

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
(An autonomous institution under MHRD, Govt. of India)
Mahatma Gandhi Avenue,Durgapur-713209

TENDER DOCUMENT

FOR

**ANNUAL MAINTENANCE AND OPERATION CONTRACT
FOR FIRE FIGHTING EQUIPMENTS AND HYDRANT
SYSTEMS AT N.I.T. Durgapur**

2016 - 2017

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
(An autonomous institution under MHRD, Govt. of India)

Mahatma Gandhi Avenue,Durgapur-713209

NOTICE INVITING TENDER

No. NITD/Maint/24/347(C-24)/Fire/AMC/2016-17

Date: 28.04.2016

- 1) National Institute of Technology Durgapur, an autonomous Institute under MHRD, Govt. of India having its campus at Mahatma Gandhi Avenue,Durgapur-713209. invites sealed tender in Two Bid system for **“Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at N.I.T. Durgapur”** from interested, inline, experienced, reputed and capable Original Equipment Manufacturers / authorized dealers who fulfills the eligibility criteria of Tender Document and operating their business in the district of Burdwan,West Bengal.

Name of the Work	Estimated Amount (Rs.)	EMD (Rs.)	AMC Period (Rs.)
Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at N.I.T. Durgapur	To be quoted	2 % of quoted amount	1 Year

- 2) The offers should be submitted in two-bid system i.e. Technical Bid and Commercial Bid in two separate sealed envelopes super-scribing “Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at NIT Durgapur” in the respective envelopes duly addressed to The Registrar National Institute of Technology, Durgapur
- 3) The tender document can also be downloaded from N.I.T. Durgapur website www.nitdgp.ac.in
- 4) The Tender Documents should be submitted intact in a sealed cover either in person or by post without tampering with any of the folios thereof & duly filled in and duly signed at the bottom of each folio, by the Bidder or his / their authorized representative and it shall reach at N.I.T. Durgapur on or before 20.06.2016 at 13.00 hrs. The bids are to be dropped in the tender box kept in the 2nd floor of Administrative Building.
- 5) The Bidder should deposit a DD / Pay order for 2% of the quoted amount towards the earnest money (EMD) drawn in favour of N.I.T. Durgapur. EMD of all unsuccessful Bidders will be returned after finalization of tender. No interest will be payable on the Earnest Money Deposit.
- 6) The Director, N.I.T. Durgapur reserves the right to award contract for the above work either to one party or more than one party. He also reserves the right to amend or withdraw any of the terms and conditions contained in the tender document before accepting the tender or to reject any or all the tenders without

giving any notice or assigning any reason. The decision of the Director, N.I.T. Durgapur in this regard shall be final and binding on all.

7) **Schedule of Tendering Process:**

Downloading of tender forms : From 10.05.2016 To 31.05.2016

Pre-bid Meeting : On 16.06.2016 @ 15.00 hrs

Last date for Tender Submission : 20.06.16 @ 13.00 hrs

Opening of Technical Bid : 20.06.2016 @ 15.00 hrs

Opening of Commercial Bid : 20.06.2016 @ 17.00 hrs

Registrar

N.I.T. Durgapur

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
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Mahatma Gandhi Avenue,Durgapur-713209

Technical Bid

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Mahatma Gandhi Avenue,Durgapur-713209.

A ELIGIBILITY CRITERIA:

(Please attached self- attested documents as per check list)

