



राष्ट्रीय प्रोद्योगिकी संस्थान दुर्गापुर
NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
MAHATMA GANDHI AVENUE, DURGAPUR-713209
(West Bengal), INDIA, www.nitdgp.ac.in

An Autonomous Institution of the Govt. of India under Ministry of Education (Shiksha Mantralaya)

Ref: NITD/EST/Fire/03/20

Date: 03.11.2020

TENDER DOCUMENT

FOR

**“NON-COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT (AMC) FOR FIRE INVENTORIES, FIRE
HYDRANT SYSTEMS AND REFILLING OF FIRE
EXTINGUISHERS INSTALLED IN DIFFERENT BUILDING
AT NATIONAL INSTITUTE OF TECHNOLOGY
DURGAPUR.”**

Notice Inviting Tender

1. E-Tender are invited for “Non-Comprehensive Annual Maintenance Contract (AMC) for Fire Inventories, Fire Hydrant systems and Refilling of Fire Extinguishers Installed in Different Building at National Institute of Technology Durgapur”.

2. Details of the works:-

Name of Work	EMD in ₹
Non-Comprehensive Annual Maintenance Contract (AMC) for Fire Inventories, Fire Hydrant systems and Refilling of Fire Extinguishers Installed in Different Building at National Institute of Technology Durgapur	45000.00

3. ELIGIBILITY CONDITION

- A. Average Annual financial turnover during the last 3 years, ending 31st March of the previous financial year, should be at least 30% of the estimated cost.
- B. Experience of having successfully completed similar services during last 7 years ending last day of month previous to the one in which applications are invited should be either of the following: -
- a) Three similar completed services costing not less than the amount equal to 40% of the estimated cost. OR
 - b) Two similar completed services costing not less than the amount equal to 50% of the estimated cost. OR
 - c) One similar completed work costing not less than the amount equal to 80% of the estimated cost.
- C. Proof of 03 years' experience in providing similar services to Govt. Organizations, Public Sector Undertaking, Autonomous Bodies, Educational Institutions or Private Sector of repute. Submission of completion / successful performance certificate along with work order is mandatory. Non receipt of the same tender may be declared as technically non responsive.
- D. Tenderer should have valid license, GST registration and other required documents as listed under ‘Online Submission’ page 09 of this bid document.
- E. The experience of having successful completion of work for AMC for Fire Alarm and Fire Fighting System.
- F. Similar means experience in any supply / service contract for fire hydrant, fire fighting systems and fire extinguishers.
4. **Period of contract:** The period of this contract will be one year from the date of agreement. However, the Institute Authority reserves the right to further extend the contract on the same rates, terms & conditions, which shall be binding on the contractor.

5. Schedule:

Name of Organization	National Institute of Technology
Tender Type (Open/Limited/EOI/Auction/Single)	Open
Tender Category (Services/Goods/works)	Services
Type/Form of Contract (Work/Supply/Auction/Service/Buy/Empanelment/ Sell)	Service
Service Category	Firefighting and Fire Alarm
Source of Fund (Institute/Project)	Institute
Is Multi Currency Allowed	NO
Date of Issue/Publishing	20/11/2020 (dd/mm/yyyy)
Document Download/Sale Start Date	20/11/2020 (dd/mm/yyyy)
Document Download/Sale End Date	14/12/2020 (dd/mm/yyyy) (17.00 Hrs)
Date for Pre-Bid Conference / clarifications	Bidder may sought clarifications through email as mentioned below on or before 04.12.2020. Suitable replies will revert back to the bidder as early as possible or corrigendum may be published if required. No queries will be entertained after 04.12.2020.
Last Date and Time for Uploading of Bids	14/12/2020 (dd/mm/yyyy) (17.30 Hrs.)
Date and Time of Opening of Technical Bids	15/12/2020 (dd/mm/yyyy) (11.00 Hrs.)
Tender Fee	Rs. NIL /-
EMD	INR 45,000/-
No. of Covers (1/2/3/4)	02
Bid Validity days (180/120/90/60/30)	90 days (From last date of opening of tender)
Address for Communication	Shri A. K. Bhagat, Security Officer & I/C Estate Section, National Institute of Technology, Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 275 9215
Email Address	estatehelpdesk@admin.nitdgp.ac.in

Tender document and other terms and conditions are available at e-procurement portal <https://mhrd.euniwizarde.com> institute website www.nitdgp.ac.in .

