

Bid document For
**“Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boy’s
and girl’s hostel NID, Assam Campus.”**

Name of Work

“Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus.”

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Notice Inviting Bid.

Director, National Institute of Design, Assam invites Open Bid from the **Firms/Agencies** registered as Electrical/ Firefighting Works Contractor with CPWD /MES/STATE PWD (Assam) for OR ANY OTHER RECOGNISED GOVERTMENT or Reputed Private Organizations for the work of "**Supply, installation, testing and commissioning of fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus.**" Sealed Documents are to be submitted Offline to Chief Administrator Officer, NID Assam, Vill-Tocklai, PO-Rajabari, Jorhat, Assam-785014 before the prescribed date and time.

Brief Details of Work:

Sl. No	Name of Work and Location	Estimated Cost Work	EMD	Performance Security	Time of Completion	Bid Inviting authority
1	2	3	4	5	6	7
1	"Supply, installation, testing and commissioning of fire pump, jockey pump and piping for boy's and girl's hostel NID, Assam Campus."	Rs 22.71 Lac	Rs 45420 /- i.e., 2% of estimated cost	5 % Contract Value	60 days for Completion of work	Director NID Assam

CRITICAL DATE SHEET:

Dates & Time For: -	:	Date and Time
Bid Document Publishing Date	:	21-01-2025
Bid Submission Start Date	:	22-01-2025
Bid Submission End Date	:	11-02-2025 up-to 3.00 PM
Last date of sending query through email related to the Bid documents and Scope of work.	:	06-02-2025
Pre-Bid Meeting	:	04-02-2025 at 3.00 PM
Last date of physical submission of documents as specified in Bid document (Super scribing Name of Work, NIB/ and Date/Time of Opening) in separate sealed envelope to the BIA with complete postal address.	:	11-02-2025 up to 03:00 P.M
Name and address of the Bidders must be mentioned on the bottom of the envelope failing which the bid document is liable for rejection.		
Date of Opening of Technical Bid	:	11-02-2025 03:30 P.M
Date of Opening of Financial Bid	:	Would be informed later to Technically Qualified Bidders.
Details of Submission of Hard Copies	:	Chief Administrative Officer National Institute of Design, Assam Vill- Tocklai, PO- Rajabari, Jorhat, Assam-785014

ELIGIBILITY CRITERIA:

The Agency/Firm must fulfil the criteria mentioned below.

(A) Technical: -

The Agency/Firm should have experience of having successfully completed similar works in Central Govt./ State Govt. / Semi Govt. or with reputed Public/Reputed private Limited companies during the last 5 year.

Three similar works each costing not less than the amount equal to 40% of the estimated cost of the Bid.

OR

Two similar works each costing not less than the amount equal to 50 % of the estimated cost of the Bid.

OR

One similar work costing not less than the amount equal to 80 % of the estimated cost of the Bid.

Similar work means “The work involves the following activities-

“Supply, installation, testing and commissioning of Fire hydrant system, Installations of Fire pumps, Jockey pumps, diesel generators etc. or Electrical works with Installation of fire detection system, installation of fire alarm panels etc.”

Applications from consortium/Joint venture shall not be accepted. Joint venture/Consortium experience shall not be considered. Experience of only the bidding entity as a prime contractor shall be considered. A job executed by a Bidder for his own or project of their sister concern/ Group Company shall not be considered as experience for the purpose of meeting the requirement of experience criteria.

List of Documents to be submitted (Mandatory Requirement): -

- i. Contractor License/Trade License.
- ii. Certificate of Registration of GST and acknowledgement receipt of up-to-date filed return.
- iii. Certificate(s) of Work experience such as Contract orders.
- iv. Completion certificate along with Performance Certificate and payment certified copy or any other document evidencing value of completed portion of work to be submitted, Stating the name of work, value of work, completion period, date of completion etc. Completion Certificate from Central Govt./ State Govt. / Semi Govt. or with reputed Public Limited companies. The completion certificate should be signed by an officer not below the rank of Executive Engineer.
- v. Notarized affidavit on a non-judicial stamp paper of value Rs. 100/- is to be furnished certifying that the Bidder is not in the negative/blacklist of any State/ Central Government Department / PSU.
- vi. Any other document as specified in the Bid notice.

The Bids submitted by the firms without enclosing all the above prescribed documents shall not be considered for evaluation.

(B) Financial: -

- i. Average Financial Turn Over during the last 03 (three) years ending on 31st March of the previous financial year should be at least 30% of the value of the estimated cost.

A turnover certificate for last three years must be submitted duly signed by Chartered Accountant

with official seal and membership no.

- ii. Current Banker's Solvency Certificate to the tune of at least 40% of the estimated cost, indicating Fund & Non-fund-based Limits separately, for adequate financial soundness from Nationalized/Scheduled Bank, not older than 03 (three) months.
- iii. Should not incur loss in last two financial years. A **"No Loss Certificate"** should be submitted duly signed by Chartered Accountant with his Membership no. & Seal.

Above information in the format should be authenticated by the designated authority of the firm/ agency, failing to which the Bidder will be summarily disqualified.

The applicant/ Bidder may furnish any additional information, which they think is necessary to establish their credentials to qualify the eligibility criteria of the work. No information will be accepted after submission of technical bid documents unless called for by the buying entity.

If any information is found to be incorrect or misleading at a later date would render him ineligible to participate in any future Biding.

The applicant/ Bidder is liable for disqualification if he has a record of poor performance such as abandoning work, non- completion the any contracts, earlier imposition of penalties such as L.D etc.

One Bidder can submit only one Bid.

FORM A- FINANCIAL INFORMATION

I. Financial Analysis – Details to be furnished duly supported by figures in balance sheet/ profit & loss account for the last five years duly certified by the Chartered Accountant, as submitted by the applicant to the Income Tax Department (Copies to be attached).

Years

- (i) Gross Annual turnover.
- (ii) Profit/Loss.
- II. Financial arrangements for carrying out the proposed work.
- III. Solvency Certificate from Bankers of the Bidder in the prescribed Form —B.

Signature of Chartered Accountant with Seal

Signature of Bidder(s).

Form B

FORM OF BANKERS CERTIFICATE FROM A SCHEDULED BANK

This is to certify that to the best of our knowledge and information that
M/s./Sh.....having marginally noted address, a
customer of our bank are/is respectable and can be treated as good for any engagement up to a limit of
Rs.....
(Rupees... ..)

This certificate is issued without any guarantee or responsibility on the bank or any of the
officers.

(Signature)For the Bank

- NOTE 1. Banker's certificates should be on letter head of the Bank, sealed in cover addressed to
Bidding authority.
2. In case of partnership firm, certificate should include names of all partners as recorded withthe Bank.

Form C

DETAILS OF ALL WORKS OF SIMILAR CLASS COMPLETED DURING THE LAST FIVE YEARS ENDING LAST DAY OF THE MONTH

Sl. No.	Name of Work/ Project and Location	Owner or Sponsoring Organization	Cost of Work (In Rs.)	Date of Commencement As Per Contract	Stipulated Date of Completion	Actual Date of Completion	Litigation/ Arbitration Cases Pending/ in Progress With Details*	Name and Address Telephone of The Officers to Whom Reference may be made	Remarks
1	2	3	4	5	6	7	8	9	10

Form D

PROJECTS UNDER EXECUTION OR AWARDED

Sl. no.	Name of work/ project and location	Owner or sponsoring organization	Cost of work (in Rs.)	Date of commencement as per contract	Stipulated date of completion	Up to date percentage progress of work	Slow progress if any and reason thereof	Name and address/ telephone of the officers to whom reference maybe made	Remarks
1	2	3	4	5	6	7	8	9	10

Certified that the above list of works is complete, and no work has been left out and that the information given is correct to my knowledge and belief.