1. The bidder should attach Tender Cost in the form of Cash receipt or DD of 500/- (Rs. Five Hundred only) in the name of N.I.T. Durgapur payable at Durgapur.
2. The Technical Bid should accompany a DD / Pay Order of 2% of quoted amount drawn on any nationalized bank in the name of N.I.T. Durgapur payable at Durgapur towards Earnest Money Deposit (EMD). Tender received without prescribed EMD will be summarily rejected. No exemption will be granted.
3. The bidders should have office in the district of Burdwan, West Bengal area.
4. The bidder should have valid license from Directorate of West Bengal Fire Service.
5. The bidder must submit a self-attested copy (copies) of Recent work order (s) (details filled with attached format Annexure-V) of which the work (s) has (have) been completed within last three years as on 31.03.2016 to the one of issue of the company, as a proof of similar work done in a PSU, Central /State Government Organization or subsidiary / joint venture / Regulated company thereof, or a private company etc. The value(s) of each work order (s) should be not less than 50 % of the quoted amount.
6. The Bidder is required to submit the Bank Solvency Certificate of two times of the quoted amount from any nationalized/scheduled bank
7. . The Bidder should not have loss for consecutive two years during last preceding five years.
8. a) Voter Card of the bidders should be submitted
b) Last three years Income Tax Certificate, Service tax registration, Company incorporation certificate, Sales Tax Clearance Certificate dispensed with Sales Tax Registration no. (If any) and Valid Trade License Certificate should be submitted along with tender
c) The bidder should have average yearly turnover of not less than the quoted amount for last three years

The tenders of those Bidders who do not fulfill above eligibility criteria are liable for rejection.

B. GENERAL CONDITIONS:

9. The contracting party whether it be a Proprietor / Individual, Partnership firm, Company / Corporation, Society, they shall be, for the purpose of this contract, be known as “the Bidder” and the National Institute of Technology Durgapur shall be known as “NITD”.
10. The Bidder should submit Technical Bid & Commercial Bid in separate sealed Envelopes super scribing “Technical Bid” and “Commercial Bid” as the case may be as mentioned in the Tender Notice.
11. Bidder should ensure that the documents are attached with Technical Bid as per Check list and all pages of Tender and documents are signed and stamped. Failure to do so shall lead to the rejection of bids.
12. The Bidder will give a declaration as per attached format Annexure- I that he has read and understood the above conditions and the same shall remain binding upon him in case the work is entrusted to him.
13. The bidder must visit/examine the site and its surrounding on any working day by prior appointment with the concerned officer of the Institute for the proper assessment of prospective assignment (scope of works) before submitting their offer. No claims later on shall be entertained. Bidder should submit a Certificate for the Site Inspection as per attached format Annexure-II.
14. Bidder should submit their details as per attached format Annexure-III with self-attested documents.
15. The successful Bidder whose tender is accepted shall, within fourteen days from issuing / receiving the Letter of Intent, be required to submit a Letter of acceptance and Performance Bank Guarantee an amount of 8% of the quoted amount of any nationalized/scheduled bank and execute the Contract Agreement with NITD as per the General Conditions / Special conditions enumerated in the tender documents, on a Non-Judicial Stamp Paper of 10/- (Rupees ten only). If he / she / they decline/s or fail/s to submit the Performance Bank Guarantee or to execute the contract agreement within the stipulated time, the EMD shall stand forfeited, without prejudice to NITD’s right to rescind the contract and other rights and remedies warranted by the law.
16. After receipt of Performance Bank Guarantee from the successful Bidder, EMD will be refunded to all bidders within one week.
17. Bidder/s shall keep his / their offer valid for a period of at least 4 months (120 days) from the date of opening of the Financial Bid/Price Bid. If any Bidder withdraws or amends impairs or derogates from the tender in any respect within the period of validity of his offer, the EMD is liable to be forfeited
18. NITD may at any time after opening of the tender depute a team of its’ officials to the site / work place / office of the Bidder to get the credentials of the information furnished by the Bidder verified by collecting the spot information as to the status, workmanship & quality of the services rendered by them. If any information furnished by the Bidder is found to be incorrect, the tender of such Bidder shall be liable for rejection.
19. The performance bank guarantee should be valid for entire contract period or for the extended contract period. The Original Performance Bank Guarantee will be returned to the Bidder after 60 days of completion period of 12 months subject to satisfactory performance of the Bidder’s obligations under the contract and subject to such deductions as may be necessary for making up NITD’s claims against the Bidder.