6. If the date of opening of the bids happens to be holiday, the tenders will be opened on the next working day at the same time.
7. **The agency / contractor has to submit online bids through e-tender portal <https://mhrd.euniwizarde.com> technical bid (cover 1) & financial bid (cover 2). No manual bid will be accepted.**
8. Tender will not be accepted/received on the e-procurement portal after due date and time. The Institute Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
9. Tender document can be downloaded from e-tender portal <https://mhrd.euniwizarde.com> or Institute website www.nitdgp.ac.in.

Registrar, NIT Durgapur

BID FORM

To
The Registrar
National Institute of Technology Durgapur,
Durgapur – 713 209

Dear Sir,

Having examined the conditions of contract and specifications including amendment /corrigendum No.....(if any) the receipt of which hereby duly acknowledged, we, undersigned, offer to execute the work for “Non-Comprehensive Annual Maintenance Contract (AMC) of Fire Inventories, Fire Hydrant Systems including Refilling of Fire Extinguishers at NIT Durgapur in conformity with said conditions of contract and specifications as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

i. Particulars of EMD deposited are as below-

DD No.....Date.....Amount..... Bank:.....

OR

ii. Particulars of MSME / NSIC bidders should be furnished below:

Validity: From.....To.....

Monetary Limit in Rs.....

Whether registered for the tendered work (Yes/No).....

OR

iii. Online Payment.

We undertake, if our Bid is accepted, we will execute the work in accordance with specifications, time limits & terms and conditions stipulated in the tender document.

If our Bid is accepted, we shall submit the securities as per the conditions mentioned in the contract. We agree to abide by this Bid for a period of 180 days from the date fixed for Qualifying Bid opening and it shall remain binding upon us and may be accepted at any time before the expiry of that period.

Until a formal Agreement is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us. Bid submitted by us is in full compliance of the requirements of e-tendering.

Dated...../...../.....

Signature of the tenderer..... Name of Tenderer..... Seal of

Tenderer.....

COMPANY PROFILE

SL. NO.	Required Information	Details
1	Name of the Company	
2	Address (Office)	
3	Address (others if any)	
4	Legal status-	
5	Name, designation, and telephone nos of the contact person. Contact No. Email ID-	
6	Month and Year of commencement business	
7	Statuary details (photocopies to be attached): a) Registration number of the firm (issued under shop and establishment) b) PAN d) GST Registration number e)	
8	Registration number issued by regional Provident Fund Commissioner.	
9	Registration number issued by Employees State Insurance Corporation	
10	Labour Licence/Registration number	
11	Aadhaar No.	
12	Trade / Nature of Services / Business	

Signature of the bidder with seal**Contd....P/7**

13	Turnover of firm for last three years	
14	Current list of clients with name, address and contract numbers.	
15	Registration & incorporation particulars of the firm	
16	Account Details	
17	Any other information	

I hereby declare that the information furnished above is true to the best of my knowledge.

Place: Signature of tenderer / Authorized signatory.....

Date:

10. Registration

To use the e-tender portal (<https://mhrd.euniwizarde.com>) vendor/Contractor need to register on the portal. The vendor should visit the home-page of the portal (<https://mhrd.euniwizarde.com>) and go to the e-procure link then select **Bidders Manual Kit**.

