



भारतीय विदेश व्यापार संस्थान
INDIAN INSTITUTE OF FOREIGN TRADE

आई.आई.एफ.टी. कोलकाता परिसर के लिए शैक्षिक एवं आवासीय भवन
EDUCATIONAL AND RESIDENTIAL BUILDING FOR KOLKATA
CAMPUS OF IIFT

OPERATION & COMPREHENSIVE MAINTENANCE OF FIRE FIGHTING
SYSTEM AT IIFT KOLKATA CAMPUS

निविदा पत्र
TENDER DOCUMENT

अनुबंध की शर्त
CONDITION OF CONTRACT

निविदासंदर्भसंख्या / TENDER REF. NO.:IIFT(K)/ENG/2021-22/FFS

दिनांक / DATED:- 15/07/2021

INDIAN INSTITUTE OF FOREIGN TRADE
(A deemed to be University under Ministry of Commerce and Industry, Govt. of India)
Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

निविदासंख्या/Tender No.: IIFT(K)/ENG/2021-22/FFS **दिनांक / DATED:- 15/07/2021**

**SUB.-:OPERATION&COMPREHENSIVE MAINTENANCE OF FIRE
FIGHTING SYSTEM AT IIFT KOLKATA CAMPUS**

:: I N D E X ::

Sec. No.	Item	Page No.
1	Detailed NIT	3 – 5
2	Tender Information	6
3	Scope of Work & Technical Specifications	7 – 10
4	General Instructions to Bidders(GIB)	11 – 17
5 (Part-A)	General (Commercial) Conditions of Contract (GCC)	18 – 22
5 (Part-B)	Special (Commercial) Conditions of Contract (SCC)	23
6 (A & B)	Undertaking & declaration, Near Relationship certificate	25 – 26
7 (A & B)	Performa (s) for PBG, Letter of authorization	27 – 29
8	Bidder's Profile & Questionnaire	30– 31
Annexure – A	Draft Agreement	32 – 33
9 (Part-A)	Technical Bid Letter	34
9 (Part-B)	Financial Bid Letter & Price Schedule	35– 36

Section-Officer (Admin)
Indian Institute of Foreign Trade
Kolkata Campus

SECTION – 1

NOTICE INVITING TENDER (NIT)

INDIAN INSTITUTE OF FOREIGN TRADE

(A deemed to be University under Ministry of Commerce and Industry, Govt. of India)

Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107

निविदासंख्या/Tender No.: IIFT(K)/ENG/2021-22/FFS

दिनांक / Date: 15/07/2021

- 1.0 Sealed tenders in Single Stage Two Envelope method (Part-A: Techno-commercial bid and Part-B: Financial bid) are invited on behalf of the Director, IIFT for undertaking following works:

Sl. No.	Name of the Item/ Work	Estimated Cost (Including all)	Tender Fee
1.	OPERATION & COMPREHENSIVE MAINTENANCE OF FIRE FIGHTING SYSTEM AT IIFT KOLKATA CAMPUS	Rs.13,92,000/-	Rs.1,000/-

- 2.0 Time Period:-One Year

- 3.0 Purchase of Tender Document:- The tender document has to be downloaded from IIFT website www.iift.edu / www.eprocure.gov.in

- 3.1 The bidders downloading the tender document are required to submit the tender fee amounting to **Rs.1,000/-** (Rupees One Thousand only) through DD/ Banker's cheque along with bid, failing which the tender bid shall be left archived unopened/ rejected. The DD/ banker's cheque shall be drawn from any Nationalized/ Scheduled Bank in favour of "Indian Institute of Foreign Trade" and payable at "Kolkata".

- 3.2 The tender documents shall be issued free of cost to NSIC/MSME registered bidders on production of requisite proof in respect of valid certification from NSIC/MSME for the tendered item/services.

4.0 Eligibility Criteria:-

- a) The bidder should have satisfactorily completed similar work (work of Comprehensive Maintenance and operation of Fire Fighting System) during last three year as detailed below :

- i) ONE similar work of aggregate cost not less than 80% of estimated cost i.e.Rs.11,13,600/-each or more per year from any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/ State Government or Public Sector Banks or private organization.

OR

- ii) TWO similar works of aggregate cost not less than 60% of the estimated cost i.e. Rs.8,35,200/- each or more per year from any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/ State Government or Public Sector Banks or private organization.

OR

iii) THREE similar works of aggregate cost not less than 40% of the estimated cost i.e. Rs.5,56,800/- each or more per year from any Departments/Autonomous Institutions/Public Sector Undertakings of the Government of India/ State Government or Public Sector Banks or private organization.

b) The bidder should have a valid PAN.

c) The bidder should have Goods and Service Tax Registration Certificate. Copy of Registration Certificate is to be submitted as part of bid and bidder has to give a self-declaration that bidder is not black listed by GST authorities.

OR

The bidder should produce certificate that bidder is exempted to register under the Goods and Services Tax (GST).

d) The bidder has to register himself/herself/itself within one month of award of work with the appropriate authorities under Employees Provident Fund and Employees State Insurance Acts, if not already registered.

4.1 The experience certificate should be on the letter head of the organization with name, designation and contact number along with the office seal of issuing authority. The Certificate should be signed/issued by the authority not less than the "Gazetted Officer/Manager" rank officer for Govt. /semi govt./PSU/Private organizations and should be supported by "TDS" certificate, if issued by authorities of private organizations.

4.2 The bidders shall submit necessary documentary proof showing that they meet the eligibility criteria along with their tender bid. All documents submitted will also be self-attested by the bidder.

5.0 Bid Security / EMD:

The bidder should not submit any earnest money but furnish the "Bid security Declaration" accepting that if they withdraw or modify their bids during the period of validity etc., they will be suspended for the time specified in the tender documents.

6.0 Submission of Tender bids:- The tender should be submitted as detailed below:-

Envelope-1: Comprising of tender document with all relevant papers duly signed. The envelope should be super scribed as "**Technical Bid for Operation and Comprehensive Maintenance of Fire Fighting System**".

Envelope-2: Comprising of Price Bid. The envelope should be super scribed as "**Price Bid for Operation and Comprehensive Maintenance of Fire Fighting System**".

Envelope 1 & Envelope 2 shall be enclosed in a big envelope super scribed as "**Tender for Operation and Comprehensive Maintenance of Fire Fighting System**" should be submitted to the **Section-Officer**

(Admin), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107”.

- 7.0 Last Date & Time of Submission of Tender bids:-05/08/2021 at 15:00 hrs.**
- 8.0 Opening of Tender bids:**
- 8.1** The Tender shall be opened in the presence of intending renderers or their authorized representatives, who choose to attend, at time & specified date.
- 9.0 Date & Time of Opening of Tender Bids:**
- 9.1** Technical Bid:- 05/08/2021 at 16:00 hrs.
- 9.2** Financial Bid:- The date will be intimated later on to the responsive bidders only.
- 10.0** Tender bids received after due date &time will not be accepted.
- 11.0** Incomplete, ambiguous, conditional, unsealed tender bids are liable to be rejected.
- 12.0** The purchaser reserves the right to accept or reject any or all tender bids without assigning any reason. The purchaser is not bound to accept the lowest tender.
- 13.0** The bidder shall furnish a declaration in his letter head that no addition / deletion / corrections have been made in the downloaded tender document being submitted and it is identical to the tender document appearing on the website.
- 13.1** In case of any correction/ addition/ alteration/ omission in the tender document, the tender bid shall be treated as non-responsive and shall be rejected summarily.
- 14.0** The supplier has to indemnify IIFT against loss of input tax credit on account of Black-listing of supplier during tenure of contract.
- 15.0** IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration of invoice by supplier.
- 16.0** All queries should be mailed to engkol@iift.edu before 29.07.21

Note 1: If date fixed for sale/submission opening of bids is subsequently declared as holiday by the IIFT, the revised date will be notified. In the absence of such notification, the date for sale/submission/opening shall be on next working day, time and venue remaining unaltered.

Note 2: All documents submitted in the bid offer should be preferably in English. In case the certificate viz. experience, registration etc. is issued in language other than English, the bidder shall attach an English translation of the same duly attested by the bidder & the translation to be true copy in addition to the relevant certificate.

Note 3: All computer generated documents should be duly signed/ attested by the bidder/ vendor organization.

