



Tender for

Tender for Datacenter Facilities Management Services

at

Inter-University Centre for Astronomy & Astrophysics (IUCAA)
Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus,
Pune 411 007, India, Tel. (020) 25604100 Fax: (020) 25604699

Technical Bid



Technical Bid

Tender for Datacenter Facilities Management Services at IUCAA

Inter-University Centre for Astronomy & Astrophysics (IUCAA)
Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus,
Pune 411 007, India

Name of Work: **Tender for Datacenter Facilities Management Services at IUCAA**

A. Name of Vendor / Firm / Company _____

Postal Address _____

Telephone Off. _____

Telex / Fax _____

Email ID _____

Signature & Seal of Bidder



Inter-University Centre for Astronomy and Astrophysics

Tender for

Tender for Datacenter Facilities Management Services at IUCAA

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Tenders Published on Web Portals

The Director, Inter-University Centre for Astronomy & Astrophysics, Savitribai Phule Pune University Campus, Ganeshkhind, Pune – 411007, invites technical & financial bids from reputed vendors / bidders for **“Tender for Datacenter Facilities Management Services at IUCAA ”**.

Interested parties may view and download the tender document from Government Central Procurement Portal <http://eprocure.gov.in/eprocure/app>, and the same is also available on IUCAA’s website <https://www.iucaa.in/tenders>.

IUCAA reserves the right to reject any or all of the tenders without assigning any reason.

Administrative Officer (Purchase)

SECTION – I

Tender Information

Inter-University Centre for Astronomy and Astrophysics (IUCAA), Post Bag 4, Ganeshkhind, Savitribai Phule Pune University Campus, Pune 411 007, invites sealed tenders in two-bid system, i.e., “Technical Bid” and “Financial Bid” from reputed vendors for “**Tender for Datacenter Facilities Management Services at IUCAA**”

Tender available on CPPP	: From 03/06/2024 from 1100 hrs.
Submission of questionnaire for Pre-Bid Meeting	: 14/06/2024 up to 1100 hrs.
Pre-Bid Meeting	: 19/06/2024 at 1100 hrs.
Closing date & time for receipt of tender	: 26/06/2024 at 1100 hrs.
Tender opening date & time	: 27/06/2024 at 1100 hrs.
Place of tender opening	: IUCAA’s office
Earnest Money Deposit (EMD)	: Rs.45,000/- (Rs. Forty-Five Thousand Only)

- 1) Bidders shall ensure that their tenders, complete in all respects, are uploaded at <https://eprocure.gov.in/eprocure/app> on or before the closing date and time indicated as above,
- 2) EMD should be paid through **NEFT/RTGS** only. Photo copy of transaction ID or UTR no. should be uploaded along with technical bid. The firms registered under Micro Small Enterprises (MSE) are exempted from payment of EMD.
- 3) Tender fees shall not be applicable for tender documents downloaded by the bidder. (In order to promote wider participation and ease of bidding, no cost of tender document will be charged for tender documents downloaded or uploaded on CPPP by the bidder)
- 4) **Minimum turnover of the bidder must be: a) for MSEs: should not be less than Rs.45,00,000/- (Rs. Forty-Five Lacs Only) per annum during the last 3 financial years, i.e., 2020-2021, 2021-2022 and 2022-2023 and b) for other than MSEs: Rs.60,00,000/- (Rs. Sixty Lacs Only) per annum during the last 3 financial years, i.e., 2020-2021, 2021-2022 and 2022-2023. Those bids not fulfilling this criterion will be summarily rejected without assigning any reasons thereof.**
- 5) In the event of any of the above-mentioned dates being declared as a holiday / closed day for IUCAA, the tenders will be received/opened on the next working day at the appointed time.
- 6) The Administrative Officer (Purchase), IUCAA, Pune - 411007 on behalf of IUCAA reserves the right to postpone the date of opening of tender without assigning any reason.
- 7) Technical Bid consists of all documents mentioned in the Technical Bid form along with EMD. Financial Bid consists of the prices and for all Commercial Terms and Conditions. Tender in which any of the prescribed condition (s) is not fulfilled or any condition including that of conditional rebate is put forth by the bidders, shall be summarily rejected. However, the tenders with unconditional rebate will be considered.
- 8) IUCAA reserves the right to reject any or all of the tenders without assigning any reason.

System Manager
Inter-University Centre for Astronomy and Astrophysics,
Post Bag 4, Ganeshkhind, Pune 411 007 Tel. (020) 25604100
Email- thakare@iucaa.in

SECTION - II
Technical Bid Form

Tender for Datacenter Facilities Management Services at IUCAA

(to be printed on company's letter head)

01	Bidder's Name (firm/company Name) and Address	
02	Company registration / Shop Act License No. and Validity Period/Date (If applicable)	
03	Nature of Business & Establishment Year	
04	Telephone Nos. <i>Mobile No.</i> <i>Fax Nos.</i> <i>E-mail</i>	
05	Contact Person <i>Name</i> <i>Designation</i> <i>Mobile #</i> <i>E-mail</i>	
06	EMD Paid	
07	NSIC / MSME Registration Certificate (valid certificate to be attached)	
08	PAN Details PAN no. (Photocopy to be attached)	
09	PF/ESI/GST/Professional Tax details Reg. no. PF (copy to be attached) Reg. no. ESI (copy to be attached) Reg no. GST (copy to be attached) Reg no. Profession Tax (copy to be attached)	
10	Organizational Capability (staff strength) <i>No. of Supervisors ... No of Staff...</i>	
11	Financial capacity over last minimum 3 years (Income tax return/Certified balance sheet of the firm along with CA's certificate for the respective year's turnover) FY 2020-2021 FY 2021-2022 FY 2022-2023	
12	Last Five years continuous experience of the firm in the field of providing such services in Central Govt. establishment/Autonomous bodies of GOI/Corporation of GOI/Reputed Public or Private Organizations (Provide details in enclosed tabular form)	

13	<p>Provide following details of Three major/best jobs completed / ongoing of similar nature (You may be required to arrange for inspections of at least two such projects) Client Certificate (form no V) to be attached</p> <p>a) <i>Name & address of the Office/Company</i> Start date Completion date if any Value Scope of work <i>Client contact details (Name, tele, fax, e-mail).</i></p>	
	<p>b) <i>Name & address of the Office/Company</i> Start date Completion date if any Value Scope of work <i>Client contact details (Name tele, fax, e-mail).</i></p>	
	<p>c) <i>Name & address of the Office/Company</i> Start date Completion date if any Value Scope of work <i>Client contact details (Name tele, fax, e-mail).</i></p>	
14	No. of staff/supervisors registered under ESI & EPF separately. Documentary proof of such is required and may be attached.	
15	A brief enlistment of Clients with whom your organization has worked (with contact details)	
16	List any arbitration cases/ legal disputes on Current/ previous projects - Mention name of project, reason for dispute, party filing the suit and current status)	
17	List any awards, recognitions on previously executed projects	
18	Prepared and Submitted by (Name & Signature)	
<p>Notes –</p> <ol style="list-style-type: none"> 1. The Inter-University Centre for Astronomy & Astrophysics, Pune reserves the right to accept or reject any or all applications without assigning any reason. 2. The vendors/bidder has to fill/complete the technical bid form in all respect. Every statement made in the technical bid format should be supported by documentary proof for consideration and all pages of the tender should be verified and signed by the authorised person in this behalf. Otherwise the tender is liable to be rejected. 3. Please support Work in hand and completed work information with copy of the Work order/Contract from the client. 4. Please note that quoting the lowest is not the criteria for selecting the Agency. It shall be based on the qualification, experience of the technician's and performance of the Agency and Tender Evaluation Process mentioned in the tender. 		

SECTION - III

COMMERCIAL TERMS

1. Introduction

- 1.1 The Purchaser has issued these tender enquiry documents for purchase of goods and/or services as mentioned in Section -V (Scope of Work).
- 1.2 This section provides the relevant information as well as instructions to assist the prospective bidders in preparation and submission of tenders. It also includes the mode and procedure to be adopted by the purchaser for receipt and opening as well as scrutiny and evaluation of tenders and subsequent placement of contract.
- 1.3 Before formulating the tender and submitting the same to IUCAA, the bidder should read and examine all the terms, conditions, instructions etc. contained in the tender documents. Failure to provide and/or comply with the required information, instructions etc. incorporated in these tender documents may result in rejection of its tender.