Signature of Bidder(s)

Form E

PERFORMANCE REPORT OF WORKS REFERRED TO IN FORMS “B” & “C”

1. Name of Work/Project & Location
2. Agreement No.
3. Estimated Cost
4. Tendered Cost
5. Date of Start
6. Date of Completion
 - (i) Stipulated Date of Completion
 - (ii) Actual Date of Completion
7. Amount of Compensation Levied for Delayed Completion If Any
8. Amount of Reduced Rate Items, If Any
9. Performance Report
 - (1) Quality of Work Very Good/Good/Fair/Poor
 - (2) Financial Soundness Very Good/Good/Fair/Poor
 - (3) Technical Proficiency Very Good/Good/Fair/Poor
 - (4) Resourcefulness Very Good/Good/Fair/Poor
 - (5) General Behavior Very Good/Good/Fair/Poor

Dated:

Executive Engineer or Equivalent

FORM F
STRUCTURE & ORGANISATION

1. Name & address of the Bidder
2. Telephone no./Telex no./Fax no.
3. Legal status of the Bidder (attach copies of original document defining the legal status)
 - a) An Individual
 - b) A proprietary firm
 - c) A firm in partnership
 - d) A limited company or Corporation
4. Particulars of registration with various Government Bodies (attach attested photocopy)
Organization/Place of registration No.
a.....
b.....
c.....
5. Names and titles of Directors & Officers with designation to be concerned with this work.
6. Designation of individuals authorized to act for the organization.
7. Was the Bidder ever required to suspend work for a period of more than six months continuously after he commenced the construction? If so, give the name of the project and reasons of suspension of work.
8. Has the Bidder, or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion? If so, give name of the project and reasons for abandonment.
9. Has the Bidder, or any constituent partner in case of partnership firm, ever been debarred/blacklisted for Biding in any organization at any time? If so, give details.
10. Has the Bidder, or any constituent partner in case of partnership firm, ever been convicted by the court of law? If so, give details.
11. Any other information considered necessary but not included above.

Signature of Bidder(s)

GENERAL DOCUMENTS TO BE PROVIDED AND RELATED CONDITIONS -

1. Copies of award letter/ Contract/Work Orders in support of execution of similar nature of work. / Installation/Commissioning Report.
2. Completion certificate along with performance Certificate and payment certified copy or any other document evidencing value of completed portion of work to be submitted, giving of work, value of works, completion period etc. Completion Certificate from Central Govt./ State Govt. / Semi Govt. or with reputed Public Limited companies will only be accepted.
3. Copy of GST certificate and PAN Card.
4. That the Credential or any other Papers submitted is incorrect / manufactured / fabricated, in such case(s) bid will not be considered for evaluation and that the submitted bid documents will be out rightly rejected without any prejudice.
5. Before issuance of the work order, the Bid Inviting Authority may verify the Credential & other Documents of the lowest Bidder if considered necessary. After verification, if it is found that such documents submitted by the **lowest** Bidder are either manufactured or false in that case, a work order will not be issued in favor of the Bidder under any circumstances.
6. Bidders should quote as per the Price Bid format and in the allotted space only. Prices bids not received in prescribed format will be liable for rejection.
7. The acceptance of bid and award of contract (AOC) to one and more than one Contractor, if considered necessary, will rest with the Employer who does not bind himself to accept the lowest Bid and will reserve to himself the authority to accept a bid in whole or in part or reject any or all the bids received without assigning any reasons thereof and no explanation can be demanded for the cause of rejection of bid by any Bidder, neither any claim whatsoever on this score is tenable.
8. To Reject all technical bids in case of no suitability as per specified technical specification. And conditions to include new items and conditions, split, and distribute the work amongst more than one agency etc. in the interest of the Project(s)/ Company, without assigning any reason thereof.

INSTRUCTION TO BIDDERS

Bids are invited by NID Assam on **two bid system** for **“Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys’ and girls’ hostel NID, Assam Campus.”** to be submitted offline in **one big envelope containing two separate sealed envelopes superscribed as [Technical bid and financial bid]** before the prescribed date & time in NIB.

Offline mode of Bid submission will be followed for this bid. Bids submitted after the prescribed date and time shall not be accepted.

Clarification of Bids: -

1. Clarification of any doubts of the intending Bidders related to Bid document and scope of work can be mailed to tenders@nidj.ac.in. Name of the Bidder with details of the Bid should be mentioned with the clarification sought without which no response shall be provided to that query.
2. The response to the query/ clarification raised by any Bidder will be uploaded on the website along with queries/clarifications raised or mailed to them. Accordingly, corrigendum shall be published (if required).
3. No Queries shall be entertained after the last date for raising of query.
4. Amendment to the bidding document at any time prior to the deadline for submission of Bids, NID Assam, for any reason, whether, at its own Initiative or in response to a clarification requested by a prospective Bidder, may modify the Bidding Document, by amendment.
5. To allow prospective Bidders reasonable time in which to take the amendment into account in preparing their Bids, NID Assam, at its discretion, may extend the deadline for the submission of Bids.
6. Any amendment to this effect will be notified on the institute website and Bidders are requested to keep checking the website for updates.
7. Cost of Bidding: The Bidder shall bear all the costs associated with the preparation and submission of its Bid, and NID Assam will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

Format and signing of Bid: -

1. The Bidder shall prepare and submit the original bid, clearly marking **“Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys’ and girls’ hostel NID, Assam Campus.”** on the top of the cover. Technical and commercial bids should be placed in two separate envelopes, superscribed Technical Bid and Commercial Bid respectively in one single envelope.
2. The Original bid shall be typed or written in indelible ink and shall be signed by the Bidder or person (s) duly authorized to bind the Bidder to the contract. The person(s) signing the bids shall Initial all the pages of the bids, except for unamended printed literature.
3. Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person signing the bids.

Sealing and Marking of Bids: -

1. The Bidder shall submit a sealed envelope containing technical bid and Commercial bids separately.
2. The Bidder shall seal the envelope containing technical bid The envelope should be superscribed with **technical bid “Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls’ hostel NID, Assam Campus.”** and following documents need to provide-
3. “The Bidder shall seal the envelope containing **Commercial Bid**. The envelope should be superscribed with **financial bid - “Supply, installation, testing and commissioning of Fire pump,**

jockey pump and piping for boys and girls hostel NID, Assam Campus.”.

4. The bid documents in sealed envelope shall be addressed to NID, Assam at the address given below: Chief Administrative Officer
National Institute of Design, Assam
Vill- Tocklai, PO-Rajabari,
Jorhat, Assam-785014
5. If the envelope is not sealed and marked, NID Assam will assume no responsibility for the Bid's. Misplacement or its premature opening.
6. **Cover I (Technical Bid):** Bidder should submit all documents pertaining to Eligibility Criteria mentioned in NIB, Letter of Transmittal (In Company's Letter Head) and Affidavit, Copy of Credential's/Certificates for qualifying Eligibility Criteria as specified in NIB. Bidder should submit the NIB Document along with GCC, SCC, ITT, Form of Bid, Form of Agreement, Form of Performance Security, Bid Security Declaration form, Technical Specifications/Technical Bid.
Cover –II (Financial Bid): The financial Bid format is provided, the rates offered should be entered in the allotted space only. The Financial Bid/BOQ template must not be modified/replaced by the Bidder; else the bid submitted is liable to be rejected for this Bid.
Cover I and cover II then should be enclosed in one big envelope with the name of the bid and address of the Bidder clearly mentioned.

