AMC/2024-25; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

## **Note to Bidders:**

**1)** Bidders must detail the method of performing the activity, indicating quantum and type of - personnel, equipment, and materials to be used. Indicate supervision, reports/ reporting procedure, performance parameters/ specification – target and measurements, documentation, quality control records, and any other relevant detail to distinguish your performance from other bidders. Also indicate complaint redressal procedures and response times.

**2)** Bidders must demonstrate a complete understanding of the scope, nature and resources needed to deliver the Services.

**3)** The Method Statement shall, therefore, include, but shall not necessarily be limited to, the following:

- (f) Description of the Bidder's proposed programming and sequencing of all main activities, identifying those for which timing may be critical.*
- (g) Description of the measures included in the bid, which shall be implemented to achieve the performance standards and quality of execution required under the contract*
- (h) If the Tender Document so require a proposed Service Level Agreement shall also be included – inappropriate details/ format*
- (i) Description of arrangements to ensure compliance with the environmental, social, gender, health and safety requirements called for in the Tender Document, which the Bidder proposes to adopt and has included in the bid*
- (j) Commentary on the Procurement Entity's Requirements, including the status of the information available and relevant issues for the Works, detailing how the critical requirements shall be achieved.*
- (k) Method Statement must be supplemented by information in Work Plan. Personnel Deployment Plan; Equipment Deployment Plan and Materials Deployment Plan*
- (l) Anything else, as may be appropriate.*

# Personnel Deployment Plan

(To be submitted as part of Technical bid)

(on Company Letter-head)

Tender Document No. Tend No./ AMC/2024-25; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note to Bidders: If so desired in Schedule VIII-1, indicate key Personnel (Managers/ Supervisors/ Executives/ Specialists/ Technicians) and the number of non-key staff required to perform the services to the required performance standards and quality. Bidder shall quote the cost of these personnel in Personnel Schedule Cost Breakup in the Financial Bid. Also, include personnel required for operation and maintenance of equipment (listed in the equipment schedule). Cost of Safety/ Personnel/ Hygiene Material for Personnel are to be included as lumpsum per month (along with other Non-critical miscellaneous materials) in the Material Schedule Cost Breakup in the Financial Bid.*

### **A. Key Personnel**

*Note to Bidders: Highlight any deviations from Section VIII-1: Key Personnel Schedule. Bidder shall provide adequate information to demonstrate that it can meet the requirements for the key personnel listed in Section VIII-1: Key Personnel Schedule. At a minimum, CVs must be provided for the Key Personnel for the following positions, using the forms provided for that purpose:*

No.	Position/ Location	Man- Months	Name	Qualification/ Certification/ Licence/ Training	Work Experience in a similar position in similar Projects (Yr.)	Work Experien ce Total (Yr.)
1						
2						
3						
4						
5						
6						

#### **CVs of Key Personnel**

Name of Bidder	
Position	
Personnel information	Name: _____ Date of birth: _____
	Qualification/ Certification/ Licence/ Training
Name of employer:	
Present	Address of employer: _____

employment	Telephone	Contact (manager / personnel officer)
	Fax	E-mail
	Job title	Years with present employer
Summarize professional experience over the last 10 years, in reverse chronological order. Indicate technical and managerial experience relevant to the project.		
<b>From</b>	<b>To</b>	<b>Company / Project / Position / Relevant technical and management experience</b>

***B. Non-key Personnel***

<b>Sr. No.</b>	<b>Staff Category</b>	<b>Skill/ Experience/ Qualification</b>	<b>Nos to be Deployed/ Location</b>	<b>Man-Months</b>
1				
2				
3				
4				
5				
6				

**Average Annual Turnover**

(To be submitted as part of Technical bid)(on Company Letter-head)

Tender Document No. Tend No./ AMC/2024-25; Tender Title: Non-consultancy Services

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ Date.....

