

Tender Document 2012-2013

Period of Availability of Tender Document	Between 07/02/2012 TO 16/02/2012, from 11:00 A.M to 2:00P.M (except Saturdays Sunday and holidays).
Last Date of Submission of BID	16/02/2012 up to 2.00 p.m.
Date of BID opening	16/02/2012 up to 3.00 p.m.

Govt. College of Engg. & Textile Technology
Berhampore, Murshidabad
742 101

Telefax: 03482-250142
<http://www.gcettb.org.in>

Serial No.:

Rs.100/-

TENDER DOCUMENT FOR THE PURCHASE OF ITEMS AND SERVICES

BID REFERENCE	1.GCETT/AMC/1/ALL/PB/2012
ADDRESS FOR COMMUNICATION :	Principal, Govt. College of Engineering and Textile Technology, Berhampore, Barrack Square, 4, Cantonment Road, Berhampore, Murshidabad, West Bengal-742101 Telefax: 03482-250142
Price of Tender document	Rs.100/- payable in cash or D.D.
Period of Availability of Tender Document	Between 07/02/2012 TO 16/02/2012, from 11:00 A.M to 2:00 P.M (except Saturdays Sunday and holidays).
Last Date of Submission of BID	16/02/2012 upto 2:00P.M.
Date of BID opening	ON 16/02/2012 at 3:00P.M

TENDER NOTICE

Ref: Advertisement in Newspapers

Sealed quotations/tenders for the under-mentioned items/jobs/services of the best/specified quality are invited from the bonafide suppliers / service providers /organization/firm and their accredited Sole agents, so as to reach the office during office hours on or before the **16th February, 2012**.

SUMMARY OF ESSENTIAL TERMS & CONDITIONS

1. The sealed cover containing quotations/tenders must be super scribed "**Quotation/Tender for AMC**"
2. The tender papers will be available from the office of the Govt. College of Engineering and Textile Technology, Berhampore, West Bengal on payment of **Rs.100/** in cash or in demand draft in favour of Principal, between **07/02/2012 TO 16/02/2012** , from 11:00 A.M to 2:00 P.M (except Saturday Sunday and holidays). Tender submission 15/02/2012 to 16/02/2012 upto 2:00P.M.
3. Bid/Tender must be submitted in duplicate, clearly marking each with Bid (Original)", Bid (Duplicate)" as appropriate. The Bidders shall seal the original and each copy of the bid in separate inner envelopes then place all the inner envelopes in an outer cover. The outer cover should bear the Tender No GCETT/PUR/2/RE/PB/2011., due date **16th February, 2012**.
4. Separate bids, as specified above, should be prepared for different Schedule of requirements and these bids must be submitted in separate covers and the number and name of the respective Schedule must be clearly indicated in bold letters on the respective covers to facilitate segregation/sorting/processing. Bids/tenders will be rejected if there is a mix-up offers for different Schedules
5. The bidders may be asked to produce copies of latest and valid STCC/VAT /TIN registration certificate and proof of filing income tax return, for assessment year 2011-2012. Failure to submit the same will automatically render the tender invalid.
6. Rates should cover everything including, transportation up to the college premises, installation, relevant taxes, as applicable.
7. The Principal reserves the complete right to approve/cancel any quotation, including the lowest one without any explanation whatsoever. Withdrawal or part execution of offer will not be entertained in any case.
8. Samples/drawings/pictures/leaflets/brochures etc., when categorically mentioned, must be submitted in along with quotation/tender.

9. Items for maintenance and servicing etc. have been kept ready in the respective sections for inspection/observation by the interested concerns, to facilitate estimation by the said concerns.
10. Package offer will be given preference.
11. Preferences will be given the concerns having adequate experience in providing such items/services to other educational institutions and the said concern is expected to provide relevant credentials.
12. Authorised dealers of the manufacturer are eligible to participate in the tender provided they should furnish the manufacturer's authorisation for the items quoted in the format provided in the tender documents.
13. If the bid amount is more than one lakh, the Bidder should have an average annual Turnover of Rs.10 lakhs during the preceding 3 years (documentary proof to be enclosed)
14. The offer should stand valid for six months.
15. The organisation should have minimum 3 years experience in the field. (Documentary proof should be enclosed)
16. Tender Document is non-transferable.
17. Participating concerns, using the web version of this document must submit Rs.100.00 to **Principal, Govt. College of Engg. and Textile Technology, Berhampore, Murshidabad, W.B., 742 101**, in cash/D.D. along with the bid document positively on or before **9th December, 2011**.
18. All the bids shall be accompanied with **EMD/Bid security calculated @ 2%** on bid amount and rounded off to next multiple of Rs.100 as specified, in the shape of Demand Draft (if possible from SBI) in favour of the Principal, Govt. College of Engineering and Textile Technology, Berhampore, Barrack Square, Cantonment Road, Berhampore, Murshidabad, West Bengal-742101. If any security money of a particular bidder is lying with the Indenter, then the bidder may seek exemption from depositing the earnest money by adjustment.
19. All the pages of the Tender Document should be signed, stamped and submitted with the offer.
20. Principal, reserves the right to exempt those bidders, who shall quote low/medium priced items, from furnishing any Performance Security without any obligation to inform other bidder or bidders of the grounds for the Indenter's action.
21. The sealed covers will be opened on **16th February, 2012** at 03:00 p.m. in presence of the Principal or his nominated representative at the college.

Principal

Govt. College of Engineering & Textile Technology, Berhampore,
Barrack Square, 4, Cantonment Road,
West Bengal.