EMD: -

1. The Bidder shall have to pay the **Earnest Money Deposit of 2% of the Estimated value amounting to Rs 45420 /- (Rupees forty-five thousand four twenty/-)** by demand draft/Pay Order/Banker's cheque drawn in favor of “**National Institute of Design, Assam**” payable at Jorhat from any Nationalized/Schedule Bank.

Contacting NID Assam: -

1. The Bidder shall Not contact NID Assam on any matter relating to its Bid, from the time of opening of Bid to the time a communication in writing about its qualification or otherwise received from NID Assam.
2. Any effort by the Bidder to influence NID Assam in its decisions on Bid evaluation, comparison may result in the rejection of the Bid.

Bid Validity:

The Bids shall be valid for a period of **04 (four) months i.e., 120 days** from the date of opening of the Price bid or any extension thereto.

Performance Security:

Performance Security in the form of Bank Guarantee/Pledged FD/Account Payee DD @ 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format of NID Assam to be deposited within 7 days from issue of Letter of Acceptance, failing which their order shall be cancelled. Performance Security shall be kept up to a extended period of 30 days from end of successful completion of work or at the end of LD period whichever is applicable.

Award of Contract: -

1. NID Assam will award the contract the successful Bidder, out of the Bidders who have responded to NID Assam's Bid as referred above, who has been determined to qualify to perform the contract satisfactorily, and whose Bid has been determined to be substantially responsive and is the lowest evaluated Bid. Letter of acceptance (LOA) will be provided to the successful Bidder and within 7 days of receipt of the LOA, Performance Security must be submitted, failing which the bid shall stand cancelled. On submission of Performance Security, a letter of commencement of work shall be issued.
2. The employer reserves the right to postpone the date for presentation and opening of Bids and will give timely notice of any such postponement to the prospective Bidders.
3. Acceptance or rejection of any Bid is left entirely to the discretion of the authority empowered to deal with the matter and no query/ explanation can be demanded by any Bidder for the cause of rejection of his Bid.
4. If the Bidder deliberately gives wrong information in his Bid or creates circumstances for the acceptance of his Bid, the NID Assam reserves the right to reject such Bid at any stage.
5. If a Bidders seeks to clarify his quotations or rates, this should only be done in a separate covering letter. No material modifications to the specifications, item descriptions, contract clause, etc. will however be entertained.
6. By submitting a bid for the work, a Bidder will be deemed to have satisfied himself by actual inspection of the site and locality of the work, that the rates quoted by him in the bid will be adequate to complete such work according to the specifications and conditions attached there to and he has taken into account all conditions and difficulties that may be encountered during its progress and to have quoted labor and material rates which shall include cost of materials with taxes, Octroi and other duties, lead, lift, loading and unloading, freight for materials, and all other charges including the furnishing of all plant, Equipment, tools, scaffolding and other facilities and services, necessary or proper for the completion and maintenance of the work, except such as may be otherwise expressly provided for in the contract documents for the completion and maintenance of the work to the entire satisfaction of the Engineer.
7. The successful Bidder shall make his own arrangements for all materials, except as specified in the contract, if any.
8. The quantities shown in the attached schedule/BOQ are given as a guide and approximate only and are subject to variation according to the needs of the Employer. The Employer accepts no liability for their accuracy. The Employer does not guarantee work under each item of the schedule.
9. Each page of the bid shall be signed by the Bidder. Bidder by partnership may be signed in the firm's name by one of the partners or managers or any other duly authorized representative followed by the name and designation of the person so signing. An attested copy of the partnership deed must accompany the bid of any partnership firm. Bids by a company shall be signed with the name of the company by a person authorized on this behalf and Power of Attorney or other satisfactory proof showing that the person signing the bid documents on behalf of the company is duly authorized to do so, shall accompany the bid. The Employer will not be bound by any Power of Attorney granted by the Bidders or by changes in the composition of the firm, made after the execution of the contract. It may, however, recognize such Power of Attorney and changes after obtaining proper legal advice, the cost of which may be chargeable to the contractor. With their quotations the Bidders shall submit by manually signing all schedules, specifications, GCC, special conditions, etc. in token of acceptance thereof. The signature on the Bid schedule alone shall also be deemed to be taken as acceptance of all these.
10. If a Bidder expires after the submission of his Bid or after the acceptance of his Bid the Employer may deem such Bid as cancelled. If a partner of the firm expires after the submission of their Bid, the Employer may deem such Bid cancelled UNLESS THE FIRM RETAINS its character.

11. If the Bidder has a relative employed in any capacity in the NID, ASSAM, he shall inform the authority calling for Bids of the said fact when submitting his Bid, failing which his contract may be rescinded. If the said fact subsequently comes to light, he shall be liable to make good to the Employer any loss or damage resulting from such cancellation.
12. No contract work, however petty, may be carried out except under and in accordance with a duly executed agreement or on a special written authority from a duly authorized officer of the Employer.
13. No agreement is valid unless signed by the contractor or his duly authorized agent and by a competent person on behalf of the Employer.
14. The form of Agreement, Form of Bid, Invitation to Bid, Instruction to Bidder, General Conditions of Contract, Special Conditions of Contract, Specifications, Drawing and the rates and amount accepted against the items of the Bid schedule together with the Bid covering letter, and all correspondence entered into between the Employer and the Bidder prior to the issue of the Letter of Acceptance and the Letter of Commencement awarding the work shall form the contract.
15. If there is any conflict between any of the provisions in the special conditions and those in any of the other documents referred to, the provisions in the special conditions shall prevail.
16. If there is any difference between the description in the specification and drawings and the works items in the Bid schedule, the work items in the Bid schedule shall prevail for determining the rates.
17. In the event of any discrepancy between the rate quoted in the Bid in words and these quoted in figures, the rates quoted in words shall be controlled.
18. Acceptance of the Bid will be intimated to the successful Bidder through a letter of acceptance. The contract shall then be required to execute an Agreement within the time specified in the letter of Commencement. In the event of failure on the part of the contractor to sign the Agreement within the specified time, the acceptance of his Bid shall consider as withdrawn.
19. On completion of the work, the contractor will hand over the work to the Employer /NID, ASSAM in approved format and after clearing the site to the entire satisfaction of the Client.
20. After issue of letter of Commencement of work, Contractor shall execute the formal Agreement in approved format on non-judicial stamp paper of not less than Rs. 100/- (Rupees One Hundred only) within 7 days from the issue of letter of commencement of work. The cost of stamp paper shall be borne by the Contractor.

LETTER OF TRANSMITTAL
(In the Letter Head of the Bidder)

To

The Director

National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam

Sub: Submission of Bid for the work of “**Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus.**”

Ref: NIB No.: NIDJ/202-21/ESTATE/ELECTRICAL/....

Dear Sir,

Having visited the Site, ascertained the Site conditions, and examined the General Conditions of Contract as well as Special Conditions of Contract, Notice Inviting Bids, Instructions to Bidders, of NID, Assam etc. and addenda for the above project, we the undersigned, are pleased to submit our Bid along with relevant documents as below: -

We acknowledge our unconditional acceptance of all the terms & conditions of the Bid.

