

## Document Based ATC

GeM Bid No.: GEM/2025/B/6263345 for Comprehensive Annual Maintenance Contract (CAMC) of Lifts 02 Nos. for 3 Years

**1) Compliances with Various acts, Rules and Regulation:**

The Contractor/Service Provider shall be fully responsible for complying with all the relevant statutory obligations as applicable from time to time.

Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of the Contractor/Service Provider and the liability to be borne by the Contractor/Service Provider.

All the relevant records / documents / registers /correspondences / récits etc. For the above may be produced for verification whenever asked by the Institute, kept ready for the official inspection.

**2) Taking over and Handing over:**


All domestic units will be handed over in present working condition and shall be maintained by the Contractor/Service Provider, till the end of contract period/extended contract period. the Contractor/Service Provider shall be responsible to hand over the same barring the normal wear and tear but certainly not in a deteriorated condition to the ITER-India/Incoming Contractor/Service Provider at the time of conclusion of the contract. The handing over procedure shall be commenced 15 days before conclusion of the contract and completed by the last date of the validity of the contract.

**3) Addition and Deletion of the Units from Maintenance Contract:**

ITER-India may include additional units in the Annexure-V or delete the units mentioned in Annexure-V any time during the tenure of the Service Order and the payment of the services shall be made on the basis of total units maintained during that time period of billing.

**4) SETTLEMENT OF DISPUTE**

4.1 Otherwise specifically provided in the Service Order, all disputes concerning questions of fact arising under the Contract shall be decided by the Contractor/Service Provider and ITER-India subject to a written appeal by the Contractor/Service Provider to ITER-India.

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4.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

**5) SAFETY REQUIREMENT:**

5.1 The Contractor/Service Provider shall cover his employees/workers under PF, ESI, personal accident insurance policy and applicable laws.

5.2 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.


5.3 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

5.4 The contractor shall comply with the instructions given by the engineer in charge, regarding safety regulations, safety precautions, protective measures, clean-up practices, housekeeping etc.

The 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 Service Provider shall strictly observe all safety, security and labour regulations prevailing in the campus. The 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 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.

**6) 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

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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.

#### **7) Taxes and Duties**

GST will be extra as per prevailing rate (Currently 18%). GST No. and PAN details shall be mentioned in the Invoice.

#### **8) TDS**

Applicable Tax deducted at source (TDS) will be deducted under Income Tax Act & GST Act from the payment at the prevailing rate. Certificate of TDS will be issued by the Purchaser

#### **9) Payment Terms**


Payment will be made on quarterly basis at the end of each quarter of AMC. Payment will be made within 30 days from the date of receipt of bill subject to carrying out satisfactory monthly services in a particular quarter. All monthly service/break-down service reports duly approved by the Engineer In-charge of ITER-India to be submitted along with the

Invoice for processing the payment. The Invoice shall bear GST registration number as well as the PAN card & SAC Code. The amount due if any, shall be recovered from quarterly invoice.

Bank Charges : All the bank charges to be borne by the Service Provider.

#### **10) Contractor/Service Providers Responsibility**

The Contractor/Service Provider shall be fully responsible and liable to comply with laws, rules and regulations in respect of workmen engaged by them. The Contractor/Service Provider shall be fully responsible, accountable & liable for the safety of workmen and tools, tackles & equipment deployed by them on work at purchaser's site. The Contractor/Service Provider will also be fully responsible, accountable & liable for payment of wages and perks to workmen engaged for executing

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the job. The Contractor/Service Provider should also comply with the local laws, rules, regulations and statutory obligations.

#### **11) Disputes/Jurisdiction**

The courts of Ahmedabad only shall have jurisdiction to deal with and decide any legal matter or dispute whatsoever arising out of this Contract/Service Order.

#### **Annexures:**

- 1) Annexure-I: General Particulars of the Bidder
- 2) Annexure-II: Letter for Acceptance of Tender
- 3) Annexure-III: Self-declaration by Bidder of a country sharing/not sharing land border with India
- 4) Annexure-IV: Self-Certification under preference to Make in India order Certificate
- 5) Annexure-V: Price Breakup


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### Annexure-I: General Particulars of the Bidder

