



## **INDIAN INSTITUTE OF TECHNOLOGY PATNA**

**Name of Work:- Non-comprehensive Annual Maintenance  
Contract of Fire fighting & Fire alarm system  
at IIT Patna Campus**

**NIT No. IITP/IWD/ELECT/RS/NIT-02/20-21**

**July- 2020**

**TENDER DOCUMENT**

**INDIAN INSTITUTE OF TECHNOLOGY, PATNA**  
**Bihta, Patna-801106 (Bihar)**

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**Name of Work**      **Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna Campus**

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# INDIAN INSTITUTE OF TECHNOLOGY, PATNA

## Bihta, Patna-801106 (Bihar)

### 1. NOTICE INVITING e-TENDER (NIT)

The Registrar, Indian Institute of Technology Patna, invites E- tenders item rate on prescribed tender documents under two bid system (Technical Bid and Price Bid) for the work of '**Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna**' from the reputed, resourceful and experienced service providers / Contractors/ Firms who have executed similar nature works in any Central / State Government /PSU and who fulfill other eligibility criteria of Tender Document.Tender notice available on [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app), [www.iitp.ac.in](http://www.iitp.ac.in).

a)	Bidding Document No.	IITP/IWD/Elect./RS/NIT-02/20-21 dated 30.07.2020
b)	Name of Work	<b>Non-comprehensive Annual Maintenance Contract of Fire Fighting &amp; Fire alarm system at IIT Patna</b>
c)	Estimated cost put to the Tender	Rs. 4,22,650/- (Rupees Four Lakh Twenty Two Thousand Six Hundred Fifty only).
d)	Time Period	1 Year
e)	Cost of Tender document.	NIL
f)	Earnest Money Deposit (EMD)	<b>Earnest money Deposit (EMD) of Rs 8,453/- (Rupees Eight Thousand Four Hundred Fifty Three only)</b> to be deposited in the institute's account through SBI i-collect and the receipt of submission is to be uploaded along other technical bid documents. For details regarding submission of EMD, the webpage with following link may be visited: <a href="https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf">https://www.iitp.ac.in/images/pdf/snp/SBI%20I-Collect.pdf</a> Alternatively, the bidders may provide an unconditional bank guarantee of Rs.8,453/-valid for 6 months from the last date of bid submission in the format provided in Annexure-II or Fixed Deposit Receipt endorsed in favour of Registrar, IIT Patna.
g)	Bid Submission Start Date and Time	16.00 hrs. on 30.07.2020
h)	Pre-bid meeting	11.30 hrs. on 10.08.2020 in the HOD/IWD Office, Third floor, Admin block IITP.

i)	Bid Submission End Date and Time	15.00 hrs. on 20.08.2020
j)	Date and Time for Opening of Bid (Technical Bid)	15.30 hrs. on 21.08.2020
k)	Financial bid Opening	To be intimated later on.
l)	Security Deposit	5% of the tendered amount, to be refunded after completion.
m)	Performance Guarantee	5% of the tendered amount, in prescribed proforma from any scheduled bank.
n)	Validity of Offer	120 Days from the date of opening of price bid
o)	Engineer-in-charge	Executive Engineer, Electrical (Institute Works Department) Indian Institute of Technology Patna, Kanpa Road, Bihta, Patna-801106 Ph:- 0612-3028718, 3028710 E-mail:- ee_electrical@iitp.ac.in

The tender document can be downloaded from website. Corrigendum, if any would appear on the [www.eprocure.gov.in/eprocure/app](http://www.eprocure.gov.in/eprocure/app) and IIT Patna website. IIT Patna reserves the right to reject any or all the tenders in part or full without assigning any reasons thereof.

## **2. INSTRUCTIONS FOR ONLINE BID SUBMISSION**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Online bidder Enrollment" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) 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 CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 2) 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 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 3) 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.

### **PREPARATION OF BIDS**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. 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 need to be submitted. Any deviations from these may lead to rejection of the bid.

3) 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 / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" or "Other Important Documents" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

Note: My Documents space is only a repository given to the Bidders to ease the uploading process. If Bidder has uploaded his Documents in My Documents space, this does not automatically ensure these Documents being part of Technical Bid.

## **SUBMISSION OF BIDS**

1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

6) 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, opening of bids etc. The bidders should follow this time during bid submission.

7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid opener's public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

8) Upon the successful and timely submission of bids (i.e. after Clicking “Freeze Bid Submission” in the portal), 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.

9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

### **3. INFORMATION AND INSTRUCTIONS FOR BIDDERS**

**NIT NO. IITP/IWD/Elect/RS/NIT-02/20-21**

**NAME OF WORK: 'Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna'**

**INFORMATION AND INSTRUCTIONS FOR CONTRACTORS FOR e- TENDERING FORMING PART OF NIT AND TO BE POSTED ON WEBSITE**

- a. Information and instructions for Contractors will form part of NIT and to be uploaded on <http://www.eprocure.gov.in/eprocure/app> website.
- b. The bid document consisting of scope of works and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <http://www.eprocure.gov.in/eprocure/app>. But the bid can only be submitted after uploading the documents such as EMD and other documents as per tender document.
- c. The Draft information and instructions to Contractors may be modified suitably by NIT approving authority as per requirement.
- d. The bidder must ensure to quote rate for each items separately in the specified column. If any column of rate against any item remains left blank by the bidder, it shall be treated that the bidder has quoted nil rate for that and the item will be executed by the bidder free of cost.
- e. IIT Patna shall not be responsible for non-receipt bid due to internet issues or any other reasons.
- f. The work is estimated to **cost Rs.4,22,650/-**. This estimate however, is given merely as a rough guide.
- g. Tender documents consisting of specifications, schedule of quantities of the various classes of work to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen on website <http://www.eprocure.gov.in/eprocure/app>.
- h. The information and instructions for tenderers / bidders posted on the web-site shall form part of bid/tender documents.
- i. The bid can only be submitted after scanning and uploading the mandatory details within the period of tender submission as per critical data sheet.
- j. Envelope containing Cost of EMD (in case of bank guarantee or FDR) (with due mention of Name of work, NIT No, Date & time of opening of bids) to be submitted in HOD (IWD) Office or in IWD Tender Box placed at Ground floor, Admin Block (Left Wing). The documents submitted shall be opened as per scheduled time mentioned.
- k. Online bid documents submitted by intending bidders shall be opened only of those bidders, whose Earnest Money Deposit (EMD) placed in the envelope are found in order.



- l. The Contractor, whose tender is accepted, will be required to furnish performance guarantee of 5 % (Five Percent) of the tendered amount within the specified period. This guarantee shall be in the form Banker's cheque of any scheduled bank / Demand draft of any scheduled bank / Pay order of any scheduled bank/ Bank Guarantee of any scheduled bank. In case the contractor fails to deposit the said performance guarantee within the period, including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor. The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 90 days beyond that.
- m. IITP will deduct security deposit from each bill till the sum will amount to 5% of the total bid value of the work. Security deposit will be refunded to bidder after successful completion.
- n. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/ contractor on acceptance of his tender by the Accepting Authority, shall sign the contract Agreement consisting of the notice inviting tender and all the documents within seven (7) days from the stipulated date of start of the work.
- o. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
- p. The competent authority does not bind itself to accept the lowest or any other tender and reserves the right to reject any or all the tenders received without the assigning any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- q. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- r. Tender for the works shall remain open for acceptance for a period of One Hundred Twenty days (120) from the date of opening of tenders(Price bid). If any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the Institute, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the tender shall not be allowed to participate in the re-tendering process of work.