While preparing this Bid, we gathered our own information and conducted our own inquiry / survey to our satisfaction, and we did not rely solely on the information provided in this BID. We shall not hold **NID, Assam** responsible on any account in this regard.

We undertake, if our Bid is accepted, to commence the works within the stipulated time and to complete the whole of the works comprised in the Contract document within the stipulated time based on the reckoned date of start as scheduled.

If our Bid is accepted, we will furnish a bank guarantee as Performance security for the due performance of the Contract. The amount and form of such guarantee or bond will be in accordance with as given in the Bid document.

We are aware that in the event of a delay in the execution of the Project, beyond the agreed schedule due to reasons attributable to us, liquidated damages shall be recovered from us as per Conditions of Contract.

Our Bid is valid for a period of **120 days** from the date of opening of the Price Bid or any extension thereto.

We agree to the General Conditions of Contract and Special Conditions of Contract and the terms and conditions mentioned in the BID.

We declare that for submission of this Bid confirms that no agent, middleman, or any intermediary has been, or will be engaged to provide any services, or any other item of work related to the award of this Contract.

We further confirm and declare that no agency commission or any payment, which may be construed as an agency, commission has been, or will be, paid and that the Bid price does not include any such amount.

We acknowledge the right of **NID, Assam**, if it finds anything to the contrary, to declare our Bid to be non-compliant and if the Contract has been awarded to declare the Contract null and void.

We understand that you are not bound to accept the lowest or any Bid you may receive.

If our Bid is accepted, we understand that we are to be held solely responsible for the due performance of the Contract.

We enclose all documents as required in the

Bid. Dated this day of __2024.

Signature _____ Name _____

_____ on behalf of __ Address

FORM OF AGREEMENT

This Agreement is made on

BETWEEN

The **National Institute of Design, Assam** (hereinafter called as “Institute” of the one part)

and

M/S..... (hereinafter called as "Contractor" of the other part). WHEREAS the Institute floated Bid No. NIDJ/2024-25/Estate/Elec/..... dated 02-04-2023 for “**Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus.**” and accepted the quote submitted by the contractor vide **LOA, No NIDJ/2024-25/Estate/Elect/ & Work order No.**

NOW THIS AGREEMENT WITNESSTH as follows: -

In this agreement words and expressions shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.

This agreement is valid for the period of w.e.f. or the date of signing of this agreement, whichever is earlier.

The following documents shall be deemed to form and be read and construed as part of this Agreement viz – The Bid Document along with all annexures.

Accepted Item Rate offer by

Correspondence between the Institute and the Contractor prior to issue of the letter of Acceptance, In consideration of the payments to be made by the Institute to the contractor as mentioned hereinafter, the contractor hereby covenants to complete the “**Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus.**” in conformity in all respects with the provision of the contract.

The Payment shall be made as given here under:

..... payable against the completion of the work as per the terms and conditions of the Bid.

(c) All payments due under the contract shall be paid after deduction of statutory levies at source like TDS, GST, etc., wherever applicable. Any other document, if required by the accounts department for processing of bills, must be produced and shall be binding on the contractor.

In consideration of the payments to be made by the Employer to the contractor as here-in- after mentioned the contractor hereby covenants with the Employer to construct, Complete, and maintain the works in conformity in all respects with the provision of the contract.

Defect Liability Period (DLP) shall be considered 12 months from the date of Handing over of the work with satisfactory completion of the works as certified by NID, Assam.

IN WITNESS WHEREOF THE parties hereto have hereunto set their respective hands and seals the day

and year first above written. Signed, sealed, and delivered by the said:

Signed, sealed, and delivered by the saidin the presence of.	Dated signature of Contractor Dated signature of the
Dated signature of Contractor Dated signature of the Employer	Designation

FORM OF BID

Bidders/Bidders are requested to fill up all the blank spaces in this Bid Form.

To

Name of work:

.....

.....(As shown in the invitation to Bid.) Gentleman,

Having examined the invitation to Bid, Instruction to Bid, GCC, Special conditions, Specifications, Bid Schedule and Bid Drawings for the Construction of the works mentioned above, we the undersigned offer to construct the whole of the said works in conformity with the said Bid documents for the sum of or such other sum as may be ascertained in accordance with the said conditions.

We undertake, if our Bid is accepted, to commence the works within **7(Seven) days** from the date of signing the contract or Letter of Commencement/Work order, complete and deliver the whole of the works comprised in the contract within days calculated.

from the date of signing the contract or Letter of commencement/work order.

We agree to abide by this Bid for the period of 120 (one hundred twenty) days from the date of opening of the price Bid and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Unless and until a formal Agreement is prepared and executed, this Bid, together with your written acceptance thereof, shall constitute a binding contract between us.

We understand that you are not bound to accept the lowest or any Bid you may receive.

6. Dated this day of

Signature (For bidder)	Signature (For NID Assam)
Name	Name
Designation	Designation

Signature of witness	Signature of witness
Name	Name
Designation	Designation

Ref: Date:

AFFIDAVIT

I/We,, S/O.
resident of
Contractor / Partner or sole Proprietor (strike out which is not applicable) of firm
M/s..... do hereby solemnly affirms and declare that our Individual /
Firm / Companies is not blacklisted by any State / Central Govt. Deptt. or any PSUs.

DEPONENT

Place :

Date :

Address :

.....

.....

GENERAL CONDITIONS OF CONTRACT (GCC)

Definitions:

“Principal” means National Institute of Design, Assam and includes their successors.

“Bidder” means the person, firm or company submitting a Bid against the Invitation to Bid.

“Contractor” means the person, firm or Company whose Bid has been accepted.

“Party” means a signatory to this agreement.

“Contract” means the contract entered between the Principal and Contractors.

1. Subcontracts: -

i. The Supplier shall not assign to others, in whole or in part, their obligation to perform under the contract, except with NID, Assam’s prior written consent.

2. Commitments of the Principal: - The Principal commits itself to take all measures necessary to prevent corruption (inducement to violate duty assigned by its employees) and to observe the following principles:

- i. No employee of the principal, personally or through family members or any third person, will in connection with all stages of Biding or the execution of Contract, demand or take a promise, or accept, for him/herself or any third person, any material or immaterial benefit which he/she is not legally entitled to.
- ii. The principal will, during the Bid process, treat all Bidders with equity and reason. The principal will, before and during the Bid process, provide to all Bidders the same information and will not provide to any Bidder any information/clarification through which the Bidder could obtain an advantage in relation to the Bid process or the Contract execution.
- iii. If the Principal obtains information on the conduct of any of its employees which is a criminal offence under the relevant Anticorruption Laws of India/guidelines of Govt./guidelines of CVC/guidelines or Principal, or if there be a substantive suspicion in this regard, the principal will inform its Vigilance Department and in addition can Initiate disciplinary actions.

3. Commitments of the Bidder/Contractor: -The Bidder/Contractor commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Bid process and during the Contract execution.

- i. The Bidder/Contractor will not directly or through any other person(s) or firm, offer, promise or give to the Principal, or to any of the principal’s employees involved in the Bid process or the execution of the Contract or to any third person any material or immaterial benefit which he/she is not legally entitled to in order to obtain, in exchange, an advantage during the Bid process or to vitiate the principal’s Bid process or the execution of the Contract.