N.B.Tender documents can also be downloaded from our website <http://www.gcettb.org.in>

CHAPTER - I

INSTRUCTIONS TO BIDDER

A. Introduction	
1. Eligible Bidders	
1.1	This Invitation for Bids is open to all suppliers but, bidders should not have any family relations with any employee of the College.
2. Cost of Bidding	
2.1	The Bidder shall bear all costs associated with the preparation and submission of its bid, and Govt. College of Engineering & Textile Technology, Berhampore, hereinafter referred to as "the Indenter", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
B. The Bidding Documents	
3. Content of Bidding Documents	
3.1	The spares/accessories required, bidding procedures and contract terms are prescribed in the Tender Documents. In addition to the Invitation for Bids, the Tender Documents /Bidding documents include:
	(a) Instruction to Bidders;
	(b) Conditions of Contract (CC);
	(c) Format for AMC Contract
	(f)) Price schedule for AMC
	(i)) Particulars of the Bidder
3.2	The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its bid.
4 Clarification of Bidding Documents	
4.1	A prospective Bidder requiring any clarification of the bidding documents may notify the Indenter in writing or by telex or cable or fax at the Indenter's mailing address. The Indenter will respond in writing to reasonable requests for clarification of the bidding documents which it receives no later than 7 days prior to the deadline for submission of bids prescribed by the Indenter. Written copies of the Indenter's response, if any, (including an explanation of the query but without identifying the source of the inquiry) will be sent to all perspective bidders which have received the bidding documents.
5 Amendment of Bidding Documents	
5.1	At any time prior to the deadline for submission of bids, the Indenter may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.
5.2	All prospective bidders who have received the bidding documents will be notified of the amendment in writing or by cable or by fax, and will be binding on them.
5.3	In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Indenter, at its discretion, may extend the deadline for the submission of bids.
C. Preparation of Bids	
6. Language of Bid	
6.1	The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid and exchanged by the Bidder and the Indenter, shall be written in <u>English</u> language.
7. Documents Comprising the Bid	
7.1	The bid prepared by the Bidder shall comprise with EMD as mentioned in Notice Inviting Tender (calculated @ of 2% on bid amount and rounded off to nearest Rs. 100/- as specified, in the shape of Demand Draft in favour of the Principal, GCETTB)
8. Bid Prices	
8.1	The Bidder shall indicate the unit prices and total bid prices (including all duties and taxes already paid or payable and including all transportation, insurance and other local costs incidental to delivery of the spares/accessories to their

	final destination :)
9 Bid Currencies	
9.1	Prices shall be quoted in Indian Rupees only.
10 .Documents Establishing spares/accessories/consumables etc. Eligibility and Conformity to Bidding Documents	
10.1	The documentary evidence of conformity of the high priced spares/accessories/consumables and services to the bidding documents may be in the form of literature, drawings and data, and may contain a description of the essential technical and performance characteristics of the spares/accessories/consumables ; it may also list giving full particulars, including available sources and current prices, of spare parts, special tools, etc., necessary for the proper and continuing functioning of the items for a period of one year, following commencement of the use of the spares/accessories by the Indenter; and further, if needed, the bidder should provide additional item-by-item commentary on the Indenter's Technical Specifications demonstrating substantial responsiveness of the spares/accessories/consumables and services to those specifications or a statement of deviations and exceptions to the provisions of the Technical Specifications.
10.2	For purposes of the commentary to be furnished pursuant to above, the Bidder shall note that standards for workmanship, material and equipment, and references to brand names or catalogue numbers designated by the Indenter in its Technical <u>Specifications are intended to be descriptive only and not restrictive</u> . The Bidder may substitute alternative standards, brand names and/or catalogue numbers in its bid, provided that it demonstrates to the Indenter's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.
11. Bid Security	
11.1	The Bidder are required, to furnish, as part of its bid, a bid security/earnest money deposit calculated @ 2% of the bid amount and rounded off to nearest hundred rupees.
11.2	The bid security is required to protect the Indenter against the risk of Bidder's conduct, which would warrant the security's forfeiture.
11.3	The bid security shall be in Indian Rupees and shall be in the form of demand draft
11.4	Any bid not secured in accordance with Clauses 11.1 and 11.3 above will be rejected by the Indenter as non-responsive.
11.5	Unsuccessful bidder's bid security will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity or placement of order/other overriding conditions whichever is reasonable.
11.6	The bid security may be forfeited: (a) if a Bidder withdraws its bid during the period of bid validity specified by the Bidder on the Bid Form; or (b) in case of a successful Bidder, if the Bidder fails to accept the order and fails to furnish performance security.
11.7	Exemption from depositing Earnest Money in terms of existing Govt. order may be considered if the request is supported with necessary documents in original. If any security money of a particular bidder is lying with the Indenter, then the bidder may seek exemption from depositing the earnest money.
11.8	No interest on Earnest Money Deposit is admissible.
12. Period of Validity of Bids	
12.1	Bids shall remain valid for six months after the date of bid opening prescribed by the Indenter.
12.2	In exceptional circumstances, the Indenter may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by cable, telex, or fax). The bid security provided under Clause 10 shall also be suitably extended. A Bidder may refuse the request without forfeiting its bid security. A Bidder granting the request will not be required nor permitted to modify its bid.
12.3	Bid evaluation will be based on the bid prices without taking into consideration the above corrections.
13. Collection, Formatting and Signing of Bid	
13.1	The tender papers will be available from the office of the Govt. College of Engineering and Textile Technology, Berhampore, West Bengal on payment of Rs.100/ in cash or in demand draft in favour of Principal, between 07/02/2012 To 16/02/2012, from 11:00 A.M to 2:00 P.M (except Saturdays Sunday and holidays).