Note: Please contact ITI Helpdesk (as given below), to get your registration accepted / activated:

Technical Helpdesk	
Telephone	011-49606060/06122520545, Mr Tariq Anwar - 9355030608 Mr. Saikat Pal - 8927976198
E-mail ID	ewizardhelpdesk@gmail.com , ewizardtariq@gmail.com , ewizardsaikat.pal@gmail.com
NIT Durgapur	
Contact Person	Sh. A. K. Bhagat, Security Officer & I/C Estate Section
Telephone	0343 275 9215
E-mail ID	estatehelpdesk@admin.nitdgp.ac.in

11. Offline submission

The bidder shall submit the following documents offline in Physical to **Estate Section, NIT Durgapur** on or before the date & time of submission of bids specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).

- i. Original Demand Draft (DD)– drawn in favor of “Director NIT Durgapur”, payable at Durgapur, issued by any scheduled bank towards the payment of total **Bid Security/EMD** as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSME bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate related to furniture manufacturing and / or repairing in place of the DD of the EMD.
- ii. All the documents uploaded in the Portal.
- iii. Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable a letter on the letter head of the firm addressed to the Registrar, NIT Durgapur stating that *the Power of Attorney is not applicable because the tender is submit on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*

Note: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.

12. Online submission:

List of Documents to be uploaded in the 'Technical Bid Folder' on e-tendering portal

1. Scanned copy of the duly filled, signed and stamped Bid Form of the tender document.
2. Scanned copy of the duly filled, signed and stamped Tenderer's Profile of the tender document.
3. Scanned Copy of a single Demand Draft of requisite value for the Bid Security/EMD as per NIT. NSIC Registered MSME bidders who wants to claim the EMD exemption need to submit the Scanned copy of Latest and valid MSME Certificate in place of the DD of the EMD.
4. Scanned Copy of experience Certificate as per NIT.
5. Proof of Turnover of the company as per NIT. Attested Scanned copies of the audited Annual accounts (Consisting of the Profit/Loss account and the Balance sheet) of the last three financial years i.e. FY 2017-18, 2018-19 and 2019-20. The turnover of the company/contractors as required in eligibility criteria to be issued/certified by a Chartered Accountant/Auditor.
6. Scanned copy of the GST Registration Certificate.
7. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
 - (i) The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
 - (ii) Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
 - (iii) Duly executed Affidavit, stating that tenderer is the sole proprietor of the firm or any document issued by the taxation authorities stating that tenderer is the sole proprietor of the firm, in case of proprietorship firm.
8. Scanned copy of Power of Attorney/Resolution of Board of Directors, authorizing an individual with whose DSC the tender is submitted on e-tendering portal (if and as applicable). In case it is not applicable Scanned copy of a letter on the letter head of the firm addressed to the Registrar, NIT Durgapur stating that *the Power of Attorney is not applicable because the tender is submit on e-tendering portal with the DSC of Shri.....who is the sole-proprietor/partner of the firm.*
9. Digitally signed Tender document without any alteration.
10. Scanned copy of the duly filled, signed, and stamped No Near relative certificate(s) in the prescribed pro-forma as per Annexure-I.
11. Scanned copy of the Duly completed, signed and stamped Declaration about Genuineness of Documents/Certificates as per Annexure-II.
12. Any other documents mentioned under eligibility condition above.

List of Documents to be uploaded in the 'Financial Bid Folder' on e-tendering portal
Downloaded BOQ (excel) file duly filled properly.

Note:

- i. If some document is not applicable for the bidder then he has to upload scanned copy of paper mentioning „The document <name> called vide clause _____ is not applicable on us.
- ii. If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

13. Price Schedule /Schedule of Quoting Rates:

Utmost care may kindly be taken to upload price schedule / Schedule of Quoting Rates. Any change in the format of Price Schedule / Schedule of Quoting Rates file shall render it unfit for bidding. Following steps may be followed-

- (a) Download Price Schedule / Schedule of Quoting Rates.
- (b) Fill rates in downloaded Price Schedule / Schedule of Quoting Rates
- (c) Save filled copy of downloaded price schedule / Schedule of Quoting Rates file in your computer and remember its name & location for uploading correct file (duly filled in) when required.

14. PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the ITI e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the ITI e-Wizard Portal. For more information, bidders may visit the ITI e-Wizard Portal <https://mhrd.euniwizarde.com>

i. REGISTRATION PROCESS ON ONLINE PORTAL

- a. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrolment" as per portal norms.
- b. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
- c. Bidders must provide the details of PAN number, registration details etc as applicable and submit the related documents. The user id will be activated only after submission of complete details. The activation process will take minimum 24 working hours. After completion of registration payment, send your acknowledgement copy on our help desk mail id ewizardhelpdesk@gmail.com for activation of your account.
- d. Bidders to register upon enrolment their valid Digital Signature Certificate (DSC: Class III Certificates with signing key and encryption usage) issued by any Certifying Authority recognized by CCA India with their profile.
- e. A bidder should register only one valid DSC. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
- f. Bidder then logs in to the site through the secured login by entering their user ID/password and the password of the DSC / e-Token.

ii. Tender Document Search

- a. Various built-in options are available in the e-Wizard Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
- b. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, a form of contract, location, date, other keywords, etc. to search for a tender published on the Online Portal.
- c. Once the bidders have selected the tenders they are interested in, they may download the required documents/tender schedules. These tenders can be moved to the respective '**Interested Tenders**' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- d. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification/help from the Helpdesk.

iii. Bid Preparation

- a. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- b. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
- c. Please 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 needs to be submitted. Any deviations from these may lead to rejection of the bid.
- d. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document/schedule and generally, they can be in PDF/XLS/PNG, etc. formats. Documents in PDF format with maximum Five (5) Mb file can be uploaded.

iv. **Bid Submission**

- a. **In pursuance to Preference to Make in India Order no. P-45021/2/2017-PP (BE-II) dt. 28.5.2018, vide clause 3(a) issued by the Ministry of Commerce and Industry, Govt. of India, only local bidders are eligible to participate in this tender.**
- b. Bidder to log into the site well in advance for bid submission so that he/she uploads the bid in time i.e., on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- c. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- d. Bidders must pay required payments (Form fee, EMD, Tender Processing Fee etc) as mentioned before submitting the bid
- e. Bidder to select the payment option mode as specified in the Schedule (EMD/FORM FEE Section) to pay the form fee/ EMD wherever applicable and enter details of the instrument.
- f. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
- g. The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, the opening of bids, etc. The bidders should follow this time during bid submission.
- h. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.
- i. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- j. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- k. Kindly have all relevant documents in a single PDF file.
- l. The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.

15. Amendment of bid document

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/ modify/ delete any portion of this document by the issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who has been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

16. Instruction to Bidders

- i. Process for Bid submission through ITI Ewizard portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of website (<https://mhrd.euniwizarde.com>). Steps are as follows:
(Home page ⇒ Downloads ⇒ Bidder Manuals).
- ii. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
- iii. Possession of Valid Class III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available on the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.

- iv.** Tenderers are advised to follow the instructions provided in the `User Guide and FAQ' for the e- Submission of the bids online through the ITI e-Wizard Portal for e-Procurement at **<https://mhrd.euniwizarde.com>**
- a. The bidder has to **“Request the tender”** to portal before the **“Date for Request tender document”**, to participate in bid submission.
- 17. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
- 18. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
- 19. No deviation to the technical and commercial terms & conditions allowed.
- 20. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bids.

“General Terms and Conditions”

21. 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”.
22. Bidder should ensure that the documents are attached with Technical Bid as mentioned and all pages of Tender and documents are signed and stamped. Failure to do so shall lead to the rejection of bids.
23. The Bidder will give a declaration as per attached format 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.
24. The bidder must visit/examine the site and it's 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.
25. Bidder should submit their details as per attached format with self-attested documents.
26. 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 9% of the quoted amount of any nationalized commercial 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 100/- (Rupees One Hundred 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.
27. Bidder/s shall keep his / their offer valid for a period of at least 3 months (90 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
28. 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.
29. The performance bank guarantee should be valid for entire contract period or for the extended contract period with additional 90 days. 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.
30. 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. 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.

