

अनुबंध | Contract



अनुबंध क्रमांक | Contract No: GEMC-511687744972781

अनुबंध तिथि | Contract Generated Date : 20-May-2024

बोली/आरए/पीबीपी संख्या | Bid/RA/PBP No.: [GEM/2024/B/4803591](#)

संगठन विवरण Organisation Details	खरीदार विवरण Buyer Details
प्ररूप Type : Central Autonomous मंत्रालय Ministry : Ministry of Electronics and Information Technology विभाग Department : Department of Electronics and Information Technology संगठन का नाम Organisation Name : Centre for Development of Advanced Computing (C-DAC) कार्यालय क्षेत्र Office Zone : Delhi	पद Designation : Admin Executive संपर्क नंबर Contact No. : 011-26940239-9619 ईमेल आईडी Email ID : buycon6.cdacc.dl@gembuyer.in जीएसटीआईएन GSTIN : 07AAATC0934H1Z2 पता Address : FC-33, Plot No. 20, Institutional Area, Jasola, New Delhi, SOUTH EAST DELHI, DELHI-110025, India

वित्तीय स्वीकृति विवरण Financial Approval Detail	भुगतान प्राधिकरण विवरण Paying Authority Details
आईएफडी सहमति IFD Concurrence : No प्रशासनिक अनुमोदन का पदनाम Designation of Administrative Approval: Senior Director and Centre Head वित्तीय अनुमोदन का पदनाम Designation of Financial Approval: Senior Director and Centre Head	भुगतान का तरीका Payment Mode: Offline पद Designation : Senior Assistant ईमेल आईडी Email ID : pao2.cdac.delhi@gembuyer.in जीएसटीआईएन GSTIN : - पता Address: FC-33, Plot No. 20, Institutional Area, Jasola, New Delhi, South Delhi, DELHI-110025, India

परेषिती विवरण Consignee Details		
क्र.सं. S.No	परेषिती नाम & पता Consignee Name & Address	सेवा विवरण Service Description
1	संपर्क Contact : 011-26940239-9619 ईमेल आईडी Email ID : buycon6.cdacc.dl@gembuyer.in जीएसटीआईएन GSTIN : 07AAATC0934H1Z2 पता Address : FC-33, Plot No. 20, Institutional Area, Jasola, New Delhi, SOUTH EAST DELHI, DELHI-110025, India	Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System) - Complete System

सेवा प्रदाता विवरण Service Provider Details	
जेम विक्रेता आईडी GeM Seller ID :	NFQ6220007125722
कंपनी का नाम Company Name :	BG AIR SYSTEMS
संपर्क नंबर Contact No. :	09899362303
ईमेल आईडी Email ID :	bgairsystems@gmail.com
पता Address :	H NO 1662/17,GOVINDPURI,MAIN ROAD KALKA JI,GOVINDPURI, South Delhi, DELHI-110019, -
एमएसएमई सत्यापित MSME verified :	No
एमएसएमई पंजीकरण संख्या MSME Registration number :	UDYAM-DL-03-0015002
एमएसएमई सामाजिक श्रेणी MSE Social Category :	SC
एमएसएमई लिंग श्रेणी MSE Gender :	Male
जीएसटीआईएन GSTIN:	07AUDPR0454N1ZB (R)

*जिसके नाम के पक्ष में GST/TAX इनवॉइस पेश किया जाएगा | GST / Tax invoice to be raised in the name of - Consignee

सेवा प्रारंभ दिनांक (नवीनतम) Service Start Date (latest by): 23-Jun-2024	सेवा समाप्ति तिथि Service End Date : 22-Jun-2025
सेवा विवरण Service Details	

श्रेणी नाम | Category Name : Operation And Maintenance Of HVAC System (Heating, Ventilation And Air Conditioning System)

बिलिंग चक्र Billing Cycle: quarterly		
विवरण Description	Quantity (Please select 1 in case operation and maintenance service is required for complete system, otherwise mention actual quantity for each line item)	Per month quote of the service
Operation And Maintenance Service Is Required For	Complete System	
Type of Annual Maintenance Service Provider required	Expertise should be in VRV AC System	
Status/condition of equipment/machine/system (At the time of bid)	Functional but outside AMC and Warranty	
Cost of consumable/Material	Consumables to be provided by service provider (inclusive in contract cost)	1
Cost of spare parts	Spare parts to be provided by service provider (inclusive in contract cost and spare parts should be of OEM or OEM	98333