13.2	The Bidder shall prepare two copies of the bid, clearly marking each with Bid(original)", Bid (duplicate)" as appropriate.
13.3	The original and all copies of the bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. All pages of the bid, except for un-amended printed literature, shall be initialed by the person or persons signing the bid.
13.4	Any interlineations, erasures or overwriting shall be valid only if they are initialed by the persons or persons signing the bid.
D. Submission of Bids	
14. Sealing and Marking of Bids	
14.1	Last date for submission of tender is 16/02/2012 up to 2.00 p.m..
14.2	The Bidders shall seal the original and each copy of the bid in separate inner envelopes, duly marking the envelopes as "original" and "copy". He shall then place all the inner envelopes in an outer envelope. Separate bids should be prepared for different Schedule of requirements and these bids must be submitted in separate covers and the number and name of the respective Schedule must be clearly indicated in bold letters on the respective covers to facilitate segregation/sorting/processing. Quotations/tenders will be rejected if there is a mix-up offers for different Schedules
14.3	The inner and outer envelopes shall: be addressed to the Indenter at the following address: Principal, Govt. College of Engineering and Textile Technology, Berhampore, West Bengal bear the Tender No GCETTB/AMC/1/ALL/PB/2012, due on 16/02/2012
14.4	If the outer envelope is not sealed and marked as required Clause 14.3, the Indenter will assume no responsibility for the bid's misplacement or premature opening.
15. Deadline for Submission of Bids	
15.1	Bids must be received by the Indenter at the address specified under Clause 14.2 no later than the 2.00 pm on 16/02/2012. In the event of the specified date for the submission of Bids being declared a holiday for the Indenter, the Bids will be received upto the appointed time on the next working day.
15.2	The Indenter may, at its discretion, extend this deadline for submission of bids by amending the bid documents in accordance with Clause 4, in which case all rights and obligations of the Indenter and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.
16. Late Bids	
16.1	Any bid received by the Indenter after the deadline for submission of bids prescribed by the Indenter, pursuant to Clause 14, will be rejected and/or returned to the Bidder.
17. Modification and Withdrawal of Bids	
17.1	The Bidder may modify or withdraw its bid after the bid's submission; provided that written notice of the modification or withdrawal is received by the Indenter prior to the deadline prescribed for submission of bids.
17.2	The Bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched in accordance with the provisions of Clause 14. A withdrawal notice may also be sent by telex or cable or fax but followed by a signed confirmation copy, post marked not later than the deadline for submission of bids.
17.3	No bid may be modified subsequent to the deadline for submission of bids.
17.4	No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the bid form. Withdrawal of a bid during this interval may result in the Bidder's forfeiture of its bid security, pursuant to Clause 11.7.
E. Bid Opening and Evaluation of Bids	

18. Opening of Bids by the Indenter	
18.1	The Indenter will open all bids, in the presence of Bidders' representatives who choose to attend, at 15:00 hours on 16/02/2012. The Bidders' representatives who are present shall sign a register evidencing their attendance. In the event of the specified date of Bid opening being declared a holiday for the Indenter, the Bids shall be opened at the appointed time and location on the next working day.
18.2	The bidders' names, bid modifications or withdrawals, bid prices, discounts, and the presence or absence of requisite bid security and such other details as the Indenter, at its discretion, may consider appropriate, will be announced at the opening. No bid shall be rejected at bid opening, except for late bids. Bids received without the requisite bid security shall be returned to the bidder.
18.3	Bids (and modifications sent pursuant to Clause 17.2) that are not opened and read out at bid opening shall not be considered further for evaluation, irrespective of the circumstances.
19. Clarification of Bids	
19.1	During evaluation of bids, the Indenter may, at its discretion, ask the Bidder for a clarification of its bid. The request for clarification and the response shall be in writing and no change in prices or substance of the bid shall be sought, offered or permitted. However, no negotiation shall be held except with the lowest bidder.
20. Preliminary Examination	
20.1	The Indenter will examine 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. Bids from Agents, without proper authorization from the manufacturer/distributor shall be treated as non-responsive.
20.2	Arithmetical errors will be rectified on the following basis. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected. If the supplier does not accept the correction of errors, its bid will be rejected. If there is a discrepancy between words and figures, the amount in words will prevail.
20.3	Prior to the detailed evaluation, the Indenter will determine the substantial responsiveness of each bid to the bidding documents. For purposes of these Clauses, a substantially responsive bid is one which conforms to all the terms and conditions of the bidding documents without material deviations.
20.5	If a bid is not substantially responsive, it will be rejected by the Indenter and may not subsequently be made responsive by the Bidder by correction of the non-conformity.
20.6	<u>After the preliminary examination, evaluation of the tenders will be done on the basis of Best quality of items with Lowest Price quoted by the bidders. The bids would be evaluated separately for each item.</u>
21. Contacting the Indenter	
21.1	No Bidder shall contact the Indenter on any matter relating to its bid, from the time of the bid opening to the time the Contract is awarded. If the bidder wishes to bring additional information to the notice of the Indenter, it should do so in writing.
21.2	Any effort by a Bidder to influence the Indenter in its decisions on bid evaluation, bid comparison or contract award may result in rejection of the Bidder's bid.
22. Indenter's right to vary Quantities at Time of Award	
22.1	<u>The Indenter reserves the right at the time of Contract award to increase or decrease the amount of work and services originally specified in the Schedule of Requirements without any change in unit price or other terms and conditions.</u>
23. Indenter's right to accept Any Bid and to reject any or All Bids	
23.1	The Indenter 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 thereby incurring any liability to the affected Bidder or bidders or any obligation to inform the affected Bidder or bidders of the grounds for the Indenter's action.
24. Notification of Award	
24.1	Prior to the expiration of the period of bid validity, the Indenter will notify the successful bidder in writing by registered letter or by cable or telex or fax of the Purchase Order.
24.2	Upon the successful Bidder's furnishing of performance security pursuant to Clause 25, the Indenter will promptly