Section-Officer (Admin)
Indian Institute of Foreign Trade
Kolkata Campus
Tel. No.: (033) 2419 5700 / 5900
Fax: (033) 2443 2454
E-mail: engkol@iift.edu

SECTION – 2

TENDER INFORMATION

OPERATION & COMPREHENSIVE MAINTENANCE OF FIRE FIGHTING SYSTEM AT IIFT KOLKATA CAMPUS

1. Type of tender:
 - a) Single Stage Two Envelope system.
 - b) Techno-commercial & Financial bid to be submitted to Section-Officer (Admin), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata–700107.
2. **Bid Validity Period / Validity of bid Offer:** - 90 days from the tender opening date.
3. The bid is invited in **single stage two envelope systems:**
 - 3.1 Techno-commercial envelope, shall contains following documents:
 - i) Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause 4 of the NIT. Viz;
 - a) Experience certificate.
 - b) Copy of PAN
 - c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
 - d) EMD Declaration.
 - e) DD/ Bankers cheque Details of Tender Documents Fee in case of downloaded.
 - f) Tender document.
 - ii) Bidder's Profile & Questionnaire duly filled & signed.(Section-8)
 - iii) Near-Relation Certificate duly filled & signed.(Section - 6B)
 - iv) Undertaking & declaration duly filled & signed.(Section - 6A)
 - v) Documents (self-attested) stated in Clause-10 of Section-4. Viz;
 - a) Valid NSIC/MSME certificate, if any.
 - b) Certificate of incorporation, if any.
 - c) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

3.2 **Financial envelope** shall contain Price Schedule. (Section-9 Part B (Table A))

Note 1: First techno-commercial bid will be opened and evaluated by TEC. The financial bid of only responsive bidders shall be opened.

Section-Officer (Admin)
Indian Institute of Foreign Trade
Kolkata Campus

SECTION – 3

OPERATION & COMPREHENSIVE MAINTENANCE OF FIRE FIGHTING SYSTEM AT IIFT KOLKATA CAMPUS

SCOPE OF WORK

1. Operation & Maintenance of Fire Fighting System at IIFT, Kolkata:

IIFT Kolkata Centre has three blocks, Administrative/Academic Block, Hostel Block, Faculty Block in 1583, Madurdaha, Chowbhaga Road, Ward No. 108, Borough – XI, Kolkata – 700 107. The Staff to be deputed for Operation and Routine Maintenance work in the Institute's premises are as follows:

- a) Staff to be deputed in three shifts.
- b) Two persons must be available round the clock.

FIRE EXTINGUISHER

c) Detail of Fire Extinguishers in IIFT Kolkata.

Description	Qty.
Powder Stored Pressure (ABC) type (Capacity 6 Kg.)	61 nos.
(Capacity 4 Kg.)	04 nos.
(Capacity 2 Kg.)	06 nos.
M foam type (Capacity 45 Kg.)	02 nos.

Part I: Scope of Maintenance

The person should know the operation of FIRE EXTINGUISHER. If any fire extinguisher is operated during the emergency situation etc, or weight loss is noted as prescribed in schedule, the same should be recorded got tested & filled as per specification & schedule under intimation to Maintenance-in-charge.

Part II: SPECIFICATION & SCHEDULE FOR REFILLING AND MAINTENANCE OF FIRE EXTINGUISHER.

1. The entire work shall be carried out as per IS 15683:2006 as amended up to date. In case of any doubt or confusion the decision of Maintenance-in-charge shall be final & binding.

2. DRY CHEMICAL POWDER TYPE FIRE EXTINGUISHER (ABC)

The dry powder extinguishers should be opened in a dry room and for a minimum possible time to avoid effect of atmospheric moisture on powder.

Dry powder extinguisher should be operated before refilling the extinguisher to ensure that there is no pressure in the extinguisher.

The extinguisher should be weighed to check specified weight. It should be taken for refilling if the loss is more than 10% of weight.

The operating mechanism, discharge control for free movement and closing shall be checked. Nozzle, hose, vent and hole, piercing mechanism of cap cartage holder etc. shall be checked and servicing etc. as required shall be done, if grease is used for servicing, the same shall be wiped clean.

The dust/dirt etc. from the extinguisher shall be removed using dry air.

The replacement of cartridge to be carried out in presence of maintenance-in-charge.

The refilling testing shall be required to be done once in 3 year. In case lump etc. in powder is formed or dry powder has been used or loss in weight is more than 10% of prescribed weight, it shall be brought to the notice of Maintenance-in-charge and shall be filled in his presence after recording the reasons for refilling.

3. M FOAM TYPE FIRE EXTINGUISHER.

- (a) The recharging of M FOAM and hydraulic pressure testing of that cylinder should be got done from the refilling plant approved by appropriate authority.
- (b) Necessary certificate of approval by appropriate authority for recharging plant shall be submitted.
- (c) Hydraulic pressure testing report of each cylinder to be refilled (indicating Sl. No of each cylinder) shall be submitted along with the bill.
- (d) If any cylinder does not withstand hydraulic pressure test, the same should be returned along with the report
- (e) The horn, hose and assembly shall be examined for proper neatness.
- (f) The refilling and testing shall be required to done once in 3 year. In case it is used or its weight loss is more than 10% of prescribed weight, it shall be brought to the notice of maintenance-in-charge and shall be filled after recording the reasons of refilling and approval.

4. Prescribed schedule for refilling, operational test on fire extinguisher and Hydraulic test pressure to be carried out before refilling as detail below:-

SL. No.	Type of fire extinguisher	Refilling/ Performance test interval	Hydraulic test pressure

5. Halon type extinguishers are banned and shall not be recharged, but the details, shall be furnished to Maintenance-in-charge.
6. The weight details of each cylinder shall be furnished in the following Performa and shall be submitted along with the bill.

Name of Buildings: -

Floor:-

TYPE OF Extinguisher	Sr. No. of Cylinder	Date of refilling (Year of manufacturing in case of first refilling)	Original weight noted on cylinder A	Actual weight during inspection	Percentage Loss (In "%")	Prescribed period for refilling / operated for performance test as per specification	Whether refilling is required as per prescribed period or earlier	Reasons if refilling is required before prescribed period
					$\frac{(A - B)}{A} * 100$			

Date -

Signature of Service Engineer

Signature of Technical Assistance

The register of fire extinguisher shall be prepared for inspection maintenance and operational history and shall be submitted along with the bill having details for each cylinder in one page as per following format.

Sl.No of Extinguisher	Type of Fire Extinguisher	Year of manufacture	Capacity	Make	Location	Six monthly inspection Date	Actual inspection Date	Refilled on	Due for refilling	Remarks

One copy of above details shall be pasted on the cylinder also.

Materials

1. Expenses of Transportation, Testing & Filling at approved Station shall be borne by agency.
2. Cost of new Cylinder (if required after certification by Contractor and TA, IIFT) will be borne by IIFT.
3. Cost of refilling of Cylinders after 3 years (as prescribed in point no.2) shall be borne by IIFT.

However, contingent expenses of transporting of cylinders etc. shall be borne by the contractor.

Special Condition:

1. Half yearly mock drill shall be carried out in consultation with the maintenance-in-charge and nothing extra shall be payable on this account.

FIRE FIGHTING & WET RISER SYSTEM

Part I - Scope of Maintenance

1. To maintain the system in healthy working condition.
2. Carry out drills/ tests/maintenance routine as specified
3. Operate firefighting system when required and organize 1st Aid level firefighting operations in case of fire.
4. Vendor shall replace the set of batteries for diesel engine of firefighting system once during the currency of contract.

Part II - Tasks to be performed with in first 15 days

1. Identify persons for firefighting, system maintenance and operation. Familiarize them with the system and its working and ensure that they will be able to operate it when required.
2. Inspect the entire installation for proper working, shortcomings, to be recorded and brought to the notice of Maintenance-In-Charge.
3. Educate maintenance. Personnel regarding steps to be taken in case of fire.

Part III - Maintenance schedule to be followed

1. Test the working of wet — riser system including diesel pump every day. The procedure to be decided in consultation with maintenance-in-charge and recorded for future reference.
2. Organize a drill once in six months to demonstrate proper functioning of the system in consultation with maintenance--in-charge.
3. Daily check of the water pressure in the system. The required pressure is to be maintained at the farthest point of the building.
4. Daily check of the water in firefighting underground tank. If water not available, IIFT to be informed. Necessary water arrangements to be made.
5. Oil/filter change of diesel engine shall be done as per manufacturer recommendations.
6. Painting of yard hydrant cabinets, air vessels, exposed pipes once in two years.