	authorized/equivalent only)	
Number of months for which Operations & Maintenance service is required during contract period	12	
कुल राशि (रुद्र) Total Amount (Formula) : (Per month quote of the service*Quantity(Please select 1 in case operation and ma intenance service is required for complete system, otherwise mention actual quan tity for each line item)*Number of months for which Operations & Maintenance ser vice is required during contract period)		
ऐडऑन के बिना कुल मूल्य Total Value without Addons(INR)		1179996
कुल एडऑन मूल्य Total Addon Value(INR)		0
ऐडऑन सहित कुल मूल्य Total Value Including Addons(INR)		1179996
अनुबंध की राशि Amount of Contract		
सभी शुल्क और करों सहित कुल अनुबंध मूल्य Total Contract Value Including All Duties and Taxes(INR)		1179996
एसएलए विवरण SLA Details		
Special Terms And Conditions For Operation And Maintenance Of HVAC System (Heating, Ventilation & Air Conditioning System)		
<p>1. Preamble</p> <p>A. All Operation and Maintenance of HVAC System service contracts placed through GeM shall be governed by the following set of Terms and Conditions:</p> <p>I. General terms and conditions for Goods and Services. II. Service STC contained in this document III. BID / Reverse Auction specific ATC</p> <p>B. The above terms and conditions are in reverse order of precedence i.e. ATC supersedes Service-specific STC which supersedes GTC, whenever there are any conflicting provisions.</p> <p>C. This document represents the Special Terms and Conditions (STC) and the Service Level Agreement (SLA) governing the contract between the Buyer and Service Provider. The purpose of this document is to outline the scope of work, the Stakeholder's obligation, and the terms and conditions of all services covered as mutually understood by the stakeholders.</p> <p>2. Objectives and Goal</p> <p>The objective of this document is to ensure that all the special terms and conditions are in place to ensure consistent delivery of services to the buyer by the service provider. The goal of this document is to:</p> <ul style="list-style-type: none"> <input type="checkbox"/> Provide clear reference to service ownership, accountability, roles and responsibilities of both parties. <input type="checkbox"/> Present a clear, concise and measurable description of services offered to the buyer. <input type="checkbox"/> Establish terms and conditions for all the involved stakeholders, it also includes the actions to be taken in case of failure to comply with conditions specified. <input type="checkbox"/> To ensure that both the parties understand the consequences in case of termination of services due to any of the stated reasons. <p>This document will act as a reference document that both the parties have understood the above-mentioned terms and conditions and have agreed to comply by the same.</p> <p>3. Stakeholders</p> <p>The main stakeholders associated are:</p> <p>a. Buyer: The buyer is responsible to provide clear instructions, approvals and timely payments for the services availed as per the contractual terms. b. Service Provider: The service provider is responsible to provide all the required services in a timely manner and to the satisfaction of buyer or its authorized representative. The service provider may also include seller/ supplier/ bidder/ contractor, any authorized agents, assignees, successors and nominees as per the context and as described in the document.</p> <p>The responsibilities and obligations of the stakeholders have been outlined in this document. The document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions.</p> <p>4. Service Scope</p> <p>4.1 Introduction</p> <p>The Operation and Maintenance of HVAC system and its machines and equipment are required by the buyers for smooth working and performance of the HVAC System and allied equipment. The work will comprise of regular maintenance/preventive maintenance of HVAC System and allied equipment and machines as mentioned by the buyer in the bid documents.</p> <p>The operations of HVAC system and its machines and equipment will be as per the requirement of buyer and might be required round-the-clock. Regular checking of parameters is required for the smooth operation of the system. All measures should be taken by the service provider to operate the system satisfactorily.</p> <p>4.2 Scope of Work</p> <p>i. The scope of work includes operation (as applicable), servicing, repairing and maintenance of Heating, Ventilation and Air Conditioning System Installation. ii. Shall cover operation and all routine, preventive and major/special maintenance works as required from time to time for complete HVAC System including but not limited to System Power cables, Internal & External Electrical wiring and installations etc. and as mentioned by the buyer in bid documents. iii. Adherence to various obligations as mentioned under service provider's obligations.</p> <p>5. Terms and Conditions</p> <p>5.1 Buyer's Obligations</p> <p>i. The buyer shall nominate a Nodal officer/engineer in-charge from its organization to coordinate with Service Provider to facilitate operation and maintenance of the HVAC system. ii. The buyer shall provide access and adequate space to the authorized personnel of the service provider to work in the specified area. iii. The buyer will provide water and electricity on a continuous basis. iv. If needed the complete layout of site/location/building where HVAC system is installed/operational are placed and complete drawings, technical specification of equipment/machines etc. shall be provided to service provider. v. The items not included in scope of the service (i.e., to be provided by buyer), if any, shall be provided by the buyer in a timely manner for smooth running of O&M service. vi. The buyer must notify to the designated representative of the service provider, as soon as possible after the buyer becomes aware of them; a. For any problems, complaints, incidents or accidents that occur during the contract including any form of inappropriate behaviour/ improper uniform by the personnel. b. For any dishonest, wrongful or negligent acts or omissions of its personnel or agents in connection with the services.</p> <p>vii. The buyer can issue instructions as may be necessary or appropriate for the prompt and effective implementation of the services to officials, agents and representatives, of the</p>		