- s. In case the contractor fails to commence the work specified in the tender documents on 7th day or such time as may be mentioned in the letter of award or from the date of handing over the site wherever is later, the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit whole of the earnest money absolutely.
- t. The Contract period will be One Year from the day of acceptance of work order placed by IITP. The contract can be extended further for 1 Year on satisfactory performance of the previous year of the contract as per decision of Competent Authority. IIT Patna may renew/ extend the contract to such further period(s), as it may deem proper, having regard to the quality and manner of the contractor's performance. However, it shall be with consent / written request by the contractor in this regard.
- u. Rates quoted by the bidders shall be inclusive of GST (Goods and service tax- Central, State and interstate) and any other taxes applicable.
- v. Bidder's quoted Rates/Prices for executing the activities under the Contract shall remain firm till completion of entire work and shall not attract any escalation under any circumstances whatsoever.
- w. If any information furnished by the bidder is found as false / fabricated, then his bid will be rejected and treated as cancelled. Even if it is detected at any stage after signing of contract, it would lead to termination of contract besides forfeiture of EMD. In such cases the bidder may be debarred from participation in future tendering process in IITP as decided by Competent Authority.
- x. The Earnest Money received shall be refunded to the unsuccessful bidders without any interest upon executing the Contract Agreement by successful bidder.
- y. The bidders may contact to AE (Electrical), IWD, IIT Patna (Ph:- 0612-3028710) for any clarification during the office hrs.
- z. The Bidder(s) may note that ONLINE BIDS will ONLY be accepted. All the requisite supporting documents mentioned in the bid document should and must be uploaded. The Bids sent through FAX, E-mail, by hand and/or by post shall not be accepted/ processed in any case.
- aa. In case, holiday is declared by the Government on the day of opening the bids, the bids will be opened on the next working day at the same time. The IITP reserves the right to accept or reject any or all the tenders.
- bb. There shall be pre-bid meeting on 10.08.2020 at 11.30 am In the office of HOD/IWD/ 3<sup>rd</sup> floor, Admin block at IIT Patna, Bihta campus & bidders or their authorized representatives can attend the pre bid meeting. The bidders may seek any clarification on or before the pre-bid meeting. Intending bidder(s) may send their queries, if any through e-mail to the engineer-in charge on and before the pre bid meeting. No queries shall be entertained after the pre bid meeting.
- cc. Conditional tenders shall be summarily rejected.

#### **4. Eligibility Criteria:**

**Contractors/ vendors who fulfill the following requirements shall be eligible to apply.**

Eligibility criteria:- Applications from consortium/ joint ventures shall not be accepted. Experience of only the bidding entity shall be considered.

**The applicant has successfully completed following works during last seven years with Central/State Government Organization/ Central Autonomous Body/ Public Sector Undertaking.**

(i) One \*similar completed work costing not less than the amount equal to 80% of the estimated cost.

OR

(ii) Two \*similar completed works costing not less than the amount equal to 60% of the estimated cost.

OR

(iii) Three \*similar completed works costing not less than the amount equal to 40% of the estimated cost.

- **“Similar work” shall mean ‘Annual Maintenance contract of Fire Fighting and Fire detection System’ during last seven years ending on last date of the month previous to the one in which applications are invited.**
- A Completion certificate from Client along with copy of Award letter/ Work Orders/BOQ must be submitted by the bidder. Certificates from private organizations for whom such work have been executed shall not be accepted.
- The bidder should have achieved an average annual financial turnover (gross) of 100%of the estimated cost during the last three financial years ending 31st March 2019. This should be duly audited by Chartered Accountant. The multiplication factor of 7% per annum simple interest is not applicable on the Annual Financial Turnover figures.
- The bidder should not have incurred loss (profit after tax should be positive) in more than two years during last five financial years ending 31st March 2019, duly audited and certified by the Chartered Accountant.
- Bidder should be registered with any Government/PSU Department. The validity of the registrations should be valid as on the date of tender submission.
- Bidder must have a working office in Patna.
- The bidder must have to submit the manpower credential of Technical personnel.  
Minimum qualification required for Engineer/Supervisor:- Degree/ Diploma with min 3yrs. working experience of Fire maintenance.
- Technical Bid documents must be uploaded as per clause-5.
- Conditional tenders shall not be accepted.

## **5. List of Technical bid Documents to be uploaded:**

- a) Scanned copy of Earnest Money Deposit (EMD) submission or its exemption, if any.
- b) Scanned copy of Experience certificates as defined in Eligibility Criteria & copy of Registration with any Central/State Government Department, PSU.
- c) Scanned copy of GST No and Scanned copy of Pan Card.
- d) Scanned copy of Audited Annual Accounts for Financial Years 2016-17, 2017-18, 2018-19. Average Annual Turnover for last three financial years i.e.2016-17, 2017-18, 2018-19 should not be less than Rs 4.22 Lakh.
- e) Scanned copy of EPF & ESI Registration Certificate.
- f) Scanned copy of Annexures no- 6,7,8 & 9.

Note: - Technical Bid will be evaluated along with above mentioned documents/credential (i.e.from a to f)

## **6. General terms and Conditions**

### **1. LABOUR LAWS TO BE COMPLIED BY THE CONTRACTOR**

1. The contractor shall comply Contract Labour (R & A) Act, 1970 and the Contract Labour (Regulation and Abolition) Central Rules, 1971. The contractor shall also abide by the provision of the Child Labour Prohibition & Regulation) Act-1998. The contractor shall also comply with the provisions of the building and other Construction Workers (Regulation of Employment & Conditions of Service) Act, 1996 and the building and other Construction Workers Welfare Cess Act, 1996. Any failure to fulfill these requirements shall attract the penal provisions of this contract arising out of the resultant non execution of the work.
2. No labour below the age of fourteen years shall be employed on the work.
3. The contractor shall comply with all the provisions of the Minimum Wages Act, 1948, Contract Labour (Regulation and Abolition) Act, 1970 and rules framed thereunder and other labour laws affecting contract labour that may be brought into force from time to time.
4. No interest will be payable by the IITP on the Earnest Money Deposit(EMD) / SD. The earnest money of all the unsuccessful tenderers will be returned to them at the earliest.
5. Engaged manpower should not be paid less than minimum wages and allowances notified by Govt. time to time. Wage payment details of engaged manpower should be furnished to IITP when asked. Agency must follow the all labourrelevant act and regulation.
6. At any stage, if it is opined by IIT Authority that the agency is not performing satisfactorily as per system requirement, IIT reverses right to terminate the contract as deemed fit after giving 7 days notice. In such a situation, IIT may engage another agency on contractor's Risk and Cost. The security deposit of the agency will be forfeited by the Institute, if agency leaves the contract before contract ending period or non-completion of the full contract.
7. All safety measures will be the responsibility of agency at their own cost. The agency will be solely held responsible for any accident occurring due to non-compliances of safety measures.
8. Copies of drawings and SLD pertaining to the work can be seen by the bidders at office of the EE(Electrical), if available.
9. IITP reserves the right to reject any tender/bid wholly or partly without assigning any reason.
10. IITP shall have the right to verify the particulars furnished by the bidder independently.
11. Additional conditions specifications, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
12. The bid submitted shall become invalid if:
  - (i) The bidder is found ineligible.

