

Additional Terms & Conditions

1. Period of Contract:

Initially, the services will be availed for a **trial period of 3 months**. Ordered services will be verified & evaluated during the trial period.

The contract period will be for **two years** from the start date mentioned in the GeM contract. The contract may be extended for further period of six months on same rate and terms & conditions based on satisfactory performance and requirement of Purchaser.

If the performance of the contractor after the successful completion of trial period is not found to be satisfactory during the period of execution of the contract, ITER India reserve the right to terminate the contract by issuing one months’ notice to contractor.

2. Deployment of Onsite Personnel

Service provider require to comply with the tendered service requirements by deploying minimum four Technicians to ITER-India so as to manage all the activities as explained in “Scope of Work”.

Bidder should have qualified and capable staff which will be deputed to ITER-India. Qualifications and experience of these staff shall be as follows: -

- a) One Support technician cum Help desk supervisor should be Linux or RHEL certified with IT background qualification (Minimum Diploma) and minimum five years of experience in the field of IT help desk and technical/ supervisor support.
- b) Three technicians should be having IT background qualification (Minimum Diploma) and experience of minimum three years in the field of IT help desk and end user technical support as per the scope of work.
- c) Support technicians should be capable in resolving IT complains individually.
- d) Support technicians shall be assessed by ITER India and will reserve the right to accept/ reject the technicians.
- e) At any stage if ITER India is not satisfied with any of support technician, the service provider would be intimated and a suitable replacement should be made within one week of intimation from ITER India.
- f) The Support technicians will need to arrive at ITER-India premises as follows:
 - Four of the support technicians have to report for work from Monday-Friday from 09:00-17:30 hrs. at ITER-India.
 - One support technician have to report for work on Saturday from 9:00-17:30hrs at ITER-India.
 - ITER-India reserves the right to change reporting time of support technicians to meet the organizational requirement.
 - The support technicians can have holidays only on close holidays at ITER-India. For any other leave, the service provider has to send alternate support technicians as a replacement.
 - On-time attendance is expected for the staff deputed at ITER-India. In event of absence of deputed support technician, Vendor shall depute technician with equivalent calibre.

3. Facilities to be provided at ITER-India

- a. Any transport between ITER-India and IPR / elsewhere on assignment will be provided by ITER-India. The Service technicians may use the canteen facilities on payment basis. ITER-India will not provide any transport to the support technicians for commuting between their residence to ITER-India and vice versa.
- b. The Service technicians will be provided a sitting place at ITER-India and with desktop/laptop if required.

4. Termination of contract:

- a. If the reason for termination is serious and if continuing with the contractor is detrimental to the ITER India, the contract may be terminated with immediate effect.
- b. Other termination conditions shall be applicable as per GeM GTC

5. Other Terms & Conditions

- 5.1 Submission of documents pertaining to Educational Qualification, Experience, Verification of Character and Antecedents etc to ITER-India office shall be the responsibility of the Contractor.
- 5.2 Contractor shall depute the technicians who are on the payroll of the contractor only.
- 5.3 The deputed technicians shall have a valid photo ID card authorized by the Contractor.
- 5.4 Specific ITER-India Guidelines and Code of Conduct shall be followed by the deputed technicians.
- 5.5 It is the responsibility and liability of the Contractor to satisfy with Minimum Wages requirement as per Govt. prevailing rules. Insurance/ medical (covered in 15)
- 5.6 It is the responsibility and liability of the Contractor to carry out antecedents/police verification of the selected candidates
- 5.7 It is the responsibility of the contractor to comply with all government orders/rules in respect of deputed personnel is mandatory.
- 5.8 If in case the technician's performance is not found to be satisfactory as per Purchaser's decision considered as final in this regard, the contractor has to provide suitable replacement for the said technician within 07 days period
- 5.9 All deployed personnel are required to adhere to the office hours/schedule of 0900 hrs. to 1730 hrs. as specified at section 1.6 above. ITER-India reserves the right to change the working hours as and when need arises. However occasionally, if the need arises, the deputed personnel shall come to work with permission on week-ends/non-working days/holidays at no extra payment.
- 5.10 The Contractor shall make available an **Attendance Register** which will be kept at the Security Main Gate of ITER-India. The deputed personnel shall make attendance entries “in and out time” in this register on daily basis.

