



राष्ट्रीय प्रौद्योगिकी 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 MHRD

Ref: NITD/EST/Fire/14/18

Date: 29.06.18

TENDER DOCUMENT

FOR

**“OPERATION AND ANNUAL MAINTENANCE CONTRACT
(AMC) OF FIRE ALARM AND FIRE FIGHTING SYSTEM
INSTALLED IN DIFFERENT MULTI-STOREYED
BUILDING AT NATIONAL INSTITUTE OF TECHNOLOGY
DURGAPUR.”**

Signature of the bidder with seal

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Notice Inviting Tender

NITD/EST/Fire/14/18 dated 29.06.18

1. E-Tender (Digitally Signed) are invited for “Operation & Annual Maintenance Contract (AMC) of Fire Alarm and Fire Fighting System Installed in Different Multi-storeyed Building at National Institute of Technology Durgapur”.
2. Details of the works:-

Name of Work	Estimated Cost in ₹	EMD in ₹
Operation & Annual Maintenance Contract (AMC) of Fire Alarm and Fire Fighting System Installed in Different Multi-storeyed Building at NIT Durgapur	38,61,247.00	80000.00

3. ELIGIBILITY CONDITION

- A. The tenderer should have Annual financial turnover equal to the estimated cost during the last three years, i.e. financial year 2015-16, 2016-17 & 2017-2018.
 - B. Bidders should have experienced / credential for i) Execution of 3 similar works each of value not less than 40% of the quoted amount for three years OR ii) Execution of 2 similar works each of value not less than 60% of the quoted amount for three years OR iii) Execution of 1 similar work each of value not less than 80% of the quoted amount for three years in any Govt./Semi Govt./Quasi Govt./Autonomous bodies or any educational Institute of similar in nature.
 - C. The tenderer should have experience of having successfully completed similar works in Govt. Deptt. / State Govt. Dept./PSU/ Govt. funded autonomous / statutory bodies / private organisation of repute.
 - D. Tenderer should have valid license, registration with EPF, ESI, GST with concerned department 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.
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	18/07/2018 (dd/mm/yyyy) (13.00 Hrs.)
Document Download/Sale Start Date	18/07/2018 (dd/mm/yyyy) (14.00 Hrs.)
Document Download/Sale End Date	09/08/2018 (dd/mm/yyyy) (12.00 Hrs)
Date for Pre-Bid Conference	31/07/2018 (dd/mm/yyyy) (15.30 Hrs)
Venue of Pre-Bid Conference	Assembly Hall, NIT Durgapur
Last Date and Time for Uploading of Bids	09/08/2018 (dd/mm/yyyy) (16.00 Hrs.)
Date and Time of Opening of Technical Bids	13/08/2018 (dd/mm/yyyy) (11.00 Hrs.)
Tender Fee	Rs. NIL /-
EMD	INR 80,000/-
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.	+919434788170
Email Address	estatehelpdesk@admin.nitdgp.ac.in

Signature of the bidder with seal

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NITD/EST/Fire/14/18 dated 29.06.18

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. In this case the tender is invited through **e-tendering process**. And it is decided to use the Central Public Procurement Portal (<http://www.eprocure.gov.in>) of Government of India. Kindly visit the **eProcure** link on the Home Page of Central Public Procurement Portal for – **Help for Contractors** and **Bidders Manual Kit** for detailed instructions on e-tendering. Prospective bidders should get their registration/enrolment done well in time accordingly on Central Public Procurement Portal and also secure Digital Signature Certificate (DSC) from any authorized Certifying Authorities (CA). Digital Signature is mandatory to participate in the e-tendering. Bidders already possessing the Digital Signature issued from authorized CAs can use the same in this tender.
8. Tender will not be accepted/received on the e-tendering portal after due date and time. The Institute Authority reserves the right to reject any or all tenders without assigning any reason whatsoever.
 - a) Tender document can be downloaded from www.eprocure.gov.in or our web site www.nitdgp.ac.in. As the tender is invited through e-tendering process, physical copy of the tender document would not be available for sale.
 - b) In case of non-MSE bidder, separate crossed Demand Drafts (DDs) as cost of tender document and Bid Security/EMD for the amount mentioned in the NIT issued by a scheduled bank drawn in favour of NIT Durgapur, payable at Durgapur should be submitted to Estate Section, NIT Durgapur. MSE bidders can claim for the exemption of cost of tender document & EMD while bidding on the e-tendering portal.