2. **Language of Tender:** The tender submitted by the bidder and all subsequent correspondence and documents relating to the tender exchanged between the bidder and IUCAA, shall be written in the English language, unless otherwise specified in the tender enquiry. However, the language of any printed literature furnished by the bidder in connection with its tender may be written in any other language provided the same is accompanied by an English translation and, for purposes of interpretation of the tender, the English translation shall prevail.

3. **Eligible Bidders:** This invitation for tenders is open to all bidders who fulfill the eligibility criteria specified as above.

4. **Tendering Expenses:** The bidder shall bear all costs and expenditure incurred and/or to be incurred by it in connection with its tender including preparation, mailing and submission of its tender and for subsequent processing the same. IUCAA will, in no case be responsible or liable for any such cost, expenditure etc. regardless of the conduct or outcome of the tendering process.

5. **Content of Tender Enquiry Documents:** The relevant details of the required goods and services, the terms, conditions and procedure for tendering, tender evaluation, placement of contract, the applicable contract terms and, also, the standard formats to be used for this purpose are incorporated in the above-mentioned documents. The interested bidders are expected to examine all such details etc. to proceed further.

6. Amendments to Tender Enquiry Documents:

- 6.1 At any time prior to the deadline for submission of tenders, IUCAA may, for any reason deemed fit by it, modify the tender enquiry documents by issuing suitable amendment(s) to it.
- 6.2 In order to provide reasonable time to the prospective bidders to take necessary action in preparing their tenders as per the amendment, IUCAA may, at its discretion extend the deadline for the submission of tenders and other allied time frames, which are linked with that deadline.

7. **Clarification of Tender Enquiry Documents & Pre-Bid Meeting:** A bidder requiring any clarification or elucidation on any issue of the tender enquiry documents may take up the same with IUCAA in writing by e-mail. A pre-bid technical meeting will be held at IUCAA, Pune on **19/06/2024 at 1100 hrs.** to discuss and resolve the queries and doubts, if any from the prospective bidders. Clarifications / questionnaire sought should be sent by email to **thakare@iucaa.in** latest by **1100 hrs. on 14/06/2024.** Clarifications / discussions / minutes of the pre-bid meeting will form a part of the tender document. Pre-bid meeting will be arranged at IUCAA.

8. Contacting IUCAA:

- 8.1 From the time of submission of tender to the time of awarding the contract, if a bidder needs to contact IUCAA for any reason relating to this tender enquiry and / or its tender, it should do so only in writing to **thakare@iucaa.in**.
- 8.2 In case a bidder attempts to influence IUCAA in its decision on scrutiny, comparison and/or evaluation of tenders and/or awarding the contract, the tender of the bidder shall be liable for rejection in addition to appropriate legal actions being taken against that bidder, as deemed fit by IUCAA.

- 9. Corrupt or Fraudulent Practices:** IUCAA requires that the bidders who wish to bid for this project have highest standards of ethics. IUCAA will reject a bid if it is found that the Bidder recommended for award is engaged in corrupt or fraudulent practices while competing for this contract. IUCAA may declare a vendor ineligible, either indefinitely or for a stated duration, to be awarded a contract if at any time if it is found by IUCAA that the bidder has engaged in corrupt and/or fraudulent practices during the execution of contract.

- 10. Interpretation of the clauses in the Tender Document/Contract Document:** In case of any ambiguity in or dispute arising out of or related to (including the interpretation of any of the clauses in this tender document/purchase order/contract), decision of the Director, IUCAA or his nominee shall be final and binding on all parties.

- 11. Tender currencies:** The bidder shall quote only in Indian Rupees.

- 12. Tender Prices:** Bidder has to check and fill all the fields mentioned in the price bid.

- 13. Taxes:** GST shall be levied as per prevailing rates (present rate of GST is 18%).

- 14. Earnest Money Deposit:** The earnest money is required to protect IUCAA against the risk of the bidder's unwarranted conduct as amplified under GCC

14.1 The amount of EMD will be Rs. 45,000/- (Rs. Forty-Five Thousand Only)

14.2 The EMD shall be denominated in Indian Rupees.

14.3 The EMD shall be furnished through **NEFT/RTGS** only bank details are as follows: -

Name of the Beneficiary - Inter-University Centre For Astronomy & Astrophysics

Bank Account Number - 98060100000188

Nature of Bank Account - Saving Bank Account, MICR NO. - 411012053

Name of the Bank - Bank of Baroda

Address of the branch - Bank of Baroda, IUCAA Extension counter,

Pune University Campus, Pune -411007. Bank Branch Code –EXTPOO,

IFSC Code- BARB0EXTPOO, Swift Code-BAR B IN BB PCB

14.4 Unsuccessful bidder's earnest money will be returned to them without any interest. In case of the bidder(s) whose offer is accepted, the EMD will be converted in to **Performance Security**. The present percentage (%) of Performance Security is 3% of the PO/Contract value. However, the balance amount of Performance Security has to be deposited separately through NEFT/RTGS. The percentage (%) of Performance security will be considered as per the Govt. of India norms at the time of execution of the contract agreement.

14.5 EMD of a bidder will be forfeited, if the bidder withdraws or amends its tender or impairs or derogates from the tender in any respect within the period of validity of its tender. The successful bidder's earnest money will be forfeited, if he fails to furnish the balance amount of Performance security within the specified period.

15. Tender Validity

- 15.1 The tenders shall remain valid for acceptance for a period of 6 months after the date of tender opening prescribed in the tender document. Any tender valid for a shorter period shall be treated as unresponsive and rejected.
- 15.2 In exceptional cases, the bidders may be requested by IUCAA to extend the validity of their tenders up to a specified period. Such request(s) and responses thereto shall be conveyed by mail or by fax followed by surface mail. The bidders, who agree to extend the tender validity, are to extend the same without any change or modification of their original tender and they are also to extend the validity period of the EMD accordingly. However, a bidder who does not agree to extend its tender validity, his EMD will not be forfeited, but his tender will not be considered for further process.
- 15.3 In case the day up to which the tenders are to remain valid falls on/ subsequently declared a holiday or closed day for the purchaser, the tender validity shall automatically be extended up to the next working day.

16. Preparation of Bids:

- 16.1 For preparation of bid, the bidders shall search the tender from published tender list available on site and download the complete tender document and should take into account corrigendum if any published before submitting their bids. After selecting the tender document same shall be moved to the 'My favourite' folder of bidders account from where bidder can view all the details of the tender document.
- 16.2 Bidder shall go through the tender document carefully to understand the documents required to be submitted as part of the bid. Bidders shall note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 16.3 Any pre-bid clarifications if required, then same may be obtained online through the tender site, or through the contact details given in the tender document.
- 16.4 Bidders should get ready in advance the bid documents in the required format (PDF/xls/rar/dwf/jpg formats) to be submitted as indicated in the tender document/schedule. **Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.**
- 16.5 Bidders can update well in advance, the documents such as experience certificates, annual report, PAN, GST & other details etc., under "My Space/ Other Important Document" option, which can be submitted as per tender requirements. This will facilitate the bid submission process faster by reducing upload time of bids.
- 16.6 The tender documents may be downloaded from <http://eprocure.gov.in/eprocure/app> till the last date of submission of tender. The Tender must be submitted online through CPP Portal <http://eprocure.gov.in/eprocure/app>
- 16.7 **The bidder should submit the bid online in two parts viz. Technical Bid and Financial Bid.** Technical Bid in cover-1 & Financial Bid in ".Xls" format in cover-2

17. Submission of Technical and Financial Bids:

- 17.1 All pages of the bid (except for un-amended printed literature) shall be initialed by the person or persons signing the bid. The bidder's name stated on the proposal shall be the exact legal name of the firm.
- 17.2 Any other condition or guideline for submission of the bids shall be notified by IUCAA if it finds necessary.
- 17.3 IUCAA may, at its discretion, extend the deadline for the submission of bids by amending the bidding documents, in which case all rights and obligations of IUCAA and Bidder previously subject to the deadline will thereafter be subject to the deadline as extended.

- 17.4 At any time prior to the deadline for submission of bids, IUCAA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, notify changes in the bidding documents through an amendment.
- 17.5 The amendments, if any, shall be notified on the CPP portal and the amendments shall be binding on all the bidders. Hence, the bidders shall view the notification in complete before submitting their bids.
- 17.6 The bidder responding to announcement shall be deemed to have read and understood the documents in complete. Where counter terms and conditions have been offered by the bidder, the same shall not be deemed to have been accepted by IUCAA, unless a specific written acceptance thereof is obtained.