- 5.11 The internet and computer facilities provided by ITER-India shall be used strictly for official work only.
- 5.12 Contractor shall ensure safe custody of hardware and software issued to his personnel and hand over / return the same in good and sound condition to ITER-India representative when demanded by them or prior to relieving after completion of the Contract. Contractor shall be responsible and liable for any loss and/or damage to the hardware and software during the execution of the contract due to the reasons attributable to the personnel deputed by him.
- 5.13 Contractor shall ensure that technicians once deployed shall not be changed without prior concurrence of ITER-India during the execution of the contract. However, due to unavoidable situations, if change is necessitated, the Contractor shall intimate ITER-India immediately and a suitable replacement for the said technician shall be provided within reasonable period as informed by ITER-India. This replacement of technician is subject to ITER-India's approval. The deputed technicians can proceed for leave only after prior permission from ITER-India unless some emergency.
- 5.14 Leave taken by the deputed technicians is to be compensated with alternate arrangement as per need/demand raised by ITER-India. Short period of absence can be made up with extra working hours beyond office timing.
- 5.15 The insurance and medical facilities of the deputed technicians is the responsibility of the Contractor.
- 5.16 No TA/DA or any other allowance(s) shall be paid by ITER-India to personnel.
- 5.17 Food, lodging and transportation facilities for the Contractor's personnel shall be in the scope of the Contractor.
- 5.18 Canteen facility is available at ITER-India, IPR. Contractor's personnel can avail the canteen facility on payment basis at their own.
- 5.19 The deputed personnel under no circumstance shall be associated with any Union formation related activities or any type of illegal activities.
- 5.20 The deputed personnel shall co-operate with the security personal at ITER-India/IPR.
- 5.21 The deputed personnel need to be immediately replaced, in case his/her performing found unsatisfactory as per ITER-India requirements.
- 5.22 Contractor shall indemnify and hold harmless the Purchaser and its employees and officers against all claims, demands, damages, losses, costs and expenses of whatsoever nature (including legal fees and expenses) in respect of:
 - 5.22.1 Bodily injury, sickness, disease or death, of any deployed Contractor's personnel
 - 5.22.2 Damage to or loss of any property of Contractor's personnel arising in connection with this Contract.
 - 5.22.3 Unauthorized use of any software by Contractor's personnel

- 5.23 Contractor shall pay and indemnify the Purchaser against any liability in respect of any fees or charges payable by him under any act of parliament, state laws, any government instrument, rule or order and any regulations or by-laws of any local authority in respect of the supplies/services under this Contract. Contractor shall indemnify and hold the Buyer/Purchaser harmless from and against all claims, damages and expenses arising out of his failure to obtain all permit and licenses which he is required to comply with in respect of laws, ordinances, regulations of the country and government.
- 5.24 Contactor shall be liable and shall pay for any loss and /or damage to the Purchaser’s property and/or infrastructure due to the reasons attributable to the Contractor/Contractor’s deployed personnel.
- 5.25 **Payment Terms:** The payment shall be made for actual utilization of services on monthly basis and within 30 days from the date of submission of error free invoice (refer SLA) along with duly certified attendance sheet and other required documents.
- 5.26 **Deductions/adjustments as provided in SLA shall be made from the monthly bill of Service Provider.** This SLA will be applicable for absenteeism of candidate upto 15 days. However, absenteeism beyond 15 days and for default in services or breach of any other term & conditions of the contract, **penalty and fine as per GeM Standard Terms & Conditions (SLA) shall be applicable.**
- 5.27 **No Liquidated Damages are applicable to this contract.**
- 5.28 Bidder shall submit the **Letter for Acceptance of Tender** (GeM bid) as per **Annexure-1** of the ATC along with bid submission.
- 5.29 After the placement of order, the successful bidder shall sign a **Non-disclosure Agreement (NDA)** as per **Annexure-2** of the ATC on non-judicial stamp paper of appropriate value.
- 5.30 After the placement of order and at time of deputation of personnel at ITER-India, the Service Provider shall submit an **Employees Grievance Declaration** as per **Annexure-3** and **Employee Declaration** as per **Annexure-4** of the ATC on non-judicial stamp paper of appropriate value.

Annexure-1: Letter for Acceptance of Tender

(This form should be printed on bidder’s letter head duly signed, stamped and uploaded with GeM bid)

From:

Name and address of Applicant Bidder
Name of Contact Person
Contact Number (Tel. no., mobile no., Fax no., E-mail)

Date:

To:

Sr. Officer (Purchase & Stores)
ITER-India, Institute for Plasma Research,
Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,
Ahmedabad 380005,
Gujarat, INDIA Tel: + 91-79-2326 9656
Email: buyer1.doai.adi@gembuyer.in

Subject: Acceptance of the Tender

Ref. : GeM bid# GEM/2023/B/3205125 for “IT operational management services end users support”