- (ii) The bidder have not submitted taxation authorities registration certificate and labour law registration certificate such as service tax/ GST/CST /ESIC/EPF etc. as stipulated in the bid Document.
13. The acceptance of a tender will rest with the Competent Authority IIT Patna who does not bind him to accept the lowest tender and reserves to himself the, authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed conditions are not fulfilled or are incomplete in all respects are liable to be rejected.
14. The rates quoted against work should be for the complete finished item of Work and include all labour, material, taxes, overhead, duties, cess, insurance etc. Sales tax or any other tax in respect of this Contract shall be payable by the contractor and IITP will not entertain any claim whatsoever in this respect. So the rates are to be quoted are inclusive of all taxes.
15. **Liquidated Damages / Penalty:- In case of Breakdown**, Contractor has to take immediate action for rectification. There will be delay penalty, If system will not be rectified within 48Hrs a penalty of 0.5% of Rate Contract value per day of delay subject to maximum deduction of 10% of the Rate Contract value will be applied.

## **7. TECHNICAL SPECIFICATIONS & SCOPE OF WORK**

### **1. GENERAL**

The work shall be carried out as per national code or C. P. W. D specifications for works with correction slips issued up-to date unless otherwise specified in the schedule of quantities for the works.

The Indian Standard Specifications and Codes of Practice will apply to the equipment and the work covered by the scope of this contract. In addition the relevant clauses of the Indian Electricity Act 1910 and Indian Electricity Rules 1956 as amended upto date shall also apply. Wherever appropriate Indian Standards are not available, relevant British and/or IEC Standards shall be applicable.

Necessary test certificates in support of the certification shall be submitted prior to supply of the equipment.

General Specifications for Electrical Works (Part VI) -2018 with correction slips issued up-to date.

### **2. Overview:**

Indian Institute of Technology Patna at Bihta, Patna, established by Government of India in 2008, is functioning from newly constructed campus of 550 Acres at Bihta, Patna. IIT Patna intends to engage a reputed agency for Non-comprehensive Annual Maintenance of the Fire Fighting, Fire alarm system & associated PA System as per Scope of work.

Fire Fighting & Fire alarm systems are installed in Academic area (Admin block, Block-3, Block-4, Block-6, Block-9, Workshops), Residential area ( Boy's Hostel, B-type Flats, D Type Flats, Hospital, Substations).

### **3. Scope of Works**

The scope of work includes Quarterly Non-comprehensive maintenance/ repair/ replacement/ overhauling of all the parts of the machines, which become defective, inefficient or get damaged during working & quarterly mock drill of fire fighting and fire detection system. The decision of competent authority regarding repair/replacement/ overhauling of any part of the machine will be final and binding on the contractor. All the consumable required for equipment shall be obeyed by the contractor during execution of the contract period while the Non-consumable & defected items will be provided by IIT Patna.

#### **3.1 Spectrum of services:**

Fire Equipment for which Maintenance Services are needed are detailed at Annex-1

However, this list is only indicative and under each item, any other services which may be relevant and necessary shall be provided by the contractor. Bidder would assess the actual quantum of work by visiting the site and bid accordingly. The contractor, apart from executing the scope of services detailed hereunder shall also arrange required clearances, licenses renewal / sanctions etc. on behalf of IITP from various Govt. departments. However, Govt. fee if any shall be borne by IITP.

### **3.2 Fire alarm, detection & firefighting system.**

All the electro mechanical services of the campus are to be maintained as per the requirement of IITP. The requirement will broadly be to keep the equipment in good and efficient working condition at all the time, follow the preventive maintenance and periodical overhaul schedule & procedures as listed in the manuals / literature of the OEM, ensure safety of the equipment and personnel using it. Brief description of the equipment provides is as at Annexure-1&2.

3.3 The contractor shall attend to any maintenance problems and rectify the defects.

a) In case the contractor fails to rectify the defect(s) after handing over assets installed in IITP in time limit IITP reserves the right to get the defect(s) rectified at risk and cost of the contractor without further notice from the quarterly bills of the contractor.

b) In case of unserviceability / dysfunction of the equipment for a period of 48 hrs, Penalty shall also be imposed on the contractor and the amount will be recovered from their respective bills.

A snag list of the installations covered in the present scope of work shall be prepared jointly by successful bidders & IITP so as to complete the defect-rectification work well before the actual contract period is over.

However, nothing shall be paid extra for preparation of snag list and preparation of snag list will not be considered as date of start. In case contractor is asked in writing to arrange rectification of any defect at the time of accepting the work order of AMC, the cost of rectification shall be reimbursed to him on actual basis.

Note-1: Any damage to the installations during the currency of contract will be made good by the contractor without extra cost to IITP. Further, contractor would also indemnify IITP for the damages caused due to negligence in imparting the services.

### **4. FREQUENCY OF MAINTENANCE**

The bidder shall carry out the routine maintenance services at the frequency detailed in maintenance schedule & as per guide line of OEM maintenance manual, preferably 1st week of every 3 months. However Agency has to attend the break- down service as and when required. The frequency may be increased depending up on requirement at site. As a whole it is to ensure that the equipment are well maintained at all the time. The work will be carried out at suitable timings to ensure that IITP work is not disturbed.

Note-1: The date of servicing carried out and next due date of servicing in respect of systems shall be neatly painted on assets in small fonts for effective monitoring as per direction of Engineer-in-charge.

### **5. SPECIAL CONDITIONS OF AMC WORK**

1. Maintenance of Fire Fighting, Fire Alarm/detection system & associated PA System, in the areas under this contract – the maintenance agency (contractor / firm) shall be solely responsible to keep the system serviceable at all the time. The maintenance shall include



servicing of all the equipment associated with the systems. Cost of consumables etc. shall be included in the quoted rates.

2. The cost of major or special repair or overhauling of any equipment such as Fire pump, motor, fire alarm panel, batteries & hooters including winding of motor is not covered in the scope of this work. However, preventive & routine maintenance including servicing, minor rectification will be the responsibility of the agency. All material will be provided to the agency by IITP for such rectification free of cost except some minor material such as Petroleum Jelly, straw, lubricants, tools & tackles, nuts & bolts, distilled water, cleaning materials (soda & waste cloths etc.), log books & Stationaries, fuse, rubber packing, threads, indicator lamps, clamps, resistors, diodes, repairing of Integrated circuit (IC / PCB) etc. which are in the scope of this work. Nothing extra shall be paid on account of consumables and small tools & plants required for the work.