service provider

viii. **Buyer must ensure that the service provider complies with the Rule 144(xi) of General Financial Rules (GFR), 2017 and the product supplied, if any, must also comply with Make In India guidelines of DPIIT.**

Price Variation Clause:

"It is advisable to include Price Variation Clause in the long term contracts to take care of the increase/decrease in prices of various ingredients which majorly affect the overall price of the service. Buyers are therefore advised to include the Price Variation Clause (PVC) in the bid document through ATC for long term contracts. The additional payment, if any, on account of PVC can be done offline till such time online functionality is developed on GeM."

5.2 Standard Service Provider Obligations

- i. The service provider shall ensure that the level of service provided is of the highest professional standard and shall ensure full compliance to the terms and conditions of the contract.
- ii. A complaint escalation matrix is to be provided by service provider.
- iii. The service provider shall attend to emergency works in time. No extra payment will be made for working on odd hours for emergency works.
- iv. The service provider will be required to submit a list of the manpower being deployed with photo ID, address proof, police verification certificate and educational qualifications before deputing the workers. The service provider shall be solely responsible for the credentials/ acts of his staff/workers.
- v. The service provider shall provide at his own cost proper uniform and badges and photo identity cards to the manpower deployed.
- vi. In an event that, for any reason, the manpower provided changes their contact number during the tenure of the contract then the service provider will immediately notify the buyer of the above change.
- vii. The persons deployed by the service provider shall solely be the responsibility of the service provider and buyers shall have no obligation for any sort of claims raised by the service provider's employees/personnel. For all intents and purposes, the service provider shall be the "Employer" within the meaning of different Labour Legislations in respect of manpower so employed and deployed in the buyer's premises and shall be responsible to fulfil all obligations under applicable laws without any recourse to the buyer.
- viii. The service provider shall be liable for ensuring compliance with the provisions of all applicable laws including but not limited to Labour Law [Central/State] and specially Workmen Compensation Act, EPF Laws, ESI Laws, Income tax laws and Minimum Wages Laws, Contract Labour (Regulations Abolition Act), Pollution Control Board and any other relevant acts as may become applicable during the tenure of the contract. The onus of compliance to all the applicable Laws/Acts/Rules shall rest with the service provider only and the buyer will not be liable in any manner.
- ix. The service provider shall cover all its personnel under the relevant laws of EPF, Labour, ESI etc. Proof of the same should be submitted by the service provider.
- x. The service provider shall be responsible for any type of statutory/mandatory claims or penalties considering the default with reference to the above-mentioned Laws/Acts/ Rules.
- xi. The service provider shall cover its personnel for personal accident and death whilst performing the duty and the Buyer shall own no liability and obligation in this regard.
- xii. It is the responsibility of the service provider to disburse wages timely to all its deployed personnel. The buyer has no responsibility in this regard.
- xiii. The service provider shall submit a copy of wages sheet showing monthly wages paid to all its deployed personnel from time to time or as required by buyer.
- xiv. The service provider shall produce to the buyer the details of payments of statutory benefits like bonus, leave, relief etc. to its personnel from time to time or as required by buyer.
- xv. Attendance of manpower shall be entered in the attendance register on regular basis. The same shall be made available for verification to the buyer/buyer's authorized representative, as and when required.
- xvi. Tax deduction/collection at source for the service provider shall be governed by the prevailing rules.
- xvii. The service provider shall also provide at its own cost all benefits- statutory or otherwise, to all its deployed personnel and the buyer shall not have any liability whatsoever on this account.