Dear Sir/Madam,

1. I/ We have downloaded / obtained the Global tender document(s) for the above mentioned ‘GeM bid’ from GeM portal / the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s)
2. I / We hereby certify that I / we have read the entire tender documents i.e. EEC, Scope of work, Scope of supply, SLA, other details and GeM bid specific Terms & Conditions of the contract, and Bid Specific ATC which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation (if any) too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following (**Please ✓ anyone from below two check boxes**).
☐ I/ We hereby **unconditionally accept** all the Scope of work, Scope of supply, SLA, other details and GeM bid specific Terms & Conditions of the contract, and Bid Specific ATC.
☐ I/ We **accept** all the Scope of work, Scope of supply, SLA, other details and GeM bid specific Terms & Conditions of the contract, and Bid Specific ATC, **except following deviations**.
List of deviations attached as an enclosure to this letter.
5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.



Title: GeM bid# GEM/2023/B/3205125 for “IT operational management services end users support”

6. I / We certify that all information furnished by our Firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Signature

Bidder's stamp

Name:

Position:

Annexure-2: Non-Disclosure Agreement

(To be executed on non-judicial stamp paper of appropriate value)

NON - DISCLOSURE AGREEMENT

This Agreement made on this _____ day of _____, _____ (the ‘Effective Date’)

BETWEEN:

(1) _____

AND

(2) _____

(hereinafter referred to, individually, as the “**Party**” and collectively, as the “**Parties**”)

Background:

- i) The Parties are, or will be, evaluating, discussing and negotiating a potential contractual relationship concerning the _____ (the ‘**Project**’).
- ii) The Parties may, in these evaluations, discussions and negotiations, disclose to each other information that is technically and /or commercially confidential.
- iii) The Parties have agreed that disclosure and use of such technical and/or commercial confidential information shall be made and on the terms and conditions of this Agreement.

Now it is agreed as follows:

1.0 Definitions:

In this Agreement the following terms shall, unless the context otherwise requires, have the following meanings:

- 1.1 ‘**Disclosing Party**’ means the Party disclosing Confidential Information to the other Party under this Agreement.

- 1.2 **‘Receiving Party’** means the Party receiving Confidential Information from the other Party under this Agreement.
- 1.3 **‘Confidential Information’** means any information, which shall include but is not limited to, design, fabrication & assembly drawings, know-how, processes, product specifications, raw materials, trade secrets, market opportunities, or business or financial affairs of the Parties or their customers, product samples, inventions, concepts and any other technical and/or commercial information, disclosed directly or indirectly and in any form whatsoever (including, but not limited to, disclosure made in writing, oral or in the form of samples, models, computer programs, drawings or other instruments) furnished by the Disclosing Party to the Receiving Party under/during this Agreement.
- 1.3.1 Such Confidential Information shall also include but shall not be limited to:
- 1.3.1.1 information disclosed by the Disclosing Party in writing marked as confidential at the time of disclosure;
 - 1.3.1.2 information disclosed by the Disclosing Party orally which is slated to be confidential at the time of disclosure;
 - 1.3.1.3 information disclosed in any other manner is designated in writing as Confidential Information at the time of disclosure; or
 - 1.3.1.4 notwithstanding sub-clauses 1.3.1.1, 1.3.1.2 and 1.3.1.3 of this definition, any information whose nature makes it obvious that it is confidential.
- 1.3.2 Such Confidential Information shall not include any information which:
- 1.3.2.1 is, at the time of disclosure, publicly known; or
 - 1.3.2.2 becomes at a later date, publicly available otherwise than a wrongful act or negligence or breach of this Agreement of or by the Receiving Party; or
 - 1.3.2.3 the Receiving Party can demonstrate by its written records was in its possession, or known to the Receiving Party, before receipt under this Agreement, and which was not previously acquired under an obligation of confidentiality; or
 - 1.3.2.4 is legitimately obtained at any time by the Receiving

Party from a third party without restrictions in respect of disclosure or use; or

1.3.2.5 the Receiving Party can demonstrate to the satisfaction of the Disclosing Party, has been developed independently of its obligations under this Agreement and without access to the Confidential Information.

- 1.4 **‘Purpose’** means the evaluations, discussions, negotiations and execution regarding a contractual relationship between the Parties in respect of the Project defined in paragraph (i) of the **Background** section.
- 1.5 **‘Affiliate’** means any legal entity which, at the time of disclosure to it on any Confidential Information, is directly or indirectly controlling, controlled by or under common control with any of the Parties.
- 1.6 **‘Contemplated Agreement’** means any future legally binding Agreement between the Parties in respect of the Project envisaged under this Agreement.