31. 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.
32. 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.
33. 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.
34. 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.

35. STATUTORY COMPLIANCE BY THE BIDDER:

- i. 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.
 - ii. 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.
 - iii. 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 fulfil this requirement shall attract the penal provisions of the contract arising out of the resultant non-performance of the work.
 - iv. The successful bidder should submit an Indemnified Bond as per attached format for following:
36. 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.
37. The Bidder shall not deploy any person below the age of 18 years.

38. 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.
39. 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.

40. DUTIES AND RESPONSIBILITIES OF THE BIDDER:

- i. 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.
- ii. The Bidder shall be responsible for taking good care of all specialized equipment, 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 equipment due to the gross negligence 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.
- iii. 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.
- iv. 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.
- v. 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.
- vi. The Bidder should furnish the monthly, quarterly and yearly maintenance schedule in consultation with the concerned Officer.

41. Area of work and its inventories.

Sl. No.	Building Name	Total building	Availability of fire alarm systems and hydrant systems
1	G+8 Accommodation, 740 Seater Boys' Hostel, 264 Seater Girls' Hostel, New Academic Building, G+1 Market Complex, International Boys' Hostel, Biotechnology and Chemistry Building, Students Activity Centre, Main Academic Building, New Guest House, S. N. Roy Memorial Building, 500 seated girls hostel, 1250 seated boys hostel.	13 Nos.	YES
2	Hall 1 to 10 – 10 Nos., CSE & Math Deptt., Chemistry Building, ECE Building, CA Building, Purchase & Stores, Workshop, Maintenance, Hospital, Central Library, High Voltage Lab, All Lab Sheds of different buildings (there are total 05 nos. small lab sheds which are assumed equal to 02 nos. building).	22	NO
3	Total Fire Extinguishers – 857 Nos. of different categories.		

42. SCOPE OF THE WORK:

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

- a. Electric driven terrace pump
- b. DG pump
- c. Main pump
- d. Jockey pump
- e. Fire Hydrant valve
- f. Fire brigade inlet valve
- g. Main electrical panel
- h. Remote indicating panel
- i. 6 Zone fire alarm panel
- j. MCP
- k. Hooter
- l. Smoke detector
- m. Heat detector
- n. 15 mtr RRL Hose
- o. Branch pipe
- p. Hose Box (single / double)
- q. Fire extinguishers CO2 (4.5 Kg)
- r. Fire extinguishers W. CO2 (9 ltr)
- s. Fire extinguishers DCP (5.0 Kg)
- t. 63 mm brass nozzle
- u. First aid hose reel set
- v. Air release valve
- w. Sluice valve
- x. Butterfly valve
- y. Foot valve
- z. NRV's
- aa. Pressure switch
- bb. Manual call box
- cc. LS Hooter-Card type
- dd. 24 zone microprocessor based fire alarm control panel boards with open able 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
- ee. Any other items which are there in the above premises stated are to be considered under the AMC.

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

Fire Extinguishers:

- i. 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.
- ii. The contract shall include minimum one general service initially and subsequent monthly, quarterly and yearly checking & submission of report to the concerned Officer.
- iii. 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, 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.
- iv. The AMC shall include repair or replacement of hose clips, hose nozzles, etc.
- v. All Extinguishers shall be numbered and inventory maintained as per approved format and materials requiring replacement on quarterly basis.
- vi. All extinguishers shall be cleaned.
- vii. All extinguishers shall be pressure tested as per standard norms of extinguisher.

Hydrant System:

- i. 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.
- ii. Pump autorotation should be checked.
- iii. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
- iv. 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.
- v. 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 by extending to its full length. 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.
- vi. 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.
- vii. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit.