20. The Bidder must obtain for himself on his own responsibility and at his own expenses all the information which may be necessary for the purpose of tendering and for entering into a contract and must inspect the site of work and acquaint himself with all local conditions means of access to the work, nature of work and all matters appertaining thereto.
21. Immediately, on receipt of intimation from the NITD the acceptance of tender, the successful Bidder will execute the work as per the instructions of the concerned officer and the written acceptance of the tender will constitute a binding contract between NITD and the Bidder so tendering. It will be the responsibility of the Bidder to thoroughly examine the site in all respects.
22. In the event of refusal to carry out work by the successful Bidder on any grounds, its earnest money / performance bank guarantee shall be forfeited.
23. It shall be the responsibility of the Bidder to meet transportation, food, medical and any other requirements in respect of the workers engaged by it (Bidder) at NITD and NITD shall have no liabilities in this regard.
24. The NITD will not be responsible for any damages, losses, theft, claims, financial or other injury to any workers deployed by service providing Bidder in the course of their performing the functions / duties, or for payment towards any compensation.
25. The quality of work at all stages should be as per the standards laid down and explained to the Bidder by NITD. It is made clear that there cannot be any compromise in the material quality and workmanship of work. It shall be the responsibility of the Bidder to ensure that the standards laid down from time to time are strictly maintained.

C. STATUTORY COMPLIANCE BY THE BIDDER:

26. The Bidder should obtain the requisite license for running the establishment from authorities such as Municipality, Local Authority, State / Central NITD Departments etc., at its' own cost. The NITD shall not be responsible in any way for any breach of these rules and regulations by the Bidder.
27. The Bidder shall obtain and keep it in force throughout the term of the agreement, necessary / valid license from the Licensing authority and the rules framed there under and produce the same to NITD before commencement of the services under the contract and also take step for getting the agreement registered under the act.
28. The Bidder shall also indemnify NITD from and against any claims under the aforesaid act and the rules and shall continue to have a valid license until completion of the contract period or any extended period. Any failure to fulfill this requirement shall attract the penal provisions of the contract arising out of the resultant non-performance of the work.
29. The successful bidder should submit an Indemnified Bond as per attached format Annexure-V for following:
 - i) The Agency has to discharge all the legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulations and provisions of law in force that may be applicable to them from time to time, viz. Statutory obligations under Contract Labour (Regulation & Abolition) Act 1970, Minimum Wages Act, Workman's Compensation Act, EPF & MP Act, Industrial Dispute Act etc. The

Agency has to indemnify and keep indemnified the Institute, hereinafter called FIRST PARTY, from any claims, loss or damages that may be caused to the First Party on account of the Agency's failure to comply with their obligations under the various laws towards their staff/employees employed by them or any loss/damage caused to the first party due to act/omissions of the other part /Agency.

ii)The Agency has to get all the engaged employees insured against any liability arising under the Workman's compensation act or under the common law. The agency is to agree to indemnify against any claim that the First Party may have to meet in respect of their staff members and /or workman/employees on account of any accident or for any other reason.

iii. The Bidder shall fully indemnify the NITD against all the payments, claims and liabilities whatsoever, incidental or direct, arising out of or for compliance with or enforcement of the provision of any of the labour laws to the extent they are applicable to the establishment / work at NITD premises.

30. The Bidder shall not deploy any person below the age of 18 years.

D. DUTIES AND RESPONSIBILITIES OF THE BIDDER:

31. The Bidder shall carry out all work with utmost care, giving due consideration to safety which shall not be compromised under any circumstance. It will be responsibility of the Bidder to promote an electrically safe workplace free from unauthorized exposure to electrical hazards for all its employees and outsourced personnel so as to prevent accidents to themselves, the public (community) and the NITD's property.

32. The Bidder shall be responsible for taking good care of all specialized equipments, tools and tackles used for its works. It should bring to the notice of the NITD the works that are required to be undertaken in time. In case any damage is caused to the equipments due to the gross negligence of any of the employees of the Bidder, Bidder undertakes to indemnify the NITD for such damages. The amount of damages quantified at the discretion of the concerned Officer NITD shall be final & binding on the Bidder. The NITD shall be at liberty to deduct such amount of damages from any dues payable to the Bidder.