3. The agency will promptly inform IITP engineer in charge as soon as occurrence of any Major defect in these systems is noticed. So that the latter can take advance action towards its rectification and procurement of any material required for that purpose. Labour for the rectification will be provided by the agency in his quoted rates.

4. The Firm/ contractor will engage trained and experienced technical staff and helpers, headed by a qualified Fire supervisor, for undertaking maintenance services / jobs.

5. The firm / Contractor will maintain the logbook for maintenance as described below.

a) After completion of maintenance, the test details to be entered in the maintenance register with dates and result achieved.

b) After carrying out each test, the entry in the register to be got counter signed from the IITP Engineer. Without prior approval, no fitting / material will be removed for repairs; it will be contractor's responsibility to provide alternative temporary arrangement of such items during the period, the item is repaired and put back in to position so that the system remains fully functional all the time.

6. The contractor will conduct periodical quarterly fire drill at site including imparting training to the staff in the use of fire Extinguishers etc.

7. The checking & maintenance of the batteries for the system shall be done including maintaining specific gravity and distilled water if required. However replacement of defective batteries is not covered in the scope of this work.

8. The servicing & checking of fire detection system & heat detectors shall be done quarterly.

9. The system shall be kept in working condition till completion of the contract. The firm will arrange handing over of the total system in full functional condition on completion of the contract.

10. The mock drill / demonstration of the working of the system shall be given quarterly.

11. The firm shall guide the operator engaged by the IITP about the operation of each of the equipment.

12. In case of Emergency, The Firm shall give full support for mitigation of fire accident at no extra payment.

13. The servicing of major equipments like fire pump, jockey pump, pressure regulator & main fire alarm panel, all the valves, valve handles, smoke detectors, manual call points, hooters, fire control cable etc. shall be checked and greased quarterly.

14. Contractor would be bound to execute such additional item/ items which may be essential & necessary (even though not listed in schedule of work) for the effective execution of the work. Rates for such extra items of work shall be rationally analyzed / derived & would be binding on the contractor.

15. Contractor undertaking the job is advised to verify the particulars & satisfy himself towards the conditions & specifications etc. of the tenders before filling up the bids.

16. **In case of Breakdown**, Contractor has to take immediate action for rectification.

There will be delay penalty, If system will not be rectified within 48Hrs a penalty of 0.5% of Rate Contract value per day of delay subject to maximum deduction of 10% of the Rate Contract value will be applied.

## 6. Maintenance Schedule

The following works/ checks are required to be performed on Quarterly basis and record all the activities in the log book with date and time.

### Checks:

- a) Operational readiness of system during mains failure
- b) Check the fire circuit of each zone from the panels
- c) Check whether signals of fire and fault get transmitted from zonal panel to main panel
- d) Performance check of the hooters shall be done along with the performance check of manual call points.
- e) Performance check of the PA System.
- f) Check smoke detectors, if required cleaning shall be carried out with suitable reagents.
- g) Checking of water pressure of the hydrant line & action shall be taken to arrest leakage on urgent basis.
- h) Checking of main control panel of fire pump & alarming system
- i) Check fault circuit of each zone by actually disconnecting wire by removing a detector.
- j) Check fire circuits by facilitating actual smoke to one detector of each zone
- k) Cleaning of all types of detectors with suitable means.
- l) Checking / servicing of major equipments such as Fire pump, Jockey pump, pressure gauges, panels including contactors, valves, main alarm panel, auxiliary panel etc.
- m) Greasing of valves, checking of couplings / Impeller
- n) Any other maintenance work as directed by Engineer-in-charge.

**Annexure-1**

<b>Fire alarm system equipment list</b>							
<b>S.No-</b>	<b>Location</b>	<b>Addressable Fire Alarm Panel</b>	<b>Smoke Detector</b>	<b>MCP</b>	<b>Hooter</b>	<b>Amplifier</b>	<b>Speaker</b>
	<b>Academic Area</b>						
1	Admin block	2	293	30	24	2	16
2	Block-3	1	276	31	19	1	19
3	Block-4	1	204	21	13	1	13
4	Block-6	1	277	31	19	1	19
5	Block-9	1	304	30	19	1	19
6	Work shops	3	6	10	10	3	7
	<b>Residential Area</b>						
1	B-Type (4 blocks)	4	–	36	36	4	36
2	D-type (4 blocks)	4	–	16	16	4	16
3	Boys hostel	1	–	80	80	1	100
4	Hospital	1	43	14	11	1	25
5	Substations	4	94	26	16	–	–

**Annexure-2**

<b>Fire alarm system equipment list</b>							
<b>S.No-</b>	<b>Location</b>	<b>Addressable Fire Alarm Panel</b>	<b>Smoke Detector</b>	<b>MCP</b>	<b>Hooter</b>	<b>Amplifier</b>	<b>Speaker</b>
	<b>Academic Area</b>						
1	Admin block	2	293	30	24	2	16
2	Block-3	1	276	31	19	1	19
3	Block-4	1	204	21	13	1	13
4	Block-6	1	277	31	19	1	19
5	Block-9	1	304	30	19	1	19
6	Work shops	3	6	10	10	3	7
	<b>Residential Area</b>						
1	B-Type (4 blocks)	4	–	36	36	4	36
2	D-type (4 blocks)	4	–	16	16	4	16
3	Boys hostel	1	–	80	80	1	100
4	Hospital	1	43	14	11	1	25
5	Substations	4	94	26	16	–	–

## **8- SCHEDULES**

### **SCHEDULE `A`**

Schedule of quantities enclosed.

### **SCHEDULE `B`**

Schedule of materials to be issued to the contractor.

- Nil -

### **SCHEDULE `C`**

Tools and plants shall be hired to the contractor by the Institute.

- Nil -

### **SCHEDULE `D`**

Extra schedule for specific requirements/ document for the work, if any.

- Nil -

### **SCHEDULE `E`**

Schedule of components of cement, steel & other materials Labour etc. for price escalation.