- viii. 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.
- ix. 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.
- x. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
- xi. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
- xii. Any other items / equipment comes under fire fighting / hydrant systems and available in the Institute. Bidder may visit the Institute before quoting their rate.

C. Refilling of Fire Extinguishers: Refilling of fire extinguishers of different types with proper weight and measure, painting the cylinder, labelling with date of refilling and expiry date of refilling as per the ISI standards and as per the norms of Fire Authorities. Re-fixing the same in proper position and location as per the requirement of the location and type of fire extinguisher. Details of extinguishers listed below:

Sl. No.	Type of Extinguishers	Capacity
1	Water CO2	9 ltrs.
2	CO2	4.5 kg
3	CO2	3 kg
4	DCP	5 kg
5	DCP	4 kg
6	ABC	6 kg
7	ABC	5 kg
8	ABC	4 kg
9	ABC	1 kg
10	Foam	9 ltr
11	DCP (hallon)	5 ltr
12	CO2	9.2 kg
13	CO2	1 kg
14	CO2	2 kg

- D. 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.
- E. To respond immediately during any fire incident within the Institute.
- F. The work consists of the proposed maintenance schedule of fire hydrant and fire fighting systems. In accordance for the work all equipment, tools, manpower etc. will be provided by the vendor.
- G. The contractor shall strictly comply all terms and conditions of the tender document.

- H. The Contractor/Vendor shall be responsible for any injuries to the work or workmen, to persons, or things and for all damages to the structural and / or decorative part of property which may arise from the maintenance/servicing of fire hydrant & sprinkler system of said buildings.
 - I. The contractor/vendor shall submit periodical maintenance/service report with all details to concern Office / Department and it will be verified/ signed by authorized person.
 - J. The contractor/vendor shall maintain the data sheet of the equipment of Fire Hydrant & Sprinkler system.
-
- 43. Bidders are requested to visit NIT Durgapur for inspection of actual amount of work before quoting their rates.
 - 44. 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.
 - 45. 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.
 - 46. The contractor will be responsible not only for his own men and material but also for the security of the equipment/ 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.
 - 47. Arranging all major components requiring repair/replacement/refill with prior consent and approval of the authorized NITD officer. One mock drill to be conducted monthly at all the said locations under intimation to the concerned controlling officer.
 - 48. 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.
 - 49. **Tools & Tackles:** The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.

50. SPECIAL TERMS AND CONDITIONS:

- i. The rates quoted should be inclusive of all duties. GST will be extra as applicable.
- ii. Major repair work like pump repair, line repair etc. may be undertake by the service provider. Payment for the same will be paid extra as per actual subject to approval of competent authority. Rate/price for any spares for major repair / pump repair / line repair will be verified from local market before release of bill.

51. DURATION OF WORK:

Initially contract will be awarded to successful bidder for period of the one year and may be extended for further period on continuous satisfactory services with the same terms and conditions.

52. MAINTENANCE SCHEDULE:

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 minor 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.

i. Monthly

- a. Checking and operating of all fire pumps. Check noise, vibration and temperature of pumps.
- b. Checking electrical panel of fire pumps
- c. Checking, Oiling and servicing of all fire hydrant outlets, sluice valves, butterfly valves, air release valve and alarm valves.
- d. Checking of all fire hoses, fire hose box, Hose reels, pressure gauge and pressure switch.
- e. Replacing of gasket & Washer (if leakage/faulty are noticed)
- f. Checking of spring loaded lug, coupling washer and hydrant valve of all floors
- g. Cleaning of all pumps and accessories
- h. Pressure testing and checking of fire pumps and hose reels
- i. Checking of batteries, fan belt, temperature gauge, Fuel gauge etc. of diesel generator fire pump.
- j. Checking and testing of alarm gauge.