33. The Bidder shall not assign the contract or sublet any portion of the contract. In case of breach of this condition, NITD will serve a notice in writing on the Bidder rescinding the contract where upon the security deposit/performance bank guarantee shall stand forfeited to NITD without prejudice to other remedies against the Bidder.

34. The Bidder must have a qualified a Fire Engineer (BE / Diploma)on its rolls and should have working experience in handling of such jobs with valid licence, if any. He should visit, supervise and certify the works on a regular basis.

35. The employees deployed by the successful Bidder should observe the discipline and should see that the decency and decorum are maintained within the course of their employment.

36. The Bidder should furnish the monthly, quarterly and yearly maintenance schedule in consultation with the concerned Officer.

37. All personnel employed by the Bidder shall be medically fit and having good health.

E. i) Location of work

- 1.G+8 Accomodation
- 2.740 Seater Boys' Hostel
- 3.264 Seater Girls' Hostel
- 4.New Academic Building
5. G+1 Market Complex
- 6.International Boys' Hostel
- 7.Biotechnology and Chemistry Building
- 8.Students Activity Centre

ii) SCOPE OF THE WORK:

38. Providing trained manpower round the clock as follows:

- a) One similarly trained Electrician with valid licence of 440 V or above (Skilled person)
- b) One helper to assist the electrician (unskilled person)
- c) One trained fire fighting personnel with valid licence,if any (Skilled person)
- d) One helper to assist the fire fighter (unskilled person)

In case of fire, these personnel to be responsible for combating and defusing the fire. The personnel should be provided with appropriate operational dress.

39. Maintenance of fire extinguishers equipments/systems as described in the scope of the work such as portable fire extinguishers and fire hydrant system etc. job includes servicing of equipments/systems, testing of firefighting pumps sets etc. Following is the indicative **list of the equipments** required to be operated and maintained by bidder for their smooth working and performance. The exhaustive list of equipments to be collected during site inspection and submitted along with the bid.

1. Electric driven terrace pump
2. Main electrical panel
3. Remote indicating panel
4. 6 Zone AFA control panel
5. MCP
6. Hooter
7. 15 mtr RRL Hose Reel
8. Hose Box
9. Fire extinguishers CO2 (4.5 Kg)
10. Fire extinguishers CO2 (9 ltr)
11. Fire extinguishers DCP (4.0 Kg)
12. 63 mm brass nozzle
13. First aid hose set
14. Air valve
15. Pressure switch
16. Manual call box
17. LS Hooter-Card type

18. 24 zone microprocessed based fire alarm control panel boards with openable front lockable cover, suitable for 12/24 volt DC supply, complete with 2 X 180 AH and 100 Watt P/A system with announcement rack etc complete with indication lamp
19. Any other items which are there in the above premises stated in R(i) are to be considered under the AMC.

In order to ensure 100% serviceability for efficient working of the equipment under contract the scope of work will include the following:

Fire Extinguishers:

40. Maintenance of various types of Fire Extinguishers owned by the NITD installed at various locations indicated above. The number may increase/ decrease from time to time.
41. The contract shall include minimum one general service initially and subsequent Monthly, quarterly and yearly checking & submission of report to the concerned Officer.

40. Routine Services (Monthly, Quarterly, Yearly):

It include general cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers and submit report accordingly.

41. The AMC shall include repair or replacement of hose clips, hose nozzles, etc.

42. All Extinguishers shall be numbered and inventory maintained as per our format and materials requiring replacement on quarterly basis.

43. All extinguishers and boxes shall be cleaned.

44. All extinguishers shall be pressure tested as per standard norms of extinguisher and water type extinguishers shall be refilled with potable water (tube well water shall not be allowed). The Cartridge of extinguishers shall be weighed and refilled if required.

45. All extinguishers shall be replaced / refilled within 7 days.

Hydrant System:

46. Each Pump should be tested for at least 60 seconds every visit. Discharge of water should be from Hydrant or through a test line. Unnecessary sound and vibration should be noted and corrected.

47. Pump automotation should be checked.

48. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.

49. Hydrant externally and terrace shall be tested with hose and branch pipe. The jet shall be operated for at least 2 minutes. Hose shall be dried before rolling.