- Nil -

### **SCHEDULE `F`**

**Refer to Conditions and Clauses of document.**

<b>Definitions :</b>		
i)	HOD IWD	Head In charge.
ii)	Department	Institute Works Department (IWD)
iii)	Engineer-in-Charge	EE(Electrical)
iv)	Tender Accepting Authority	Director, Indian Institute of Technology Patna

v)	COPH	15 %
vi)	Standard Schedule of Rates	(i). C.P.W.D. Delhi Schedule of Rates 2016 with up to date correction slips issued up to the date of receipt of tenders.
(vii)	(i) Time allowed for submission of performance guarantee from the date of issue of letter of acceptance.	14 days
(viii)	Authority to give fair & reasonable extension of time for completion of work.	Director, IIT Patna

## **9- PAYMENT TERMS**

**Quarterly Basis against submission of Bill Invoice by Contractor.**

## **10-SPECIAL TERMS & CONDITIONS**

1. Rates quoted in the financial bid must be inclusive of all central, state, local taxes, insurances, levy, cess, transportation & accommodation charge etc. including trade tax on works contract and GST applicable. There should be no increase or variation in the tendered price even in case of changes in GST/service tax, etc. Rate are also inclusive of payment to the Labour Department in accordance with the prevailing Labour law, including all statutory liability fixed by the Labour commissioner or any other law enforcement agency.
2. Agency shall be solely responsible for payment of wages/salaries and allowances to their personnel as per the rules or act applicable under government order. All central, state, local laws & bye laws applicable will be obeyed by the agency.
3. Without taking prior approval from the IITP Engineer-in -charge, no fittings/materials will be removed for the purpose of repairs/replacement.
4. The agency shall further keep the IITP Engineer-in-charge indemnified against any loss to the IITP property and assets. The IITP shall have further right to adjust and/or deduct any of the amounts as aforesaid from the payments due to the agency under this contract.
5. The agency shall ensure that the persons so deployed do not allow any property of the IITP related to Equipment's to be taken out of the premises without a Gate Pass signed by the designated officials of the IITP.
6. The agency shall at his own cost, if required, take necessary insurance cover in respect of the aforesaid services rendered to IIT Patna and The agency shall comply with the statutory provisions of Contract Labor (Regulation & Abolition) Act, 1970; Employees State Insurance Act; Workman's Compensation Act, 1923; Payment of Wages Act, 1936; The Employees Provident Fund (and Miscellaneous Provisions) Act, 1952; Payment of Bonus Act, 1965; The Minimum Wages Act, 1948; Employer's Liability Act, 1938; and/or any other rules/regulations and/or statutes that may be applicable to them. The agency shall indemnify the Institute against all claims which may be made upon the Institute whether under the aforesaid statutes or any other statute in force during the currency of this contract.
7. Agency shall deploy his persons in such a way that they get weekly rest. The working hours / leave, for which the work is taken from them, do not violate relevant provisions of Shops and Establishment Act. The agency shall arrange to provide reliever equally qualified in case of absence/leave/off etc. The agency shall in all dealings with the persons in his employment have due regards to all recognized festivals, days of rest and religious or other customs. In the event of the agency committing a default or breach of any of the provisions of the Labour Laws including the provisions of Contract Labour (Regulation and Abolition) Act, 1970 as amended from time to time or in furnishing any information, or submitting or filling any statement under the provisions of the said regulations and rules which is materially incorrect, he shall without prejudice to any other liability pay to the IIT Patna, a sum as may be claimed by IIT Patna.
8. Agency shall keep the IIT Patna indemnified against all claims whatsoever in respect of the employees deployed by the agency, in case any employee of the agency so deployed enters in dispute of any nature whatsoever, it will be the primary responsibility of the agency to contest the same. In case IIT Patna is made party and is supposed to contest the case, the IIT Patna will be reimbursed for the actual expenses incurred towards Counsel fee and other expenses, which shall be paid in advance by the agency to IIT Patna on demand. Further, the agency shall ensure that no financial or any other liability comes on IIT Patna in this respect of any nature whatsoever and shall keep IIT Patna indemnified in this respect.

9. No accommodation facility will be provided by the IIT Patna.
10. Income tax/ other applicable taxes if any will be deducted at source as per the rules in force from the bill and the amount so deducted will be credited to the Income tax/concerned authority and a certificate of the amount credit will be issued by the Account Section of Institute.
11. Institute reserve the right to curtail or enhance the scope of work either by deletion of certain items entirely or by reducing/increasing the quantities of certain items as required and reviewed by the Institute from time to time and therefore, the final value of the work shall be worked out and paid to the extent of work actually carried out.
12. In the event of any question, dispute/difference arising under the agreement or in connection herewith (except as to matters the decision of which is specially provided under the agreement) the same shall be referred to the sole arbitration by the Director, IIT Patna & his decision will be final and binding.
13. IIT Patna shall not be responsible for any expense incurred by bidders in connection with the preparation & submission of their bids, site visit and other expenses incurred during bidding process.
14. The Arbitrator may give interim awards and/or directions, as may be required, Subject to the aforesaid provisions the Arbitrator & Conciliation Act, 1996 and the rules made hereunder and any modification thereof from time to time being in force shall be deemed to apply to the arbitration proceedings under this clause.
15. Bidder should not be under liquidation, court receivership or similar proceeding and shall submit certificate for the same.
16. **Force Majeure:-**
- a) Notwithstanding the provisions stated above, failure to provide the services by agency shall not be liable for forfeiture of its performance security or penalty & not be constructed as breach of contract at an event of force majeure.
  - b) For purposes of this clause, "Force Majeure" means an event beyond the control of the agency and not involving the agency/service provider's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the service provider either in its sovereign or contractual capacity, wars or revolutions, fires, floods.
  - c) If a Force Majeure situation arises, the agency/ service provider shall promptly notify the Engineer In-Charge in writing of such conditions and the cause thereof. Unless otherwise directed by the employer in writing, the service provider shall continue to perform its obligations under the contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the force majeure event.
17. **Theft of Parts:** - Agency shall be fully responsible for theft, burglary, fire or any mischievous deeds by his workers/staff and shall replace the items under such category. Any loss occurred due to negligence will be recovered from the agency.
18. **JURISDICTION:** Disputes of any nature that may be arise in connection with the execution of this order shall be governed by the laws of India and subject to the jurisdiction of courts situated in Patna, Bihar India only.



## **ANNEXURE - 3**

### **IDMENNITY BOND**

(On Non- Judicial Stamp Paper of Rs. 100/-)

Know all men by these presents that I/We do hereby execute Indemnity Bond in favor of the IITP on this \_\_\_\_\_ day of \_\_\_\_\_ 2018.

WHEREAS, IIT Patna, Registrar has appointed as the contractors for proposed work at IIT Patna.

**THIS DEED WITNESS AS FOLLOWS:**

I/We hereby do Indemnify and save harmless IIT Patna, Registrar against any third party claims, civil or criminal complaints/liabilities, site mishaps and other accidents or disputes and/or damages occurring or arising out of any mishaps at the site due to faulty work, negligence, faulty construction and/or for violating any law, rules and regulations in force, for the time being while executing /executed works by me/us.

Any damages and loss or expense due to or resulting from any negligence or breach of duty on the part of me/us or my sub contractors if any, servants or agents.

Any claim by an employee of mine/ours or of sub contractors if any, under the workmen's Compensation Act and Owners liability Act 1939 or any other law, rules and regulations in force for the time being and any acts replacing and/or amending the same or any of the same as may be in force at the time and under any law in respect of injuries to persons or property arising out of land and in the course of execution of the contract work and/or arising out of and in the course of employment of any workman/employee.

Any act or omission of mine/ours of sub-contractors if any, our/their servants or agents which may involve any loss, damage, liability, civil or criminal action.

IN WITNESS WHEREOF THE has set his/their hand on this day \_\_\_\_\_ of \_\_\_\_\_ 2018.