Registrar, NIT Durgapur

Signature of the bidder with seal

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BID FORM

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

Dear Sir,

Having examined the conditions of contract and specifications including addenda/corrigendum No.....(if any) the receipt of which hereby duly acknowledged, we, undersigned, offer to execute the work for Annual Maintenance Contract (AMC) of Fire Alarm and Fire Fighting System 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.

1. Particulars of EMD deposited are as below-

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

OR

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

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

Monetary Limit in Rs.....

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

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.....

Signature of the bidder with seal

Contd....P/5

TENDERER’S PROFILE

Paste Color
Passport size
photograph of
the tenderer /
authorized
signatory holding
power of Attorney
and having
Digital Signature
Certificate.

General:

- a. Name of the tenderer / firm_____
- b. Name of the person submitting the tender whose photograph is affixed and who possesses the Digital Signature Certificate(DSC).
Shri/Smt_____
- / Sole Proprietor/Partner/Director/Employee/Other.....
- / DSC Issuing Agency.....

(In case of Proprietary / Partnership firms, the tender has to be digitally signed by Proprietor /Partner(s) only, as the case may be).

- 1. Address of the firm
.....
.....
- 2. Correspondence Address
.....
.....
- 3. Tel. no. (with STD code) (O)..... (Fax).....(R).....E-mail id.....
- 4. Registration & incorporation particulars of the firm(Tick as applicable):
(i) Proprietorship (ii) Partnership (iii) Private Limited (iv) Public Limited
- i. Name of Proprietor/ Partners/ Directors
.....
.....
- 2. Tenderer’s Bank Details:
 - a. Bank Account No.....b, Name of Bank.....
 - c. Name of Branch.....d. City.....
 - e. Branch Code (MICR No.)f. IFSC Code of Branch.....

3. Permanent Income Tax Account Number (PAN),
- Income Tax circle.....
4. EPF registration number.
5. ESI registration number.....
6. GST registration number.....
7. Whether Micro or Small Enterprises (MSMEs)?
(Yes/No):.....
If Yes,
Validity: from.....
to.....
Monetary Limit in Rs.....
8. Turnover of the firm in last three Financial Years in Rs.
- FY 2015-16.....
- FY 2016-17.....
- FY 2017-18.....

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

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

Date: Name of the tenderer.....

Seal of the tenderer

E-tendering Instructions to Bidders

General

The Special Instructions (for e-Tendering) supplement 'Instruction to Bidders', as given in this Tender Document. **Submission of Online Bids is mandatory for this Tender.**

E-Tendering is a new methodology for conducting Public Procurement in a transparent and secured manner. Suppliers/ Vendors will be the biggest beneficiaries of this new system of procurement. For conducting electronic tendering, Institute has decided to use the Portal (<http://www.eprocure.gov.in>) through Central Public Procurement Portal, Government of India. Benefits to Suppliers are outlined on the Home-page of the portal.

Instructions

1. Tender Bidding Methodology

Sealed Bid System – 'Single Stage – TWO Envelope'

2. Broad outline of activities from Bidders prospective

Procure a Digital Signing Certificate (DSC)

Register on Central Public Procurement Portal (CPPP)

Create Users and assign roles on CPPP

View Notice Inviting Tender (NIT) on CPPP

Download Official Copy of Tender Documents from CPPP

Bid-Submission on CPPP

- (i) Please take care to scan documents that total size of documents to be uploaded remains minimum. If required, documents may be scanned at lower resolutions say at 150 dpi. However it shall be sole responsibility of bidder that the uploaded documents remain legible.

Utmost care may be taken to name the files/documents to be uploaded on CPPP. There should be no special character or space in the name of file. Only underscores are allowed. The illustrative examples are given below:-

File name	Allowed or not allowed in CPPP	Reason for allowed / not allowed
QA Certificate	not allowed	Space in between words / characters not allowed
QACertificate(1)	not allowed	Special characters not allowed
QA_Certificate	allowed	Under score allowed between words /characters
QACertificate	allowed	Upper & lower cases allowed

- (ii) It is advised that **all the documents to be submitted are kept scanned or converted to PDF format in a separate folder on your computer before starting online submission.** BOQ may be downloaded and rates may be filled appropriately. This file may also be saved in a secret folder on your computer. The names & total size documents (Preferably below 50 MB) may be checked.