50. First Aid Hose Reels shall be tested by swinging it on its support and partly opening the hose and discharge of water for 60 seconds. Each Hose shall be tested. There shall be no leakage from MS piping or from clips holding rubber or even from rubber pipe. Hose pipe shall be rolled back uniformly, line by line.

51. First Aid Hose Reel shall be extended to full length and water discharged for 120 seconds. The pipe shall be rolled back uniformly, line by line.

52. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit.
53. Hydrant on each floor shall be tested with hose and branch. The Agency shall make all arrangements for disposal of water in the premises so that there is no damage.
54. Any line rupture affecting hydrants should be repaired within 12 hours. Others repairs should be carried out within 24 hours. In case of any delay in carrying out of such works, a fine of Rs.500 per day shall be imposed.
55. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
56. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
57. The contractor shall not dismantle and remove any items without the knowledge of the concerned officer. Dismantled items shall be the property of the NITD.
58. Contractor will visit the site as and when called by the concerned Officer. On his visit he should meet the concerned Officer and will report about satisfactory working of all equipment's.
59. The contractor will be responsible not only for his own men and material but also for the security of the equipments/ materials of the NITD. The cost of repair/replacement of equipment damage due to mishandling by the worker of the contractor will be deducted from the contractors bill after loss assessment by the concerned Officer. The assessment of the concerned Officer will be final and binding on the contractors
60. Arranging all major components requiring repair/replacement/refill with prior consent and approval of the authorized NITD officer. One mock test to be conducted monthly at all the said locations under intimation to the concerned controlling officer
61. The contracting Bidder shall guarantee prompt repairs/replacement/refill of components to minimize interruption. In all probability the Bidder will be required to arrange repair and/ replacement/refill of such damaged components the same day or reasonable time as per situation.
62. **Tools & Tackles:** The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.
63. The bidder should maintain, repair &replace (if required) all materials at his own cost. The quoted price shall be deemed to be inclusive of this.

F SPECIAL TERMS AND CONDITIONS:

63. The rates quoted should be firm and inclusive of all duties and VAT etc including service tax. In case prices are not inclusive of duties taxes etc then the rates at which duties, taxes etc.is required to be paid should be mentioned and if it is not mentioned then it will be

presumed that the rates are inclusive of all duties,taxes etc and no payment shall be made by NITD on this account on a later stage.

G DURATION OF WORK:

64. Initially contract will be awarded to successful bidder for period of the one year and based on the performance and services rendered may be extended for furthermore 2 years with same terms and conditions.

F MAINTENANCE SCHEDULE:

66. The Bidder has to carry out a monthly , quarterly and yearly maintenance and submit detail report as per NITD format for all the equipments / installations mentioned above in the scope of work. It may please be noted that any major repairs or replacement of the equipments will be carried out separately according to necessity and the expenditure will be deemed to be inclusive of the quoted rate

67. In case of failure of contractor to attend any maintenance, the Director NITD reserves the right to get the work done departmentally or through any other agency and cost so incurred with 15% supervision charges will be deducted from the contractor's quarterly bill/s.

68. If any of the equipment is out of the service for more than seven days except major work, a penalty of Rs.500/- per day will be levied till the equipment will take in service.

69. If any damage to any equipments and allied accessories occurred due to improper maintenance or negligence in workmanship, the parts/spares will be replaced by the contractor immediately free of cost.

G. SECURITY DEPOSIT (SD):

70. 2% E.M.D. and 8% PBG will be treated as security deposit. Security Deposit will be refunded after successful completion of the AMC period. In case of unsatisfactory performance by the Contractor Security Deposit (10%) will be forfeited.

H PAYMENTS:

71. Advance payments will not be made against work order.

72. Payment will be made after rendering satisfactory services for every quarter and receipt of Invoice with related service reports and making all necessary deductions of dues & penalties as contemplated under the contract.

73. Payments will be made through RTGS / NEFT. Bidders should provide their bank details duly signed by authorized signatories along with the copy of cancelled Cheque.