Part IV - Materials

1. All material required for upkeep of the system shall be arranged by the contractor at his own cost. Also cost of transportation of diesel from petrol pump to IIFT will be borne by the contractor. However, new pipes, hydrants (if required to be replaced) shall be borne by IIFT.

Part V -Special Conditions Relevant in particular job / Particular site

1. In case of fire, the maintenance staff of the firm shall operate the systems and organize First Aid operations. Also inform building in-charge/ Fire brigade immediately.
2. Arrange inspection of expert if desired by Engineer-In-charge to identify persistent problem.
3. Failure of system during fire will invite levy of compensation as per the terms (penalty clause) of the agreement.

SECTION – 4

GENERAL INSTRUCTIONS TO BIDDERS (GIB)

1.0 DEFINITIONS:

- (a) **"The Purchaser"** means the Indian Institute of Foreign Trade (IIFT), New Delhi.
- (b) **"The Bidder"** means the individual or firm who participates in this tender and submits its bid.
- (c) **"The Supplier"** or **"The Vendor"** means the individual or firm supplying the goods/services under the contract.
- (d) **"The Goods/Services"** means all the equipment, machinery, and/or other materials/services which the Supplier is required to supply to the Purchaser under the contract.
- (e) **"The Advance Purchase Order"** or **"Letter of Intent"** means the intention of Purchaser to place the Purchase Order on the bidder.
- (f) **"The Purchase Order"** means the order placed by the Purchaser on the Supplier signed by the Purchaser including all attachments and appendices thereto and all documents incorporated by reference therein. The purchase order shall be deemed as **"Contract"** appearing in the document.
- (g) **"The Contract Price"** means the price payable to the Supplier under the purchase order for the full and proper performance of its contractual obligations.
- (h) **"Successful Bidder(s)"** means the bidder(s) to whom work in this tender is awarded.

2.0 ELIGIBILITY CONDITIONS:

- 2.1 Kindly refer to Clause 4 of Section – 1 i.e. NIT.

3.0 COST OF BIDDING:

- 3.1 The bidder shall bear all costs associated with the preparation and submission of the bid. The Purchaser will, in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

4.0 DOCUMENTS REQUIRED:

- 4.1 The goods/services required to be supplied; bidding procedures and contract terms and conditions are prescribed in the Bid Documents. The contents of the Bid documents are specified in the covering letter.
- 4.2 The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Documents and clarifications/ amendments/ addenda, if any. Failure to furnish all information required as per the Bid Documents or submission of the bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid.

5.0 CLARIFICATION OF BID DOCUMENTS:

- 5.1** A prospective bidder, requiring any clarification on the Bid Documents shall notify the Purchaser in writing by FAX or by E-mail of the Purchaser as indicated in the invitation of Bid. The Purchaser shall respond in writing to any request for the clarification of the Bid Documents, which it receives **10 days prior to the date of opening of the Tenders**. Copies of the query (without identifying the source) and clarifications by the Purchaser shall be sent to all the prospective bidders who have received the bid documents.
- 5.2** Any clarification issued by IIFT in response to query raised by prospective bidders shall form an integral part of bid documents and shall amount to an amendment of the relevant clauses of the bid documents.

6.0 AMENDMENT OF BID DOCUMENTS:

- 6.1** The Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, may modify bid documents by amendments prior to the date of submission of Bids with due notification to prospective bidders.
- 6.2** The amendments shall be notified in writing by FAX or E-mail to all prospective bidders on the address intimated at the time of purchase of the bid document from the purchaser and these amendments will be binding on them.
- 6.3** In order to afford prospective bidders a reasonable time to take the amendment into account in preparing their bids, the purchaser may, at its discretion, extend the deadline for the submission of bids suitably.

7.0 DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall ensure availability of the following components:

- (a) Documentary evidence establishing that the bidder is eligible to bid and is qualified to perform the contract if its bid is accepted in accordance with the Clause 2 & 10.
- (b) Bid Security Declaration furnished in accordance with Clause 12.

8.0 BID FORM:

- 8.1** The bidder shall complete the bid form and appropriate Price Schedule furnished in the Bid Documents, indicating the goods/services to be supplied, brief description of the goods/services, their quantity and prices as per Section- 9.

9.0 BID PRICES:

- 9.1** The bidder shall give the total composite price including packing, forwarding, freight and insurance etc. but excluding Goods and Service Tax which will be paid extra. The basic unit price and all other components of the price need to be individually indicated in each column for the services under the contract as per the price schedule given in Section-9 Part-B.
- 9.2** A bid submitted with an adjustable price quotation will be treated as non-responsive and rejected.
- 9.3** "DISCOUNT if any, offered by the bidders shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc. into account".

10.0 DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATION:

- 10.1** The bidder shall furnish, as part of the bid documents establishing the bidder's eligibility, the following documents (whichever is required) as per terms and conditions of Bid Documents:
- (a) Valid NSIC/MSME Certificate, if applicable. In case the ownership of such MSE Entrepreneurs happens to be from SC/ST category, proof in this regard also need to be submitted.
 - (b) Documents to establish the eligibility and qualification of bidder as specified in Section-1.

- (c) Power of Attorney as per Clause 14.3 (a) and (d) and authorization for executing the power of Attorney as per Clause 14.3 (b) or (c).
- (d) Certificate of incorporation.
- (e) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

11.0 DOCUMENTS ESTABLISHING GOODS/SERVICES' CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause-7, the bidder shall furnish, as part of its bid, documents establishing the conformity of its bid to the Bid Documents of all goods and services which he proposes to supply under the contract.

12.0 BID SECURITY DECLARATION/ EMD DECLARATION:

12.1 The bidder shall furnish, as part of its bid, a bid security declaration as mentioned in Section-1(NIT).

12.2 The bid security is required to protect the purchaser against the risk of bidder's conduct.

12.3 A bid not secured in accordance with Para 12.1 & 12.2 shall be rejected by the purchaser being non-responsive at the bid opening stage and archived unopened.

12.4 The successful bidder's bid security declaration will be not granted after the bidder's acceptance of the advance purchase order satisfactorily in accordance with Clause-27 and furnishing the performance security.

13.0 PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for period specified in Clause-2, Section-2 of Tender Information. A bid valid for a shorter period shall be rejected by the purchaser being non-responsive.

13.2 In exceptional circumstances, the purchaser may request the consent of the bidder for an extension to the period of bid validity. The request and the response thereto shall be made in writing. The bid security provided under Clause-12 shall also be suitably extended. The bidder may refuse the request without forfeiting its bid security. A bidder accepting the request and granting extension will not be permitted to modify its bid.

14.0 FORMAT AND SIGNING OF BID:

14.1 The bidder shall submit his bid through sealed envelopes complying all eligibility conditions, other terms and conditions of tender document to be read along with the clarifications and amendments issued in this respect. All the documents must be authenticated, by hand signatures, by the authorized person. The letter of authorization shall be indicated by written power-of-attorney accompanying the bid.

14.2 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person or persons signing the bid. All pages of the original bid, shall be signed by the person or persons signing the bid.

14.3 Power of Attorney

- (a) The power of Attorney should be submitted and executed on the non-judicial stamp paper of appropriate value as prevailing in the concerned states(s) and the same be attested by a Notary public or registered before Sub-registrar of the state(s) concerned.
- (b) The Power of Attorney be executed by a person who has been authorized by the Board of Directors of the bidder in this regard, on behalf of the Company/ Institution/ Body corporate.
- (c) In case of the bidder being a firm, the said Power of Attorney should be executed by all the partner(s) in favour of the said Attorney.
- (d) Attestation of the specimen signatures of authorized signatory by the Company's/ firm's bankers shall be furnished. Name, designation, Phone number, mobile number, email address and postal address of the authorized signatory shall be provided.

15.0 SEALING AND MARKING OF BIDS:

- (a) The bid should be submitted as per Clause-3, Section 2 of tender information.