SUBMISSION OF BIDS:

- i. Bidder should log into CPP Portal well in advance for bid submission so that he/ she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay.
- ii. Bidder should submit the EMD as per the instructions specified in the NIT / tender document. The details of the EMD should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- iii. While submitting the bids online, the bidder shall read the terms & conditions (of CPP portal) and accept the same in order to proceed further to submit their bid.
- iv. Bidder shall digitally sign and upload the required bid documents one by one as indicated in the tender document.
- v. Bidders shall note that the very act of using DSC for downloading the tender document and uploading their offers is deemed to be a confirmation that they have read all sections and pages of the tender document without any exception and have understood the complete tender document and are clear about the requirements of the tender document.
- vi. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. For the file size of less than 1 MB, the transaction uploading time will be very fast.
- vii. **If price quotes are required in XLS format, utmost care shall be taken for uploading Schedule of quantities & Prices and any change/ modification of the price schedule shall render it unfit for bidding.**
Bidders shall download the Schedule of Quantities & Prices i.e. Schedule-A, in XLS format and save it without changing the name of the file. Bidder shall quote their rate in figures in the appropriate cells, thereafter save and upload the file in financial bid cover (Price bid) only.
If the template of Schedule of Quantities & Prices file is found to be modified/corrupted in the eventuality by the bidder, the bid will be rejected, including forfeiture of EMD.
The bidders are cautioned that uploading of financial bid elsewhere i.e. other than in cover 2 will result in rejection of the tender.
- viii. Bidders shall submit their bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). **The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour.**
- ix. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the bidders shall **take print out of system generated acknowledgement** number and keep it as a record of evidence for online submission of bid, which will also act as an entry pass to participate in the bid opening.
- x. Bidders should follow the server time being displayed on bidder’s dashboard at the top of the tender site, which shall be considered valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system.
- xi. All the documents being submitted by the bidders would be encrypted using PKI (Public Key Infrastructure) encryption techniques to ensure the secrecy of the data. The data entered cannot be

viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128-bit encryption technology.

- xii. Technical & Financial bids has to be uploaded on or before **Bid Submission End Date & Time** mentioned in the tender documents

Assistance to Bidders

- Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contract person indicated in the tender. The contact number for the helpdesk is 020-25604134/36 between 10:30 hrs. to 17:00 hrs.
- Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24X7 CPP Portal Helpdesk. The 24 x 7 Help Desk Number 0120-4200462, 0120-4001002 and 0120-4001005. The helpdesk email id is support-eproc@nic.in
- All interested eligible bidders are requested to submit their bids online on CPP Portal <http://eprocure.gov.in/eprocure/app> per the criteria given in this document:
 - a. Technical Bid should be upload online in cover-1.
 - b. Financial Bid should be upload online in cover-2

Both Technical and Financial Bid covers should be placed online on the CPP Portal (<http://eprocure.gov.in/eprocure/app>).

TECHNICAL BID: Signed and Scanned copies of the Technical bid documents as under must be submitted online on CPP Portal: <http://eprocure.gov.in/eprocure/app> . List of Documents to be scanned and uploaded (Under Cover-1) within the period of bid submission: -

- i. Scanned Copy of EMD / MSE Certificate
- ii. Scanned copy of duly filled Technical Bid form (Section II) along with supporting documents & commercial / legal terms & conditions with proper seal and signature of authorized person on each page of the bid submitted.
- iii. Scanned copy of duly filled Tender Acceptance Letter
- iv. Scanned copy of blank tender with seal and signature on each page

FINANCIAL BID

- i. The currency of all quoted rates shall be Indian Rupees.
- ii. In preparing the financial bids, bidders are expected to take into account the requirements and conditions laid down in this Tender document. The financial bids should be uploaded online as per the specified “.Xls” format i.e. Price Bid Excel sheet attached as ‘.Xls’ with the tender and based on the scope of work, service conditions and other terms of the tender document. It should include all costs associated with the Terms of Reference/Scope of Work of the assignment.

- 18. Withdrawal of Tender:** No tender shall be allowed to be withdrawn after the deadline for submission of tender and before expiry of the tender validity period. If a bidder withdraws the tender during this period, IUCAA shall have right to forfeit the earnest money furnished/deposited by the bidder along with the tender.

19. Tender Opening:

19.1 IUCAA will open the tenders at the specified date and time and at the specified place as indicated. In case the specified date of tender opening falls on declared holiday or closed day for the purchaser, the tenders will be opened at the appointed time and place on the next working day.

19.2 In the case of two-bid system mentioned above, the technical bids are to be opened in the first

instance, at the prescribed time and date. These bids shall be scrutinized and evaluated by the competent authority / committee with reference to parameters prescribed in the tender document. Thereafter, in the second stage, the financial bids of only the technically qualified / acceptable offers (as decided in the first stage) shall be opened for further scrutiny and evaluation by giving an advance intimation to the technically successful bidders. IUCAA reserves the right to select the vendor on the basis of past performance and experience of the firm. The decision of IUCAA shall be final and representation of any kind shall not be entertained on the above. IUCAA shall have no obligation to convey reason for rejection of any bid.

20. Preliminary Scrutiny of Tenders:

20.1 The tenders will first be scrutinized to determine whether they are complete and meet the essential and important requirements, conditions etc. as prescribed in the tender enquiry document. The tenders, which do not meet the basic requirements, are liable to be treated as unresponsive and shall be ignored.

20.2 The following are some of the important aspects, for which a tender may be treated to be unresponsive and shall be ignored;

- Tender is unsigned or incomplete.
- Tender validity is shorter than the required period.
- Required EMD has not been provided/paid.
- Bidder has not agreed to give the required performance security.
- Bidder has not agreed to essential condition(s) specially incorporated in the tender enquiry.
- tender is conditional tender.

21. Minor Informality/Irregularity/Non-Conformity: If during the preliminary examination, IUCAA finds any minor informality or irregularity or non-conformity in a tender, IUCAA may waive the same, provided it does not constitute any material deviation or financial impact and, also, does not prejudice or affect the ranking order of the bidders. In case, if IUCAA conveys its observation on such 'minor' issues to the bidder by asking the bidder to respond by a specified date, and the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, such tender will be liable to be ignored.

If IUCAA observed, that vendor had inadvertently missed out to submit some documents asked in the technical bid form, then IUCAA may ask vendor to submit the same. IUCAA may convey its observation on such 'minor' issues to the bidder by registered/speed post/email/fax etc. asking the bidder to respond by a specified date. If the bidder does not reply by the specified date or gives evasive reply without clarifying the point at issue in clear terms, such tender shall be liable to be rejected/ignored.

22. Opening of Financial bids: -

22.1 The Financial bids of all eligible, technically qualified and shortlisted bidders will be opened. The date and time of opening of financial bids shall be informed only to the shortlisted bidders.

22.2 IUCAA- reserves the right to accept the offer in full or in parts or reject summarily or partly & cancel the bid without giving any reason.

23. Bidder's capability to perform the contract

23.1 IUCAA, through the above process of tender scrutiny and tender evaluation will determine to its satisfaction whether the bidder, whose tender has been determined as the lowest evaluated responsive tender is eligible, qualified and capable in all respects to perform the contract satisfactorily.

23.2 The above-mentioned determination will, inter alia, take into account the bidder's financial, professional capabilities for satisfying all the requirements of IUCAA as incorporated in the

tender document. Such determination will be based upon scrutiny and examination of all relevant data and details submitted by the bidder in its tender as well as such other allied information as deemed appropriate by IUCAA.