- ii. The Bidder/Contractor will not enter with other Bidders into any illegal agreement or understanding, whether formal or informal. This applies to prices, specifications, certifications, subsidiary contractors, submission or non-submission of bids or actions to restrict competitiveness or to vitiate the principal's Bid process or the execution of the contract.
- iii. The Bidder/Contractor will not commit any criminal offence under the relevant Anti-corruption Laws of India; further, the Bidder/Contractor will not use improperly, for purposes of competition or personal gain, or pass onto others, any information provided by the principal as part of the business relationship, regarding plans, technical proposals, and business details, including information contained or transmitted electronically.
- iv. The Bidder/Contractor will, when presenting his bid, disclose all payments he has made, is committed to, or intends to make to agents, brokers, or any other intermediaries in connection with the award of the Contract.
- v. The Bidder/Contractor will not instigate third persons to commit offences outlines above or be an accessory to such offences.

4. Obligation to Ensure Compliance: -

- i. Each Party will take all reasonable steps to ensure that the provisions of this Agreement which are binding on it are complied with by all its staff, consultants, parent and associated and subsidiary companies, agents, sub-contractors, and suppliers (if applicable).

5. Dis-qualification from Bid process and exclusion from future contracts: -

- i. If the Bidder, before Contract award, has committed a transgression through a violation of any of the terms **under Clause 3.ii** or any other form such as to put his reliability or credibility as Bidder into question, the principal is entitled to disqualify the Bidder from the Bid process or to terminate the Contract if already signed, for such reason.
- ii. If the Bidder/Contractor has committed a transgression through a violation of any of the terms **under clause 3.ii** or in any other form such as to put his reliability or credibility into question, the principal is entitled also to exclude the Bidder/Contractor from future Contract award processes. The imposition and duration of the exclusion will be determined by the severity of the transgression. The severity will be determined by the circumstances of the case, in particular the number of transgressions, the position of the transgressors within the Company hierarchy of the Bidder/Contractor and the amount of the damage. **The exclusion will be imposed for a minimum of 6 months and a maximum of 3 years.**
- iii. If the Bidder/Contractor can prove that he has restored/recouped the damage caused by him and has installed a suitable corruption prevention system, the principal may revoke the exclusion prematurely.
- iv. A transgression is considered to have occurred if, considering all available evidence, no reasonable doubt is possible.

6. Previous Transgression:

- i. The Bidder hereby declares that no previous transgressions occurred in the last 3 (three) years with any other Company in any country or with any other Public Sector Enterprise in India and, as such, there is no case of his exclusion from the Bid process.
- ii. The Bidder hereby concedes that if he has made/makes incorrect statement regarding this aspect, he can be disqualified from the Bid process or the Contract, if already awarded, can be terminated for that reason.

7. Breaches of this Agreement: -

- i. If any party believes that there is prima facie evidence that there has been a failure by a party to comply with any provision of this agreement, such Party will take the following actions:
- ii. It will report full details of such suspected non-compliance to the Chief Executives of each of the Parties.
- iii. If any such non-compliance has been carried out, or assisted by an individual who is a member of a professional association, and such non-compliance may constitute a breach of any disciplinary code of such professional association, such Party may report such matter to the professional association.
- iv. If such non-compliance may constitute a criminal offence, either in the country in which the contract is being carried out, or in the home country of the Organization or individual which carried out or assisted such non-compliance, such Party may report such matter to the criminal authorities in those territories.
- v. If any Party breaches any provision of this Agreement, the other Parties may, in addition to the rights under this agreement, claim damages against the defaulting Party, and exercise any other rights they may have against the defaulting party.
- vi. The Parties will take appropriate disciplinary or enforcement action against any of their staff, consultants, parent and associated and subsidiary companies, agents and suppliers who cause or assist in any breach of any provision of this agreement.

8. Force majeure: -

If at any time during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be prevented or delayed by reason of any war, hostility acts of the public enemy, civil commotion, fires, floods, explosive epidemics, quarantine, restriction or other acts of God, strikes & lockout (hereinafter referred to as eventualities), pandemic (Covid-19), then, provided notice of the happening of such eventuality is given by either party to the other within 15 days from the date of occurrence thereof, neither party have any claim for damage against the other in respect of such non-performance or delay in performance and deliveries/construction work under this contract shall be resumed as soon as practicable after such eventuality has come to an end of account to exist and the decision of the Employer/client as to whether the deliveries/ construction works have been so resumed shall be final & conclusive.

9. Resolution of Disputes: -

- i. It will be NID Assam's endeavor to resolve amicably any disputes or differences that may arise between NID, Assam and the contractor from misconstruing the meaning and operation of the Bid and the breach that may result.
- ii. In case of Dispute or difference arising between NID, Assam and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or difference shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The Arbitrators shall be chosen by mutual discussion between NID, Assam and the contractor OR in case of disagreement each party may appoint an arbitrator and such arbitrators may appoint an Umpire before entering on the reference. The decision of the Umpire shall be final.
- iii. The Bidder shall continue work under the Contract during the arbitration proceedings unless otherwise directed in writing by NID, Assam or unless the matter is such that the work cannot possibly be continued until the decision of the Arbitrator, or the umpire is obtained.

10. Arbitration: -

- iv. Arbitration proceedings shall be held at Jorhat, Assam, India, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English; Notwithstanding anything contained above, in case of dispute, claim & legal action arising out of the contract, the parties shall be subject to the jurisdiction of courts at Jorhat, Assam, India only.
- v. Any notice given by one party to the other pursuant to this Contract shall be sent to the other party in writing or by email and confirmed in writing to the other party's specified address. The same must be acknowledged by the receiver in writing. A notice shall be effective when delivered or on the notice's effective date, whichever is later.

SPECIAL CONDITIONS OF CONTRACT (SCC)

1. GENERAL: -

- i. The contract shall be governed by NID, ASSAM's General Condition of Contract, Special Conditions of Contract, NIB Conditions. The work specified in this Bid shall be executed as per the latest CPWD specifications in addition to Special Conditions of Contract enumerated hereunder. The agency will have to quote item rates as per the Price Bid.
- ii. The special conditions of contract and other Bid documents are complementary to and shall be read in conjunction with each other.
- iii. In case of any conflict of meaning between the special conditions of contract and the CPWD Specifications, the provision of the special conditions shall override.

2. NAME OF WORK: - "Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girls hostel NID, Assam Campus."

3. Scope Of Work: Brief scope of work Includes the following: -

The site is inside of NID, Assam. "Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boy's and girl's hostel NID, Assam Campus."

- Supply and installation of Fire Pump and Jockey Pump.
- Supply, laying, and commissioning of piping.
- Testing and commissioning of the entire system to ensure operational efficiency.
- Training and handover of the fire protection system.
- The work must adhere to all applicable national and international fire safety standards.

4. TECHNICAL SPECIFICATIONS: -

The following are the technical specifications for the work: Pressure at hydraulically remote hydrant and at the highest hydrant shall not be less than 3.5 kgf/cm² . The pressure at the hydrants shall however not exceed 7 kgf/cm² .