 - a. The service provider shall deploy manpower who are above eighteen years of age and are not above 65 years of age.
 - b. If required by the buyer and wherever applicable, the service provider shall provide documentary proof for the qualifications and experience of the manpower deployed by them. The biodata, qualification and experience of the said manpower should be certified by the service provider.
 - c. The personnel being deployed shall ordinarily be continued and should not be changed without written intimation and consultation with the buyer. In case the manpower deputed by the service provider is found not suitable, the service provider shall replace such manpower without any additional cost to the buyer, if directed by the buyer. The service provider shall not deploy or shall discontinue deploying such person(s).
- xviii. The service provider shall get the police verification done for all its deployed personnel at site
- xix. The service provider shall ensure medical fitness of all its deployed personnel at site.
- xx. The service provider shall ensure adequate supervision to ensure correct performance of the services in accordance with the requirements agreed upon.
 - a. In an event that the service provider fails to deliver or fails to carry out tasks as per schedule due to the absence of personnel or any other reasons, the service provider at his own cost shall make an alternate arrangement by providing similar manpower for which agreement is entered into, without any extra charges. Failure to do so will evoke a penalty and the buyer shall have the right to recover damages as per the provisions of the contract.
 - b. The service provider shall be personally responsible for any theft, misconduct and /or disobedience on the part of personnel deployed by them.
- xxi. Duty hours of workman/supervisor for the job will be same as followed under the Industrial Act and as per instructions of the buyer. However, the Workmen/Supervisors can be called upon at any time and they must work on holidays/rest days also, if necessary, based on the demand of work.
- xxii. The service provider shall maintain registers and checklists for each activity and the work done by each of the personnel deployed and make available to the buyer/ buyer's representative for verification and endorsement, if required.
- xxiii. The service provider shall deploy adequate number of skilled, semi-skilled and unskilled workmen who are necessary for the proper and timely execution of the services. Excess manpower shall not be deployed without approval of the buyer.
- xxiv. All safety accessories and measures as required for the execution of the work shall be provided to the workers by the service provider at their own cost.
- xxv. The service provider would always keep adequate number of equipment (in working conditions) at the site which is needed to ensure smooth function of this contract covering the scope of work.
- xxvi. The service provider must provide required tools, equipment and safety gears based on applicable regulations/codes/guidelines.
- xxvii. The service provider shall depute adequate manpower to ensure round-the-clock operation and preventive/minor break-down/routine repair & maintenance work/ service as per details specified in the scope of work.
- xxviii. The service provider shall deploy the manpower as mentioned by the buyer in the contract.
- xxix. The service provider shall submit a monthly report and a comprehensive report after each preventive maintenance to buyer/buyer's authorized representative. The format of the report shall be jointly agreed upon at the start of contract between the buyer and the service provider.
- xxx. Deployed manpower should be capable of taking up any repair & maintenance work of his area of the system independently. The service provider's supervisor shall ensure that his manpower is always available at the site.
- xxxi. In case any loss is incurred by the buyer owing to the negligence or mishandling by the deployed personnel of the service provider, the service provider shall be responsible to make good the losses suffered by the buyer, subject to GTC provisions on limitation.
- xxxii. Any damages caused by the service provider in existing facilities while carrying out the work shall be made good by the service provider to buyer's entire satisfaction at their own risk and cost.
- xxxiii. The service provider shall, at all times, make and keep sufficient copies of the Drawings, Specifications etc. which are required by them to fulfil their duties under the contract.