SIGNED AND DELIVERED BY THE

NAME AND ADDRESS

AFORESAID \_\_\_\_\_

Contractor

IN THE PRESENCE OF WITNESSES:

1.

2.

## ANNEXURE - 4

**PROFORMA FOR PERFORMANCE BANK  
GUARANTEE  
(TO BE STAMPED IN ACCORDANCE WITH STAMP ACT, IF ANY,)**

Ref.

Bank Guarantee No,

Date

Indian Institute of Technology Patna

Amhara, Bihta- 801103

Dear Sirs,

We refer to the contract No. \_\_\_\_\_ signed on

\_\_\_\_\_ [dated ] ("the Contract") between you and  
\_\_\_\_\_ ("the contractee")

\_\_\_\_\_ concerning

\_\_\_\_\_  
(Brief description of the scope of work).

By this Bank Guarantee, we, the undersigned,

\_\_\_\_\_ a Bank (or company) organized under the law of  
\_\_\_\_\_ and having its Branch office at

\_\_\_\_\_ and registered /

principal office at \_\_\_\_\_ do hereby irrevocably guarantee

payment to you up to ten (5%) of the Contract price until Ninety (90) days beyond the Completion Period.

We undertake to make payment under this Bank Guarantee upon receipt by us of your first written demand signed by your duly authorized officer declaring the Contractor to be in default under the Contract and without cavil or argument any sum or sums within the above named limits, without your need to prove or show grounds or reasons for your demand and without the right of the Contractor to dispute or question such demand. our liability under this Bank Guarantee shall be to pay you the sum so requested or the amount then guaranteed

hereunder whichever is less in respect of any demand duly made hereunder prior to expiry of the Bank Guarantee, without being entitled to inquire whether or not this payment is lawfully demanded.

This Bank Guarantee shall be valid from the date of issue until Ninety (90) days beyond the Completion Period of the Facilities i.e. upto an inclusive of

\_\_\_\_\_ (year, month and date).

Except for the documents herein specified, no other documents or other action shall be required, notwithstanding any applicable law or regulation.

If the Defect Liability Period is extended with respect to the Facilities in accordance with the Contract, the validity of this Bank Guarantee shall be extended with respect to ten percent (5%) of the Contract Price of that part until expiry of 90 days beyond such extended Completion period.

Our liability under this Bank Guarantee shall become null and void immediately upon its expiry, whether it is returned or not, and no claim may be made hereunder within one month from the date of such expiry or after the aggregate of the sums paid by us to you shall equal the sums guaranteed hereunder, whichever is the earlier.

All notices to be given under shall be given by registered (airmail) posts to the addressee at the address herein set out or as otherwise advised by and between the parties hereto.

We hereby agree that any part of the Contract may be amended, renewed, extended, modified, compromised, released or discharged by mutual agreement between you and the Contractor, and this security may be exchanged or surrendered without in any way impairing or affecting our liabilities hereunder without notices to us and without the necessity for any additional endorsement, consent or guarantee by us, provided, however, that the sum guaranteed shall not be increased or decreased. No action, event or condition which by any applicable law should operate to discharge us from liability hereunder shall have any effect and we hereby waive any right we may have to apply such law so that in all respects our liability hereunder shall be irrevocable and, except as stated herein, unconditional in all respects.

Yours truly,

Name of the Bank

Authorized Signature

Signature of

Witness.Name :

.Address .

Note:

1. The non-judicial stamp papers of appropriate value shall be purchased in the name of the Bank who issues the 'Bank Guarantee'.
2. Performance Security is to be provided by the successful bidder in the form of a Bank Guarantee which should be issued either:
  - (a) by a reputed bank located in the country of Employer and acceptable to the Employer, or
  - (b) by a foreign bank confirmed by either its correspondent bank located in the country of Employer which should be reputed and acceptable to the Employer, or
  - (c) by a Public Sector Bank in the country of Employer.

All banks except Public Sector Banks of the Employer's country shall have with overall international corporate rating or rating of long term debt not less than A- (A minus) or equivalent by a reputed rating agency.

## **ANNEXURE - 5**

### **INTEGRITY PACT**

Between

Indian Institute of Technology, Patna (IITP) hereinafter referred to as “The Principal”,  
and  
..... hereinafter referred to as “The Bidder”

### **Preamble**

The Principal intends to award, under laid down organization procedures, contract/s..... (name of the contract) ..... (hereafter referred to as the ‘Project’. The Principal necessarily require full compliance with all relevant laws of the land, rules, regulation, economic use of resources and of fairness /transparency in its relations with its bidder(s) and/or contract(s).

In order to achieve these goals, the Principal will appoint an independent external Monitor (IEM), who will monitor the tender process and the execution of the contract for compliance with the Integrity pact by all parties concerned, for all works covered in the project.

### **Section 1 – Commitments of the Principal**

- (1) The Principal commits itself to take all measures necessary to prevent corruption and to observe the following principles:
  - No employee of the Principal, personally or through family members or through any channel, will in connection with the tender for, or the execution of a contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
  - The principal will, during the tender process treat all contractor(s)/ Bidder(s) with equity and reason. The Principal will in particular, before and during the tender process, provide to all Contractor(s)/Bidders the same information and will not provide to any Contractor(s)/Bidder(s), confidential / additional information through which the Contractor(s)/Bidder(s) could obtain an advantage in relation to the tender process or the contract execution.
  - The principal will exclude from the process all known prejudiced persons. The principal shall obtain bids from only those parties who have been shortlisted or pre-qualified or through a process of open advertisement/ web publishing or any combination thereof.
- (2) If the Principal obtains information on the conduct of any of its employees, contractor(s) and/or Bidder(s) which is criminal offence under the IPC/PC Act, or there be a substantive suspicion in this regard, the Principal will inform the Chief Vigilance Officer and subject to its discretion, can additionally initiate disciplinary actions.
- (3) The Principle will enter into agreement with identical condition with all contractor(s)/Bidder(s) for the different Work Packages in the aforesaid Project.

### **Section 2 – Commitments of the Bidder(s)/Contractor(s)**

- (1) The Bidder(s)/Contractor(s) commit(s) itself/themselves to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the tender process and during the contract execution.

- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal's employees involved in the tender process or the execution of the contract any material or immaterial benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the tender process or during the execution of the contract.
  - (b) The Bidder(s)/Contractor(s) will not enter with other Bidders into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to introduce cartelization in the bidding process.
  - (c) The Bidder(s)/Contractor(s) will not use improperly, for purposes of competition or personal gain, or pass on to others, any information or document provided by the Principal as part of the business relationship, regarding plans, technical proposals and business details, including information contained or transmitted electronically.
  - (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the name and address of the Agent/representatives in India, if any. Similarly the Bidder(s)/Contractor(s) of Indian nationality shall furnish the name and address of the foreign principals, if any. Further details as mentioned in the "Guideline on Indian Agent of foreign supply" shall be disclosed by the Bidder(s)/Contractor(s). Further as mentioned in guideline all the payment made to the Indian agent /representative have to be in Indian Rupees Only. Copy of the "Guidelines on Indian Agents of foreign Suppliers" is annexed and marked as Annex-"A"
  - (e) The Bidder(s)/Contractor(s) will, when submitting his bid, disclosed any end all payments he has made, is committed to or intends to make agents, brokers or any other intermediaries in connection with the award of the contract.
- (2) The Bidder(s)/Contractor(s) will not instigate third persons to commit offenses outlined above or be an accessory to such offenses.