2.0 Non-Disclosure of Confidential Information:

- 2.1 In consideration of the disclosure of Confidential Information by the Disclosing Party to the Receiving Party solely for the Purpose, the Receiving Party undertakes whether by itself, its successors and heirs, not to disclose Confidential Information to any third party, unless in accordance with Clause 4.
- 2.2 In addition to the undertaking in Clause 2.1, the Receiving Party shall be liable for:
- 2.2.1 any loss, theft or other inadvertent disclosure of Confidential Information, and
- 2.2.2 any unauthorized disclosure of Confidential Information by persons (including, but not limited to, present and former employees) or entities to whom the Receiving Party under this Agreement has the right to disclose Confidential Information, except where, the Receiving Party has used the same degree of care in safeguarding such Confidential Information as it uses for its own Confidential Information of like importance and in no event less than a reasonable degree of care; and upon becoming aware of such inadvertent or unauthorized disclosure the Receiving Party has promptly notified the Disclosing Party thereof and taken all reasonable measures to mitigate the effects of such disclosure and to prevent further disclosure.

2.3 The Receiving Party understands and agrees that:

2.3.1 any information known only to a few people to whom it might be of commercial interest and not generally known to the public is not public knowledge;

2.3.2 a combination of two or more parts of the Confidential Information is not public knowledge merely because each part is separately available to the public.

2.4 The Receiving Party acknowledges the technical, commercial and strategic value of the Confidential Information to the Disclosing Party and understands that unauthorized disclosure of such Confidential Information will be injurious to the Disclosing Party.

3.0 Use of Confidential Information:

The Receiving Party is entitled to use the Confidential Information but only for the Purpose.

4.0 Permitted Disclosure of Confidential Information:

4.1 The Receiving Party may disclose in confidence Confidential Information to any of its Affiliates and employees, in which event the Affiliate and employee shall be entitled to use the Confidential Information but only to the same extent the Receiving Party is permitted to do so under this Agreement. The Receiving Party agrees that such Affiliates or employees are subject to confidentiality obligations no less restrictive than those of this Agreement.

4.2 The Receiving Party shall limit the dissemination of Confidential Information of its Affiliates and employees having a need to receive such information to carry out the Purpose.

5.0 Copying and Return of Furnished Instruments:

5.1 The Receiving Party shall not be entitled to copy samples, models, computer programs, drawings, documents or other instruments furnished by the Disclosing Party hereunder and containing Confidential Information, unless and to the extent it is necessary for the Purpose.

5.2 All samples, models, computer programs, drawings, documents and other instruments furnished hereunder and containing Confidential Information shall remain the Disclosing Party's property.

5.3 At any time upon request from the Disclosing Party or upon the conclusion of the Purpose or expiry of this Agreement, the Receiving Party, at its own cost, will return or procure the return, promptly and in any event within 14 days of receipt of such

request, of each and every copy of Confidential Information given by the Disclosing Party, and satisfy the Disclosing Party that it no longer holds any further Confidential Information.

6.0 Non-Disclosure of Negotiations:

Except as provided in Clause 4, each Party agrees that it will not, without the other Party’s prior written approval, disclose to any third party the fact that the Parties are discussing the Project. The Parties acknowledge that the provisions of this Agreement shall apply in respect of the content of any such discussions. The undertaking set forth in this Clause 7 shall survive the termination of this Agreement.

7.0 Term and Termination:

- 7.1 This Agreement shall become effective on the Effective Date. The provisions of this Agreement shall however apply retroactively to any Confidential Information, which may have been disclosed in connection with discussions and negotiations regarding the Project prior to the Effective Date.
- 7.2 This Agreement shall remain in force for five (5) years from the Effective Date, except to the extent this Agreement is superseded by stipulations of the Contemplated Agreement.
- 7.3 The rights and obligations of each Party with respect to all Confidential Information of the other Party that is received under this Agreement shall remain in effect for a period of five (5) years from the date of disclosure of Confidential Information.

8.0 Intellectual Property Rights:

All Confidential Information disclosed herein shall remain the sole property of the Disclosing Party and the Receiving Party shall obtain no right thereto of any kind by reason of this Agreement.

9.0 Future Agreements:

Nothing in this Agreement shall obligate either Party to enter into any further Agreements.

10.0 Amendments:

Any amendment to this Agreement shall be agreed in writing by both Parties and shall refer to this Agreement.

11.0 Severance:

If any term or provision in this Agreement is held to be either illegal or unenforceable, in whole or in part, under any enactment or rule of law, such term or provision or part shall to that extent be deemed not to form part of this Agreement, but the validity and enforceability of the remainder of this Agreement shall not be affected.