- xxxiv. The location for reporting shall be provided by the buyer to the service provider.
- xxxv. In case of hazardous nature of work, the service provider should provide appropriate manpower that has past experience of undertaking hazardous/similar nature of work.
- xxxvi. The service provider shall provide prior information to the buyer and obtain necessary approvals, for any hazardous material being brought to the site and service provider shall ensure safe and secure storage and usage of such material.
- xxxvii. All electrical works will be done as per the latest Indian Electricity Act and other requirements of the contract.
- xxxviii. The service provider must leave work areas in a clean, tidy and safe condition at the end of each working period.
- xxxix. No work may be carried out above the heads of people or over gangways or roads or near power cables unless all precautions have been taken to ensure the safety of the person below, and until permission is given by the buyer/authority in charge
- xl. The service provider should ensure that their personnel do not consume alcohol / do not smoke / do not take khaini/ any type of drugs in the buyer's premises, the violation will attract suitable penalty.
- xli. The service provider must ensure that their personnel do not report for duty in inebriated state. Any violation will attract suitable penalty on the service provider
- xlii. The service provider is advised to visit and examine the work site and its surroundings and obtain for themselves all information that may be necessary for preparing the bid. The site visit shall be at the service provider's own expenses and the buyer will be indemnified for any material/personnel loss of the service provider.
- xliii. Facilities for Workmen
- a. The service provider shall make his own arrangements for the engagement of all workmen, local or otherwise, and for their transport, housing, feeding and payment.
- b. The service provider shall provide at the site adequate supply of drinking water, other water for use and other facilities to meet the statutory requirements.
- c. If any illness of an epidemic/pandemic nature breaks out, the service provider shall comply with and carry out whatever regulations, orders and requirements are imposed by the Government or the local medical or sanitary authorities for the purpose of promptly dealing with and overcoming it.
- d. The service provider shall, at all times, take all reasonable precautions to prevent any unlawful riotous or disorderly conduct by or amongst the persons deployed for the works at site and for the preservation of peace and the protection of persons and property in the neighbourhood of the work.
- e. The service provider shall ensure that the provisions of facilities for workmen clause are complied with by his sub-service providers/contractors as well.
- f. The service provider shall provide and maintain at his own cost all lights, guards, fencing, warning signs and watching, wherever necessary or required by the buyer or by any authority for the protection of the Works or for safety and convenience to the public or others, and take all reasonable steps to protect the environment on and off the site and to avoid damage or nuisance to persons or to property of the public or others resulting from pollution, noise or other causes arising as a consequence of his methods or repair.
- xliv. All spare parts or consumables are to be supplied by the service provider, if applicable, shall be properly wrapped and packaged so that they are preserved in original as new condition under the normal conditions of storage anticipated at site. All such spare parts/consumables shall be properly tagged and coded for proper identification so as to facilitate its intended usage. They shall be packaged separately and clearly marked as Spare Parts/Consumables and brought to the site in accordance with instructions/approval from the buyer. Packing lists shall be maintained so that the parts can be handled without unpacking/uncrating.
- xlv. The service provider shall clearly intimate, well in advance, any special storage/protection requirements for spare parts/consumables under their scope of supply
- xlvi. In case spare parts/consumables are to be provided by buyer, the Service Provider will maintain inventories and follow up with the buyer/authorized representative of the buyer, for regular supplies of such material. The service provider shall ensure that requests for spare parts/consumables are raised well in advance to ensure no downtime of machines and equipment's due to non-availability of spare parts/consumables.
- xlvii. In case spare parts/consumables are to be provided by the buyer, old and used spares/items shall be returned by the service provider to the buyer immediately after completion of job/work.
- xlviii. If the spare parts/consumables issued by the buyer are found to be misused or wasted by the service provider, the service provider shall be liable to pay compensation as may be fixed by the buyer.
- xlix. The service provider shall comply with all statutory requirements, including but not limited to those as specified above and shall keep the buyer harmless and indemnified for any action brought against it for any violation/non-compliance of any of the Acts, etc.
- l. Insurance: The service provider shall take an insurance policy for all the employees employed by them against accidents and injuries while at work as required by the relevant rules and agreement clause. It shall be the obligation of the service provider to pay compensation, if any to his workmen as per Workmen's Compensation Act and any statutory modification and also in respect of any damage or compensation payable in consequence of any accident or injury sustained by the workmen or other persons whether in the employment of service provider or not, if caused by the action of negligence on the part of the service provider. The buyer will not share any responsibility or liability fully or partly on above. The decision of the buyer in regard to fixing the responsibility for the accident will be final and binding. All costs on such insurance shall be deemed inclusive in price bid.