24. **Notification of Award:** IUCAA will notify the successful bidder that its tender for goods and/or services, has been accepted. The notification of award shall constitute the conclusion of the contract. IUCAA will inform the successful bidder in due course by e-mail.
25. **Issue of Contract:** After notification of award, IUCAA will send the duly executed contract/work order to the successful bidder by email/registered/speed post etc. The successful bidder shall return a copy of the order, duly executed and dated, to IUCAA in person / by registered / speed post / courier within fifteen days of receipt of the same from IUCAA, failing which IUCAA may treat the contract to be repudiated.
26. **Performance Security(PS) / Performance Bank Guarantee:** Within 15 days from the date of award of Contract, the successful bidder shall submit a Performance Security for 3% amount of the yearly contract value. The PS shall be paid through NEFT/RTGS. Photo copy of transaction ID or UTR no. must be provided. The EMD will be converted in to **Performance Security**, however, the balance amount of Performance Security has to be deposited separately through NEFT/RTGS. In the event of any amendment issued to the contract, the bidder shall, within 15 days of issue of the amendment, furnish the performance security of the corresponding amendment value, rendering the same valid in all respects in terms of the contract, as amended. If bidder fails to submit balance performance security amount within 15 days, from the date of award of Contract/ Work Order/Amendment, there shall be a penalty of Rs.1000/- per day up to a maximum of 5% of the PO/Contract value.
- 26.1 Subject to above, IUCAA will release the performance security without any interest to the bidder on completion of the bidder's all contractual obligations and contract period.
- 26.2 Failure of the successful bidder in providing performance security and/ or returning contract copy duly signed in terms of GCC above shall make the bidder liable for forfeiture of its EMD and, also, for further actions by IUCAA against it.
- 26.3 If the bidder furnishes Performance Bank Guarantee to IUCAA for an amount equal to three per cent (3%) of the total yearly value of the contract, valid up to contract period + sixty days, then the amount of Performance Security will be refunded. Performance Bank Guarantee must be issued by a Nationalised Bank in India and in the prescribed form as provided in **Form I** of this document.
- 26.4 In the event of any loss due to bidder's failure to fulfill its obligations in terms of the contract, the amount of the performance security shall be payable to IUCAA to compensate for the same. IUCAA shall have the right to deduct full or part of the performance security and shall refund the balance amount, if any, to the Agency on the termination/completion of the term of the Contract.
27. **Payment**
- 27.1 The successful bidder (Agency) shall submit bills once in a month latest by the 3rd of every month. IUCAA will make payment within 10 working days. All deductions due to IUCAA shall be made from such bills.
- 27.2 The Agency shall submit the monthly bills excluding the amount towards Gratuity, Bonus and Leave with Wages. These statutory payments (Gratuity, Bonus, Leave with Wages etc.) will be paid as and when due and after submission of proof of payment made to the employees, employed by the Agency during the contractual period at IUCAA.
- 27.3 GST will be paid /reimbursed as per prevailing rates. & TDS will be recovered as per prevailing rates of Income tax act.
- 27.4 Payment of Wages and other conditions of employment of workers should be not inferior to as stipulated in the Minimum Wages Act. All formalities and procedures prescribed under the Contract

Labour Act, Minimum Wages Act and other related acts should be strictly adhered to. IUCAA's responsibility as Principle Employer should be fully protected. The necessary legal registers, forms, returns, and liaison with local (concerned authorities) etc. required as per the law of the land are to be maintained by the Agency and should be made available for inspection by the Inter-University Centre for Astronomy and Astrophysics at any time. The Agency will have its workers covered under ESI, PF and other Acts as applicable from time to time at its own cost.

28. **Taxes and Duties, Fees etc.:** Bidder shall be entirely responsible for payment of all taxes, duties, fees, levies and statutory payments etc. during the contract period.
29. **Minimum Amount of Third-Party Insurance (Bidder/Agency All Risk Policy):** In case of any bodily injury to any employee during the course of his employment, the provisions of the Workmen's Compensation Act shall prevail. The Agency should have insurance cover policy in this regard at its own cost. The Agency will have to produce copy of the insurance cover (Workman Compensation Policy) for verification as and when required; failing which IUCAA may treat the contract to be repudiated.
30. **ESI, PF & other regulatory rules & laws:** Agency has to cover his workers & staff under ESI & PF scheme and comply with local laws & statutes dealing with employment of persons necessary reports to be submitted.
31. **Termination and Penalty:** It shall be the primary responsibility of the Agency that work contract is executed as per terms and conditions stipulated under this contract to the complete satisfaction of IUCAA. If performance is not found to be satisfactory, IUCAA may deduct a minimum of Rs.1000/- per day in each case subject to maximum deduction of 5% of scheduled monthly payment in a calendar month. In extreme cases, IUCAA may issue show cause notice to Agency giving 15 (fifteen) days for improvement, failing which the work contract shall be liable to be terminated along with forfeiture of the performance security. Decision of IUCAA in this regard shall be treated as final and binding on the Agency. If the Agency refuses to carry out the work under this contract at any stage before the expiry of the period of contract, the work contract shall be liable to be terminated by IUCAA without giving any notice along with forfeiture of the performance security. In such situations IUCAA may get the work done from any other person/firm at the risk and cost of the Agency till new contract is awarded or 60 days period whichever is earlier. An expenditure so incurred by IUCAA shall be deducted from the payments due to the Agency. During the absence of any employee, suitable substitute will be provided by the Agency, failing which, a penalty of Rs. 1000/- per day, per person will be deducted from the monthly bill of the Agency. If the Agency fails to ensure 95% attendance of total man days consecutively for three months, it shall be sufficient ground for termination of the work contract and forfeiture of the performance security.
- 31.1 **Termination for insolvency: If** the bidder is declared by any competent authority/court as bankrupt or otherwise insolvent, the contract shall be deemed to be terminated from the date of such declaration however, such termination will not prejudice or affect the rights and remedies which have accrued and / or will accrue thereafter to IUCAA.
- 31.2 **Termination for convenience-** IUCAA reserves the right to terminate the contract, in whole or in part, by serving written notice to the bidder at any time during the currency of the contract. The notice shall specify that the termination is for the convenience of IUCAA. The notice shall also indicate interalia, the extent to which the bidder's performance under the contract is terminated, and the date with effect from which such termination will become effective.
The goods and services which are complete and ready in terms of the contract for delivery and performance within thirty days after the bidder's receipt of the notice of termination may be

accepted by IUCAA following the contract terms, conditions and prices. For the remaining goods and services, IUCAA may decide:

- a) to get any portion of the balance completed and delivered at the contract terms, conditions and prices; and / or
- b) to cancel the remaining portion of the goods and services and compensate the bidder by paying an agreed amount for the cost incurred by the bidder towards the remaining portion of the goods and services.

31.3 IUCAA, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the agency. IUCAA will be the sole judge to determine the facts.

32. Force Majeure: Notwithstanding the provisions contained in tender document clauses, the bidder shall not be liable for imposition of any such sanction so long the delay and/or failure of the bidder in fulfilling its obligations under the contract is the result of an event of force majeure.

32.1 For purposes of this clause, force majeure means an event beyond the control of the bidder and not involving the bidder's fault or negligence and which is not foreseeable. Such events may include, but are not restricted to, acts of IUCAA either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts, and freight embargoes.

32.2 If a force majeure situation arises, the bidder shall promptly notify IUCAA in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless otherwise directed by IUCAA in writing, the bidder shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.

32.3 If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of force majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

32.4 In case due to a force majeure event IUCAA is unable to fulfill its contractual commitment and responsibility, IUCAA will notify the bidder accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

33. Settlement of Disputes

33.1 Any dispute arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of IUCAA and the Agency or their authorized representatives. The Director of IUCAA will be the final authority in resolving such disputes.

33.2 In the event of a dispute or difference which cannot be resolved by mediation, the same shall be referred to an Arbitration Tribunal consisting of three members. Either party shall give notice to the other regarding its decision to refer the matter to arbitration. Within 30 days of such notice, one Arbitrator shall be nominated by each party and the Umpire Arbitrator shall be nominated by agreement between the parties to this agreement. The venue of the arbitration will be Pune. Subject to the aforesaid, the Arbitration and Conciliation Act, 1996 with amendments and the rules there under and any statutory modification thereof for the time being in force shall apply to the Arbitration proceedings.

34. Governing language: The contract shall be written in English language following the provision as contained in tender document. All correspondence and other documents pertaining to the contract, which the parties exchange, shall also be written accordingly in English language

35. Applicable Law: The contract shall be interpreted in accordance with the laws of India.

36. Contacting IUCAA Authorities: No bidder shall contact any of the IUCAA authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.

37. **Committee Duly Constituted by IUCAA Reserves the Right to Accept any Bid and to Reject Any or All Bids:** Committee duly constituted by IUCAA reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. IUCAA also reserves the right to accept any bid in part or split the contract between two or more bidders.