*Note: Each Bidder or member of a Joint Venture/Consortium making up a Bidder must fill in these forms.*

<b>Annual Turnover Data for the Last Three (3) Years (Services only)</b>	
<b>Year</b>	<b>Turnover Amount</b>
<b>Average Annual Turnover</b>	

## **Documents Relating To Bid Security**

*Note: Submit as Form 7 as part of Technical bid, a Bid Securing Declaration In lieu of bid security in the following format. Bidders exempted from submission of bid security are also required to submit this.*

Bid Securing Declaration

(on Company Letter-head)

Bidder's Name \_\_\_\_\_

[Address and Contact Details]

Bidder's Reference No. \_\_\_\_\_ dated.....

To

The The Pr. Accountant General(A&E), Maidamgaon, Beltola,  
Guwahati, Assam-781029

Ref: Tender Document No. Tend No./ AMC/2024-25; Tender Title: Non-consultancy Services  
Sir/ Madam

We, the undersigned, solemnly declare that:

We understand that according to the conditions of this Tender Document, the bid must be supported by a Bid Securing Declaration in lieu of Bid Security.

We unconditionally accept the conditions of this Bid Securing Declaration. We understand we shall stand automatically suspended from being eligible for bidding in any tender in Procuring Organization for 2 years from the date of opening of this bid if we breach our obligation(s) under the tender conditions if we:

- 1) withdraw/ amend/ impair/ derogate, in any respect, from our bid, within the bid validity; or
- 2) being notified within the bid validity of the acceptance of our bid by the ProcuringEntity:
  - (a) refused to or failed to produce the original documents for scrutiny or the required Performance Security within the stipulated time under the conditions of the Tender Document.
  - (b) Fail or refuse to sign the contract.

We know that this bid-Securing Declaration shall expire if the contract is not awarded to us, upon:

- 1) receipt by us of your notification
  - (a) of cancellation of the entire tender process or rejection of all bids or
  - (b) of the name of the successful bidder or
- 2) forty-five days after the expiration of bid validity any extension to it.

(Signature with date)

.....

(Name and designation)

Duly authorized to sign bid for and on behalf of.....

[name & address of Bidder and seal of company]

Dated on ..... day of ..... [insert date of signing]

Place ..... [ insert place of signing]

DA:.....

# Bank Guarantee Format for Performance Security

To

The Pr. Accountant General  
(A&E), Maidamgaon, Beltola,  
Guwahati, Assam-781029

Whereas..... (name and address of the contractor)  
(hereinafter called “the contractor”) has undertaken, in pursuance of contract no .....  
date..... to delivery.....(description of Services) (hereinafter called “the  
contract”).

And Whereas you have stipulated it in the said contract that the contractor shall furnish you  
with a bank guarantee by a Commercial bank for the sum specified therein as security for  
compliance with its obligations as per the contract;

And Whereas we have agreed to give the contractor such a bank guarantee.

Now Therefore we hereby affirm that we are guarantors and responsible to you, on behalf of  
the contractor, up to a total of ..... (amount of the  
guarantee in words and figures), and we undertake to pay you, upon your first written  
demand declaring the contractor to be in default under the contract and without cavil or  
argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without  
your needing to prove or to show grounds or reasons for your demand or the sum specified  
therein.

We hereby waive the necessity of your demanding the said debt from the contractor before  
presenting us with demand.

We further agree that no change or addition to or other modification of the terms of the  
contract to be performed thereunder or of any of the contract documents which may be made  
between you and the contractor shall in any way release us from any liability under this  
guarantee, and we hereby waive notice of any such change, addition, or modification.

This guarantee shall be valid until the .....day of .....20.....

Our.....branch at..... \*(Name & Address of the  
.....\*(branch) is liable to pay the guaranteed amount depending on the filing  
of a claim and any part thereof under this Bank Guarantee only and only if you serve upon us  
at our ..... \* branch a written claim or demand and received by us at our  
.....\* branch on or before Dt ..... otherwise, the bank shall be discharged  
of all liabilities under this guarantee after that.

(Signature of the authorized officer of the Bank)

.....  
.....

Name and designation of the officer

.....

Seal, name & address of the Bank and address of Branch

\*Preferably at the headquarters of the authority competent to sanction the expenditure for  
procurement of goods/ service or at the concerned district headquarters or the state  
headquarters.