	notify each unsuccessful Bidder and will discharge its bid security, pursuant to Clause 11.
25. Performance Security	
25.1	Within 21 days of the receipt of notification of award from the Indenter, the successful Bidder shall furnish the performance security, if required, in the Performance Security Form provided in the bidding documents or in another form acceptable to the Indenter. <u>The Indenter reserves the right to exempt those bidders, who shall quote low/medium priced items ,from furnishing any Performance Security without any obligation to inform other Bidder or bidders of the grounds for the Indenter's action.</u>
25.2	Failure of the successful bidder to accept the order shall constitute sufficient grounds for the annulment of the award and forfeiture of the bid security, in which event the Indenter may make the award to the next lowest evaluated bidder or call for new bids.
26. Scope of Work	
26.1	Supply, Testing/commissioning of Machines,Equipments, hardware, software and accessories etc for Textile Technology, Mechanical Engineering, Computer Science and Engineering, Electrical Engineering & Basic Science Departments and labs strictly as per enclosed Tender Schedule(Bill of quantities/Schedule of requirements). Supply, Testing and commissioning are to be made at the College as per Purchase Order.
26.2	The period of contract for AMC will be for a period of 12 months from the month in which the contract is signed between the service provider and the college.
CHAPTER - II	
CONDITIONS OF CONTRACT	
1. Definitions	
1.1	In this Contract, the following terms shall be interpreted:
1.2	"The Contract" means the agreement entered into between the Indenter and the Supplier, as recorded in the Contract Form signed by the parties, including all the attachments and appendices thereto and all documents incorporated by reference therein;
1.3	"The Contract Price" means the price payable to the Supplier under the Contract for the full and proper performance of its contractual obligations;
1.4	"The Spares/accessories" means all the equipment, machinery, and/or other materials which the Supplier is required to supply to the Indenter under the Contract;
1.5	"The Hardware" generally means the physical aspect of computers, telecommunications, and other devices. Hardware includes not only the computer proper but also the cables, connectors, power supply units, and peripheral devices such as the keyboard, mouse, audio speakers, and printers. It is to be noted that "Hardware" is used here as a term collectively describing the physical aspects of any machine, mechanism, equipment, instrument and telecommunications network infrastructure relevant to the Indenter.
1.6	"The software" means the program put in it to hardware to make it do things. Like hardware software, is a collective term.
1.7	"Services" means services ancillary to the supply of the Spares/accessories, such as transportation and insurance, and any other incidental services, such as installation, commissioning, provision of technical assistance, training and other obligations of the Supplier covered under the Contract;
1.8	"The Indenter" means the organization purchasing the spares/accessories and the Indenter is Principal, Govt. College of Engineering and Textile Technology, Berhampore, Barrack Square, Cantonment Road, Berhampore, Murshidabad, West Bengal-742101
1.9	"The Supplier" means the individual or firm supplying the Spares/accessories and Services under this Contract and supplier is-----;
1.10	"The Project Site" , where applicable, means the place or places which is Principal, Govt. College of Engineering and Textile Technology, Berhampore, Barrack Square, Cantonment Road, Berhampore, Murshidabad, West Bengal-742101 and
1.11	"Day" means calendar day.
2. Application	
2.1	These Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.
3. Standards	
3.1	The Spares/accessories supplied under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to India and such standards shall be the latest issued by the concerned institution.
4. Patent Rights	
4.1	The Supplier shall indemnify the Indenter against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the spares/accessories etc. or any part thereof in India.
5. Performance Security	

5.1	Within 21 days of receipt of the notification of contract award, the Supplier shall furnish performance security to the Indenter for an amount of 10% of contract value valid up to 60 days after the date of completion of performance obligation including warranty obligation.
5.2	The proceeds of the performance security shall be payable to the Indenter as compensation for any loss resulting from the supplier's failure to complete its obligations under the Contract.
5.4	The performance security shall be denominated in Indian Rupees and shall be in the following forms only: A Demand Draft/ Bank guarantee issued by a nationalised / scheduled bank located in India acceptable to the Indenter, in the form provided in the bidding documents or another form acceptable to the Indenter. Initially the bank guarantee can be valid for a period of 6 months subject to its renewal, if required.
5.5	The performance security will be discharged by the Indenter and returned to the Supplier not later than 30 days following the date of completion of the Supplier's performance obligations.
6. Inspection and Tests	
Inspection and tests prior to transport/shipment of Spares/accessories and at final acceptance are as follows:	
6.1	(i) The inspection of the Spares/accessories shall be carried out to check whether the Spares/accessories are in conformity with the technical specifications attached to the contract and shall be in line with the inspection/test procedures laid down in the Technical Specifications and the Conditions of Contract. Following broad test procedure will generally be followed for inspection and testing of machines. The Supplier will dispatch the spares/accessories to the ultimate consignee after internal inspection testing along with the supplier's inspection report and manufacturer's warranty certificate. The Indenter will test the equipment after completion of the installation and commissioning at the site of the installation. For site preparation, the supplier should furnish all details to the Indenter sufficiently in advance so as to get the works completed before receipt of the equipment. Complete hardware and software as specified should be supplied, installed and commissioned properly by the supplier prior to commencement of performance tests.
6.2	The inspections and tests may be conducted on the premises of the Supplier at point of delivery and/or at the Spares/accessories final destination. If conducted on the premises of the Supplier, all reasonable facilities and assistance, including access to drawings and production data shall be furnished to the inspectors at no charge to the Indenter.
6.3	Should any inspected or tested Spares/accessories fail to conform to the specifications, the Indenter may reject the spares/accessories and the Supplier shall either replace the rejected Spares/accessories or make alterations necessary to meet specification requirements free of cost to the Indenter.
6.4	The Indenter's rights to inspect, test and, where necessary, reject the Spares/accessories after the Spares/accessories' arrival at Project Site shall in no way be limited or waived by reason of the Spares/accessories having previously been inspected, tested and passed by the Indenter or its representative prior to the Spares/accessories shipment.
7. Packing	
7.1	The Supplier shall provide such packing of the Spares/accessories as is required to prevent their damage or deterioration during transit to their final destination as indicated in the Contract. The packing shall be sufficient to withstand, without limitation, rough handling during transit and exposure to extreme temperatures, salt and precipitation during transit and open storage. Packing case size and weights shall take into consideration where appropriate, the remoteness of the Spares/accessories' final destination and the absence of heavy handling facilities at all points in transit.
7.2	The packing, making and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract.
8. Delivery and Documentation	
8.1	Delivery of the consignment is to be made at the consignee's place within the stipulated date to be mentioned in the purchase order and the same has to be tested/ commissioned there.
9. Insurance	
9.1	For delivery of spares/accessories at site, the insurance shall be obtained by the supplier from warehouse to warehouse (college) on "All Risks" basis including war risks and strikes.
10. Transportation	
10.1	Supplier is required under the Contract to transport the Spares/accessories to the specified place of destination, as shall be specified in the order, shall be arranged by the supplier and the related cost shall be paid by the supplier.
11. Incidental Services	
11.1	The following services shall be furnished and the cost shall be borne by the supplier.
11.1.2	Performance of the on-site assembly, commissioning and start-up of the equipment;
11.1.3	Furnishing the detailed operation and maintenance manuals for each items of supply at each location;
11.1.4	Training of the Indenter's personnel at the Supplier's office or other facility, in the installation and operation of the