SECTION - IV

GENERAL TERMS AND CONDITIONS

1. The contract will initially be for a period of three months from **September 1, 2024**. The same may further be extended for a period of nine months and thereafter on yearly basis, if the performance of the Agency is found satisfactory in the opinion of IUCAA. Either party may terminate the agreement during the operative period, by giving three (3) month's advance notice in writing. The contract may further be extended, subject to the performance of the Agency.
2. The agency should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, State/Central Government, Labour Law Department at its own cost. The agency will have to maintain registers/records as required under provisions of various Acts. IUCAA shall not be responsible in any way for any breach of these rules and regulations by the agency.
3. On the termination of the contract by either of the parties for any reason, the Agency shall return to IUCAA all materials supplied by IUCAA and refrain from using the premises of IUCAA permitted for their use during contract together with fixtures and articles therein in good condition.
4. The agency shall not transfer or assign to or share benefit of this agreement with anyone else without the consent in writing of IUCAA.
5. The agency shall at all time keep IUCAA effectually indemnified against all actions suits proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or reason of anything done or omitted to be done by the agency.
6. The agency will cooperate with all other agencies at campus.
7. None of the employees of the agency will have any right to various facilities offered by Inter-University Centre for Astronomy and Astrophysics to its staff and participants.
8. All the material required for general maintenance of the electrical equipment, will be made available by IUCAA.
9. Within one month from the receipt of the contract, the agency has to submit the police verification report of the deputed persons at IUCAA. No separate cost will be paid for the same.
10. IUCAA, reserves the right to terminate the said contract at any time on the ground of ineffective services rendered by the agency. IUCAA will be the sole judge to determine the facts.
11. The agency shall be responsible for taking good care of all equipment in IUCAA Data Centre. The agency should employ qualified AC Operators. It should bring to the notice of IUCAA the repairs and maintenance works to be undertaken from time to time to keep the equipment in working conditions.
12. The agency hereby agrees and undertakes to return to IUCAA all materials supplied by IUCAA on termination of the contract and hand over peaceful possession of IUCAA's premises in Pune allotted for their use during contract together with fixtures and articles therein in good condition and undertake to return all materials/equipment etc. supplied by IUCAA.
13. Proper maintenance is the essence of this contract.
14. The agency will be responsible for the safety and security of the material/equipment provided to them for maintenance work. IUCAA has a right to recover the amount towards damages or loss of any equipment/item from the agency or to impose penalty in case of any negligence found on the part of agency or its employees.
15. To the extent possible mechanized/automated equipment will be used for its operations. The agency will be required to have trained manpower for its operation.
16. The agency should enclose the copies of all requisite registration, PF & ESI code numbers, licenses, Income Tax Clearance Certificate & copies of the work order for the services provided to the leading organisations.
17. The agency will have to complete all the required formalities within 15 days from the award of the Contract / Work order.

EMPLOYMENT OF SUPERVISOR/WORKERS:

18. The payment of wages and other benefits to the employees of the agency shall be the **EXCLUSIVE RESPONSIBILITY OF THIS AGENCY** and persons so employed by the AGENCY shall have NO CLAIM whatsoever on IUCAA.
19. Payment of wages and other conditions of employment of workers should be not inferior to as stipulated in the Minimum Wages Act. All formalities and procedures prescribed under the Contract Labour Act. Minimum Wages Act and other related act should be strictly adhered to. IUCAA's responsibility as Principle Employer should be fully protected. The necessary legal registers, forms, returns etc. required as per the law are to be maintained by the agency. These should be available to IUCAA for inspection & scrutiny at any time. The agency will have its workers covered under ESI, PF and other acts as applicable from time to time at its own cost.
20. The employees engaged by the agency should observe the discipline and should see the decency and decorum is maintained within the course of their employment.
21. Employees appointed by the agency should be medically fit, should possess good conduct and discipline, should understand Hindi/Marathi.
22. The agency's employees will be supplied with proper uniforms along with logo of the agency including protective clothing for all seasons(winter/summer/rainy) and by the agency at its cost. Any employee found improperly dressed will be asked to leave the premises. The agency will provide immediate replacement in such cases.
23. The workers/staff of the agency will have nothing to do with IUCAA and shall have no presumptive right of absorption in the services of IUCAA. In order to give effect to this, the agency shall incorporate suitable clause in the appointment orders to be issued to its workers/staff.
24. In case the workers engaged by the agency have any grievance, they will take it up with the agency without any disturbance on the campus. If the agency's workers were to resort to agitation resulting in damage to IUCAA's property or hindrance to its work, the agency would be liable to pay damages to IUCAA. Further, such action by the agency's workforce would result in termination of the contract.
25. IUCAA has a right to modify any of the conditions as and when required with mutual understanding with the Agency. IUCAA may increase or decrease the manpower at any time during the contractual period with mutual understanding with Agency.
26. IUCAA will supply all spares/equipment/materials/items to the agency for maintenance and has a right to recover the amount from the agency towards the damages caused or loss of any items/equipment during the course of the contract or to impose the penalty in case of any lapses found on the part of agency or the persons employed by the agency.
27. A complete list of workers/supervisors together with detailed bio-data, photographs, etc. should be submitted to IUCAA before they are employed. In case of any changes in the list, the same should be informed to IUCAA.
28. A designated representative of the agency should visit IUCAA daily and report to the officers as required.
29. **Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.**
30. This Contract based on the principles of Law of Contracts. All personnel deputed / employed for execution of this contract by the agency shall be employees of the agency. IUCAA shall not have any liability to absorb them at any point of time nor can they claim any right for employment in IUCAA. The workers/staff of the agency will have nothing to do with facilities provided by Inter-University Centre for Astronomy and Astrophysics to their employees/staff/participants. In order to give effect to this, the agency shall incorporate suitable clause in the appointment orders to be issued to its workers/staff.
31. The agency shall also submit periodical reports/returns to the various statutory authorities such as those stipulated under the contract labour (Regulation & Abolition) Act, 1970, Employees Provident Fund Act, etc.

32. The agency shall at his own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and **indemnify IUCAA** against any loss which accrued to IUCAA directly or indirectly on account of discharge of his responsibilities under this contract. These Acts/Rules/Laws etc. include without limitation to the following:
- 38.1 The Minimum Wages Act, 1948, Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.2 The Workmen's Compensation Act, 1923, with Rules, Orders and Notifications, etc. issued there under from time to time.
 - 38.3 The Payment of Gratuity Act, 1972, with Rules, Orders and Notifications, etc. issued there under from time to time.
 - 38.4 The Factories Act, 1948, or the Shops and Establishment Act, whichever is applicable with Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.5 The Payment of Bonus Act, 1965, with Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.6 The Payment of Wages Act, 1936, with Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.7 The Employees Provident Fund & Miscellaneous Provisions Act, 1952, with Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.8 The Employees State Insurance Act, 1948, with Rules, Orders, and Notifications, etc. issued there under from time to time.
 - 38.9 The Interstate Migrant Workmen (Regulation of Employment and Condition of Service) Act, 1979, and Central Rules framed there-under.
 - 38.10 Child Labour (Prohibition and Regulation) Act, 1986, with Rules, Orders, and Notifications, etc. issued there under from time to time.
33. The agency shall deploy full complement of workmen under this contract at all times during the stipulated days and stipulated hours for execution of the work under this contract subject to the minimum specified manpower as stipulated in the contract, regulating their working hours and weekly off as per the statutory provisions.
34. The agency shall maintain all records/registers required to be maintained by him under various laws including those mentioned above and produce the same before the statutory authorities whenever required. These shall among other things include the following:
- Muster Roll
 - Register of Wages
 - Register of Deductions
 - Register of Fines
 - Wage Slip
 - Register of Advances
35. The agency shall not engage/employ persons below the age of 18 years.
36. The employees of the agency should be covered under ESI & PF and a copy of ESI and PF contribution to his employees deployed for fulfillment of this contract for the previous month should be attached while preferring his bills for the subsequent month. IUCAA may withhold payments to the agency or deposit PF/ESI contribution directly with appropriate authorities if the agency fails to do so. Moreover, the agency shall make salary payments to its employees as per the payment of Minimum Wages Act inclusive of dearness allowance increase etc. from time to time. The agency has to ensure that engagement and payment of wages of persons are as per existing provisions of various labour laws and regulations as decided by concerned Labour Department. Any breach to any extent of law and regulations shall be deemed to be breach of this contract.
37. The agency should display on the Notice Board showing rates of wages, No. of workers, details of payment of wages, name & address of inspector etc. as per relevant rules of Labour Laws.