### **Section 3-Disqualification from tender process and exclusion from future contracts**

- (1) If the Bidder(s)/Contractor(s), before contract awarding the project or during execution has committed a transgression through a violation of Section 2 above or in any other form such as to put his reliability or credibility in question, the Principal, at its sole discretion, is entitled to disqualify the Bidder(s)/Contractor(s) from the tender process or to terminate the contract, if already awarded, for that reason, without prejudice to any other legal rights or Remedies available to the Principal under the relevant clause of GCC/SCC of the Tender/contract.
- (2) If the Bidder(s)/Contractor(s) has committed a transgression through a violation of any other form so as to put his reliability or credibility into question the Principal will also be entitled to exclude such Bidder(s)/Contractor(s) from future tenders/contract award processes. The imposition and duration of exclusion will be determined by the Principal, Keeping in view the severity of the transgressions. The severity will be determined by the circumstances of the case, in particular, the number of transgression and/or the amount of damage.
- (3) If it is observed after payment of final bill but before expiry of validity of integrity pact that the contractor has committed a transgression, through a violation of any of the term under section 2 above or any other term(s) of this pact, during the execution of contract, the principal will be entitled to exclude the contractor from the further tender/contract award processes.
- (4) The exclusion will be imposed for a minimum period of six (6) months and a maximum period of three (3) years).
- (5) If the Bidder(s)/Contractor(s) can prove that he has restored / recouped the damage to the principal caused by him and has installed a suitable corruption prevention system, the Principal may, at its sole discretion, revoke or reduce the exclusion period before the expiry of the period of such exclusion.

### **Section 4 – Compensation for Damages**

- (1) If the Principal has disqualified the Bidder(s)/Contractor(s) from the tender process prior to the award according to Section 3, the Earnest Money Deposit (EMD)/Bid security furnished, if any along with the offer as per term of the invitation of the tender, shall also be forfeited. The Bidder(s)/Contractor(s) understand and agree that this will be imposed by the principal, in term of Section 3 above.
- (2) If at any time after the awarding of the project, the principal has terminated the contract according to section 3, or if the Principal is entitled to terminate the contract according to Section 3, the security Deposit/Performance Bank Guarantee furnished by the contractor, if any as per term of the NIT/Contract shall be forfeited without prejudice to any other legal rights and remedies available to

the principal under the relevant clause of General/Special Condition of contract. The Contractor(s)/Bidder(s) understand and agrees that this will be in Additional to the disqualification and exclusion of the Bidder(s)/Contractor(s), As may be imposed by the Principal in term of Section 3 above.

### **Section 5 – Previous Transgression**

- (1) The Bidder(s)/Contractor(s) herein declares that it is has committed no transgression in the last 3 years with any other Company in any country conforming to the anti corruption approached as detailed herein or with Government/any other Public Sector Enterprise in India that could justify its exclusion from the tender process.
- (2) If at any point of time during the tender process or after the awarding of the contract, it is found that the Bidder(s)/Contractor(s) has made an incorrect statement on this subject, he can be disqualified from the tender process or if, as the case be, terminated for such reason and the Bidder(s)/Contractor(s) can be black listed in terms of Section 3 above.

### **Section 6 – Independent External Monitor / Monitors**

- ((1) The Principal shall, in case where the project value is in excess of Rs. 50 crores and above, appoint competent and credible Independent Monitor(s) with clearance of Central Vigilance Commission. The monitor shall review independently, the case referred to it to access whether and to what extent the parties concerned comply with the obligations under this Integrity Pact.
- (2) The case of non-compliance of the provision of the Integrity Pact, the complaint/ non-compliance is to be lodged by the aggrieved party with the nodal officer only as shall be appointed by the HOD IWD. The nodal Officer shall refer the complaint/ non-compliance so received by him to the aforesaid monitor.
- (3) The Monitor will not be subject to instructions by the representatives of the parties and will perform its functions neutrally and independently. The monitor shall reports to the HOD IWD, IITP.
- (4) The Bidder(s)/Contractor(s) accepts that the Monitor shall have the right to access, without restriction, all Project documentation of the Principal including that provided by the Contractor. The Contractor will also grant the Monitor, upon his/her request and demonstration of a valid interest, unrestricted and unconditional access to this project documentation. The Monitor is under contractual obligation to treat the information and documents of the Bidder(s)/Contractor(s) with confidentiality.
- (5) The Principal will provide to the Monitor sufficient information about all meetings among the parties related to the Project provided such meetings could have an impact on the contractual relations between the Principal and the Contractor.
- (6) As soon as the Monitor notices, or believes to notice, a violation of this Pact, he will so inform the Principal and request the Principal to discontinue and/or take corrective action or to take other relevant action. The Monitor can in this regard submit non-binding recommendation. However, beyond this the Monitor has no right to demand from the parties that they act in a specific manner and/or refrain from action or tolerate action.
- (7) The Monitor will submit a written report to the Director, IITP within 4 to 6 weeks from the date of reference or intimation to it and should the occasion arise, submit proposals for corrective action for the violation or the breaches of the provision of the agreement noticed by the monitor.
- (8) If the Monitor has reported to the Director, IITP of a substantiated suspicion of an offense under relevant IPC/PC Act and the Director, IITP has not, within reasonable time, taken visible action to proceed against such offense or reported it to the Chief Vigilance Office, the Monitor may also transmit this information directly to the Central Vigilance Commissioner, IITP.
- (9) The word 'Monitor' means Independent External Monitor and includes both singular and plural forms.

### **Section 7 – Criminal charges against violating Bidders/Contractors/Subcontractors**

If the Principal obtains knowledge of conduct of a Bidder/Contractor or an employee or a representative or an associate of a Bidder/Contractor, which constitutes a criminal offence under the IPC/PC Act, or if the Principal has substantive suspicion in this regard, the Principal will forthwith inform the same to the Chief Vigilance Office, IITP.

### **Section 8 – Duration of Integrity Pact**

This Pact shall come into force when both parties have legally signed it. The Pact shall expire, in case of the contractor(s), 3 (three) month after the last payment under the contract is made and in case of the unsuccessful bidder(s), 2 (two) month after the contract for the project has been awarded. If any claim is made/loaded during this time, the same shall be binding and continue to the valid despite the laps of the pact as specified above, unless it is discharged/determined by HOD IWD of IITP.

The Bidder(s)/Contractor(s), however, understand and agrees that even upon the completion of the Project and/or the last payment under the Contract having been made, if any transgression / violation of the terms of this pact comes/is brought to the notice of the principal, it may, subject to its discretion, blacklist and/or exclude such Bidder(s)/Contractor(s) as provided for in section 3, without prejudice to any other legal right or remedy so available to the Principal.