	computer hardware utilities and all contract software, as specified in the the conditions of Contract; and
11.1.5	Maintenance and repair of the equipment during the warranty period, including supply of all spares.
12 Spare Parts	
12.1	Supplier shall carry sufficient inventories to assure ex-stock supply of consumables and spares.
13 Warranty	
13.1	The Supplier warrants that the Spares/accessories supplied under this Contract are new, unused, of the most recent or current models and that they incorporate all recent improvements in design and materials unless provided otherwise in the Contract. The Supplier further warrants that all Spares/accessories supplied under this Contract shall have no defect arising from design materials or workmanship (except when the design and/or material is required by the Indenter's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Spares/accessories in the conditions prevailing in the college.
13.2	The warranty shall be comprehensive and the period of warranty shall be minimum 12 months from the date of acceptance of the Spares/accessories.
13.3	If any system/item gives continuous trouble say 10 times in one month during the warranty period, the supplier shall replace the system with new system without any additional cost to Indenter.
14 Payment	
14.1	Payment for Spares/accessories and Services shall be made in Indian Rupees as follows: Full Contract Price of the spares/accessories shall be paid within 30 days on receipt of spares/accessories and upon submission of the documents specified above and on final acceptance by the Indenter's representative for the respective delivery, installation and commissioning.
15.Prices	
15.1	Prices payable to the Supplier as stated in the Contract shall be mentioned in the order of procurement/ contract.
16.Change Orders	
16.1	The Indenter may at any time, by written order given to the Supplier make changes within the general scope of the Contract in any one or more of the following: Drawings designs or specifications where Spares/accessories to be furnished under the Contract are to be specifically manufactured for the Indenter; the method of shipping or packing; the place of delivery(college campus, hostel campus etc.); and/or the Service to be provided by the Supplier.
17. Contract Amendments	
17.1	Subject to condition of contract clause 16 no variation in or modification of the terms of the contract shall be made except by written amendment signed by both the parties.
18. Assignment	
18.1	The Supplier shall not assign, in whole or in parts its obligations to perform under the Contract, except with the Indenter's prior written consent.
19. Delivery of the Spares/accessories and Delays in the Supplier's Performance	
19.1	Except as provided under conditions of contract, a delay by the Supplier in the performance of its delivery obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to conditions of Contract unless an extension of time is agreed upon pursuant to conditions of Contract without the application of liquidated damages.
20. Liquidated Damages	
20.1	Subject to conditions of Contract if the Supplier fails to deliver or install any or all of the Spares/accessories or to perform the Services within the period(s) specified in the Contract, the Indenter shall, without prejudice to its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to 0.5% of the delivered price of the delayed Spares/accessories or unperformed Services for each week of part thereof delay until actual delivery or installation or performance, up to a maximum deduction of 10%. Once the maximum is reached, the Indenter may consider termination of the Contract pursuant to conditions of Contract Clause 21
21. Termination for Default	
21.1	The Indenter may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Supplier, terminate the Contract in whole or part: if the Supplier fails to deliver any or all of the Spares/accessories within the period(s) specified in the Contract, or within any extension thereof granted by the Purchase and if the Supplier fails to perform any other obligation(s) under the Contract.
21.2	In the event the Indenter terminates the Contract in whole or in part, pursuant to the conditions of contract . Indenter

	may procure, upon such terms and in such manner as it deems appropriate. Spares/accessories or Services similar to those undelivered, and the Supplier shall be liable to the Indenter for any excess costs for such similar Spares/accessories or Services. However, the supplier shall continue the performance of the Contract to the extent not terminated.
22. Force Majeure	
22.1	Notwithstanding the provisions of conditions of contract clause no. 19,20 & 21 the Supplier shall not be liable for forfeiture of its performance security, liquidated damages or termination for default, if and to the extent that, its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
22.2	For purpose of this Clause, "Force Majeure" means an event beyond the control of the Supplier and not involving the Supplier's fault or negligence and not foreseeable. Such events may include, but are not limited to, acts of the Indenter either in its sovereign or contractual capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions and freight embargoes.
22.3	If a Force Majeure situation arises the Supplier shall promptly notify the Indenter in writing of such conditions and the cause thereof. Unless otherwise directed by the Indenter in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.
23. Termination for Insolvency	
23.1	The Indenter may at any time terminate the Contract by giving written notice to the Supplier, if the Supplier becomes bankrupt or otherwise insolvent. In this event termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to the Indenter.
24. Termination for Convenience	
24.1	The Indenter, by written notice sent to the Supplier may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Indenter's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.
24.2	The Spares/accessories that are complete and ready for shipment within 30 days after the Supplier's receipt of notice of termination shall be accepted by the Purchase at the Contract terms and prices. For the remaining Spares/accessories, the Indenter may elect: to have any portion completed and delivered at the Contract terms and prices; and/or to cancel the remainder and pay to the Supplier an agreed amount for partially completed Spares/accessories and for materials and parts previously procured by the Supplier.
25. Settlement of Disputes	
25.1	The Indenter and the supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
25.2	If, after thirty (30) days from the commencement of such informal negotiations, the Indenter and the Supplier have been unable to resolve amicably a Contract dispute, either party may require that the dispute be referred for resolution to the formal mechanisms that are permitted by govt. rules and regulations.
26. Limitation of Liability	
26.1	Except in cases of criminal negligence or willful misconduct, and in the case of infringement pursuant to general conditions the Supplier shall not be liable to the Indenter, whether in contract tort, or otherwise, for any indirect or consequential loss of damage, loss of use, loss of production, or loss of profits or interest costs, provided that this exclusion shall not apply to any obligation of the supplier to pay liquidated damages to the Indenter; and the aggregate liability of the Supplier to the Indenter, whether under the Contract, in tort or otherwise, shall not exceed the total Contract Price provided that this limitation shall not apply to the cost of repairing or replacing defective equipment.
27 Governing Language	
27.1	The Contract shall be written in English language Subject to condition of contract, English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.
28 Applicable Law	
28.1	The Contract shall be interpreted in accordance with the laws of the Union of India.
29 Notices	
29.1	Any notice given by one party to the other pursuant to this Contract shall be sent to other party in writing or by cable, telex or facsimile and confined in writing to the other Party's address. For the purpose of all notices, the following shall be the address of the Indenter <u>Principal</u> Govt. College of engineering and Textile Technology Berhampore, Barrack Square, 4,Cantonment Road, Berhampore, Murshidabad West Bengal-742101