38. The agency shall deal and settle the matter related their employees at his own and shall make sure that no labour problem is passed on to IUCAA.
39. IUCAA shall not be responsible for any claim, whatsoever, against the agency from third party sources including claims, if any, from the men employed by the agency under this contract.
40. The agency shall be fully responsible and liable if any person engaged/planned to be engaged by him for the purpose of this contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. while on duty, in IUCAA, under the provisions of this contract. The agency shall get the antecedents of all the persons engaged/planned to be engaged by him for the purpose of this contract, verified from police station concerned and produce a certificate in this regard to IUCAA. In case police verification for some of his employees/ workers is not available at any given time, the agency shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. and he is fully responsible for their conduct. The agency should also obtain entry passes, gate passes for the persons deployed by him for work, from the concerned department through section in charge.
41. Any employee of the agency on duty found drinking, smoking, chewing gutka etc. will be terminated without giving any advance warning.
42. The agency shall provide proper identification cards to his employees to be deputed by him for work, duly signed by the agency or authorized person on behalf of agency. These identification cards should always be donned by the staff of the agency while on duty under the provisions of this Contract.
43. In case IUCAA authorities are of the opinion that the competence or conduct (pertaining to reliability, behavior, etc.), of any of agency's employees, while on or off the job, is detrimental to the interests of IUCAA. IUCAA shall have the unqualified right to request for the removal of such employee(s) and the agency shall be under obligation to replace him/them at his own risk and cost. Same provision will apply if any employee of the agency is suffering from any communicable disease(s). The agency will be allowed a maximum of seven days to replace the so identified person(s) with another suitable person(s).
44. The agency shall pay wages directly to his workmen/employees. The agency shall also ensure that no amount by way of commission or otherwise is deducted & recovered from their wages.
45. In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Agency and IUCAA shall not be liable for any claim for damages or compensation. The agency will be responsible for the safety of its personnel as well as equipment in all respects and as such any claims, disputes or other complications arising out of such problems, mishaps will have to be settled by agency. The Agency will have its workers covered under Insurance, ESI, PF and other Acts as applicable from time to time at its own cost.
46. The agency shall ensure that the supervisors are supervising all the jobs properly and attending to the complaints promptly and satisfactorily for taking corrective action. To ensure this, all the supervisors shall be provided with a functional mobile handset so that they could be contacted immediately whenever required for rendering any assistance.
47. For successful implementation of the terms and conditions of this agreement, the staff employed by the agency shall be subject to inspection by the authorized officers of IUCAA at the discretion of IUCAA and the agency shall be under obligation to assist in such exercise, whenever desired.
48. The agency shall maintain a log book under supervisor's care in which daily attendance of his staff shall be marked to ensure that the desired number of persons have been engaged and are physically present on all stipulated days and during the entire duration of stipulated hours. This log book shall be shown to an authorized IUCAA representative at 9.00 AM daily and at any other time on demand. If at any point of time relevant entries are found missing/incomplete, IUCAA may treat such employees of the agency to be absent and take necessary action accordingly under the relevant provisions of this contract.
49. Any of the agency's employee going on leave, falling sick or not reporting on duty shall immediately be replaced by the agency at no additional expense.

50. The agency shall ensure that IUCAA's property is not damaged due to his staff's carelessness or through use of inappropriate using of material/methods etc. and in case of any damage or loss, the agency shall be liable to make good the loss. The decision of IUCAA as to the quantum and value of damage/loss shall be final and binding on the agency.
51. The tender for Datacenter Facilities Management Services requirements given in the scope of work are only indicative and not exhaustive. The decision of IUCAA authorities in this regard shall be final and binding on the agency.
52. Timely availability of all the men, material and machinery at the building for maintenance activity shall be the sole responsibility of the agency and in the event of his/her failure to do so, IUCAA reserves the right to get it done at the risk and cost of the agency. The expenditure so incurred by IUCAA shall be deducted from the payments due to the agency or from the performance security along with penalty, as deemed fit by IUCAA.
53. The agency shall take all necessary steps to ensure that due to DFMS work, official work is not put to inconvenience during office timings and there is no safety hazard/any other hazard at workplace. Decision of IUCAA regarding satisfactory standard of cleanliness & hygiene will be final binding on the agency.
54. The agency shall not authorize any other agency on sub-contract basis to perform the contract fully or partly for any period, however short it may be.
55. The contract is not transferable without the written permission of IUCAA.
56. The agency shall be under obligation to carry out any/all of the activities stipulated in the contract. The agency shall ensure performance of all the activities through his workmen/employees which have been listed under the "Scope of Work" he shall be under obligation to carry out any/all of the activities stipulated in the contract.
57. If the minimum specified manpower deployed by the agency, is found to be inadequate by IUCAA then the agency shall be under obligation to increase the manpower as directed by IUCAA. However, in all such cases, IUCAA shall pay on pro- rata basis for such additional manpower deployed by the agency.
58. The bidder shall be bound by all the terms and conditions as laid down in the bidding document including all the Annexure in toto.
59. Any deviation on the part of bidders from the clauses of this contract whether hidden/intentional/unintentional shall be considered as contravention of the clauses under this contract and same shall also be grounds for rejection.
60. IUCAA reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.
61. For better appreciation of scope of work under this contract, the bidders are advised to visit IUCAA campus on any working day between 10.00 am to 4.00 pm after the issue of tender notice and before the date of closure of this tender.
62. No financial details should be mentioned in technical bid otherwise the bid shall be liable to be rejected.
63. The bidders are advised in their own interest to study the bid document and ensure that all the points brought out in the checklist are complied with in their bid failing which, the offer is liable to be rejected.
64. The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
65. The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed along with this bid document.
66. The bidder should submit a Labour license issued by Labour Commissioner (central) within 3 months from the date of issue of the contract.

67. Conditional tenders / Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.
68. A full-time supervisor who will take full responsibility for rendering the necessary services shall be present during the working hours in IUCAA's premises at Pune.
69. In the case of any lapses on the part of its employees, suitable disciplinary action should be taken against a defaulter by the agency. IUCAA has a right to impose the penalty for the act of such negligence.

RATES / QUOTATION

70. The bidder shall submit the financial bid duly filling the rate in Indian Rupees only.
71. Rates quoted (Service charges) on per month basis by the bidder shall be valid and constant during the entire period of contract and will not be subject to any variation on any account whatsoever. However, if there is any change in statutory provisions like minimum wages, PF/ESI contributions etc. leading to increase/decrease in the amount of contractual payment then such increase/decrease would be accommodated by IUCAA as applicable and the agency shall also be bound by it. The agency in all such situations would be required to submit necessary calculations in support of his claims along with copies of relevant order/notifications/ circular etc. issued by appropriate statutory authorities.
72. A list containing the name, address, telephone number and the contact person of such establishments where the agency is presently rendering the services along with the performance certificate issued by such establishments should be enclosed. The total manpower available category-wise should be indicated.
73. Contacting IUCAA Authorities: No bidder shall contact any of the IUCAA authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.
74. Committee Duly Constituted by IUCAA Reserves the Right to Accept any Bid and to Reject Any or All Bids: Committee duly constituted by reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. IUCAA also reserves the right to accept any bid in part or split the contract between two or more bidders.
75. The relevant copies of the government (central) notifications should be attached in support of the BoQ (such as basic, VDA, PF, ESI, Bonus, Gratuity, LWF etc. as per Minimum Wages Act)
76. Bidders are requested to quote as per Minimum Wages Act (Central) wage structure. If the party quote inferior to as stipulated in the Minimum Wages Act, then their quote will be rejected.

SECTION - V (Special Terms & Conditions)
TERMS AND CONDITIONS

1. The agency will have to ensure and make necessary arrangements to depute technicians/engineers, for the 24 x 7 x 365 days services to attend to the IT Infrastructure of data centre as the same is providing services at round the clock.
2. The agency will have to monitor Integrated Building Automation System, Access Control System, Fire Alarm System, VESDA, Water Leak Detection, CCTV System, Rodent Repellent system, Gas based Fire Suppression System, Chiller system, UPS, Electrical, LCP, Comfort AC, Low Side work.
3. The personnel provided by the agency should have identity cards and they should follow the rules and regulations of IUCAA and should be trained, skilled and experienced to handle the Data centre equipment and attend to the complaints. The agency will have to replace such personnel immediately who do not follow discipline and/or lack knowledge and skills.
4. The agency shall be fully responsible for any damage/destruction (total or partial) of any part due to wrongful act or negligence of its personnel while handling equipment.
5. No material/items/equipment will be allowed to be taken out by the agency without Gate pass/written consent of IUCAA.
6. The agency shall carry out regular periodical reports and same should be submitted to System Administrator. The System Administrator will hold a weekly meeting preferably on every Monday and the agency will have to attend the meeting.
7. The agency shall visit and inspect the datacenter where these services are supposed to be rendered.
8. The agency will be responsible for all liabilities under the provisions of various acts like, Insurance, ESI, PF, Minimum Wages Act, Workmen's Compensation Act, Contract Labour (Regulation and Abolition) Act, Provident Fund Act and all other related Acts and Legislation in force from time to time.
9. Datacenter site can be seen during the working hours with prior permission.
10. The agency should maintain a register indicating daily readings of various equipment pressures, temperatures, oil level, etc. and the same should be attached along with the bill.