- (b) The envelope shall bear the name of the tender, the tender number and the words 'DO NOT OPEN BEFORE' (due date & time).
- (c) The envelope shall indicate the name and complete postal address of the bidder to enable the purchaser to return the bid unopened in case it is declared to be received 'late'.
- (d) The bid should be deposited in the tender box provided by tendering authority or sent by registered post or delivered in person on below mentioned address (address is given in (e) below). The responsibility for ensuring that the tenders are delivered in time would vest with the bidder.
- (e) Bids sent by registered post or delivered in person shall be delivered upto specified time & date as stated in NIT to “**Section-Officer (Admin), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107**”. The purchaser shall not be responsible, if the bids are delivered elsewhere.
- (f) Venue of Tender Opening:
The tenders will be opened in the chamber of “**Section-Officer (Admin), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107**” at specified time & date as stated in NIT.

16.0 SUBMISSION OF BIDS:

- 16.1** Bids must be submitted by the bidders on or before the specified date & time indicated in Clause-7 of Section-1 i.e. NIT.
- 16.2** The purchaser may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause-7 in which case all rights and obligations of the purchaser and bidders previously subject to the deadline will thereafter be subjected to the extended deadline.

17.0 LATE BIDS:

- 17.1** No bid shall be accepted after the specified deadline for submission of bids prescribed by the purchaser.

18.0 MODIFICATION AND WITHDRAWAL OF BIDS:

- 18.1** The bidder may modify, revise or withdraw his bid after submission prior to deadline prescribed for submission of bid.
- 18.2** Subject to Clause-20, no bid shall be modified subsequent to the deadline for submission of bids.

19.0 OPENING OF BIDS BY PURCHASER:

- 19.1** The Tender opening committee of IIFT shall open bids in the chamber of “**Section-Officer (Admin), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata-700107**”, in the presence of the authorized representatives of bidders physically present, who choose to attend, on due date and time specified in Clause-9 of NIT (Section-1).

The bidder's representatives, who are present, shall sign in an attendance register. Authority letter to this effect shall be submitted by the authorized representatives of bidders before they are allowed to participate in bid opening.

- 19.2** A maximum of two representatives of any bidder shall be authorized and permitted to attend the bid opening.
- 19.3** The following information should be read out at the time of bid opening:-
 - (a) Name of the Bidder
 - (b) Name of the item/services
 - (c) EMD Declaration
 - (d) Information in respect of eligibility of the bidder
 - (e) Details of bid modification/ withdrawal, if applicable
 - (f) Name of the item
 - (g) Quantities / prices quoted in the bid

- (h) Discount, if offered
- (i) Taxes & levies

19.4 The date fixed for opening of bids, if subsequently declared as holiday by the IIFT, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on **next** working day, time and venue remaining unaltered.

20.0 CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids, the purchaser may, at its discretion ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

20.2 If any of the documents, required to be submitted along with the techno commercial and financial bid is found wanting, the offer is liable to be rejected at that stage. However the purchaser at its discretion may call for any clarification regarding the bid document within a stipulated time period. In case of non-compliance to such queries, the bid will be out rightly rejected without entertaining further correspondence in this regard.

21.0 PRELIMINARY EVALUATION:

21.1 The purchaser shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

21.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the purchaser.

21.3 If there is a discrepancy between words and figures, the amount in words shall prevail.

21.4 Prior to the detailed evaluation pursuant to Clause-22, the purchaser will determine the substantial responsiveness of each bid to the Bid Document. For purposes of these clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the Bid Documents without material deviations. The purchaser's determination of bid's responsiveness shall be based on the contents of the bid itself without recourse to extrinsic evidence.

21.5 A bid, determined as substantially non-responsive will be rejected by the purchaser and shall not subsequent to the bid opening be made responsive by the bidder by correction of the non-conformity.

21.6 The purchaser may waive any minor infirmity or non-conformity or irregularity in a bid which doesn't constitute a material deviation, provided such waiver doesn't prejudice or affect the relative ranking of any bidder.

22.0 EVALUATION AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

22.1 The purchaser shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to Clause-21.

22.2 The evaluation and comparison of responsive bids shall be done on the basis of Net cost to IIFT on the basis of total composite prices of the services offered inclusive of Packing, Forwarding, Freight and Insurance charges etc. but excluding Goods and Service Tax which shall be paid extra.

23.0 CONTACTING THE PURCHASER:

23.1 Subject to Clause-20, no bidder shall try to influence the purchaser on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to modify its bid or influence the purchaser in the purchaser's bid evaluation, bid comparison or contract award decision shall result in the rejection of the bid.

24.0 PLACEMENT OF ORDER:

24.1 The purchaser shall consider placement of orders for commercial supplies only on those eligible bidders whose offers have been found technically, commercially and financially acceptable and whose goods/services have been type approved/ validated by the purchaser. The purchaser reserves the right to counter offer price(s) against price(s) quoted by any bidder.

24.2 The ordering price of bid shall not exceed the lowest evaluated package price.

24.3 The purchaser reserves the right for the placement of order of entire tendered quantity on the bidder with the lowest evaluated price.

25.0 PURCHASER'S RIGHT TO VARY QUANTITIES:

Purchaser reserves the right to increase or decrease up to 50% of the quantity of goods and services specified in the schedule of requirements without any change in the unit price or other terms and conditions.

26.0 PURCHASER'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The purchaser reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds of purchaser's action.

27.0 ISSUE OF ADVANCE PURCHASE ORDER:

27.1 The issue of an Advance Purchase Order shall constitute the intention of the purchaser to enter into contract with the bidder.

27.2 The bidder shall within 14 days of issue of the advance purchase order, give its acceptance along with performance guarantee in conformity with the Performa provided with the bid document at Section-7A and written confirmation from OEM'S of Fire Management System on their letter head that they shall support the contractor with spare and service during O&M period.

28.0 SIGNING OF CONTRACT:

28.1 The issue of Advance Purchase order shall constitute the award of contract on the bidder.

28.2 Upon furnishing of performance guarantee and written confirmation from OEM'S of Fire Management System on their letter head that they shall support the contractor with spare and service during O&M period by successful bidder (pursuant to Clause-27) and signing of contract, the purchaser shall discharge the bid security in pursuant to Clause-12.

29.0 ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 27 & 28 shall constitute sufficient ground for the annulment of the award and the forfeiture of the bid security in which event the purchaser may award the work to any other bidder at its discretion or call for new bids.

30.0 QUALITY ASSURANCE REQUIREMENTS:

The quality of services will be monitored by the authorized representatives of the purchaser and their decision in this regard has to be accepted by the contractor.

31.0 REJECTION OF BIDS:

- 31.1** While all the conditions specified in the Bid documents are critical and are to be complied, special attention of bidder is invited to the following clauses of the bid documents. Non-compliance of any one of these shall result in outright rejection of the bid.
- (a) Clauses 12.1, 12.2 & 13.1 of Section-4: The bids will be rejected at opening stage if Bid security Declaration is not submitted as per Clauses 12.1 & 12.2 and bid validity is less than the period prescribed in Clause 13.1 mentioned above.
 - (b) Clause 2 & 10 of Section-4: If the eligibility condition as per Clause 2 of Section-4 is not met and/ or documents prescribed to establish the eligibility as per Clause 10 of Section-4 are not enclosed, the bids will be rejected without further evaluation.
 - (c) Section-9 Part-B (Price Schedule): Prices are not filled in as prescribed in price schedule.
 - (d) Section-4 Clause 9.3 on discount which is reproduced below:-
"Discount, if any, offered by the bidder shall not be considered unless specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offer suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply etc. into account".
- 31.2** Before outright rejection of the Bid by Bid-opening team for non-compliance of any of the provisions mentioned in Clause 31.1(a), 31.1(b) of Section-4, the bidder company is given opportunity to explain their position, however if the person representing the company is not satisfied with the decision of the Bid opening team, he/they can submit the representation to the Bid opening team immediately but in no case after closing of the tender process with full justification quoting specifically the violation of tender condition if any.
- 31.3** Bid opening team will not return the bids submitted by the bidders on the date of tender opening even if it is liable for rejection and will preserve the bids in sealed cover as submitted by taking the signatures of some of the desired representatives of the participating bidder/companies present on the occasion.
- 31.4** The In-charge of Bid opening team will mention the number of bids with the name of the company found unsuitable for further processing on the date of tender opening and number of representations received in Bid opening Minutes and if Bid opening team is satisfied with the argument of the bidder/company mentioned in their representation and feel that there is prima-facie fact for consideration, the In-charge of the bid opening team will submit the case for review to Officer competent to approve the tender as early as possible preferably on next working day and decision to this effect should be communicated to the bidder company within a week positively. Bids found liable for rejection and kept preserved on the date of tender opening will be returned to the bidders after issue of P.O. against the instant tender.
- 31.5** If the reviewing officer finds it fit to open the bid of the petitioner, this should be done by giving three (working) days' notice to all the participating bidders to give opportunity to participants desirous to be present on the occasion.