29.2	A notice shall be effective when delivered or on the notice's effective date whichever is later.
30 Taxes and Duties	
30.1	Suppliers shall be entirely responsible for all taxes, duties, license fees, octroi road permits, insurances, transportation, loading, unloading etc..incurred until delivery of the contracted Spares/accessories to the Indenter.
31 Right to use defective equipment:	
31.1	If after delivery, acceptance and installation and within the guarantee and warranty period, the operation or use of the equipment proves to be unsatisfactory, the Purchase shall have the right to continue to operate or use such equipment until rectification of defects, errors or omissions by repair or by partial or complete replacement is made without interfering with the Indenter's operation.
32 Supplier Integrity	
32.1	The supplier is responsible for and obliged to conduct all contracted activities in accordance with the contracts using state-of-the-art methods and economic principles and exercising all means available to achieve the performance specified in the contract.
33 Supplier's Obligations	
33.1	The supplier is obliged to work closely with the Indenter's staff, act within its own authority and abide by directives issued by the Indenter and implementation activities.
33.2	The supplier is abide by the job safety measures prevalent in India and will free the Indenter from all demands or responsibilities arising from accidents or loss of life the cause of which is the supplier's negligence. The supplier will pay all indemnities arising from such incidents and will not hold the Indenter responsible or obligated.
33.3	The supplier is responsible for managing the activities of its personnel and will hold itself responsible for any misdemeanors.
33.4	The supplier will treat as confidential all data and information about the Indenter, obtained in the execution of his responsibilities, in strict confidence and will not reveal such information to any other party without the prior written approval of the Indenter.
34 Patent Right:	
34.1	In the event of any claim asserted by a third party of infringement of copy right, patent, trademark or industrial design rights arising from the use of the Spares/accessories or any parts thereof in the Indenter's country, the supplier shall act expeditiously to extinguish such claim. If the supplier fails to comply and the Indenter is required to pay compensation to a third party resulting from such infringement, the supplier shall be responsible for the compensation including all expenses (court costs and lawyer fees). The Indenter will give notice to the supplier of such claim, if it is made without delay.
35 Site Preparation and Installation:	
35.1	The Indenter is solely responsible for the construction of the Hardware sites in compliance with the technical and environmental specifications defined by the supplier. The Indenter will designate the installation site before the scheduled installation date to allow the supplier to perform a site inspection to verify the appropriateness of the sites before the installation of the Hardware.
36 Hardware Installation	
36.1	The Supplier is responsible for all unpacking, assemblies, wiring, installations, cabling between hardware units and connecting to power supplies. The supplier will test all hardware operations and accomplish all adjustments necessary for successful and continuous operation of the hardware at all installation sites.
37 Hardware Maintenance	
37.1	During the warranty period, the supplier will accomplish preventive and breakdown maintenance activities to ensure that all Hardware execute without defect or interruption for normal periods of working at the college.
38. Training :	
38.1	For each hardware (physical piece of a machine, mechanism, computer etc.) and software(something intangible making hardware work) component installed, the supplier is required to provide hands-on-training to the designated Indenter's technical and end-user personnel to enable them to effectively operate the total system. The training schedule and place of training will be agreed to by both parties during the performance of the contract.
39. Technical Documentation :	
39.1	The Technical Documentation involving detailed instruction for operation and maintenance is to be delivered with every unit of the equipment supplied. The language of the documentation shall be English or Bengali.

CHAPTER- III

PARTICULARS OF BIDDERS

S. No.	Items	Information /inputs to be filled by the Bidder/ tenderer (if required separate sheets may be enclosed)
1.	Name and address of the Company/agency , telephone number, fax, mobile number, email address	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Name and address of the directors/ proprietor /partners	
4.	Year of formation of the company/ experience as a security service agency	
5.	Nature of business carried by the company	
6.	Branches in other cities in India and contact details	
7.	Major clients	
8.	Details of registration	
9.	Banker's name and address (Bank solvency certificate to be attached)	
10.	Total number of permanent employees of the firm	
11.	Contact number in case of emergency	
13.	Total turnover of the agency during last three financial years	
14.	Details of registration with statutory authorities like PF, Gratuity, ESI etc	
15.	(a) Service tax number/ certificate (b) PAN number	
16.	Change of the firm name at any time. If so, when and reason thereof	
17.	Infrastructure details	
18.	Dispute, if any	

FORMAT FOR BID FORM

Memo no.