ii. Quarterly

- a. Drain testing of sprinkler system
- b. Polishing of all gun metals items like hydrant outlet, branch pipe, etc.
- c. Recalibration of all measuring instrument like pressure switch, pressure gauge etc.
- d. Greasing of pump shaft and sluice valve
- e. Pressure testing of delivery hoses.
- f. Servicing of all Fire Extinguishers as per BIS 2190:1992.
- g. Checking of nozzles, port hole, vent hole, cap assembly, safety pin/clip, discharge pipe, wall bracket etc.

iii. Half Yearly

- a. Full running discharge test of fire hydrant & sprinkler system (At least 10 minute)
- b. Full draining of the sprinkler line after discharge test.
- c. Overall greasing of all fire pumps
- d. Testing of sprinkler bulb e. Testing of earthing system

iv. Yearly

- a. Replacement of oil filter, air filter and engine oil of Diesel engine fire pump
- b. Cleaning of NRVs, foot valves, strainers etc.
- c. Give training to our staffs about fire hydrant & sprinkler system
- d. Overhauling of all Pumps. (All maintenance work should be done as per BIS 3844/1989 and 15105/2002)

53. Replacement of all minor parts and spare like, Hydrant valve rubber, 'O' clam 1", Hydrant PVC Cap, Rubber washer, Canvas pipe copper binding, Major welding works, Glass of Hose Box, Pressure Gauge, PVC shut off nozzle, Pump spider, MCP glass, gasket, oil grease & gland packing, polish paper, distil water for battery terminals, cotton cloth and all types of washers of valves & pipe but other than major assemblies, are to be done at no extra cost as and when required.

54. Overhauling of pump is to be done at no extra cost as per given periodicity.

55. The Annual Maintenance contract will include conducting training program for Bank's personnel regarding the operation of the system during the routine monthly visit at no extra cost.

56. A service logbook shall be maintained by the Annual Maintenance Contract vendor wherein all the data related to the visits and services provided would be entered.

57. Any breakdown shall be attended within 24 hours including Sunday and holidays.

58. 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.

59. 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.

60. 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.

61. SECURITY DEPOSIT (SD):

9% 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 (9%) may be forfeited.

62. PAYMENTS:

- i. Advance payments will not be made against work order.
- ii. 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.
- iii. Payments will be made within 30 working days after submission of bill completed in all respects through PFMS. Bidders should provide their bank details duly signed by authorized signatories along with the copy of cancelled Cheque.
- iv. TDS will be deducted as per Prevailing Rules.

63. TERMINATION OF THE AGREEMENT:

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.

64. MISCELLANEOUS:

- i. 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.
- ii. 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.
- iii. 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.
- iv. Canvassing in connection with the tenders is prohibited and the tenders submitted by the tenderers who resort to canvassing are liable for rejection.

65. PENALTY:

Penalty will be imposed (as deemed fit by the NITD) if found any negligence in schedule scope of work. Penalty will also be imposed (as deemed fit by the NITD) for (1) any in disciplinary activities by the engaged service provider or its engaged personnel, (2) unsatisfactory performance and (3) violation / non-compliance of any of the conditions laid down in the tender document.

66. Bidder must have registered office in Durgapur with own local service set up. Proof of address to be supported for the same with the bid. Institute may inspect the same if feel so.

67. Successful bidder will be selected based on the overall lowest rate quoted as per BOQ (price bid).

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

BIDDER DETAILS

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	GST IN—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 2017-18	FY 2018-19	FY 2019-20
i.	Annual Turnover			
ii.	Net Profit			
iii.	Loss if any			

Description of similar work of Annual Maintenance contract for Fire Fighting Equipments and Hydrant Systems including refilling of Fire Extinguishers executed.