32.0 NEAR-RELATIONSHIP CERTIFICATE:

- 32.1** The bidder should give a certificate that none of his/ her near relative, as defined below, is working in the units where he is going to apply for the tender. In case of proprietorship firm certificate will be given by the proprietor. For partnership firm certificate will be given by all the partners and in case of limited company by all the Directors of the company excluding Government of India/ Financial institution nominees and independent non-Official part time Directors appointed by Govt. of India or the Governor of the state and full time Directors of PSUs both state and central. Due to any breach of these conditions by the company or firm or any other person the tender will be cancelled and Bid Security will be forfeited at any stage whenever it is noticed and IIFT will not pay any damage to the company or firm or the concerned person.
- 32.2** The Company or firm or the person will also be debarred for further participation in the tenders in the concerned unit.
- 32.3** The near relatives for this purpose are defined as:-
- (a) Members of a Hindu undivided family.

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

32.4 The format of the certificate is given in Section 6 (B).

33.0 VERIFICATION OF DOCUMENTS AND CERTIFICATES:

33.1 The bidder will ensure that all the documents and certificates submitted by him are correct and genuine before enclosing them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

33.2 If any document / paper / certificate submitted by the participant bidder is found / discovered to be false / fabricated / tempered / manipulated either during bid evaluation or during award of contract or thereafter, then the purchaser will take action as deemed fit.

34.0 The Vendor has to indemnify IIFT against loss of input tax credit to IIFT on account of blacklisting of supplier during tenure of contract.

SECTION – 5 (PART – A)

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT (GCC)

1.0 APPLICATION:

The general condition shall apply in contracts made by the purchaser for the procurement of services for Operation and Maintenance of Air conditioning plant.

2.0 PERFORMANCE GUARANTEE & CONFIRMATION FROM OEM'S

- (a) The bidder (including NSIC / MSMEs who are registered with the designated bodies) shall furnish performance guarantee to the purchaser for an amount equal to 10% of the value of purchase order and written confirmation from OEM'S of Fire Fighting System on their letter head that they shall support the contractor with spare and service during O&M period within 14 days from the date of issue of Purchase Order by the purchaser.
- (b) The proceeds of the performance guarantee shall be payable to the purchaser as compensation for any loss resulting from the supplier's failure to complete its obligations under the contract.
- (c) The performance guarantee Bond shall be in the form of Bank Guarantee issued by a scheduled Bank, valid for 18 months, in the Performa provided in Bid Document.
- (d) The performance guarantee Bond will be discharged by the purchaser after completion of the bidder's performance obligations including any warranty obligations under the contract.

3.0 QUALIFICATION FOR FIRE FIGHTING PLANT OPERATOR:

The contractor should deploy a well-qualified and experienced Fire Fighting plant operator having qualification not less than a Course from recognized institute for which necessary certificates are to be produced. The person to be employed should have experience of one year in operating Fire Fighting plant with Management System of this condition shall be a breach of the contract. In case of change of operator, the new incumbent should possess the required qualifications. A fine of Rs.500/- per day will be imposed for the duration of the period when this condition is not satisfied without prejudice to any other action under the contract.

1.0 LABOUR REGULATIONS:

- (a) The contractor shall obtain a valid labour licence under the Contract Labour(R&A) Act 1970 and the Contract Labour(R&A) Central Rules 1971, before commencement of the work, else he will not depute more than 19 persons at a time on any day. A copy of labour licence has to be submitted by him to IIFT. He shall continue to have a valid licence until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labour (Prohibition and Regulation) Act 1986, Payment of Wages Act 1936, Minimum Wages Act 1948, Employees Liability Act 1938, Workmen's Compensation Act 1923, Industrial Dispute Act 1947, Maternity benefits Act 1961, Apprentices Act, 1961, EPF & Misc. Provisions Act 1952 and ESI Act 1948 or the modifications thereof or any other laws relating thereto and the rules made there under from time to time. The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him.
- (b) The contractor shall indemnify IIFT against payments to be made for the observance of the laws.
- (c) The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.
- (d) IIFT shall have the right to deduct from the money due to the contractor, any sum required or estimated to be required, for making good the loss suffered by a worker or workers, by reason of non-fulfillment of the conditions of the contract of the benefit of the workers, non-payment of wages or of deduction made from his/their wages which are not justified by their terms of the contract for non-observance of the Regulations. In the event of any loss/ damages caused directly or indirectly to IIFT, the same will be payable by the contractor along with such penalty as may be decided by IIFT which shall not be less than 10 percent of the total loss suffered by IIFT.

5.0 SAFETY REGULATIONS:

- 5.1 During the execution of work, unless otherwise specified the contractor shall at his own cost provide all materials and execute all work necessary for the stability and safety of all equipment, structures, excavations and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 5.2 The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or Institute and shall post such lookout men as in the opinion of the officer in charge are required.

6.0 STATUS OF THE CONTRACTOR AND ITS STAFF MEMBERS:

- 6.1 The contractor shall have the legal status of an independent contractor. Neither the contractor nor its staff members, nor any person employed by the contractor or its agents for the performance of the services under the present contract shall be considered in any way as being staff members of IIFT.
- 6.2 The IIFT shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor or of any person performing on their behalf any work under the present contract, including the time spent in travel, nor for any damages which may arise by reason of the neglect or default of any of them.

- 6.3 The contractor shall indemnify and hold harmless the IIFT in respect of any claim arising out of the contractor or its staff member's negligence or unlawful performance under the present contract for any liability as referred to in paragraphs 6(b) above, including their heirs and assigns, or by third parties.
- 6.4 For the purposes of this article, the term third party shall be deemed to include "inter-alia" officials of IIFT and its agents and officials, as well as any person or entity employed by the contractor or engaged for the contractor, in order to perform services for, or supplying goods to the contractor in connection with the implementation of the present contract.
- 6.5 Notwithstanding anything to the contrary contained in this contract, the contractor shall only be liable, and shall only be required to indemnify the IIFT, in respect of claims or liabilities that arise out of the negligence, breach of contract or unlawful conduct of the contractor or its staff members or agents in the performance of this contract.

7.0 RESPONSIBILITY FOR PAYMENT OF WAGES:

- 7.1 The contractor shall be responsible for payment of wages to each worker employed by him as contract labour and such wages shall be paid before the expiry of such period as may be prescribed.
- 7.2 In case the contractor fails to make payment of wages within the prescribed period or makes short payment, then IIFT shall make payment of wages in full or the unpaid balance due, as the case may be, to the contract labour employed by the contractor and recover the amount so paid from the contractor either by deduction from any amount payable to the contractor under any contract or as a debt payable by the contractor.
- 7.3 The contractor shall fix wage periods in respect of which wages shall be payable.
- 7.4 No wage period shall exceed one month.
- 7.5 The wages of every person employed by the contractor shall be paid by "ECS/Cheque" before the expiry of the seventh day after the last day of the wage period in respect of which the wages are payable. In case the work is completed before expiry of the wage period, final payment shall be made within **48 hrs.** of last working day. **All the payments should be made in presence of "Authorized Representative" of IIFT.**
- 7.6 Where the employment of any worker is terminated by or on behalf of the contractor, the wages earned by him shall be paid before the expiry of the second working day from the day on which his employment is terminated.
- 7.7 Wages shall be paid without any deductions of any kind except those specified by the Central Government by general or special order in this behalf or permissible under the Payment of Wages Act, 1936 (IV of 1936).
- 7.8 A notice showing the wage period and the place and time of disbursement of wage shall be displayed at the place of work and copy sent by the contractor to IIFT under acknowledgement.

8.0 SCHEDULE OF SUBMISSION OF BILLS:

The contractor shall submit single bill for the contracted area, for the actual work done, on monthly basis and the bills will be paid within 6 weeks thereafter as far as possible. However, any deterioration in the services should not be there on the plea of delay in receipt of payment.