Date:

To

The Principal

Govt. College of engineering and Textile Technology
Berhampore, Barrack Square, Cantonment Road,
Berhampore, West Bengal-742101

Sir,

Having examined the Bidding Documents, the receipt of which is hereby duly acknowledged, we, the undersigned, offer to deliver maintenance services under annual contract in conformity with the said Bidding Documents and hereby undertake that we accept all the conditions of the contract of the Bidding Document and will provide the necessary services as per the Technical Specifications of the bidding documents. We further undertake that we fulfill the qualification requirement. In addition to this, the particulars of our organization and the required Earnest Money/Bid security deposit in the shape of bank draft are furnished with this bid form.

If our bid is accepted and if we are asked, we will obtain the guarantee of a bank in the form prescribed by the college for a sum equivalent to 10% of the Contract Price for the due performance of the Contract.

We agree to abide by this bid for the Bid validity period specified in the instruction to bidders and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal contract is prepared and executed, this bid, together with your written acceptance thereof and your notification of award shall constitute a binding Contract between us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above contract, we will strictly observe the laws against fraud and corruption in force in India namely "Prevention of Corruption Act 1998".

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

Further, we, hereby certify that all the information furnished above are true to the best of my knowledge. and I have no objection to the College verifying any or all the information furnished in this document with the concerned authorities, if necessary.

Signature of the authorized signatory of the Bidder/agency/tenderer

Official seal/ stamp

PRICE SCHEDULE FOR ANNUAL MAINTENANCE CONTRACT

A	B	C	D	E
Schedule No.	Item Description	Quantity	Annual Maintenance cost for each unit per year Rs / Year	Total Cost
			Total	
			Grand total (with all taxes etc.) =	

Note : In case of discrepancy between unit price and total price, the unit price shall prevail

Signature of the Bidder : _____

Name : _____

Business Address : _____

Place :

Date :

DRAFT AGREEMENT

AMC

Made and entered into by and between : Govt. College of Engineering and Textile Technology, Berhampore, W.B. (GCETT-B) And -----(Service Agency) Registration No: ----- referred to as "THE SERVICE PROVIDER"

WHEREAS: THE SERVICE PROVIDER and GCETT-B have agreed that THE SERVICE PROVIDER will provide GCETT-B with a professional and acceptable level of maintenance services in terms of the prevailing WB rules and regulations. These services will be carried out in terms of clause 1 of this Agreement. AND WHEREAS GCETT-B has undertaken to pay THE SERVICE PROVIDER charges in respect of the said service: AND WHEREAS THE SERVICE PROVIDER and GCETT-B desire to record their agreement in regard to the above in writing. NOW THEREFORE IT IS AGREED AS FOLLOWS

Items	Categories	Description
SERVICES	1.	THE SERVICE PROVIDER undertakes to furnish GCETT-B maintenance service such as keeping concerned machines and equipments in running order without any problem as far as practicable.
	2.	To see and ensure that there are no dangerous, harmful or objectionable materials, articles or spares/accessories, connections or the same which can otherwise cause annoyance or disturbance to the concerned machines and equipments.
	3.	The service provider shall supply minor/major/all spare parts required for repairing as per quotation. Spares parts removed from the machines, on replacement with working one, will be taken over by the service provider for reconditioning/repair.
	4.	The service provider shall provide all normal tools and test equipment needed for the maintenance of the machines. In case the location of a machine is changed, then The service provider will have the option to increase the maintenance charges to cover in additional expenses. Reinstallation of the machine at the new site and that will be billable at standard service provider labour charges,
	5.	The response time to a request for service will normally be 24.00 hrs., but will not exceed 48.00 hrs., on working days.
	6.	If the persons other than The service provider representatives shall perform maintenance, or repairs on the machines and as a result further repairs by The service provider is required to restore the machine in good working and operating condition, then such repairs will be chargeable at The service provider standard time and material rates in force at that time.
	7.	To see and ensure that the college authority be reported and alerted of any problem or anything or any circumstance that is obviously unsafe or out of order and can cause damage or harm to its property.
	8.	The sole function of the services provided by THE SERVICE PROVIDER is to minimise the downtime of machines and equipments and risk of loss or damage
	9.	THE SERVICE PROVIDER gives no warranty or guarantee and makes no representation whatsoever that GCETT-B will not suffer any loss / damage/downtime but will use its best endeavours and skills to limit such things.
	10.	THE SERVICE PROVIDER shall ensure that all THE SERVICE PROVIDER personnel are made familiar with college procedures and protocols as shall be available to THE SERVICE PROVIDER from time to time, and that THE SERVICE PROVIDER personnel comply fully with such college protocols.
	11.	To recommend, where necessary or desirable in its opinion, improvement to safety or security measures and procedures to promote safety and security for college property, within the college premise.
	12.	In order to ensure a consistent service quality THE SERVICE PROVIDER should try to provide all permanent service personnel exclusively assigned to perform in the college premises.
	13.	If there are deputed service personnel then, all permanent and regular replacement of those will be subject to prior approval from the college administration.