Signature of the bidder with seal

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- (iii) Submission of offline documents as per clause 5.1 in a sealed envelope to **Registrar NIT Durgapur** on or before due date & time.
- (iv) Attend Public Online Tender Opening Event (TOE) on CPPP : Opening of Techno-commercial Part
- (v) View Post-TOE reports posted by Institute on CPPP.
- (vi) Attend Public Online Tender Opening Event (TOE) on CPPP: Opening of Financial-Part (Only for Technical Responsive Bidders)
- (vii) View Post-TOE reports posted by Institute on CPPP.

For participating in this tender online, the following instructions are to be read carefully. These instructions are supplemented with more detailed guidelines on the relevant screens of the CPPP.

(a) Digital Certificates

For integrity of data and its authenticity/ non-repudiation of electronic records, and be compliant with IT Act 2000, **it is necessary for each user/contractor to have a Digital Certificate (DC)**. Also referred to as Digital Signature Certificate (DSC), of Class 2 or above, issued by a Certifying Authority (CA) licensed by Controller of Certifying Authorities (CCA) [refer <http://www.cca.gov.in>].

(a) Registration

To use the Central Public Procurement Portal (<https://www.eprocure.gov.in>). Vendor/Contractor need to register on the portal. The vendor should visit the home-page of the portal (<http://www.eprocure.gov.in>) and go to the e-procure link then select **Bidders Manual Kit**.

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

NIC Helpdesk:	
Telephone	1800-233-7315
E-mail ID	cphp-nic@nic.in [Please mark CC: support-nic@nic.in]
NIT Durgapur:	
NIT Durgapur Contact Person	Sh. A. K. Bhagat, Security Officer & I/C Estate Section
Telephone	+91 94347 88170
E-mail ID	estatehelpdesk@admin.nitdgp.ac.in

(b) Method for submission of bid documents.

In this tender the bidder has to participate in e-tender online.

3. Offline submission

The bidder shall submit the following documents offline in Physical form 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).

- (a)** Original Demand Draft (DD)– drawn in favor of 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. NSIC registered MSE bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSME /NSIC certificate in place of the DD of the EMD.

- (b) 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.

4. 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 2015-16, 2016-17 and 2017-18. 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 EPF Registration Certificate.
7. Scanned copy of the ESI Registration Certificate.
8. Scanned copy of the GST Registration Certificate.
9. Scanned copy of the documents, as applicable, in support of registration of the Company/Firm/Proprietorship:
The registration of the firm, authenticated copy of partnership deed in cases of partnership firm.
Attested copy of Articles of Association duly registered with Registrar of Company affairs, in case of Limited/Pvt. Limited Company.
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.
10. 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.*
11. Digitally signed Tender document without any alteration.
12. Scanned copy of the duly filled, signed, and stamped No Near relative certificate(s) in the prescribed pro-forma as per **Section-X**.
13. Scanned copy of the Duly completed, signed and stamped Declaration about Genuineness of Documents/Certificates as per **Section-XI**.

Scanning Note- Scanned document corresponding to any item must be in a single PDF file. This single PDF file may contain one or more than one pages, as the case may be. The File Name of any Document must be made as below-

File Name= Document_XY where XY is the two digit Serial No. of the Document in the above Table.

For example, No near Relative Certificate is having the Serial Number as 12, hence the file name of its scanned document will be – Document_12. And depending upon the firm, this file Document_12 may contain 1 or more than 1 page(s).

List of Documents to be uploaded in the ‘Financial Bid Folder’ on e-tendering portal

Scanned copy of the duly filled rates, signed and stamped in the Financial Bid.

Note:

1. 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.
2. If document asked for contains more than one page then all those pages may be uploaded in one PDF file.

a. 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) Down load Price Schedule / Schedule of Quoting Rates.
- (b) Fill rates in down loaded 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.

Alternatively the bidder can take the print out of the Part-B, Financial Bid, Section-I, Schedule for Quoting the Rates, duly fill it, sign it and stamp it with the company’s seal. And then take the scanned copy of it and upload it on the e-tendering portal in the Financial Bid envelope.

Signature of the bidder with seal

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For further instructions, the vendor should visit the home-page of the portal (www.eprocure.gov.in), and go to the **Bidders Manual Kit**. The compatible support software (PDF Converter, Java, etc) for online bid submission may be downloaded from CPP Portal or anywhere else.

The help information provided through 'CPPP User-Guidance Center' is available in three categories

– Users intending to Register / First-Time Users, Logged-in users of Buyer organizations, and Logged-in users of Supplier organizations. Various links are provided under each of the three categories.

Important Note: It is strongly recommended that all authorized users of Supplier organizations should thoroughly peruse the information provided under the relevant links, and take appropriate action. This will prevent hiccups, and minimize teething problems during the use of CPPP.