9.0 PAYMENTS:

- 9.1 Payments will be made through RTGS (Real Time Gross Settlement) or NEFT (National Electronic Fund Transfer) as the case may be.
- 9.2 Mandate willing to receive e-payments signed by authorized signatory of vendor shall be submitted by the vendor containing following information at the time of signing of Agreement/Contract.
- (a) Account beneficiary's name.
 - (b) Account type.
 - (c) Account number.
 - (d) Name of the bank.
 - (e) Bank Branch's NEFT code.

(f) IFSC code in case of Transfer through RTGS.

All the above particulars which form the essential element of this mandate may be duly verified by Banker of the vendor.

- 9.3** Monthly running bill will be submitted by the contractor along with Goods and Service Tax challans of the previous month exclusively deposited in the bank in respect of IIFT.
- 9.4** The contractor will also have to submit employee-wise proof of ESI & EPF contribution, of the previous month, as issued by appropriate authority, along with monthly bill. In case bills are not submitted with the above documents, IIFT will not be responsible for delay in payment.
- 9.5** If for any reason work is done for only a part of the month, payment will be made on pro-rata basis for the number of days work has been performed. This is without prejudice to the penalty to be imposed for contractual defaults.

10.0 DEDUCTIONS:

In case the contractor fails to execute / perform the assigned works or part thereof, IIFT shall be authorized to make suitable deductions as deemed fit by IIFT from the bills of the contractor and damages will be charged to the extent of loss.

11.0 PRICES:

Prices charged by the bidder for services performed under this contract shall not be higher than the prices quoted by the bidder in its Bid.

12.0 SUBCONTRACTS:

The bidder shall notify the purchaser in writing of all subcontracts awarded under this contract if not already specified in its bid. Such notification, in its original bid or later shall not relieve the supplier from any liability or obligation under the Contract.

13.0 DELAYS IN THE SUPPLIER'S PERFORMANCE:

- 13.1** Start of services and performance of the services shall be made by the bidder in accordance with the time schedule specified by the purchaser in its purchase order. In case the services are not started in the stipulated time period, as indicated in the Purchase Order, purchaser reserves the right to short-close/ cancel this purchase order and forfeit his performance guarantee or recover liquidated damage charges.

14.0 LIQUIDATED DAMAGES:

- 14.1** The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the work order, such starting of services will not deprive IIFT of its right to recover liquidated damages as per **Clause 14(b)** below.
- 14.2** Should the contractor fail to start services on specified date, IIFT shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by IIFT in making alternative arrangements along with penalty of **Rs.1,000/-** per day for the delayed period.

15.0 ACTION BY PURCHASER AGAINST BIDDER(S)/ VENDOR(S) IN CASE OF DEFAULT:

In case of default by Bidder(s)/ Vendor(s) such as:-

- (a) Failure to deliver and/ or commission any or all of the services within the time period(s) specified in the contract, or any extension thereof granted by the purchaser.
- (b) Failure to perform any other obligation(s) under the Contract; and

(c) If the contractor persistently neglect to carry out his obligation under the contract and/or commits default in complying with any of the term and the condition of contract and does not remedy it or take effective steps to remedy it within the time specified after a notice in writing is given to him in that behalf by purchaser.

15.1 When the contractor has made himself liable for any of the cases aforesaid, the IIFT shall have the powers to terminate the contract as aforesaid and forfeit performance guarantee.

16.0 FORCE MAJEURE:

16.1 If, at any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reasons of any war or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of God (hereinafter referred to as events) provided notice of happenings of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such event be entitled to terminate this contract nor shall either party have any claim for damages against other in respect of such non-performance or delay in performance, and deliveries under the contract shall be resumed as soon as practicable after such an event come to an end or cease to exist, and the decision of the purchaser as to whether the deliveries have been so resumed or not shall be final and conclusive. Further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reasons of any such event for a period exceeding 60 days, either party may, at its option, terminate the contract.

16.2 Provided, also that if the contract is terminated under this clause, the purchaser shall be at liberty to take over from the bidder at a price to be fixed by the purchaser, which shall be final, all unused, undamaged and acceptable materials, bought out components and stores in course of manufacture which may be in possession of the Supplier at the time of such termination or such portion thereof as the purchaser may deem fit, except such materials, bought out components and stores as the bidder may with the concurrence of the purchaser elect to retain.

17.0 EXTENSION OF CONTRACT:

IIFT will have the right to extend this contract on the same rates, terms & conditions at one time or in spells of lesser time period up to a cumulative maximum period of six months or till an alternative arrangement is made whichever is earlier. Extension beyond six months on the same rates, terms and conditions will be mutually agreed upon.

18.0 TERMINATION FOR INSOLVENCY:

IIFT may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right of IIFT.

19.0 ARBITRATION:

19.1 Except as otherwise provided elsewhere in the contract, in the event of any disputes, controversy or differences arising out of or related to this agreement or the breach, termination or invalidity thereof between the parties, such party or parties shall make a request to the other party or parties to amicably settle such differences or disputes and parties shall thereupon make every effort to settle the same amicably within a period of 60 (Sixty) days from the date of making of such request.

19.2 Where parties are unable to settle the disputes through conciliation, the same shall be referred to the Director IIFT for referral of such disputes to a sole arbitrator, to be mutually decided by the parties, as per the provisions of the Arbitration and Conciliation Act, 1996, any amendment thereof, and any notification

issued or rules made there under from time to time. The venue of the arbitration proceeding shall be IIFT Kolkata Campus.

20.0 SET OFF:

Any sum of money due and payable to the bidder (including performance guarantee refundable to him) under this contract may be appropriated by the purchaser and set off the same against any claim of the purchaser for payment of a sum of money arising out of this contract or under any other contract made by the bidder with the purchaser.

21.0 COURT JURISDICTION:

Any dispute arising out of the tender/ bid document/ evaluation of bids/ issue of APO shall be subject to the jurisdiction of the competent court at Kolkata only.

22.0 The contractor should ensure uninterrupted services. The time permitted for restoration of services in case of major break down is 8 hours. Failure to deliver services shall entitle IIFT to impose a penalty of Rs.500/- per hour of delay in addition to taking other action as per terms and condition of contract.

25.0 The contractor should have office and/or branch office at Kolkata.

SECTION – 5 (PART – B)

SPECIAL (COMMERCIAL) CONDITIONS OF CONTRACT (SCC)

(If there is any conflict in these instructions, with the other instructions in the tender document, these instructions will supersede all those instructions)

- 1.0 The vendor shall depute a competent authorized representative. The representative shall represent the vendor in his absence and all directions given to him shall be binding as if given to the vendor. The authorized representative shall not refuse to receive the instructions under any circumstances.
- 2.0 The vendor shall make his own arrangement for providing all facilities like boarding and transport etc. for his workers.
- 3.0 The worker on duty will be polite and courteous while dealing with the IIFT Staff or any other persons.
- 4.0 Proprietor/Director of the vendor should visit and meet the management of IIFT as may be required for effective services. First such meeting must be had within 15 days of signing the agreement.

- 5.0 Contractor will keep a close liaison and follow the instructions of Officer-in-charge, E & M section.
- 6.0 Any additional deployment of AC plant operator as required from time to time shall be arranged within two days of communication in writing to the authorized representative of the vendor and payment for additional operator shall be made as per the terms & condition of this contract.
- 7.0 If at any time the IIFT Management decides to dispense away with any part of the work, the same shall be communicated at least two days in advance and the vendor shall comply with same and pro-rata charges shall be deducted by IIFT Management.
- 8.0 The vendor worker should not indulge in any kind of Trade union / Association activities in and around IIFT Campus.
- 9.0 The loss that IIFT may incur due to acts of omission or commission of vendor or his workers shall be deducted from the vendor's bills. The decision of DIRECTOR, IIFT or his successor in all such events shall be final and binding.
- 10.0 The Officer-in-Charge or his authorized representative will have the right to inspect work at any time. If he finds that work is not being carried out properly, or if he desires replacement of any worker for short coming in behavior/performance, such instructions given in writing shall be complied forthwith.
- 11.0 Contractor will be responsible for observing all security and safety regulations and instructions issued by IIFT from time to time in respect of persons employed by him.
- 12.0 The vendor shall not be permitted to assign or sub-contract the work awarded to him for any reasons whatsoever. If the work is not done as laid down in scope and conditions of contract, IIFT reserves the right to terminate the contract and engage a new vendor as per Clause 14,Section-5 "Part-A".
- 13.0 If the vendor fails to comply with the job assigned to him or neglects compliance of directions given to him by officer in charge or his authorized representatives the contract may be terminated by IIFT.
- 14.0 The vendor shall ensure that, the number of operators deployed on any given day to carry out the jobs is not less than the number fixed by the IIFT Management.
- 15.0 The vendor shall ensure that all the employees engaged by him are free from all communicable or contagious, infectious and other diseases.
- 16.0 If in the opinion of IIFT, any employee of the vendor is found to commit any misconduct or indulge in misbehavior, IIFT in its sole discretion may require the vendor to remove such employee and the vendor shall remove such employees without questioning the decision of IIFT in this respect. IIFT will be entitled to restrain such employees from entering the IIFT Campus.
- 17.0 If the vendor fails to complete work or any portion thereof assigned to him or neglects to comply with any directions given to him, IIFT shall terminate the contract. In such case the Contractor shall be liable for any expense/ loss or damage which IIFT may incur or sustain by failure of Contractors.
- 18.0 The Officer-in-Charge or his representative depending upon the situation and requirement shall decide the deployment of operator in shift.
- 19.0 The vendor has to abide by all the statutory laws regarding labour welfare.