5.3 Service Specific Service Provider Obligations

- i. The service provider shall take due care so that the HVAC system do not lead to major breakdown. In the event of any breakdown, the same shall be rectified immediately failing which such rectification shall be done at the risk and cost of the service provider. Similarly, if any breakdown takes place due to the negligence of service provider, the whole component has to be replaced/ rectified by the service provider to bring it to the original condition immediately.
- ii. The service provider shall undertake performance test (capacity, airflow, water flow rate, Coefficient of Performance (COP) of chilling unit etc.) of each plant during peak summer in presence of buyers representative. The performance test shall be recorded so that buyer can understand the healthiness of the plant/ system/ equipment
- iii. The service provider shall undertake overhauling of compressor/ chilling units as per the service schedule
- iv. The service provider to provide oil/ refrigerant as and when required for proper functioning of HVAC Plant systems, if applicable.
- v. The service provider shall check electrical overload protection system and other electrical system and rectify/replace the electrical component/cable etc.
- vi. The service provider shall undertake following activities (as applicable based on the plant type):
- a. Operate and maintain Heat & Ventilation Air conditioning System, associated protection equipment's, cables, control cables, capacitor panels/power factor correction systems, pump panels, mechanical ventilation and pressurizing system etc. and their associated switchgear etc. round the clock throughout the contract duration.
- b. Maintain the Internal and Electrical Installations fittings, power outlets, switchboards, distribution boards etc cable & wiring pertaining to the same in good working condition. Attending to the complaints/ faults, preventive maintenance to avoid breakdowns etc. round the clock throughout the contract duration.
- c. Ensure the effective cooling of HVAC system
- d. Check/clean of VRF outer door unit/AHU Filters at least once in week or as mentioned by the buyer
- e. Check and replace, if necessary and applicable the performance of all operational safeties at least once in three months or as mentioned by the buyer
- f. Check and clean all electrical fittings including fans on at least once in a month or as mentioned by the buyer
- g. Check electrical circuits and rectify faults as and when necessary
- h. Clean, tighten electrical contact points at least once a month or as mentioned by the buyer
- i. Tighten all the fasteners of the bus ducts, bus bars and cables as and when necessary and at least once in three months or as mentioned by the buyer. Also, re-terminate the heated-up contacts and replace cabling/wiring as and when necessary
- j. Ensure that the control circuitry of all the systems are perfectly working
- k. Any other activity as assigned by the buyer essentially required for keeping the equipment in good healthy working conditions

5.4 Safeguarding of proprietary and confidential information

- i. The Service Provider shall not carry and/or transmit any material, information, application details, equipment or any other goods/material in Physical or electronic form, which are proprietary to or owned by buyer, out of Buyer premises without prior written permission from Buyer.
- ii. Service Provider acknowledges that buyer's business data and other buyer's proprietary information or materials, whether developed by buyer's or being used by buyer pursuant to a license agreement with a third party (the foregoing collectively referred to herein as "proprietary information") are confidential and proprietary to buyer; and Service Provider agrees to use reasonable care to safeguard the proprietary information and to prevent the unauthorized use or disclosure thereof, which care shall not be less than that used by Service Provider to protect its own proprietary information.
- iii. Ownership and retention of Documents: Buyer shall own the documents, prepared by or for the Service Provider arising out of or in connection with this contract. Forthwith upon expiry or earlier termination of this contract and at any other time on demand by buyer, the Service Provider shall deliver to buyer all documents provided by or originating from buyer and all documents produced by or from or for the Service Provider in the course of performing the Services, unless otherwise directed in writing by buyer at no additional cost.

5.5 Independent Contractors

The relationship between Buyer and service provider under this agreement is that of principal to principal basis and neither party shall have the power or authority to bind or obligate the other party except as expressly set forth in this Agreement. Therefore, Service Provider nor the personnel of the Service Provider shall become the employee of the Buyer under this Agreement. The Buyer shall also not be liable to the service provider nor its personnel, beyond the scope and the fees as mentioned in the STC. For the sake of clarity, it is stated that Buyer shall not be responsible for any claim such as salary or allowances, bonus, compensation, damages or anything arising out of their employment/duty under this STC. The Service Provider shall make them known about this position in writing before deploying the personnel to the Buyer site. The Buyer shall in no way be responsible for the violation of any laws from the time being in force, either by the Service Provider or its employees.

6. SLA Penalties and Termination

S No.	Description of default	Penalty
1.	Delay in commencement of work	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
2.	Delay in mobilization of resource	Every week of delay from the schedule date of commencement of work will attract a penalty of 0.1% of total contract value
3.	Non resolution of complaints	If complaint is resolved within the agreed timelines of contract – No penalty If complaint is not resolved within the agreed timelines of contract – Penalty of INR 1,000 for per hour of delay or as stipulated by buyer
4.	Downtime of plants, machines and equipment due to the fault attributable to the service provider	Penalty and downtime as defined by the buyer
5.	In case of failure to maintain required HVAC parameters such as temperature, humidity etc. in the HVAC area within 01 Hour even after healthy state of HVAC system.	Rs 1000/- per hour
6.	If an employee of the service provider is found responsible for misconduct/disobedience or has misbehaved in any manner or resorted to any violent behaviour etc. with the employees of buyer organisation or other employees of service provider	1 st Instance – 0.05% of the contract value and replacement of resource 2 nd Instance – 0.1% of the contract value and replacement of resource 3 rd Instance onwards – 0.2% of the contract value and replacement of resource The buyer can take further action as deemed fit by competent authority at buyer's end.
7.	Consumables/spare parts supplied for use during the contract are not as per specification (if applicable)	Apart from immediate replacement of such consumables/spare parts following penalties: 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value
8.	Downtime of plants, machines and equipment due to the fault attributable to the service provider	Penalty and downtime as defined by the buyer
9.	Non-adherence of dress/uniform by the service provider employees or labours or any sub-contractors of the service provider	1 st Instance –INR 200 2 nd Instance – INR 500 3 rd Instance onwards – INR 1000
10.	Violation of applicable Safety, Health & Environment related guidelines/norms by service provider or its employees/labours/sub-contractors	In addition to applicable legal penalties, the following will be applicable 1 st Instance – 0.5% of the contract value 2 nd Instance – 1% of the contract value 3 rd Instance onwards – 2% of the contract value
11.	If the employee/manpower of the service provider is absent or takes leave for more than 2 days without informing or taking prior approval of the buyer	Substitute within 2 days failing which, penalty of 0.1 % per day of the contract value of the absent resources up to 15 days. Beyond 15 days, penalty of 0.5% per day of the contract value

