**Annexure-B: Other Terms and Conditions of Contract**

1. **Other Terms and Conditions:**

# SAFETY REQUIREMENT:

* + 1. The Contractor/Service Provider shall cover his employees/workers under PF, ESI, personal accident insurance policy and applicable laws.
    2. The Contractor/Service Provider shall be fully responsible and accountable for the behavior, conduct, theft and any breach at security etc. by his personnel and workers.
    3. The Contractor/Service Provider shall comply with all Govt. rules & regulations for his staff in regard to maintain the applicable labor laws, their amendments etc. in force from time to time
    4. The contactor/service provider shall comply with the instructions given by the engineer in charge, regarding safety regulations, safety precautions, protective measures, clean-up practices, housekeeping etc.
    5. The Contractor/Service Provider shall take all necessary precautions to ensure safety of personnel deployed for the said work. As the work is to be executed in a restricted area, the Contractor/Service Provider shall strictly observe all safety, security and labour regulations prevailing in the campus. The Contractor/Service Provider shall be responsible and accountable for the proper behavior of the staff employed by him and also for any breach of security regulations, thefts, sabotage etc. The Contractor/Service Provider shall withdraw any person so desired by ITER-India/IPR, if in the opinion of the representative of ITER-India/IPR it is not desirable to permit that particular person to work inside the campus

# Accident/Third Party Liability:

The Contractor/Service Provider will take all possible precautions to avoid damage to the Purchaser’s property during its onsite activities. Contractor/Service Provider shall also take insurance covering third party liability for the personnel and Equipment’s and/or tools deployed at Purchaser’s site against all risks, such as injuries, loss of life etc. Contractor/Service Provider will be fully responsible, accountable & liable for payment of compensation. In the event of loss and/or damage to Purchaser’s property / any item(s) / equipment and/or injury or loss of life to Purchaser’s personnel during the course of onsite activities due to the Contractor/Service Provider’s default. Contractor/Service Provider will be fully responsible, accountable & liable and liable for such damages and/or losses and payment of appropriate compensation as assessed by the Purchaser. Contractor/Service Provider will relieve the Purchaser from all the risk and liabilities under this clause.



# Terms of Prices

#### The agreed Contract price for this Order/Contract shall be firm & fixed during the validity and extended validity of this Order/CONTRACT. The Order/Contract price should not be subject to price escalation for whatsoever reasons.

# Taxes and Duties

### GST will be inclusive in the price bid.

### Tax Deducted at Source (TDS) or any other leviable taxes and or duties (if applicable):

#### Income tax (TDS), if applicable, at a prevailing rate as per section 194C of Income Tax Act and prevailing rate as per GST act on the Total Contract Value will be deducted from the invoice. Contractor/Service Provider shall submit the PAN along with the Invoice. Certificate of TDS will be issued by the Purchaser.

#### In case, there is any other applicable taxes and duties, same should be informed by the Contractor/Service Provider in the bid.

# Mode of Payment and Payment Schedule

* + 1. Payment will be released quarterly against error free invoice along with quarterly service report complete in all respect & duly accepted by Purchaser.

# Site Clearance

Contractor/Service Provider shall clear the site after successful completion of the ordered service.

1. **Qualification Criteria**

|  |  |  |
| --- | --- | --- |
| **Sr. No.** | **Qualification Criteria** | **Documentary Evidence to be submitted** |
| 1 | The bidder shall have the ability to execute the measurement job at a tolerance level of up to 50 microns or better using laser tracker station and probe | Documentary proof/evidence of unpriced PO copy along with invoice/GeM Contract number. Measurement report/measurement documents to comply with tolerance up to 50 microns level using laser tracker and probe. |
| 2 | The bidder shall have experienced manpower and experience to execute the job using laser tracker station and probe. There shall be at least 5 expertise manpower in their establishment. | Documentary proof shall be given about the personnel in the form of their resume along with payroll number which reflects minimum of one year of experience doing measurement work with laser tracker and similar CMMs. |

|  |  |  |  |
| --- | --- | --- | --- |
| Bidder Signature |  | | |
| Name of the signatory & Title | Name | Title |
| Bidder’s Official seal |  | | |
| Place & Date | Place | DD-MM-YYYY |

Annexure – I

Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. ………………………………………… dated ………………..