SECTION – 6

UNDERTAKING & DECLARATION

6(A) - FOR UNDERSTANDING THE TERMS & CONDITION OF TENDER & SPEC. OF WORK

22.1 Certified that:

1. I/ We have read, understood and agree with all the terms and conditions, specifications included in the tender documents & offer to execute the work at the rates quoted by us in the tender form.

2. If I/ We fail to enter into the agreement & commence the work in time, the Performance guarantee deposited by us will stand forfeited to the IIFT.

3. I/ We are not blacklisted by GST authorities.

22.2 The bidder hereby covenants and declares that:

1. All the information, Documents, Photocopies of the Documents/ Certificates enclosed along with the Tender offer are correct.

2. If anything is found false and/or incorrect and/or reveals any suppression of fact at any time, IIFT reserves the right to reject our tender offer/ cancel the LOA/ Purchase/ work order if issued and forfeit the Performance guarantee/ Bill amount pending with IIFT. In addition, IIFT may debar the contractor from participation in its future tenders.

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

6(B) –NEAR RELATIONSHIP CERTIFICATE

(Format of the Certificate)

"I.....S/o..... R/o.....
hereby certifies that none of my relative(s) as defined in the tender document is/are employed in IIFT unit as per details given in tender document. In case at any stage, it is found that the information given by me is false/ incorrect, IIFT shall have the absolute right to take any action as deemed fit/without any prior intimation to me."

Date:

Signature of bidder

Place:

Name of bidder

Along with date & Seal

SECTION – 7

PROFORMAS

7 (A): For the Performance Guarantee

(To be typed on non-judicial stamp paper of appropriate value)

Subject: PERFORMANCE GUARANTEE

Whereas INDIAN INSTITUTE OF FOREIGN TRADE (hereafter referred to as "IIFT") has issued an APO no. Dated/...../2021 awarding the work of "Operation & Comprehensive Maintenance of Fire Fighting Plant installed at IIFT Kolkata Campus, 1583, Madurdaha, Chowbaga Road, Kolkata-700107" to M/sR/o (hereafter referred to as "Bidder") and IIFT has asked him to submit a Performance Guarantee in favour of Director, IIFT of Rs./- (hereafter referred to as "P.G. Amount") valid up to/...../20..... (hereafter referred to as "Validity Date").

Now at the request of the Bidder, We Bank Branch having (Address) and Regd. office address as (hereinafter called "the Bank") agreed to give this guarantee as hereinafter contained:

1. We, "the Bank" do hereby undertake and assure to the IIFT that if in the opinion of the IIFT, the Bidder has in any way failed to observe or perform the terms and conditions of the said agreement or has committed any breach of its obligations there-under, the Bank shall on demand and without any objection or demur pay to the IIFT the said sum limited to Performance Guarantee amount or such lesser amount as IIFT may demand without requiring IIFT to have recourse to any legal remedy that may be available to it to compel the Bank to pay the same.
2. Any such demand from the IIFT shall be conclusive as regards the liability of Bidder to pay to IIFT or as regards the amount payable by the Bank under this guarantee. The Bank shall not be entitled to withhold payment on the ground that the Bidder had disputed its liability to pay or has disputed the quantum of the amount or that any arbitration proceeding or legal proceeding is pending between Bidder and IIFT regarding the claim.
3. We, the Bank further agree that the guarantee shall come into force from the date of its issue and shall remain in full force and effect up to its Validity date.
4. The Bank further agrees that the IIFT shall have the fullest liberty without the consent of the Bank and without affecting in any way the obligations hereunder to vary any of the terms and conditions of the said agreement or to extend the time for performance of the said agreement from any of the powers exercisable by IIFT against the Bidder and to forebear to enforce any of the terms and conditions relating to the said agreement and the Bank shall not be relieved from its liability by reason of such failure or extension being granted to Bidder or through any forbearance, act or omission on the part of IIFT or any indulgence by IIFT to Bidder or any other

matter or thing whatsoever which under the law relating to sureties would but for this provision have the effect of relieving or discharging the guarantor.

5. Notwithstanding anything herein contained;
 - (a) The liability of the Bank under this guarantee is restricted to the Performance guarantee amount and it will remain in force up to its Validity date.
 - (b) The guarantee shall stand completely discharged and all rights of the IIFT under this Guarantee shall be extinguished if no claim or demand is made on us in writing on or before its validity date.
6. In case IIFT demands for any money under this bank guarantee, the same shall be paid through banker's Cheque in favour of "**Indian Institute of Foreign Trade**" and payable at "**Kolkata**".
7. The Bank guarantees that the below mentioned officer who have signed it on behalf of the Bank have authority to give this guarantee under its delegated power.

Place...

Date...

(Signature of the Bank Officer)

(Rubber stamp of the bank)

Authorized Power of Attorney Number:
Name of the Bank officer:
Designation:
Complete Postal address of Bank:
.....
.....
Telephone Numbers
Fax numbers.....
E-mail ID:

7 (B): For Letter of Authorization for Attending Bid Opening Event
(To be typed preferably on letter head of the company)

Subject: AUTHORIZATION FOR ATTENDING BID OPENING

I / We Mr./Ms. have submitted our bid for the tender no., Dated:- //2021 in respect of "Operation and Comprehensive Maintenance of HTPlant in IIFT Kolkata Campus" which is due to open on //2021, in the chamber of Section-in-charge (E&M), Indian Institute of Foreign Trade (IIFT), Plot No. 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

We hereby authorize Mr. / Ms. & Mr./Ms..... (Alternative) whose signatures are attested below, to attend the bid opening for the tender mentioned above on our behalf.

.....
Signature of the Representative

.....
Name of the Representative

Signature of Bidder/Officer authorized to sign
on behalf of the Bidder

.....
Signature of the alternative Representative

.....
Name of the alternative Representative

Above Signatures Attested

Note 1: Maximum of two representatives will be permitted to attend the Bid opening.

Note 2: Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

SECTION- 8

BIDDER'S PROFILE & QUESTIONNAIRE
(To be filled in and submitted by the bidder)

A) BIDDER'S PROFILE:

1. Name of the Individual / Firm:
2. Present correspondences address:
.....
Telephone No., Mobile No., FAX/E-mail ID No.
3. Address of place of Works/ Manufacture:
.....
Telephone No., Mobile No., FAX/E-mail ID No.
4. State the Type of Firm: Sole proprietorship/ Partnership Firm / Private Limited Company
(Tick the correct choice)
5. Name of the sole proprietor/ partners/ Director(s) of Pvt. Ltd Co.:

S. No.	Name	Father's Name	Designation
1.			
2.			
3.			
4.			

6. Name of the person authorized to enter into and execute contract/ agreement and the capacity in which he is authorized (in case of partnership/ Private Ltd Company):
.....
7. Permanent Account No.:
8. Details of the Bidder's Bank for effecting e-payments:
(a) Beneficiary Bank Name:.....
(b) Beneficiary Branch Name:.....

(c) IFSC code of Beneficiary Branch:

(d) Beneficiary Account No.:

(e) Branch Serial No. (MICR No.):

9. Whether the firm has Office/ works (i.e. manufacture of the tendered item) in Kolkata. If so, state its Address

.....
.....