1.	Name of the Bidder (Mention Company's name and address)	
2.	Bidder's Proposal No. and Date	
3.	Name and designation of the officer of the Bidder to whom all references shall be made for expeditious co-ordination.	
4.	Postal Address, Telephone & Fax Nos. and e-mail Address of Registered Office	
5.	Address, Telephone Nos., Fax Nos. and e-mail ID of Office through which the proposed work (if entrusted) will be handled with name & designation of person-in-charge	
6.	Core Competence of business	
7.	Areas of other business activity, if any & place of such business	
8.	Any additional information which the tenderer considers relevant for evaluation of this tender	
9.	Bank details of the Bidder	
10.	GST Registration details of the bidder	
11.	PAN details of the bidder	
12.	MSME (Udyam) registration details with category (General/SC/ST/Women), if any	
13.	Start-up registration details, if any	
14.	Registration with NSIC or with DPS, DAE	

\_\_\_\_\_  
Authorized signatory of Bidder

\_\_\_\_\_  
Bidder's stamp

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## Annexure-II: Letter for Acceptance of Tender

*(This form should be printed on bidder's letter head duly signed, stamped and submitted by the bidder along with Technical 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: [purchase@iterindia.in](mailto:purchase@iterindia.in)

Subject: Acceptance of Part-A of the Tender

Ref. : GeM Bid No.: GEM/2025/B/6263345 for Comprehensive Annual  
Maintenance Contract (CAMC) of Lifts 02 Nos. for 3 Years

Dear Sir/Madam,


1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Tender' from 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. Scope of supply, scope of work and Technical Specifications and Terms & Conditions of the tender, which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein and GeM GTC.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. In this regard, we would like to confirm the following **(Please ✓ against any one applicable check box).**

☐ I/ We hereby **unconditionally accept** all the Technical Specifications, scope of work, scope of supply, Terms and Conditions, Documents Based ATC and other details as per above mentioned GeM bid.

**OR**

☐ I/ We accept all the Technical Specifications, scope of work, scope of supply, Terms and Conditions, Documents Based ATC and other details as per above mentioned GeM bid, **except following deviations:**

**List of deviations is attached as an enclosure to this letter**

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5. I / We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
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:

**Note: If any deviations are proposed, these must be clearly indicated in Part-A of the tender as a separate annexure to this Letter of Acceptance instead of merely enclosing bidder's printed conditions of Sale. Deviations, if any, shall be reflected in this letter of acceptance (or enclosure to this letter) only and not elsewhere in the bid, failing which, the Purchaser shall consider bidder's acceptance of Part-A of tender document with no deviation.**

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### Annexure – III: 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) GeM Bid No. GeM Bid No.: GEM/2025/B/6263345 for Comprehensive Annual Maintenance Contract (CAMC) of Lifts 02 Nos. for 3 Years

**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:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority. 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  
stamp

Bidder's

Name:


Position:

Address:

Tel:

Fax:



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## Annexure – IV: Self-Certification under preference to Make in India order Certificate

(to be printed in letter head)

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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 GeM Bid No. .... Dated ..... has/have local content i.e., \_\_\_\_%. Details of location at which local value addition will be made as follows:

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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


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**Signature with date:**

**Name:**

**Designation:**

**Official Seal**

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### Annexure – V : Price Breakup

**The bidder shall submit duly filled, signed and stamped Price Breakup on their letter head along with the Technical Bid submission on GeM portal.**

Sr. No	Description	No. of elevators	No. of Monthly Services per elevator	Unit Rate (INR) inclusive of GST	Total Price (INR) inclusive of GST
1	1 <sup>st</sup> Year (from 08/08/2025 to 07/08/2026) CAMC Charges for KONE Make elevators	02 Nos.	12		
2	2 <sup>nd</sup> Year (from 08/08/2026 to 07/08/2027) CAMC Charges for KONE Make elevators	02 Nos.	12		
3	3 <sup>rd</sup> Year (from 08/08/2027 to 07/08/2028) CAMC Charges for KONE Make elevators	02 Nos.	12		
(Total in words: .....)					

Note 1: Total Service to be provided during 3 years = 2 Lifts x 12 Service X 3 years = 72 Services

Note 2: Payment will be made on quarterly basis against issuance of consignee receipt cum acceptance certificate (CRAC) and on-line submission of bills and submission of monthly service reports.

Declaration	We certify that the above mentioned unit rate and total price is inclusive of all applicable Taxes & Duties and on Free Door Delivery Basis as per GeM GTC.	
Bidder Signature		
Name of the signatory & Title	Name	Title
Bidder's Official seal		
Place & Date	Place	DD-MM-YYYY