- **Fire Pump:** (Discharge: 1620 lpm/2280 lpm/2850 lpm. Head: 35 m + Height of terrace level hydrant above pump level +6% of the maximum length of pipe from pump discharge to any hydrant at terrace level)
- **Jockey Pump:** (180 lpm, Head: 35 m + height of terrace level hydrant above pump level)
- **Piping:** High-grade fire-rated pipes as per IS standards.
- **Valves and Fittings:** IS-compliant accessories, including pressure gauges, non-return valves, and isolation valves.
- The pipeline will be designed in such a way that it should be possible to get discharge at any location. Design parameters shall be as under: - (i) Maximum flow velocity: 2.5 mps (ii) Maximum Friction: 5 m per 100 m run.
- Installation must comply with **National Building Code (NBC) 2016**
- The entire metal work above ground level shall be painted with red color shade No. 536 of IS:5
- Pump, motor and engine shall be painted with red color shade No. 536 of IS:5

5. Performance Security/Performance bank Guarantee (PBG): -

PBG in the form of Bank Guarantee 5% of Contract value from any Nationalized / Scheduled Bank in the prescribed format is to be submitted within 7 (Seven) days of issue of letter of

Acceptance failing which the contract is liable to be terminated and PBG will return after successful completion of defect liability period.

6. Defect Liability Period (DLP): - shall be considered 12 months from the date of Handing Over of the work with satisfactory completion of the works as certified by NID, Assam.

The Contractor shall fully indemnify the project and save NID, Assam from and against all losses, penalties, claims, damages, expenses, action, or other proceedings arising out of and resulting from non-performance or unsatisfactory performance of the contractual obligations undertaken by the Contractor. The Contractor shall also reimburse to NID, Assam all losses and damages as may be suffered by it for non-conforming to the time schedule granted by the NID, Assam or for not adopting the standards specified in the NIB or which may arise out of or because of construction and maintenance of works.

The entire work is to be carried out as per the NIB Conditions, Special Conditions of Contract, General Conditions of Contract.

7. SITE CONDITIONS/ SITE INSPECTION

- Before Bidding, the contractor should get himself thoroughly acquainted with the site conditions, any problem likely to be encountered during execution of work and other facilities which are available at site. No claim on the plea of ignorance of site conditions etc. should be entertained later.
- Site inspection report shall be submitted along with the bid.

8. SITE FACILITIES: -

- Water supply shall be made available to the contractor by the Department free of charge at only one point for installation. Further extension if required shall be done by the contractor at his cost. In case of composite contracts, having Firefighting work as one of the works, this

arrangement shall be made by the agency/ contractor only.

- ii. Accommodation of Contractors workmen and security of contractor's materials.
- iii. No accommodation for workmen shall be provided inside the campus. Contractors should be fully responsible for proper storage and security of its materials, including tools and machinery, etc. Contractor shall not hold NID, Assam liable for any loss of material, etc.

iv. Power Supply: -

- a) Unless otherwise specified, 3 phase, 415 volts, 50 Hz, AC power supply (5 kW) shall be provided by the department free of charge to the contractor at one point for installation at site. Termination switchgear, however, shall be provided by the contractor. Further extension, if required, shall be carried out by the contractor.
- b) The power supply for testing and commissioning of the complete installation shall be made available by the Department free of charge to the contractor. For this purpose, the power supply shall be given at the main incomer Unit of the electrical panel to be provided by the contractor. The termination of this feeder in the main incomer Unit shall be the responsibility of the contractor and nothing extra shall be paid on this account.
- c) Unless otherwise specified in the contract, further power distribution to the various equipment shall be done by the contractor.
- d) Where the power supply has to be arranged by the Department at more than one point as per the terms of the contract, the termination of all such power feeders in the incomer of respective control panels to be provided by the contractor shall be the responsibility of the contractor and nothing extra shall be paid on this account.
- e) The contractor shall use the power supply only for the bonafide use of the work. No major fabrication work shall be done at site. Power shall be used only for welding/cutting works. The power supply shall be disconnected in case of such default and the contractor shall then have to arrange the required power supply at his cost.
- f) In case of composite contracts, having Firefighting work as one of the works, these arrangements shall be made by the agency/ contractor only.

- 9. DRAWING AND SPECIFICATIONS:** - The contractor shall prepare and submit following drawings and get them approved from the Engineer-in-charge before the start of the work. The approval of drawings however does not absolve the contractor of his responsibility to supply the equipment/materials as per agreement. In case of any contradiction between the approved drawings and agreement the decision of the Engineer-in-Charge shall be final and binding on the contractor.

- a) Layout drawings of the equipment to be installed in pump room and terrace.
- b) Drawings showing the details of erection of entire equipment including their foundations.
- c) Plumbing drawings showing the layout of entire piping, diameter and length of pipes, hydrant, air vessel, valves and isometric drawings showing connections to various equipment.
- d) Sprinkler drawing indicating layout and sizes of pipe, location of valves, sprinklers etc.
- e) Electrical wiring diagrams for all electrical equipment and controls including the sizes and capacities of the various cables and equipment.
- f) Dimensioned drawings of all electrical and control panels.
- g) Drawings showing details of supports for pipes, cable trays etc.
- h) Any other drawing(s) relevant to the work.

Completion Drawings: Three sets of the following laminated drawings shall be submitted by the contractor while handing over the installation to the Department. Out of this one of the sets shall be laminated on a hard base for display in the fire control room. In addition, one set will be given on compact disc.

- a) Installation drawings giving complete details of all the equipment, including their foundations,
- b) Plumbing layout drawings giving sizes and lengths of all the pipes and the 9 sizes and locations of all types of valves, and including isometric drawings for the entire piping including the pipe connections to the various equipment,
- c) Line diagram and layout of all electrical control panels giving switchgear ratings and their disposition, cable feeder sizes and their layout,
- d) Control wiring drawings with all control components and sequence of operations to explain the operation of control circuits.

10. DOCUMENTS TO BE FURNISHED ON COMPLETION OF INSTALLATION:-

Three sets of the following documents shall be furnished to the department by the contractor on completion of work: -

- a) Completion drawings as per clause 9.
- b) 3 sets of manufacturer's technical catalogues of all equipment and accessories.
- c) Operation and maintenance manual of all major equipment, detailing all adjustments, operation, and maintenance procedure.
- d) Name plate details of all equipment.
- e) Any other relevant documents.

11. RATES: -

- i. The rates shall be inclusive of all taxes. It is intended to provide for works duly and properly completed in accordance with the CPWD specifications and Special Conditions of Contract with specifications and drawings together with such alteration or conditions as may be required/ ordered and without prejudice to the generality thereof which include for details of construction which are obviously and fairly intended and which may not have been specifically referred to in these documents and drawings but are essential though of minor nature and shall be deemed to include.
- ii. All types of taxes, duties, royalties, rents, octroi, cess etc., materials, equipment etc. levied by the Central Govt./State Govt./ Local authorities will be fully borne by the contractor.
- iii. **Income Tax** will be recovered at the prevailing rate from Bill as applicable.

12. Completion Time: Time is the essence of the contract. The entire work under these contracts shall be completed in all respects within **60 days** from the date of issuing a Go-Ahead Letter/Work order from NID, Assam.

13. Royalties & Patent Rights:

All Royalties/ Cess etc. or other sums payable in respect of the supply and use in carrying out the works as described by or referred to in the contract drawings, the contract specifications and the Contract Schedule of Quantities of any patented articles, processes or inventions shall be deemed to have been included in the contract sum, and the contractor shall indemnify the Owner against all claims, proceedings, damages, costs and expenses which may be brought or made against the Owner or to which they may be put by reason of the Contractor infringing or being held to have infringed any patent rights to any such articles, process and inventions. Provided that where, in compliance with owner's instruction the contractor shall supply and use in carrying out the works of any patented articles, processes or inventions, the contractor shall not be liable in respect of any infringement or alleged infringement of any patent rights in relations to any such articles, processes or inventions and all royalties, damages or other money which the contractor maybe liable to pay to the persons entitled

to such patent rights shall be added to the contract sum.