(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 of the bidder with seal

Cond....P/27

INDEMNITY BOND

This deed of Indemnity is made this _____ day of _____ 2020 between M/s _____ (hereinafter called "The Contractor") which expression shall unless repugnant to the context or meaning (Thereof include as successors and assigns) of the FIRST PARTY and **DIRECTOR, National Institute of Technology Durgapur**, an Institute having its Registered Office at Mahatma Gandhi Avenue, 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 Contract for Fire Fighting Equipment and Hydrant Systems including refilling fo Fire Extinguishers 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 art 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.
2. 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).
3. The Institute will have the fullest liberty from time to time to enforce or forbear to enforce any of the Terms.

5. 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.
3. 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.

AGREEMENT

This Agreement is made on the _____ day of _____ 2018 Between

- (a) 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
- (b) {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 Contract for Fire Fighting Equipment and Hydrant Systems including refilling of Fire Extinguishers at NIT Durgapur and has accepted a Bid by the Agency for the same in the sum of ₹ _____ (Rupees _____ only).

NOW THIS AGREEMENT WITNESSETH AS FOLLOWS:

- (c) In this Agreement words and expressions shall have the same meanings as are respectively assigned to them in the Conditions of Contract referred to.
- (d) 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:

This Contract Agreement

General Terms and Conditions of Contract

Special Conditions of Contract

Technical Requirements (including Schedule of Requirements, Scope of the Work and Technical Specifications)

The Agency's Bid and original Price Schedules

Work order

{Add if any other documents.}

- (e) 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.

- (f) 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 Contract for Fire Fighting Equipment and Hydrant Systems including refilling of Fire Extinguishers at NITD and to remedy defects therein in conformity in all respects with the provisions of the Contract.
- (g) The NITD hereby covenants to pay the Agency in consideration of the Annual Maintenance Contract for Fire Fighting Equipment and Hydrant Systems including refilling of Fire Extinguishers 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

Annexure-I

CERTIFICATE REGARDING NO NEAR RELATIVE WORKING IN NIT Durgapur

1. The near relatives of all NIT Durgapur employees (executive or non-executive employees working in the Institute either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:

- a) Members of a Hindu Undivided family.
- b) They are husband and wife.
- c) The one is related to the other in the manner as father, mother son(s), son's wife (daughter-in-law) Daughter(s) & daughter's husband (son-in-law) brother(s) & brother's wife, sister(s) & sister's husband (brother-in-law).

2. **The tenderer (s) should give a certificate to the effect that none of his/her relatives as defined above are working in NIT Durgapur.** *In case of proprietorship firm the certificate will be given by the proprietor, for partnership firm certificate will be given by all the partners and in case of limited company by all Directors of the Company.* Any breach of these conditions by the company or firm or any other person, the tender work will be cancelled and earnest money /security deposit will be forfeited at any stage whenever it is noticed. The Institute will not pay any damages to the company or firm or concerned person. The company or firm or the person may also be debarred for further participation in the concerned unit.

CERTIFICATE

I.....
...S/o.....
.....

R/o... ..hereby
certify

that none of my relative(s) as defined above is/are employed in NIT Durgapur. In case at any stage, it is found that the information given by me is false/incorrect, NIT Durgapur shall have the absolute right to take any action as deemed fit/without any prior intimation to me"

DATE_____

SIGNATURE OF TENDERER WITH SEAL

Annexure-II

Declaration about Genuineness of Documents/Certificates

I/We..... hereby declare that
the information furnished in the bid in response to the **NIT No.**

Dated

_____ is true and correct. I/we verify the genuineness and correctness of all documents, including experience certificates attached with the bid submitted. Further I also declare that I have submitted the Tender document duly signed, without any additions/deletions/modifications, as a token of having read, understood and accepted the terms and conditions therein. I am also aware that I shall be held responsible in case any document attached is found false/forged/fabricated/tempered/manipulated at any stage and the NIT Durgapur is fully competent to take any action against me/my firm as deemed fit in accordance with the terms and conditions of the contract and law of the land.

Place: Signature of tenderer / Authorized signatory.....

Date: Name of the tenderer.....

Seal of the tenderer

Signature of the bidder with seal