Note: The special instructions to contractors/Bidders for e-submission of bids online through www.eprocure.gov.in can be accessed by following link

<https://eprocure.gov.in/eprocure/app?page=HelpForContractors&service=page>

which are mentioned below for ready reference-

- (a) Bidder should do the registration in the tender site <http://eprocure.gov.in> using the option available. Then the Digital Signature registration has to be done with the e-token, after logging into the site. The e-token may be obtained from one of the authorized Certifying Authorities such as NIC Certifying Authority(NICCA)/MTNL/SIFY/TCS / nCode/eMudhra.
- (b) Bidder then login to the site thro" giving user id / password chosen during registration.
- (c) The e-token that is registered should be used by the bidder and should not be misused by others.
- (d) The Bidders can update well in advance, the documents such as certificates, purchase order details etc., under **My Documents** option and these can be selected as per tender requirements and then send along with bid documents during bid submission.
- (e) After downloading/getting the tender schedules, the Bidder should go thro" them carefully and then submit the documents as asked, otherwise, the bid will be rejected.
- (f) If there are any clarifications, this may be obtained online thro" the tender site, or thro" the contact details. Bidder should take into account of the corrigendum published before submitting the bids online.
- (g) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender schedule and they should be in PDF/xls/rar/dwf formats. If there is more than one document, they can be clubbed together.
- (h) Bidder should get ready the EMD as specified in the tender. The original should be posted/couriered/given in person to the Tender Inviting Authority, within the bid submission date & time for the tender.
- (i) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- (j) The bidder has to submit the tender document online well in advance before the prescribed time to avoid any delay or problem during the submission process.
- (k) After the bid submission, the acknowledgement number, given by the e-tendering system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender.
- (l) The details of the Earnest Money Deposit(EMD)/Cost of Tender document submitted physically to the Dept and the scanned copies furnished at the time of bid submission online should be the same otherwise the Tender will be summarily rejected.

The **Tender Inviting Authority (TIA)** will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders.

The bidder should see that the bid documents submitted should be free from virus and if the documents could not be opened, due to virus, during tender opening, the bid is liable to be rejected

The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the e-tender system. The bidders should follow this time during bid submission.

All the data being entered by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered will not be viewable by unauthorized persons during bid submission & not be viewable by any one until the time of bid opening. Overall, the submitted tender documents become readable only after the tender opening by the authorized individual.

The confidentiality of the bids is maintained since the secured Socket Layer 128 bit encryption technology is used. Data storage encryption of sensitive fields is done.

The bidders are requested to submit the bids through online e-tendering system to the TIA well before the bid submission end date & time **(as per Server System Clock)**.

The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) option in the browser.

If the bidder submits the bid in manual form, he should have already registered in the tender site and he has to inform the registration ID in the bid submitted otherwise his tender will not be considered.

For any other queries, the bidders are asked to contact through Mail : cphp-nic@nic.in

(b) Key Instructions for Bidders

The following **'FOUR KEY INSTRUCTIONS for BIDDERS'** must be assiduously adhered to obtain individual Digital Signing Certificate (DSC or DC) well in advance of your first tender submission deadline on CPPP.

Register your organization on CPPP well in advance of your first tender submission deadline On CPPP. Get your organization's concerned executives trained on CPPP using online training Module well in advance of your tender submission deadline on CPPP.

Submit your bids well in advance of tender submission deadline on CPPP as there could be last minute problems due to internet timeout, breakdown, etc.

(NITD should not be responsible any problem arising out of internet connectivity issues).

While the first three instructions mentioned above are especially relevant to first-time users of CPPP, the fourth instruction is relevant at all times.

(c) Minimum Requirements at Bidders end

Computer System with good configuration (Min P IV, 1 GB RAM, Windows XP) 2 Mbps Broadband connectivity with UPS.

Microsoft Internet Explorer 6.0 or above

Digital Certificate(s) for users.

“General Terms and Conditions”

1. 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”.
2. 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.
3. 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.
4. 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.
5. Bidder should submit their details as per attached format with self-attested documents.
6. 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 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.
7. 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
8. 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.
9. 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.
10. AMC cost is valid for one year only. However if contract extended AMC cost may be revised based on hike of percentage of minimum wages & other allowances for the extended tenure on mutual consent.

11. 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.
12. 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.
13. 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.
14. 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.
15. 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.

STATUTORY COMPLIANCE BY THE BIDDER:

1. 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.
2. 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.
3. 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.
4. The successful bidder should submit an Indemnified Bond as per attached format 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.