12.0 Governing Law:

This Agreement shall be governed by and construed in accordance with the laws of India and in any dispute arising out of or relating to this agreement, the Parties submit to the exclusive jurisdiction of the Courts situated at Ahmedabad, India.

13.0 General:

- 13.1 Upon 45 days written notice, the Disclosing Party may audit the use of the programs, materials, marketing materials, services, and such additional disclosed resources. The Receiving Party agrees to co-operate with the Disclosing Party's audit and to provide reasonable assistance and access to information.
- 13.2 The Disclosing Party shall not have any liability to the Receiving Party for any claims made by third parties arising out of their use of the Disclosing Party's trademarks (including “Logo”) or marketing materials. The Receiving Party agrees to indemnify the Disclosing Party for any loss, liability, damages, cost or expense (including attorney's fees) arising out of any claims, which may be made against the Disclosing Party arising out of their use of the Logo or marketing materials where such claim relates to their activities, products or services. Notwithstanding above, the Receiving Party shall have no obligation to indemnify the Disclosing Party with respect to a claim of trademark or copyright infringement based upon their use of the Logo or marketing materials, as expressly permitted under this Agreement.
- 13.3 The Receiving Party shall disclose of any similar agreements explicit or otherwise, for similar purpose/application with in its own organization, or any other third party.

13.4 In the event of a breach or threatened breach by the Receiving Party of any provisions of this Agreement, the Disclosing Party, in addition to and not in limitation of any other rights, remedies or damages available to the Disclosing Party at law or in equity, shall be entitled to a temporary restraining order / preliminary injunction in order to prevent or to restrain any such breach by the Receiving Party, or by any or all persons directly or indirectly acting for, on behalf of, or with the Receiving Party.

IN WITNESS WHEREOF, this Agreement was duly executed on behalf of the Parties on the day and year first above written.

For and on behalf of

For and on behalf of

Sign : _____

Sign : _____

Name :

Name :

Title :

Title :

Annexure-3 - Employees Grievance DECLARATION

(To be executed on non-judicial stamp paper of appropriate value)

Date:

To,
ITER-India, Institute for Plasma Research
Block A, Sangath Skyz,
Bhat-Motera Road,
Koteshwar,
Ahmedabad – 380005

Ref : Contract No. ----- dated -----

Sub: Employees Grievance **Declaration**

Dear Sir,

We, (Name of Service Provider/Contractor), hereby declare that all our employees grievances including those related legal aspects shall be settled by our Company for the man-power/technician deputed at ITER-India, IPR and under any circumstances, the deputed man-power shall not claim for an employment at ITER-India, IPR.

We further declare as binding for the obligation that it shall indemnify and hold ITER-India, IPR harmless from and against any claim that would arise due to the breach of its above obligation.

We, do have taken appropriate corresponding declarations from its deputed employees/technicians at ITER-India, Institute for Plasma Research to fulfill its legal obligations related to claim, grievances, intellectual property right violation, breach of declaration etc.

Regards

For Company

Authorized Signatory

Annexure-4 - Employee Declaration

(To be executed on non-judicial stamp paper of appropriate value)

From,

_____*(name of employee)*_____*(Employee's code)*_____*(Address)*

Date:

To,
Nam of Service Provider/Company,
Complete address of Service Provider/Company

Sub: Employee Declaration

Dear Sir,

I declare that I am working as (Designation of employee of the Company) at (Name of Company) from ____, and will be deputed to ITER-India, Institute for Plasma Research, Block A, Sangath Skyz, Bhat-Motera Road, Koteswar, Ahmedabad – 380005 as Technical under GeM Contract No. _____ dated _____ I further declare that:

- 1) My employment is subject to terms and conditions signed by me on _____ date with (Name of Company).
- 2) I shall not claim any employment with ITER-India, Institute for Plasma Research as a right.
- 3) I shall proceed on leave only after prior permission from Company, which in turn will take approval from ITER-India, Institute for Plasma Research. Till such approval is received from ITER-India, Institute for Plasma Research, I will not proceed for leave.
- 4) I shall abide by the instructions given by ITER-India, IPR.
- 5) I shall maintain a weekly report detailing the list of activities assigned and the corresponding work done at ITER-India, Institute for Plasma Research.
- 6) I shall under no circumstance associate myself with any Union formation related activities or any type of Illegal activities at ITER-India, Institute for Plasma Research..

I further agree that I shall indemnify and hold ITER-India, IPR harmless from and against any claim that would arise due to the breach of my above obligation.

Regards

(name of Employee and Signature)