14. MEASUREMENT AND COMPLETION CERTIFICATE: -

- i. The contractor shall submit technical specifications before commencement of work.
- ii. On completion of the work, the contractor must contact the Engineer-in-Charge and all statutory tests need to be done at the Facility.
- iii. The contractor will hand over each work to the client in the approved format immediately after completion of work which will be treated as handing over certificate and the date of signature of that certificate will be the date from which the DLP of that work will be reckoned.

15. SAFETY REGULATIONS: -

- i. In respect of works and all labors directly or indirectly employed in the work for the performance of contract, the contractor shall at his own expenses arrange for all the safety provisions as per codes of CPWD, Indian Standard Institution, The Indian Electricity Act, The Mines Act, Regulations,
- ii. Rules, and Orders made there under and such other acts as applicable from time to time. the thereof the employer may get this done departmentally or through other agencies and recover the cost from the contractor.
- iii. The contractor shall abide by all the security regulations promulgated from time to time by the Employer, and precautionary measures to be adopted as per rules.

16. ASSIGNMENT OF THE AGREEMENT: -

The contractor shall not assign or transfer or part with any of the rights, duties or obligations, benefits, or interest therein wholly or in part, under this agreement without the previous consent in writing of the employer.

17. SUBLETTING: -

The contractor shall not sublet the whole or any part of the works without the written consent of the Employer. Any breach of this condition shall entitle the employer to rescind the contract and render the contractor liable for payment to the employer in respect of any loss or damage arising or ensuing from such cancellation.

18. TERMINATION OF THE AGREEMENT: -

The employer shall have the right to terminate the agreement if it is decided to abandon, postpone, or curtail the work at any stage after giving one month's notice in writing to the contractor. Such termination shall not prejudice or affect in any way the rights and benefits accrued or liabilities and duties imposed under this agreement. The damage compensation and payment on account of such terminations directed by the Employer shall be binding.

19. SETTING OUT OF THE WORKS: -

The contractor shall be responsible for the true and proper setting out of the works and for the correctness of the position, levels, dimensions, and alignment of all parts of the works and for the provision of all necessary instruments, appliances, and labour in connection therewith. If at any time during the progress of the works any error shall appear or arise in the position, levels,

dimensions, or alignment of any part of the work the contractor on being required to do so by the Engineer or Engineer's representative shall at his own expenses rectify such error to the satisfaction of the Engineer or Engineer's representative.

20. DISPATCH OF MATERIALS TO SITE AND THEIR SAFE CUSTODY:

The contractor shall dispatch materials to site in consultation with the Engineer in- Charge. Suitable lockable storage accommodation shall be made available free of charge temporarily. Watch and ward, however, shall be the responsibility of contractor. Program of dispatch of material shall be framed keeping in view the building progress. Safe custody of all machinery and equipment supplied by the contractor shall be the responsibility of the contractor till final taking over by the department.

21. COMMENCEMENT OF WORK: -

- i. The contractor must commence the work within 07 (Seven) days from the date of issue of Letter of / Commencement/ Award/work order. In case the contractor fails to commence the work within the above specified time, his/ their performance bank guarantee shall be forfeited with the prior approval of the Bid accepting authority.
- ii. All incidental local problems and when arises, if any, are to be tackled and resolved by the Contractor so that work progresses smoothly till the completion of the work.
- iii. Expenditure, if any towards PF/ESI and other statutory obligations as applicable as per law till completion of the work will have to be borne by the contractor.
- iv. In case of conflict in meaning between any provision of Special Condition of Contract and General Condition of Contract, the provision of Special Condition shall override General Condition.
- v. A Manufacturer's Material Test certificate (if applicable) is required to be furnished for all purchasing materials from the concerned sellers/company. The cost of all the testing shall be borne by the contractor (if any).
- vi. All the pages of the Bid Document shall be signed and stamped as a token of acceptance by an authorized representative of the Contractor.
- vii. During execution, if any change is instructed for any work by the Engineer in charge or his representative shall be binding on the contractor.
- viii. All the work shall be carried out as per latest CPWD specifications, with up-to-date corrections, if any and direction of Engineer in-charge.

22. LIQUIDATED DAMAGES: -

The Contractor is liable to pay Liquidated Damage of 1 % of total contract value per week beyond the specified date of completion, subject to the total amount of Damages not exceeding 10 (ten) per cent of the Contract Price. However, the Contractor is entitled to time extension arising out of delays on account of change of scope and force majeure or delays caused by or attributable to the Procuring Entity. If so provided in the Bid Document, Procuring Entity is also liable to pay bonus (normally should not exceed ten percent) to the Contractor for completion of the project before the scheduled completion date, if so provided in the contract documents.

24. Extension of Time (EOT):-

Extension of Time (EOT) must not be left to the end, it should be dealt with promptly during the progress of the contract and for ongoing critical delay interim EOT may be awarded. The engineer shall, after due consultation with the procuring entity and the contractor, determine the length of such extension and notify the contractor accordingly, with a copy to the procuring entity. After the final

stage of completion is reached (final taking-over certificate issued), EOT and LD may be reviewed, if required.

25. PAYMENTS: -

- a) 70% of the work order value payable against supply of ordered items and confirmation of receipt of the items as accepted by NID, Assam.
- b) 30% of the work order value after completion of installation, commissioning, and acceptance, subject to validity of Performance Security.

The Final bill shall be submitted by the contractor after satisfactory completion of all the works accompanied by the joint measurement of the works certified by the representatives of NID, Assam and Contractor. Measurement shall be done as per actual executed quantities and payment shall be made as per actual measurements. Invoices of materials purchased, and any other documents (if any) sought by finance for clearance shall be submitted.

(Sd/-)
Chief Admin. Officer

PROFORMA FOR PERFORMANCE BANK GUARANTEE: -

In consideration of National Institute of Design Assam, Tocklai, Rajabari, Jorhat-785014, Assam, India (hereinafter referred to as “NID, ASSAM” which expression shall unless repugnant to the context or meaning thereof include its successors, administrators, and assigns) having award to with its Registered / Head Office at (hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors and assigns), a contract by issue of NID, ASSAM’s Letter of Acceptance No.____dated__valued at Rs.__(Rupees_____only) for____and the Contractor having agreed to provide a Contract Performance Guarantee for the faithful performance of the entire Contract equivalent to Rs._____(Rupees_____only) 5% (Five percent) of the said value of the Contract to NID, ASSAM, we_____are having its Head Office at_____(Hereinafter referred to as the “Bank”, which expression shall unless repugnant to the context or meaning thereof, include its successors, administrators, executors, and assigns) do hereby guarantee and undertake to pay NID, ASSAM, on demand immediately without protest or demur any and all money payable by the Contractor to the extent of Rs. (Rupees only) as afore said at any time and/or without any reference to the Contractor. Any such demand made by NID, ASSAM on the Bank shall not be questioned and shall be conclusive and binding notwithstanding any difference between NID, ASSAM and Contractor or any dispute pending before any Court, Tribunal, or any other authority.

We, the_____Bank undertake not to revoke with guarantee during its currency without previous consent of NID, ASSAM and further agree that the guarantee here in contained shall continue to be enforceable till NID, ASSAM discharges this guarantee, or.....whichever is earlier.