B) QUESTIONNAIRE

1.0 Do you think any other detail/ material is required to complete the work specified in the specification?
Yes / No

1.1 If Yes, Give details:

2.0 Do you think any other item of work need to be included in tender form to complete the work specified in the specification? Yes/ No

2.1 If Yes, Give details:

3.0 Suggestion for improvement of the tender document:
.....
.....

Date

Signature of bidder

Name of bidder

DRAFT – AGREEMENT

(To be typed on non-judicial stamp paper of appropriate value)

Articles of agreement made and entered in to this day between the **INDIAN INSTITUTE OF FOREIGN TRADE** and **M/s**hereinafter referred to as the contractor.

Whereas the contractor have contracted with the **INDIAN INSTITUTE OF FOREIGN TRADE** in respect of “ Operation & Comprehensive Maintenance of Fire Fighting Plant installed at IIFT Kolkata Campus, 1583, Madurdaha, Chowbaga Road, Kolkata – 700107”**vide LOA No.** **Dated** for a period of **one year w.e.f.** **to**

And whereas the said contractor have prior to the execution of these presents offered a **Bank Guarantee No.** **dated**as Performance Guarantee vide which the said has undertaken to pay to the **INDIAN INSTITUTE OF FOREIGN TRADE** an amount not exceeding **Rs.**/- (**Rupees** **only**) against any loss or damage caused to or suffered by the **INDIAN INSTITUTE OF FOREIGN TRADE** by reason of any breach of contract by the said contractor of any terms and conditions contained in this agreement.

Now these presents witness that in pursuance of the said contract it is hereby agreed and declared by and between the said parties to these presents in the manner following.

That if the said contractor shall execute/perform the works contracted to be performed by them and observe, perform and fulfill the contract entered in, to the satisfaction of the said **INDIAN INSTITUTE OF FOREIGN TRADE** and also if the said contractor or their representative shall pay or cause to be paid to the said **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being all losses, damages, costs and expenses which he or they have sustained/incurred or be put in consequence of the default or failure by the said contractor for the due performance of the contract or in the execution and completion of the said work or any part thereof, then the above mentioned bank guarantee shall be returned to the said contractor.

Provided that, it is hereby further declared with true intent and meaning of the parties hereto that if default shall be made by the said contractor in the performance of the said contract to the satisfaction of the **INDIAN INSTITUTE OF FOREIGN TRADE** or in making good any losses damages or expenses hereinbefore mentioned or any part thereof, then it shall be lawful for the **INDIAN INSTITUTE OF FOREIGN TRADE** to claim **Rs.**

...../- (Rupees only) towards the liquidation of the liability of the said contractor in respect of such default as aforesaid.

And it is hereby declared and agreed that the retention of the cash deposit shall be as and by way to liquidate damages without reference to the relative importance of the particular breach which shall have given occasion for such retention or whether the said **INDIAN INSTITUTE OF FOREIGN TRADE** may have sustained any ascertainable pecuniary damage thereby or not.

And it is further declared and agreed to between the said parties to these presents that until the completion of the said scheduled works contracted to be executed and performed by the said contractor to the satisfaction (to be certified as aforesaid) of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being & until the final adjustment of the accounts between the said contractor & the **INDIAN INSTITUTE OF FOREIGN TRADE** and payment of the final balance (if any) in connection with said contract, the bank guarantee shall remain in the hands and custody of the **INDIAN INSTITUTE OF FOREIGN TRADE** for the time being or in any **Treasury** in which they may be lodged by the **INDIAN INSTITUTE OF FOREIGN TRADE**. In witness where of the said contractor and the said **INDIAN INSTITUTE OF FOREIGN TRADE** acting in the premises as aforesaid have set their respective hands and seals the day and year first above written.

The terms & condition of NIT No.: IIFT(K)/ENG/2021-22/FFS
दिनांक / DATED:-15/07/2021 forms the integral part of this agreement.

SECTION – 9(PART – A)

TECHNICAL BID LETTER

To,
Section-Officer (Admin)
Indian Institute of Foreign Trade (IIFT)
Plot No. 1583, Madurdaha, Chowbaga Road,
Kolkata – 700107

Sub.: Tender for “Operation & Comprehensive Maintenance of Fire Fighting Plant installed at IIFT Kolkata Campus, 1583, Madurdaha, Chowbaga Road, Kolkata –

Ref.: Tender No.: IIFT(K)/ENG/2021-22/FFS, Dated:- 15/07/2021

With reference to the above mentioned Tender for “Operation and Maintenance of Fire Fighting Plant in IIFT Kolkata Campus”, we have read the terms and conditions in the Bid Document and accept the same and furnish the following documents;

Certificate(s) showing fulfillment of the eligibility criteria(s) stated in Clause-4, Section-1 of the NIT viz;

- (a) Experience certificate.
- (b) Copy of PAN.
- (c) Copy of Goods and Service Tax Registration Certificate or the bidder should produce certificate that bidder is exempted to register under Goods and Service Tax.
- (d) Bid security/EMD Declaration.
- (e) DD/ Bankers cheque Details of Tender Documents Fee in case of downloaded tender.
- (f) Bidder’s Profile & Questionnaire duly filled & signed.(Section-8).
- (g) NearRelationship Certificate duly filled & signed. (Section-6B)
- (h) Undertaking & declaration duly filled & signed. (Section-6A)
- (i) Documents (self-attested) stated in Clause 10 of Section-4. Viz;
 - i) Valid NSIC/MSME certificate, if any.
 - ii) Certificate of incorporation, if any.
 - iii) Article or Memorandum of Association or partnership deed or proprietorship deed as the case may be.

Yours truthfully,

Signature_____

Date:.....

Name_____

Address_____

Telephone_____

Seal of the firm_____

SECTION – 9 (PART – B)

FINANCIAL BID LETTER

From,

.....
.....

Bidder's Ref: No:, Dated.....

To

**Section-Officer (Admin)
Indian Institute of Foreign Trade (IIFT)
Plot No. 1583, Madurdaha, Chowbaga Road,
Kolkata – 700107.**

Ref.: Your Tender Enquiry No. IIFT(K)/ENG/2021-22/FFS , Dated:- 15/07/2021

1. Having examined the above mentioned tender enquiry document including amendment/ clarification/ addenda Nos. Dated the receipt of which is hereby duly acknowledged, I/we, the undersigned, offer to supply and deliver in conformity with the said drawings, conditions of contract and specifications for the sum shown in the schedule of prices attached herewith and made part of the financial Bid.
2. I/We agree to abide by this Bid for a period of 90 days from the date fixed for Bid opening or for subsequently extended period, if any, agreed to by me/us. This bid shall remain binding upon me/us up to the aforesaid period.
3. I/We understand that IIFT is not bound to accept the lowest or any bid that IIFT may receive.
4. If my/our Bid is accepted, I/we will provide you with a performance guarantee from a Scheduled Bank for a sum @ 3% of the contract value for the due performance of the contract.
5. If my/our Bid is accepted, I/we undertake to complete delivery of all the items and perform all the services specified in the contract.
6. If my/our bid is accepted, I/We indemnify against loss of input tax credit to IIFT on account of Blacklisting during tenure of contract.
7. If my/our bid is accepted, IIFT has the right to recover input tax credit loss suffered by it due to any mis-declaration on invoice by me/us.
8. Until a formal Purchase Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Dated: day of 20...

Signature

Name

In the capacity of

Duly authorized to sign the bid for and on behalf of

SECTION – 9 (PART – B)

PRICE SCHEDULE

Name of Work : Operation & Comprehensive Maintenance of Fire Fighting Plant installed at IIFT Kolkata Campus, 1583, Madurdaha, Chowbaga Road, Kolkata – 700107.

Table – A:

Sl. No.	Description	Cycles	Amount ([₹])
1	Operation	MONTHLY	
2	Maintenance		
TOTAL AMOUNT (in Rs.)			
TOTAL (in words): Rupees only.			

- Quoted Rates shall be inclusive of all expenses to be incurred by vendor for providing goods and service as specified in the Scope of Work and Technical Specification of Section-3 of the tender document excluding Goods and Service Tax, which shall be paid extra, as per Goods and Service Tax rules applicable from time to time.
- Minimum wage, EPF employer's contribution, ESIC employer's contribution or any statutory obligation has to be paid by vendor as per Govt. notification from time to time.

BIDDER'S SIGNATURE WITH OFFICIAL SEAL/STAMP