74. TDS will be deducted as per Prevailing Rules.

I. TERMINATION OF THE AGREEMENT:

76. During the currency of this agreement, N.I.T.D. shall have the right to terminate this agreement if it is not satisfied with the performance of the Bidder by giving it minimum 90 days' notice in writing. For this purpose, NITD shall be the sole Judge to decide whether the performance of the Bidder is satisfactory or not and such decision of NITD shall be final, conclusive and binding on the Bidder and the Bidder shall not be entitled to any compensation in that regard. Furthermore if on account of non- renewal of the contract and/or termination of this contract, the Bidder has to terminate its employees, then it shall be the responsibility of the Bidder to pay the legal dues to its employees. In the event of non- compliance of legal requirements Bidder it shall be liable for all the costs and consequences.

J MISCELLANEOUS:

77. Any dispute arising out of this contract including any clarification as to the intent or interpretation of any of the provisions of these terms and conditions, the same shall be first referred to /sought from the Director, NITD., whose decision in the matters shall be final and binding on the Bidder. Any other matter relevant to but not covered in the contract shall also be decided by making reference to the Director, NITD. whose decision will be final and binding on the Bidder.

78. The Bidder and NITD shall make every effort to resolve any dispute or disagreement amicably by direct informal negotiations. However, in case of any unresolved issues / disagreements / disputes in connection with the contract, the same shall be settled through Arbitration or through Court of Law within the Jurisdiction of Durgapur. The resultant contract will be interpreted under Indian Laws.

79. The quoted rate of the contracting Bidder shall be deemed to have taken into account all the conditions mentioned above. The Bidder shall visit the NITD premises and properly assess the scope of work. It shall be presumed the Bidder had inspected the premises and made proper assessment and requirements. Once the rate is quoted and accepted and then subsequently, the Bidder shall not raise any dispute that the rate quoted was less without considering the actual requirements.

Signature and seal of the Bidder

Date:

Address:

ANNEXURE – I

To,
The Registrar
National Institute of Technology
Mahatma Gandhi Avenue
Durgapur-713209.

Subject : Tender for Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at NIT Durgapur

You're Ref. No : .

Dear Sir,

With respect to the tender enquiry, I / We hereby submit my / our tender in a required format.

I / We have adhered to the requirements prescribed by NITD. I / We have carefully gone through the guidelines / terms and conditions and prescribed format and I / We accept the same without any alternations / modifications.

Thanking you,

Yours faithfully,

Signature and seal of bidder

Date:

Address:

ANNEXURE-II

CERTIFICATE FOR THE SITE INSPECTION

I / We (M/s. _____) have certified that we have visited the site on _____ and assessed the nature and amount of work involved before submitting our offer.

We will be able to complete the works within the stipulated time and also that we will be able to execute the work suit to the site conditions.

Bidder Signature and seal with date

ANNEXURE III

BIDDER DETAILS

1. Earnest Money Deposit (EMD) (To be enclosed with Technical Bid)	Demand Draft No. _____ dated _____ for ` _____ drawn on (Name of the Bank) _____ in favour of National Institute of Technology, Durgapur payable at Durgapur.			
No.	Required Information			
1	Name and registered address of the Individual/firm/company			
2	Legal status (Individual / proprietor, partnership firm, limited company, corporation, cooperative society, etc.			
3	Name of the contact person, Designation, Telephone No., Fax No., E-mail id			
4	Month and Year of commencement of service business.			
5	Statutory details (Photocopies to be attached)			
5.1	Registration number of the firm. (As per Shop and Establishment act.)			
5.2	Registration number under West Bengal Fire Service			
5.3	Service Tax—Registration number			
5.3	VAT No. – Registration number			
5.4	PAN No.			
5.5	E.S.I No.			
5.6	P.F. No.			
6	Financial Capabilities Attach last 3 years income tax returns, audited statement of accounts, balance sheet and profit loss statement certified by CA.			
	Details	FY 2012-13	FY 2013-14	FY 2014-15
i.	Annual Turnover			
ii.	Net Profit			
iii	Loss if any			

Signature and seal of Bidder

Date:

Address:

ANNEXURE IV

Description of similar work of Annual Maintenance and operation contract for Fire Fighting Equipments and Hydrant Systems executed during the last five years.