SECTION - V (Scope Of Work)

Scope of work:

The following offerings will be part of the Scope of Work (SOW):

- Datacenter Support Services (New & Old DC Setup)

Datacenter Support Services- New DC Summary

- These activities are indicative in nature and will be carried out by datacenter operators (DCOs) at IUCAA's datacenter premises.
- The DCOs will be responsible for regular & day-to-day activities for monitoring and upkeep of the datacenter premises relating to the areas specified below.
- These activities are routine / regular activities and are not supposed to be managerial in nature i.e. requiring a significant amount of decision making.
- All procedures will be documented and this documentation Will be shared with the DCOs. The DCOs will also undergo any training as required and this will be organized by the IUCAA.

Management of the following activities is in scope for new DC:

1. Integrated Building Automation System.
2. Access Control System
3. Fire Alarm System
4. VESDA
5. Water Leak Detection
6. CCTV System
7. Rodent Repellent system
8. Gas based Fire Suppression System
9. Chiller system
10. UPS
11. Electrical
12. LCP
13. Comfort AC
14. Low Side Work

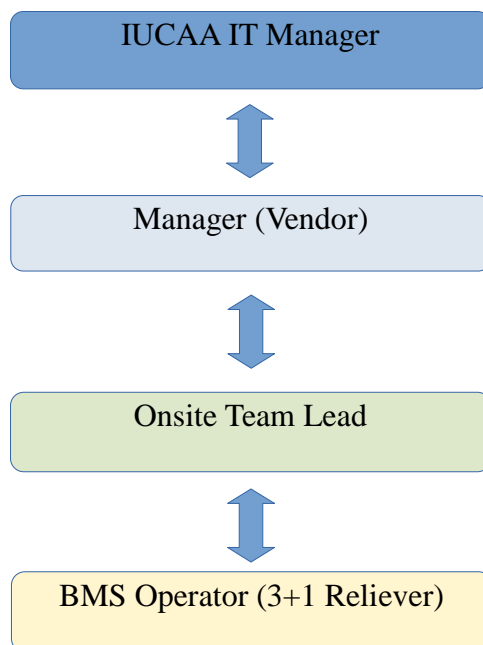
Coverage

Team Lead (1 No): 8 hrs x 6 days (General Shift), BMS Operator (3+1 Reliever): 24 x 7 x 365 days.

Team Lead: ITI or Diploma in Electrical with 2.5 to 3 year's experience in related field

BMS Operator: ITI or Diploma with 1.5 to 2-year's experience in related field

Onsite Hierarchy:



Technical Activity

1. **Integrated Building Management System:**

- Maintain time schedules on operation of the Datacenter.
- Monitor smooth running of the system.
- Observe for Alarms on work station and take appropriate action as per documented procedures.
- Day-to-day operational tasks related to the Building Management System.

2. **Electrical**

- Monitor & record the energy meters readings at interval
- Maintain Power factor close to unity
- Ensure availability of power
- Check the Voltage between Ground & Neutral quarterly
- Note the readings on regular basis
- Maintain Record of breaker servicing & earth resistance

3. **UPS**

- Monitor & Record Electrical parameters & load
- Ensure consistency of power supply
- Planning/schedule of PM visit

4. **PAHU**

- Check the Temp.& Humidity readings & note the same
- Check the AMC schedule & co-ordinate with the OEM if due
- Clean the filters
- Ensure drain pipe is clean

5. **Fire Alarm System**

- Test Fire Detection System for normal functioning as per documented procedures.
- Conduct weekly mock drill
- Emergency evacuation messaging in case of fire.

6. **CCTV System**
 - Monitor the CCTV cameras on the monitors provided.
 - Check Tail gating cases and highlight to management
 - Maintain record of Events - Back up to be taken (All equipment required for backup like Media, etc. to be provided by the Client) as per documented schedules
 - Refresh Hard Disks for continuous operation & recording.
7. **Access Control System**
 - Monitor working of all access control doors.
 - Monitor access card events in the access control software.
 - Monitor communication Status of all access doors in access control software.
 - Issue access card to authorized person
 - Submission of access card event report for the client.
 - Record keeping of system log events.
8. **Gas Based Fire Suppression Systems**
 - Respond to any alarms if it occurs and identify the reason.
 - Monitor gas cylinder pressure gauge level for any leakage.
9. **Chillers**
 - Maintain desired inlet & outlet chilled water temp.
 - Operation & pressure of chilled water circulating pumps (2Nos.)
 - Check oil pressure & Electrical parameters
 - Condenser fan
 - Maintain log books
 - Upkeep of system
 - Monitor & track PM (Preventive maintenance)
10. **Handling and Attending to Complaints**
 - Vendor management
 - Register the complaint from the user & take corrective action as per documented procedures,
 - Monitoring actions planned like preventive maintenance and its scheduling
 - Ensure smooth running and report normalcy to the user.
11. **Current SOP being followed at old DC**
 - Check all power, chiller panels to see its conditions and chilled water circulating pumps (2Nos.)
 - Check comfort AC in old DC and utility room
 - Check the inlet and outlet temperature of the water at chiller end
 - Check the water level of the water tank that supplies water to chillers.
 - Airflow temperature under the tiles is being monitored via a display unit in the old utility room which can be extended to new BMS room - Cable has to be laid,
 - FM 200 cylinder - check whether the needle is pointing to green or red.
 - If the temperature at old DC goes beyond 22° C, a hooter would raise an alarm at sub-station site near central Ac plant
 - Agency should do Power and Cooling audit once in a year using sophisticated equipment as fluke meters and thermal imagers with prior approval of IUCAA.
 - Agency should designate Local SPOC (Single Point of Contact) for faster resolution and response apart from the normal escalation matrix.

Management of the following activities is in scope for old DC:

- 1 Emerson Network Power (UPS) having 30 KVA x 4 modules with 30 minutes battery power supporting N+1 configuration.
- 2 Emerson PAC (Precision Air Conditioner) units - 2 x 8 TR capacities, air blower system. Model: Global pex1040GC - 2 no's consisting of coil Evaporator CHW (G0202011) normal fan assembly with standard IR flow GPEX sub assembly IR humidifier sub assembly reheat 1 stage control with small display (KCTo61) kit CW 3W VLV ILF 5R (KCHO303)
- 3 Two custom made chiller (11ton capacity) plants from M/s. Super AC. Make: Denfoss Compressor SM185 S4RC.
- 4 One 22 TR Blue Box Chiller

1 & 2 are connected to the network and the parameters can be viewed from BMS room through a web browser.

Responsibility of the Agency:

- 1 Operators should be ITI certificate holder and having adequate experience of BMS. The agency will have to intimate the details of persons employed at the Centre along with a passport size photograph.
- 2 On termination of the contract, the agency shall discontinue use of and hand over peaceful possession of the Centre's premises together with fixtures and articles therein good condition and undertake to return all materials/equipment etc. supplied by the Centre.
- 3 The agency shall not transfer or assign to or share benefit of this agreement with anyone else without the consent in writing of the Centre.
- 4 The agency shall at all times keep the Centre effectively indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in anyway arising out of or reason of anything done or omitted to be done by the agency.
- 5 All dispute arising out of the terms of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Centre and the authorized representatives of the agency. The Director of Inter University Centre for Astronomy and Astrophysics will be the last authority in resolving such disputes.
- 6 The agency will co-operate with all other agencies at campus.
- 7 None of the employees of the agency will have any right to various facilities offered by Inter University Centre for Astronomy and Astrophysics to its staff and participants.
- 8 The agency will have to draw the duplicate keys of all rooms where A/Cs are working for equipment cooling, HVAC panel set, buildings, etc. as required for its functioning from the security gate after making entry in the appropriate register.
- 9 The Centre may increase or decrease the manpower and scope of work with the mutual understanding with the agency.
- 10 The agency should submit the copies of all registrations, licenses, code numbers and work order of leading organizations for providing services including police verification of the employees appointed by them.
- 11 The payment of wages and other benefits to the employees of the agency shall be the EXCLUSIVE RESPONSIBILITY OF THIS AGENCY and persons so employed the AGENCY shall have NO CLAIM whatsoever on the IUCAA.
- 12 Payment of the wages and other conditions of employment of DFMS should be not inferior to as stipulated in the Minimum Wages Act of Central Government. All formalities and procedures prescribed under the Contract Labour Act, Minimum Wages Act and other related acts should be strictly adhered to. Inter University Centre for Astronomy and Astrophysics responsibility as Principle Employer should be fully protected. The necessary legal registers, forms, returns and liaison with local (concerned authorities) etc. required as per the law are to be maintained by the contractor and should be available for inspection by the Inter University Centre for Astronomy and

Astrophysics at any time. The Agency will have its workers covered under ESI, PF and other Acts as applicable from time to time at its own cost.