S No.	Description of default	Penalty
12.	Any place supposed to be manned 24 x 7 days and Competent staff not found at any time	INR 2,000 per staff per instance
13.	If cumulative penalties reach 10% of the contract value	Termination of contract

7. Payment Schedule

- The Payment Procedure shall be as specified in the General Terms and Conditions of GeM and the Payment Schedule will be as defined by the buyer.
- The payment will be made to the service provider as defined by the buyer on submission of the bill by the service provider and after deducting the penalty amount if any.

8. Formulae Used

Total Price = A*B*C

Where,

A = Price Quoted by the service provider (to be quoted by the service provider on per month basis)

B = Number of machines/equipment for which Operation and Maintenance Service is required (to be quoted by the buyer). This should be kept as 1 in case Operation and Maintenance Service is required for complete system.

C = Duration for which Operation and Maintenance Service is required (To be mentioned by the buyer in months)

अतिरिक्त आवश्यक डेटा/दस्तावेज़: खरीदार | Additional Required Data/Document(s) : Buyer

- Please upload scope of work : [click here](#)

अतिरिक्त डेटा/दस्तावेज़ : विक्रेता | Additional Data/Document(s) : Seller

- Certificate (Requested in ATC) : [click here](#)
- Additional Compliance Documents As Required By Buyer : [click here](#)
- Authorization Letter From Original Equipment Manufacturer (oem) : [click here](#)

ईपीबीजी विवरण | ePBG Detail

सलाहकार बैंक Advisory Bank :	State Bank of India
ईपीबीजी प्रतिशत (%) ePBG Percentage(%) :	3.00
बोली लगाने वाले को बोली के नियमों और शर्तों के अनुसार लागू ईपीबीजी प्रस्तुत करना होगा The bidder shall furnish ePBG as applicable as per bid's terms and conditions	

नियम और शर्तें | Terms and Conditions

1. General Terms and Conditions-

- This contract is governed by the [General Terms and Conditions](#), conditions stipulated to this Product/Service as provided in the Marketplace.
- This Contract between the Seller and the Buyer, is for the supply of the Goods and/ or Services, detailed in the schedule above, in accordance with the General Terms and Conditions (GTC) unless otherwise superseded by Goods / Services specific Special Terms and Conditions (STC) and/ or BID/Reverse Auction Additional Terms and Conditions (ATC), as applicable

2. Buyer Added Bid Specific Terms and Conditions-

2.1 Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2.2 Service & Support:

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

2.3 Generic

Bidder financial standing: The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

2.4 Certificates:

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

2.5 Buyer Added Bid Specific ATC:

Buyer Added text based ATC clauses

ADDITIONAL TERMS AND CONDITIONS:

- In lieu of Bid Security (also known as Earnest Money Deposit), the bidders/ service provider shall have to submit Bid Security Declaration letter duly signed & stamped by the authorized signatory of the bidding firm addressed to Senior Director & Centre Head, CDAC Delhi stating that "If we withdraw or modify our Bid submitted to C-DAC against the subject tender during the period of bid validity, or if we are awarded the contract and we fail to accept the contract or to submit a PBG by the deadline defined in the bid document, we hereby agree that C-DAC has full rights to cancel our bid and suspend/blacklist our firm/company for a period up to 2 years from participating in any of the tenders to be invited by C-DAC henceforth."
- The bidder and offered product should be in compliance with the OM & Order (Public Procurement No.1) ref. F.No.6/18/2019-PPD dated 23.07.2020

and subsequent addendums/ amendments.