(Please furnish copies of completion certificate from the Government Department / Organization/Private etc.)

Description of the work /order executed	Actual value of work/order executed	Name of the Govt. Dept./ Organization etc.	Work Period			Name and Contact number of the Officer to whom reference may be made
			Start Date	Finish Date	Stipulated date	

Signature and seal of Bidder

Date:

Address:

ANNEXURE-V

INDEMNITY BOND

This deed of Indemnity is made this _____ day of _____ 2013 between M/s. _____, (hereinafter called "The Contractor" which expression shall unless repugnant to the context or meaning Thereof include its successors and assigns) of the FIRST PARTY and **DIRECTOR, National Institute of Technology Durgapur**, an Institute having its Registered Office at Mahatma Gandhi Road, Durgapur-713209 (hereinafter called the "Institute" which expression shall unless repugnant to the context or meaning thereof include its successors and assigns) of the SECOND PARTY.

WHEREAS the Contractor has, inter alia, agreed with the Institute to execute the work "**Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at National Institute of Technology Durgapur**" on the Terms & Conditions contained in the Notice Inviting Tender No. ----- made between the Institute and the Contractor.

Whereas the Contractor has to furnish an Indemnity of the said Agreement. It is now agreed by and between the Parties hereto as follows:

1. In accordance with the said Agreement, on the Contractor furnishing this Indemnity, the Contractor hereby undertakes to indemnify the Institute and keep the Institute indemnified from time to time against any loss caused due to mishandling, mis-operating or improper maintenance etc. or damage caused to or suffered by the Institute by reason of any breach or breaches on the Contractor's part of any of the Terms & Conditions contained in the said Agreement and in the event the contractor shall make any default or defaults in carrying out any of the works under the said Agreement or otherwise in observance or performance of any of the Terms & Conditions relating thereto in accordance with the true intent and meaning thereof, the Contractor shall forthwith on demand and without demur pay to the Institute such sum or sums as may be claimed by the Institute as losses, damages, costs, charges or expenses by reason of such default or defaults on the Contractor's part.
2. Notwithstanding anything to the contrary in these presents or in the said Agreement The Institute's decision as to whether the Contractor has made any default or defaults or the amount or amounts to which the Institute is entitled by reason thereof will be binding on the Contractor for the purpose of this Indemnity and the Contractor shall not be entitled to ask the Institute to establish its claim or claims under this Indemnity but will pay the same on demand without any objection provided always the mutual rights under the said Agreement shall not in any way be prejudiced by reason of such demand by the Institute and payment by the Contractor under this Indemnity and the claims under the said Agreement (which Shall be settled in accordance with the said Agreement) without prejudice to the Institute's rights to demand immediately under this Indemnity and the Contractor's liability to pay the same.
3. This Indemnity shall continue and hold good until it is released by the Institute in writing on the Contractor's application after expiry of relative Guarantee period of the said Agreement and after the contractor has discharged all his obligations under the said Agreement and submitted a "NO DEMAND CERTIFICATE" from the Institute under the said Agreement. The Indemnity Bond shall be valid for a minimum period of CONTRACT PERIOD and renewable thereof (Claim Period).
4. The Institute will have the fullest liberty from time to time to enforce or forbear to enforce any of the Terms

& Conditions of the said Agreement and the Contractor shall not be released from his / their liability under this Indemnity by the exercise of the Institute 's liberty with reference to the matters aforesaid or by reason of any time being given to the Contractor or any forbearance, act or omission on the Institute's part or any indulgence by the Institute to the Contractor or by any variations or modifications of the said Agreement or any other act, matter or thing whatsoever on the Institute's part.

- 5. This Indemnity and the powers and provisions herein contained are in addition to and not by way of limitation or substitution for any other guarantee, indemnities hereto before given to the Institute by the Contractor and this indemnity does not revoke or limit such indemnities or guarantee.

IN WITNESS WHEREOF the Parties hereto have executed these presents the day the year First hereinabove written.