2) Bid for Hiring Third Party Inspection Agency for engineering services using optical metrology 3 dimensional measurements of beam source mounting structure

**Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.**

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

* + - * 1. *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
        2. *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered.”*

Penalties for false or misleading declarations:

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature Bidder’s stamp

Name:

Position:

Address:

Tel:

Fax:

Annexure – II

(to be printed in letter head)

\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_

**Self-Certification under preference to Make in India order**

**Certificate**

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BE-II) dated 04.06.2020 as amended from time to time and as applicable on the date of submission of tender/enquiry, we hereby certify that we M/s \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ are Class I local supplier/ Class II local supplier/Non-Local supplier and quoted item/service against ITER-India Enquiry/Tender No. …………………………………. Dated ………………….. has/have local content i.e., \_\_\_\_\_\_%. Details of location at which local value addition will be made as follows: \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_.

We also understand, false declarations will be in breach of the code of integrity under rule 175(1)(i)(h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You

**\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_**

**Signature with date:**

**Name:**

**Designation:**

**Official Seal**

Annexure-III: Price breakup

|  |  |  |  |  |
| --- | --- | --- | --- | --- |
| **Sr. No.** | **Material Description** | **Qty.**  **(A)** | **Rate/Day#**  **(INR)**  **(B)** | **Total Price**  **(INR)**  **(A\*B)** |
| 1 | Engineering services using optical metrology 3 dimensional measurements of beam source mounting structure in INTF DNB lab | 30 Days |  |  |
| **Total Price (to be quoted on GeM Portal)** | | | |  |

**#Note:**

**1. Above rate is inclusive of all Taxes & Duties and any other charges.**

|  |  |  |  |
| --- | --- | --- | --- |
| Bidder Signature |  | | |
| Name of the signatory & Title | Name | Title |
| Bidder’s Official seal |  | | |
| Place & Date | Place | DD-MM-YYYY |

Annexure-IV: Site Visit

ITER-INDIA, INSTITUTE FOR PLASMA RESEARCH

Date:

(to be attached with the quotation as one of the conditions (optional) for meeting the eligibility criteria)

|  |  |
| --- | --- |
| GeM Bid No. |  |
| GeM Bid Date |  |
| GeM Bid Due Date |  |

This is to certify that

|  |
| --- |
| Mr. |

|  |
| --- |
| of M/s |

has / have visited the Institute for Plasma Research on

|  |  |  |  |  |  |  |  |
| --- | --- | --- | --- | --- | --- | --- | --- |
|  |  |  |  | 2 | 0 | 2 | 6 |

to understand the work and get acquainted themselves with details SoW to enable them to quote against the enquiry for engineering services using optical metrology 3 dimensional measurements of beam source mounting structure

(Engineer-In charge)

ITER-India, Gandhinagar

Annexure – V

**Price Fall Clause Certificate**

( To be submitted in the bidder’s company letter head)

I/We undertake that we have not offered to supply / supplied / are not supplying same or similar products / systems or sub systems at a price lower than that offered against the Tender No…………………………………………….…………dtd………………..……….……………. in respect of any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization during the currency of the contract and if it is found at any stage that same or similar product/systems or sub systems was supplied by the bidder to any Organization/Ministry/Department of the Govt. of India or its Subsidiaries or other PSU or any other private organization at a lower price during the currency of the contract, then that very price will be applicable to the present case and the difference in the cost would be refunded by the bidder to buyer, if the contract has already been concluded.

Date: Signature of the Tenderer

Seal of the Firm