3. The bidder will be solely responsible for the correctness of all declarations, information and certificates, failing any false declaration/information/certificate their bid may be cancelled and appropriate action may be taken against them.
4. Only "Class-I local supplier" and "Class-II local supplier" shall be eligible to bid in this procurement. The product offered should also be in compliance with the Make in India Order No. P-45021/2/2017-PP (BE-II), dated 16.09.2020 of DPIIT.
5. At any time prior to the deadline for submission of bids, C-DAC may, for any reason, whether on its own initiative or in response to the clarification request by a prospective bidder, modify the bid document. The amendments to the tender documents, if any, will be notified by release of Corrigendum Notice on GeM against this bid.
6. C-DAC at its discretion may extend the deadline for the submission of bids if it thinks necessary to do so or if the bid document undergoes changes during the bidding period, in order to give prospective bidders time to take into consideration the amendments while preparing their bids.
7. CDAC reserves the right to reject/ cancel the bid without any liability to CDAC and without assigning any reasons thereof if any deviation is observed between the services offered by the seller and the requirement stated in the Bid OR in case of no requirement.
8. The duly constituted Tender Evaluation Committee (TEC) shall evaluate the bids. The TEC shall be empowered to take appropriate decisions. The decisions of TEC shall be final and binding on all the bidders.
9. TDS and other statutory taxes, if any, as applicable will be deducted from the monthly payment.
10. If the services are not found satisfactory then the contract would be terminated at any time without serving any notice period. Also, this contract is purely at the discretion of appointing authority and can be terminated at any time without serving any notice period.
11. If the Service Provider does not fulfil its obligations under the terms and conditions stipulated under the contract during the period/date specified in the contract, it would be considered a breach of the contract and C-DAC shall have the right to Cancel/withdraw the Contract without any liability. Such cancellation due to non-performance by the service provider will entitle C-DAC to forfeit the Performance Security Bank Guarantee in whole or in part, if applicable, besides their downgraded rating or debarment from GeM.
12. The seller/ bidder shall arrange all the tool, labour and transport etc. required for the delivery, installation and commissioning. The items supplied under the contract shall be fully insured by the bidder against loss or damage incidental to manufacture or acquisition, transportation, storage, delivery and installation. CDAC will not be responsible for any loss to bidder on account of non-insurance to any equipment or services.
13. The Seller/Bidder shall take full responsibility for the performance of the items and in case of damage to the items due to negligence on the part of the Seller, the same shall be completed/corrected by the Seller at no extra cost.
14. The seller/ bidder is advised to visit the actual site with prior appointment and fully acquaint themselves with site conditions, requirements, quantum of work, etc. before participating in this Bid. C-DAC shall not be responsible in any way for no familiarization of site conditions and requirement. Once the Bidder has participated the work, it is implied that he has ascertained site conditions and requirement(s) and no claim/ request, whatsoever, will be entertained by C-DAC on such account.
15. Bidders are requested to upload the signed and stamped scope of work in addition to the relevant / requested document otherwise bid may not be accepted for technical evaluation.
16. By responding to this tender, a bidder will be deemed to have accepted all the terms and conditions of this tender.

2.6 Service & Support:

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

2.7 Service & Support:

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

2.8 Past Project Experience:

Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.Proof for Past Experience and Project Experience clause: For fulfilling the experience criteria any one of the following documents may be considered as valid proof for meeting the experience criteria:a. Contract copy along with Invoice(s) with self-certification by the bidder that service/supplies against the invoices have been executed.b. Execution certificate by client with contract value.c. Any other document in support of contract execution like Third Party Inspection release note, etc.

2.9 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Centre for Development of Advanced Computing
payable at
Jasola, New Delhi

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

2.10 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

Centre for Development of Advanced Computing, Jasola, New Delhi
A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledger. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

2.11 Forms of EMD and PBG:

Successful Bidder can submit the Performance Security in the form of Payment online through RTGS / internet banking also (besides PBG which is allowed as per GeM GTC). On-line payment shall be in Beneficiary name

Centre for Development of Advanced Computing

Account No.

39668996751

IFSC Code

SBIN0011553

Bank Name

State Bank of India

Branch address

Jasola Branch, New Delhi 110025

. Successful Bidder to indicate Contract number and name of Seller entity in the transaction details field at the time of on-line transfer. Bidder has to upload scanned copy / proof of the Online Payment Transfer in place of PBG within 15 days of award of contract.

2.12. *Generic.*

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

नोट: यह सिस्टम जनरेटेड फाइल है। कोई हस्ताक्षर की आवश्यकता नहीं है।

Note: This is system generated file. No signature is required.