Name and sign of the Contractor

In the presence of following Witness

- 1. _____
- 2. _____

**Registrar
N.I.T. Durgapur**

In the presence of following Witness

- 1.
- 2.

ANNEXURE- VI

AGREEMENT

This Agreement is made on the ___ day of ____ 2016

Between

- (1) National Institute of Technology, Durgapur, a society registered under the Societies Registration Act and having its office at Mahatma Gandhi Avenue, Durgapur-713209 (Hereinafter referred to as "N.I.T.D.") PARTY OF THE OF THE FIRST PART, and
- (2) {Name of Agency with address}, (Hereinafter referred to as "Agency") PARTY OF THE OF THE SECOND PART.

WHEREAS the NITD invited bids for Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at NIT Durgapur and has accepted a Bid by the Agency for the same in the sum of Rupees _____ (Rupees _____ (Hereinafter referred to as "The Contract Price")

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

01. In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
02. The following documents shall constitute the Contract between the NITD and the Agency, and each shall be read and construed as an integral part of the Contract:
 - (1) This Contract Agreement
 - (2) General Terms and Conditions of Contract
 - (3) Special Conditions of Contract
 - (4) Technical Requirements (including Schedule of Requirements, Scope of the Work and Technical Specifications)
 - (5) The Agency's Bid and original Price Schedules
 - (6) Work order
 - (7) {Add if any other documents.}
03. This Contract shall prevail over all other Contract documents. In the event of any discrepancy or inconsistency within the Contract documents, then the documents shall prevail in the order listed above.

04. In consideration of the payments to be made by the NITD to the Agency as hereinafter mentioned, the Agency hereby covenants with the NITD to Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at NITD and to remedy defects therein in conformity in all respects with the provisions of the Contract.

05. The NITD hereby covenants to pay the Agency in consideration of the Annual Maintenance and operation Contract for Fire Fighting Equipments and Hydrant Systems at NIT Durgapur and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

IN WITNESS whereof the parties hereto have caused this Agreement to be executed accordingly on the day, month and year indicated above.

For and on behalf of the NITD

For and on behalf of the Agency

Signed:

Signed:

Designation:

Designation:

In the presence of Witness

In the presence of Witness

Name:

Name:

Sign:

Sign:

Address

Address

CHECK LIST POINTS

Sr
No.

Particulars

Tick mark (✓) as for which
is complied with

1.	Two separate bids i.e. Technical and Commercial submitted in single envelope dully sealed.	()
2.	Tender cost (Cash receipt or DD)	()
3.	Earnest Money Deposit (EMD)	()
4.	Copy of Registration certificate of firm	()
5.	Copy of Registration Certificate from Directorate of West Bengal Fire Service	()
6.	Copy of PAN card with copies of last three years IT returns.	()
7.	Copies of similar supporting work orders for last three years.	()
8.	Draft of Letter -Annexure I	()
9.	Certificate for site Inspection- Annexure II	()
10.	Bidder Details- Annexure III	()
11.	Format for similar work carried out by bidder-Annexure IV	()
12.	Format for Completion of Work -Annexure V	()

Signature and seal of Bidder

Date:

Address:

NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
(An autonomous Institute under MHRD, Govt. of India)
Mahatma Gandhi Avenue, Durgapur-713209

Financial Bid

ANNEXURE –I

To,
The Registrar
National Institute of Technology,
Durgapur -09.

Sub. Submissions of quotations for providing “Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at N.I.T. Durgapur” Ref: Tender Notice

No.....Dated.....

Sir,

With reference to above, I/We hereby submit the quotation for “Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at N.I.T. Durgapur”.

Sl. No.	Particulars	Period	Amount (Rs.)
A	Providing Annual Maintenance and Operation Contract for Fire Fighting Equipments and Hydrant Systems at N.I.T. Durgapur” installed at various locations of Institute of National Institute of Technology, Durgapur	Twelve months from the date of award.	

Date:

Place:

Signature of the Bidder

N.B- The successful bidder will ordinarily be decided on the basis of lowest quote of Annual Maintenance and operation Contract Value. However, other factors may also be considered for deciding the successful bidder.