- 13** The agency shall employ below mentioned employee's for rendering satisfactory services:

Sr No.	Worker	Requirement	Total
1	Team Lead (Supervisor)	1 in General shift	1 General shift
2	BMS Operator (3+1 Reliever)	1 each in three shifts	4 (including reliever)

- 14** The employees engaged by the agency should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.
- 15** The agency should furnish a schedule every week.
- 16** All personnel employed by the agency shall be medically fit at the time of employment.
- 17** The agency will provide its workers with proper uniform including protective clothing for all seasons (Winter/Summer/Rainy) such as water-proof coats/umbrellas, gumboots / shoes / chappals / slippers, cap, sweater and safety/shock proof shoes and gloves for *AJC* operator at its own cost. Any employee found improperly dressed or unsatisfactory in performance would be asked to leave the premises. The agency will provide immediate replacement in such cases.
- 18** In case of lapses on the part of its employees, suitable disciplinary action should be taken against them by the agency.
- 19** The IUCAA shall accept no claim in the event of any of the agency's employees sustaining any injury, damage or loss to either person or property either inside or outside the IUCAA premises. The agency will produce for verification insurance cover policy in this regard.
- 20** The workers/staff of the agency will have nothing to do with Inter University Centre for Astronomy and Astrophysics and shall have no presumptive right of absorption in the services of Inter University Centre for Astronomy and Astrophysics. In order to give effect to this₁ the agency shall incorporate suitable clause in the appointment orders to be issued to its workers/staff.
- 21** In case, the workers engaged by the agency have any grievances, they will take it up with the agency without creating any disturbance on the campus. Under no circumstance's agitation means are to be resorted to by workers of the agency.
- 22** The IUCAA will have a right to instruct the agency to replace any of its employees if the Centre considers him unsuitable for the task being undertaken by him.
- 23** The IUCAA has a right to modify any of the conditions as and when required with the mutual understanding with the agency.
- 24** The agency will have to complete all the required formalities within 15 days from the award of the work order.
- 25** The agency shall submit bills once on 1 of every month. The IUCAA will make the payment within 10 days. All deductions due to the IUCAA shall be made from such bills. Statutory payment such as gratuity, bonus, leave with wages etc. will be paid as and when due and after submitting receipt/proof of payment made to the employees.
- 26** Income tax as applicable will be deducted while making every payment.
- 27** The agency will be paid on monthly for rendering DFMS for the aforesaid manpower deployed by the agency as per the terms and conditions specified in the preceding paragraph. However, the agency shall submit the bills excluding the amount towards gratuity, bonus and leave with wages and the same will be reimbursed as per the clause 25. If the agency fails to provide required manpower to perform the satisfactory services as indicated in the terms and conditions No. 2 & 3, the wages including the service charges/statutory charges will be deducted in appropriate proportion from the bill of the agency. The contractual amount may increase or decrease based on the rates notified by the appropriate government and payment will be made accordingly.

TENDER EVALUATION PROCESS

The agency will be selected based on the following method:

A) **Technical evaluation of Proposals:** On the first stage, the technical proposal will be evaluated on the various grounds. Only those applicants whose technical proposal scores 70 points or more out of 100 shall be ranked as per the score achieved by them from highest to the lowest technical score. The technical evaluation carries weightage of 70% & 30% to financial evaluation. Bidder shall be assigned different marks out of a total of 100 marks as per the criteria specified below: -

- Turnover (Last Financial Year) - Max. 20 marks
For other than MSEs
Above Rs.60 lacs to Rs.75 lacs -- 10 marks
Above Rs.75 lacs to Rs.01 crore -- 15 marks
Above Rs.01 crore -- 20 marks
For MSEs:
Rs. 45 lacs to 60 lacs -- 10 marks
Above Rs. 60 lacs to Rs. 75 lacs -- 15 marks
Above Rs. 75 lacs -- 20 marks

- Number of years in operations - Max. 20 marks
Up to 5 years -- 10 marks
Above 5 years to 8 years -- 15 marks
Above 8 years -- 20 marks

- Experience in Govt./Pvt. Offices/Company - Max. 10 marks
Similar works
Up to 5 years -- 05 marks
Above 5 years -- 10 marks

- Site Visits - Max. 30 marks
Confidential remarks from users

- Number of manpower on roll - Max. 20 marks
Up to 10 -- 10 marks
Above 10 to 15 -- 15 marks
Above 15 -- 20 marks

B) **Financial evaluation of proposals:** In the second stage the financial evaluation will be carried out based on basic cost, additional cost, service charges of the agency, other charges etc., The authority will determine whether the financial proposals are complete, unqualified and unconditional. The cost indicated the financial proposals shall be deemed as final and reflecting the total cost of services. Omission or mistake in calculation of obligatory payments such as ESI, PF, HRA, LWF etc. will be disqualified. The Financial Evaluation carries weightage of 30%. Financial score shall be ranked as per the score achieved by them from lowest to highest financial score

C) **Combined and final evaluation:** Proposal will finally be ranked according to Technical Bid and Financial Bid. $FS = (TS \times TW) + (FS \times FW)$

- FS = Final Score
- TS = Technical Score
- TW = Technical Weightage (70%)
- FS = Financial Score
- FW = Financial Weightage (30%)

FORM – I
Tender Acceptance Letter

(To be submitted as part of the Technical Bid on the Bidder's Letterhead)

Date: _____

To,
The Director
Inter-University Centre for Astronomy and Astrophysics
Post Bag 4, Ganeshkhind
S.P. Pune University Campus
Pune 411007

Sub: Acceptance of Terms & Conditions of Tender.

Tender Reference No: _____

Name of Tender / Work: **Tender for Datacenter Facilities Management Services at IUCAA**

Dear Sir,

1. I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' 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 terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc ..), 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 the Procuring Entity, i.e. IUCAA, too have also been taken into consideration while submitting this acceptance letter.
4. I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I / We do hereby declare that we have not been blacklisted/ debarred/ terminated/ banned by any Ministry / Department / Public sector undertaking of the Government of India.
6. I / We certify that all information/documents furnished by us are true & correct and, in the event, that the same are found to be incorrect/untrue then the Procuring Entity, i.e. IUCAA shall have complete rights to, without giving any notice or reason therefore, summarily reject our bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours Faithfully,
(Signature of the Bidder, with Official Seal)

FORM-II

(To be printed on letterhead)

EMD Refund Request

To

Administrative Officer (Purchase)
Inter-University Centre for Astronomy & Astrophysics
Post bag -4, Ganeshkhind,
Pune University Campus,
Pune - 411007.

Sub:- Request for refund of EMD deposited for tender for Tender for Datacenter Facilities Management Services at IUCAA due on 27/06/2024.

Sir,

I/We request you that EMD deposited by me/ us against the tender above tender due on **27/06/2024** vide DD/UTR No _____ dated for Rs.45,000/- for providing **Tender for Datacenter Facilities Management Services at IUCAA**, Pune may kindly be refunded.

Yours faithfully,

For M/s
(Signature & Seal)

FORM-III

(To be printed on letterhead)

DRAFT FORMAT OF CLIENT CERTIFICATE

(To be given on Client's Letter Head. Certificate may be in any format but should have following minimum details)

TO WHOM SOEVER IT MAY CONCERN

This is to certify that, (Name of the Agency)_____ is/was engaged by us for manpower outsourcing services.

Details of the manpower provided by the agency are as under:

Sr. No.	Type of Manpower (BMS Operators/Technicians etc.)	Period (DD/MM/YY)		Number of employees employed on site
		From	To	