**Section 10 – Other provisions**

- (1) This agreement is subject to Indian Law. Place of performance and jurisdiction is the Registered Office of the Principal, Patna.
- (2) Changes and supplements as well as termination notices need to be made in writing.
- (3) If the Bidder/Contractor is a partnership or a consortium, this agreement must be signed by all partners or consortium members.
- (4) Should one or several provisions of this agreement turn out to be invalid, the remainder of this agreement shall remain valid and binding. In such a case, the parties will strive to come to an agreement to their original intentions.
- (5) Wherever he of his as indicated in the above sections, the same may be read As he/she, as the case may be.

\_\_\_\_\_  
(For & behalf of the Principal)  
(Office Seal)

\_\_\_\_\_  
(For the Bidder/Contractor)  
(Office Seal)

Date.....

Witness 1:  
(Name & Address) .....

Witness 2:  
(Name & Address) .....

## **ANNEXURE - 6**

### **TENDER ACCEPTANCE LETTER**

(On Company / firm's Letterhead)

To, Date:  
The Registrar  
I.I.T. Patna,  
Bihta, Patna – 801106.

Sir,

**Ref: Tender No. IITP/IWD/ELECT/RS/NIT-02/2020-21 for “Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna’**

I/we have carefully gone through the Terms & Conditions as mentioned in the above referred Tender document as per your advertisement, given in the abovementioned website(s).

1. I/we declare that all the provisions of this Tender are unconditionally acceptable to my company. I /we further certify that I'm an authorized signatory of my company and am, therefore, competent to make this declaration.

2. I/we hereby certify that I/we have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like annexure(s), schedules(s), etc.,) which form part of the contract agreement and I/we shall abide hereby by the terms / conditions /clauses contained therein.

3. The corrigendum(s) issued from time to time by your department /organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/we certify that all information furnished by the our Firm is true and correct and if at any stage, it has been found that the agency has furnished any wrong declaration / forged documents, the Competent Authority of IIT Patna may terminate contract with immediate effect without assigning any reason thereof and suitable legal action should be taken against the agency which may include blacklisting / debarment from participating in any tender of IIT Patna for the period, approved by the competent authority.

Yours faithfully,

(Signature of the Bidder, with Official Seal)



## ANNEXURE - 7

### DECLARATION OF ANNUAL TURNOVER (Balance Sheet)

(On Company / firm's Letterhead)

Date:

To,

The Registrar

I.I.T. Patna,

Bihta, Patna – 801106.

Sir,

**Ref: Tender No. IITP/IWD/ELECT/RS/NIT-02 /201-21 for “Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna’**

1) I/we hereby declare that, our firm's Annual Turnover as follows, and I/we have also supported an Audited Accounts for your references:

F. Y. 2016 – 17	
F. Y. 2017– 18	
F. Y. 2018 – 19	

Yours faithfully,

(Signature of the Bidder, with Official Seal)

**ANNEXURE - 8**  
**DETAILS OF THE FIRM**

**Ref: Tender No. IITP/IWD/ELECT/RS/NIT- 02/20-21 for “Non-comprehensive Annual Maintenance Contract of Fire Fighting & Fire alarm system at IIT Patna’.”**

1.	Name of Firm	
2.	Registered/Postal Address	
3.	Working Office Address in Patna	
4.	Working Email id	
5.	Telephone no/Fax no/Mobile	
6.	Particulars of Registration with various government bodies/organization.	
7.	Details of Similar nature projects completed during past seven years.(Attach separate sheet if needed)	
8.	Were you ever debarred/ blacklisted by any department during the past seven years?	
9.	Name of Directors /Partners with Address	
10.	Permanent Account Number (PAN) No	
11.	GST Registration No. if applicable	
12.	<b>BANK DETAILS:</b>	
a.	Bank Name	
b.	Branch Address	
c.	Account No	
d.	Type of Account (Current/Savings)	
e.	MICR No.	
f.	IFSC Code	

Date: Name of the Authorized Signatory

Place: Stamp & Signature

**ANNEXURE - 9**

**TECHNICAL STAFF DETAIL**

<b>Staff Detail</b>	<b>Name</b>	<b>Qualification</b>	<b>Experience</b>
<b>Engineer/Supervisor</b>			
<b>Technician</b>			

### **Special condition for Safety at the Work Site**

The contractor will identify one of the supervisors for taking care of implementation of Safety systems.

The Contractor should follow the following General Guidelines governing the safety rules as laid down under:

1. Nobody is allowed to work without wearing safety helmet. Chinstrap of safety helmet shall be always on. Drivers, helpers and operators are no exception.
2. No one is allowed to work at or more than three meters height without wearing safety belt and anchoring the lanyard of safety belt to firm support preferably at shoulder level.
3. No one is allowed to work without adequate foot protection.
4. Usage of eye protection equipment shall be ensured when workmen are engaged for grinding, chipping, welding and gas-cutting. For other jobs as and when site safety co-ordinator insists eye protection has to be provided.
5. All safety appliances like Safety shoes, Safety gloves, Safety helmet, Safety belt, Safety goggles etc. shall be arranged before starting the job.
6. All excavated pits shall be barricaded & barricading to be maintained till the backfilling is done. Safe approach to be ensured into every excavation.
7. Adequate illumination at workplace shall be ensured before starting the job at night.
8. All the dangerous moving parts of the portable / fixed machinery being used shall be adequately guarded.
9. Ladders being used at site shall be adequately secured at bottom and top. Ladders shall not be used as work platforms.
10. Material shall not be thrown from the height. If required, the area shall be barricaded and one person shall be posted outside the barricading for preventing the tre-passers from entering the area.
11. Other than electricians no one is allowed to carry out electrical connections, repairs on electrical equipment or other jobs related thereto.
12. All electrical connections shall be made using 3 or 5 core cables, having a earth wire.
13. Inserting of bare wires for tapping the power from electrical sockets is completely prohibited.
14. A tools and tackles inspection register must be maintained and updated regularly.
15. Debris, scrap and other materials to be cleared from time to time from the workplace and at the time of closing of work every day.
16. All the unsafe conditions, unsafe acts identified by contractors, reported by site supervisors and / or safety personnel to be corrected on priority basis.
17. No children shall be allowed to enter the workplace.

18. All the lifting tools and tackles shall be stored properly when not in use.
19. Clamps shall be used on Return cables to ensure proper earthing for welding works.
20. Return cables shall be used for earthing.
21. All the pressure gauges used in gas cutting apparatus shall be in good working condition.
22. Proper eye washing facilities shall be made in areas where chemicals are handled.
23. Connectors and hose clamps are used for making welding hose connections.
24. All underground cables for supplying construction power shall be routed using conduit pipes.
25. Spill trays shall be used to contain the oil spills while transferring / storing them.
26. Tapping of power by cutting electric cables in between must be avoided. Proper junction boxes must be used.

Registrar  
IIT Patna