NID, ASSAM shall have the fullest liberty without affecting in any way the liability of the Bank under this guarantee from time to time to vary any of the terms & conditions of the contract and extend the time for performance of the Contract by the Contractor. NID,ASSAM shall have the fullest liberty, without affecting this guarantee, to post-poner from time to time the exercise of any powers vested in them or of any right which they might have against the Contractor, and to exercise the same at any time in any manner and either to enforce or to forbear to enforce any covenants, contained or implied, in the Contract between NID,ASSAM and the Contractor or any other course or remedy or security available to NID,ASSAM. The Bank shall not be released of its obligations under this guarantee by any exercise by NID,ASSAM of its liberty with reference to the matters aforesaid or any of them or by reason of any other acts of omission or commission on the part of NID,ASSAM or any other indulgence shown by NID,ASSAM or by any other matters or thing whatsoever which under law would, but for this provision have the effect of relieving the Bank.

The Bank also agrees that NID, ASSAM and its option shall be entitled to enforce this guarantee against the Bank as a Principal debtor, in the first instance without proceeding against the Contractor and notwithstanding any security or other guarantee that NID, ASSAM may have in relation to the Contractor’s liabilities.

This guarantee shall not be affected by the litigation or winding up, dissolution or any changes in the constitution of Contractor nor shall it be affected by any charges in the constitution of NID, ASSAM or by any amalgamation or absorption thereof or therewith but will ensure for and be available to and enforceable by absorbing or amalgamated company or concern.

Notwithstanding anything contained hereinabove, our liability under this guarantee is restricted to Rs. _____ (Rupees _____ only) subject to the clauses as stated immediately hereafter. This guarantee shall remain in force till _____.

This guarantee shall continue and hold good until it is released by NID,ASSAM on the application of the Contractor after expiry of the relative guarantee period of the said Contract and after the Contractor has discharged all their obligations under the said Contract and produced a certificate from NID,ASSAM's representative certifying the due completion of the works under the said contract and submitted a "No-demand certificate" provided always that unless extended this guarantee shall remain in force till. Should it be necessary to extend this guarantee beyond the said date on account of extension being granted by NID, ASSAM to the Contractor in respect of completion of works under the said contract or otherwise, we undertake to extend forthwith the period of guarantee on NID, ASSAM's request till such time as may be required by NID, ASSAM.

We, ___Bank shall be discharged of our liability under this guarantee unless claim is made by NID, ASSAM within 3(three) months from the date of expiry of this Bank guarantee.

PRICE BID (BID NO)

Name of Work: Supply, installation, testing and commissioning of Fire pump, jockey pump and piping for boys and girl's hostel NID, Assam Campus.

I/We hereby agree to carry out the work as per Rate quote given in the table below.

Sl. No	Description	Qty	UOM	Rate	Total
1	<p>a) Supplying, installation, testing and commissioning of 1620 LPM 88 M head Electric driven Main Fire Pump suitable for automatic operation and consisting of following, complete in all respects, as required.</p> <p>b) Horizontal type, multistage, centrifugal, split casing pump of cast iron body & bronze impeller with stainless steel shaft, mechanical seal conforming to IS 1520</p> <p>c) Suitable HP Squirrel cage induction motor, TEFC, synchronous speed 1500 RPM, suitable for operation on 415 volts, 3 phase 50 Hz, AC supply with IP 55 protection for enclosure, horizontal foot mounted type with Class-'F' Insulation, conforming to TS 325</p> <p>d) M.S. fabricated Common base plate, coupling, coupling guard, foundation bolt as required</p> <p>e) Suitable cement concrete foundation duly plastered with anti-vibration pads.</p>	1	Each		
2	<p>a) Supplying, installation, testing and commissioning of 180 LPM 88 M head electric driven pressurization pump suitable for automatic operation and consisting of following, complete in all respects, as required : (Jockey Pump)</p> <p>b) Horizontal type, multistage, centrifugal pump of cast iron body and bronze impeller with stainless steel shaft, mechanical seal conforming to IS : 1520.</p> <p>c) Suitable HP squirrel cage induction motor TEFC type suitable for operation on 415 volts, 3 phase 50 Hz AC supply with IP 55 class of protection for enclosure, horizontal foot mounted type with Class-'F' insulation, conforming to IS :325</p> <p>d) M.S.fabricated Common base plate, coupling, coupling guard, foundation bolts. etc. as required</p> <p>e) Suitable cement concrete foundation duly plastered and with anti-vibration pads.</p>	1	Each		
3	<p>Providing laying, testing & commissioning of 'C' class 200 MM Dia heavy duty MS Pipe conforming to IS 1239/3589 i/c fittings like elbows, tees, flanges, tapers, nuts bolts, gaskets etc. in ground including welding, excavation & providing cement concrete blocks as supports, anti-corrosive treatment with coal tar/asphalt tape as per IS 10221, refilling the trench etc. including header for pumps.</p>	37	mtr		
4	<p>Providing, laying, testing & commissioning of 'C' 186 mtr class heavy duty MS pipe conforming to IS 1239/3589 including Welding, fittings like elbows, tees, flanges, tapers, nuts bolts, gaskets etc. and fixing the pipe on the wall/ceiling with suitable clamp/support frame and painting with two or more coats of synthetic enamel paint of required shade complete as required.</p>	186	mtr		

5	Supplying, fixing, testing, and commissioning of butterfly valve of PN 1.6 rating with bronze/gunmetal seat duly IS marked complete with nuts, bolts, washers, gaskets conforming to IS 13095 of following sizes as required:				
5.1	200 MM Dia	1	No's		
5.2	150 MM Dia	1	No's		
6	Providing, installation, testing and commissioning of non-return valve 200 MM dia confirming to IS: 5312 complete with rubber gasket, GI bolts, washer as required	2	No's		
7	Providing, installation, testing and commissioning of stainless steel 200 MM dia Y- strainer fabricated out of 1.6 mm thick stainless steel, Grade 304, sheet with 3 mm dia holes with stainless steel flange.	2	No's		
8	Fabrication, supply, installation testing & commissioning of Electrical control panel of cubical construction, floor mounted type, fabricated out of 2mm thick CRCA sheet, compartmentalized with hinged lockable doors, dust and vermin proof, powder coated of approved shade after 7 tank treatment process, cable alley, inter-connection with suitable size copper conductor cable/solid copper strip, having switchgears and accessories, mountings and internal wiring, earth terminals, numbering etc. complete in all respect, suitable for main fire pump, pressurization pump & diesel pump set complete as per CPWD specification with following in coming and Outgoings, suitable for operation on 415V, 3 phase, 50Hz Ac Supply with enclosure protection class IP 42 as required.	1	set		
9	supply and laying of one number of PVC sheathed insulated cable /XLPE power Cable of 1.1 KV grade following size direct in ground including excavation, sand cushioning, protective covering and refilling the trench as required including end termination and joints and all necessary fitting and fixtures, 35 sqmm, 3.5 core	20	meter		
10	Supplying and fixing air vessel made of 250 mm dia, 8 mm thick MS sheet, 1200 mm in height with air release valve on top and flanged connection to riser, drain arrangement with 25 mm dia gun metal wheel valve with required accessories, pressure gauge and painting with synthetic enamel paint of approved shade as required.	1	Each		
Total (A)					
GST Rate					
GST Amount (B)					
Total Amount (A+B)					

Amount in Words

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Signature and Seal of the Bidder