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

DUTIES AND RESPONSIBILITIES OF THE BIDDER:

1. 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.
2. 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 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.
3. 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.
4. 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.
5. 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.
6. The Bidder should furnish the monthly, quarterly and yearly maintenance schedule in consultation with the concerned Officer.
7. All personnel employed by the Bidder shall be medically fit and having good health.

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 |
| 9. Main Academic Building | 10. New Guest House |
| 11. S. N. Roy Memorial Building | |

SCOPE OF THE WORK:

- i. Providing trained manpower round the clock as follows:

Three trained fire fighting personnel and one experienced Supervisor. Category as per GOI Gazette Notification.

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

- ii. 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 fire fighting 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 equipment to be collected during site inspection and submitted along with the bid.

- a. Electric driven terrace pump
- b. Main electrical panel
- c. Remote indicating panel
- d. 6 Zone AFA control panel
- e. MCP
- f. Hooter
- g. 15 mtr RRL Hose Reel
- h. Hose Box
- i. Fire extinguishers CO2 (4.5 Kg)
- j. Fire extinguishers CO2 (9 ltr)
- k. Fire extinguishers DCP (4.0 Kg)
- l. 63 mm brass nozzle
- m. First aid hose set
- n. Air valve
- o. Pressure switch
- p. Manual call box
- q. LS Hooter-Card type
- r. 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

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:

- 1 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. This will not include refilling.
- 2 The contract shall include minimum one general service initially and subsequent Monthly, quarterly and yearly checking & submission of report to the concerned Officer.

Signature of the bidder with seal

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3. 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.

4. The AMC shall include repair or replacement of hose clips, hose nozzles, etc.
5. All Extinguishers shall be numbered and inventory maintained as per our format and materials requiring replacement on quarterly basis.
6. All extinguishers and boxes shall be cleaned.
7. All extinguishers shall be pressure tested as per standard norms of extinguisher.

Hydrant System:

1. 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.
2. Pump autorotation should be checked.
3. Greasing of pumps and motors to be carried out as per manufacturers recommendation or whenever necessary.
4. 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.
5. 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.
6. 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.
7. Internal Hose Cabinet shutters (including glass) shall be cleaned every visit. Dust and dirt within cabinet shall be removed in every visit.
8. 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.

Signature of the bidder with seal

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9. 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.
10. Replacing of gland packing/seals in various pumps and valves on as and when required to ensure that there is no leakage.
11. Checking of electrical terminals, contact points of the starters/contractors, and relays installed in various control panels.
12. 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.
13. 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.
14. 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.
15. 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
16. 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.
17. **Tools & Tackles:** The bidder should provide all tools and tackles required for the safe and satisfactory maintenance of the related equipment.
18. 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.
19. To respond immediately during any fire incident within the Institute.

SPECIAL TERMS AND CONDITIONS:

1. The rates quoted should be inclusive of all duties. GST will be extra as applicable.
2. 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.

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.

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 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

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.

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.

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.

SECURITY DEPOSIT (SD):

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 (8%) will be forfeited.

PAYMENTS:

Advance payments will not be made against work order.

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.

Payments will be made within 30 working days after submission of bill completed in all respects through RTGS / NEFT. Bidders should provide their bank details duly signed by authorized signatories along with the copy of cancelled Cheque.

TDS will be deducted as per Prevailing Rules.

Signature of the bidder with seal

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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.

MISCELLANEOUS:

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.

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.

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.

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

PENALTY:

Penalty will be imposed (as deemed fit by the NITD) if found absence of staff from duty and also equal amount to the absence staff will be deducted from the bill.

Penalty will also be imposed (as deemed fit by the NITD) for (1) any in disciplinary activities by the engaged personnel, (2) unsatisfactory performance and (3) violation / non-compliance of any of the conditions laid down in the tender document.

Signature of the bidder with seal

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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

Signature of the bidder with seal

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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	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 2015-16	FY 2016-17	FY 2017-18
i.	Annual Turnover			
ii.	Net Profit			
iii.	Loss if any			

Signature of the bidder with seal**Cond....P/23**

INDEMNITY BOND

This deed of Indemnity is made this _____ day of _____ 2018 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 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.
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.

Signature of the bidder with seal

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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
Witness

1. _____
2. _____

Registrar N.I.T. Durgapur

In the presence of following

- 1.

- 2.

Signature of the bidder with seal

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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 a n d O p e r a t i o n 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 _____ 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.

Signature of the bidder with seal

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- (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 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.

- (g) 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