	14.	THE SERVICE PROVIDER Will provide overall preventive maintenance services and supervision including inspection on a regular basis as far as practicable.
	15.	THE SERVICE PROVIDER agrees to immediately reassign and replace any, of its service personnel deemed incompetent, careless, insubordinate or otherwise objectionable, if requested by the college.
	16.	THE SERVICE PROVIDER provides all wages, allowances supplies, food, transportation and other things necessary for the implementation of this agreement.
	17.	THE SERVICE PROVIDER shall provide on call service from Monday to Friday excluding Public Holiday from 10.00 a.m. to 5.00 p.m or on Saturday between 10.00 a.m. to 1.00 p.m for the equipment listed in the order.
	18.	The college shall notify THE SERVICE PROVIDER from time to time of the college officers who will receive report from THE SERVICE PROVIDER personnel in all matters providing for in this agreement.
Liability:	1.	THE SERVICE PROVIDER shall be liable only for such losses or damage of the property owned by or under the care or custody or control of the college which is caused by the negligent or intentional or fraudulent or dishonest act or omissions of employees assigned to provide service. Such loss must be reported by the college to appropriate law enforcement authorities and to THE SERVICE PROVIDER within twenty four (24) hours of such discovery
	2.	THE SERVICE PROVIDER shall not be liable for loss which the college and hostel cannot prove by reasonable evidence to have arisen from the negligent or intentional or fraudulent or dishonest acts or omissions, committed or omitted by THE SERVICE PROVIDER personnel assigned to provide service .
GCETT-B Responsibility:	1.	College agrees and undertakes to provide essential services for a reasonable state of maintenance and repair, and to comply in so far as possible the reasonable recommendations for improvement of physical condition and support services at the college
	2.	GCETT-B shall where reasonably possible supply a room or guesthouse for the use of THE SERVICE PROVIDER'S personnel.
	3.	GCETT-B undertakes to co-operate with THE SERVICE PROVIDER and its security personnel, and to comply with reasonable requests made by THE SERVICE PROVIDER from time to time, to facilitate the rendering by THE SERVICE PROVIDER of its services under this agreement.
Period of Agreement:	1.	Period of service. This contract shall commence on the date of signing the contract and terminate on completion of exactly one year. Thereafter there will be no automatic roll-over.
PAYMENT	1.	The listed services shall be carried out for the sum as agreed in Annexure I (" the contract price ").
	2.	The service provider shall raise the bill in advance for the agreed amount payable.
	3.	The contract price shall be fixed for the whole duration of the contract
WARRANTIES	1.	GCETT-B hereby warrants that it knows, to the best of its knowledge, of nothing which will, in any way, complicate or render more difficult or dangerous the services to be rendered by THE SERVICE PROVIDER.
	2.	Service does not include repair or damage resulting from accident, transportation, negligence or misuse, failure of electrical power, air conditioning or humidity control, in abnormal situations .
	3.	GCETT-B acknowledges that no representations, warranties or guarantees of whatsoever nature and kind, other than those contained in this document have been made to it by THE SERVICE PROVIDER or its agents or representatives to induce GCETT-B to enter into this agreement or for any other purpose whatsoever.
SEARCH, ARREST, SEIZURE AND INDEMNITIES	1.	GCETT-B hereby warrants that in the event of committing any offence on or in respect of the property or of the premises of GCETT-B or any part thereof that it would instruct its security personnel to search any person or his belongings and or detain that it shall first have obtained the consent of such person to such search, and where GCETT-B administration is unavailable, the security personnel shall be at liberty , in such circumstances , to seek help of the local Police station accordingly.
	2.	GCETT-B hereby cannot be made responsible by THE SERVICE PROVIDER, against any claim for direct or consequential which might be made against any one or more or all of them, and which claim arises out of or is in connection with any search conducted or arrest effected, or any other service performed by the security in terms of or pursuant to this agreement.

PUBLIC LIABILITY AND OTHER LOSSES	1.	Without derogating from the generality of any of the afore going provisions of this agreement, THE SERVICE PROVIDER shall not be liable for any other loss, liability, expense or damage of whatsoever nature (whether direct, indirect, consequential or otherwise) suffered by GCETT-B or any other person as a result of or which may be attributable to the services rendered by THE SERVICE PROVIDER under this agreement, or as a consequence of the execution of this agreement, save and accept where such loss, liability, expense or damage is caused as a result of the negligence of THE SERVICE PROVIDER, its employees, representatives or agents, or otherwise.
INSURANCE	1.	THE SERVICE PROVIDER should undertake to maintain an acceptable insurance policy to cover accident for his service personnel.
DUTIES	1.	The response time to a request for service will normally be 24.00 hrs., but will not exceed 48.00 hrs., on working days.
	2.	The service provider shall provide on call service from Monday to Friday excluding Public Holiday from 10.00 a.m. to 5.00 p.m or on Saturday between 10.00 a.m. to 1.00 p.m equipment listed in the order. Request for service can be made with the service provider on Telephone/fax during Monday to Friday from 10.00 a.m. to 5 p.m. and on Saturday between 10.00 a.m to 1.00 p.m.
	3.	The service personnel should come for service along with identity cards.
	4.	The service personnel not leave the service point without reporting.
ARBITRATION	1.	If any question or dispute arises between the parties hereto or their representatives with respect to the meaning or effect of any clauses of this agreement or about the rights of liabilities of the parties hereto, than such a question or dispute shall be referred to the arbitrator and such arbitrator shall be appointed by the Institute (GCETT-B) his awards shall be governed by the provisions of the Arbitration & Conciliation Act for the time being in force in India Union and shall be binding on both the parties hereto.
CESSIONS AND ASSIGNMENT	1.	Neither party shall be entitled to cede, assign or transfer all or an of its rights and/or obligations in terms of this agreement, save with the prior written consent of the other party.
BREACHES	1.	Breach of contract by THE SERVICE PROVIDER would include the following:-
	2.	Management failing to attend to agreed service standards and specifications, incidents and specific site requirements within a reasonable time of receipt of a written notification relating to same from GCETT-B;
	3.	The failure by THE SERVICE PROVIDER to utilise the facilities/equipment supplied by GCETT-B or by THE SERVICE PROVIDER responsibly and reasonably.
	4.	Failure to comply with the terms agreed in the GCETT-B Standard Terms and Conditions of Supply Agreement.
	5.	Breach of Contract by GCETT-B would include the following:-
	6.	GCETT-B failing to pay any amount due in terms of this agreement on due date;
	7.	GCETT-B committing a breach of any other provision of this agreement; or
	8.	In the event of GCETT-B being a govt. concern, is placed under policy changes, administrative changes etc.
GENERAL	1.	This agreement together with GCETT-B'S standard terms and conditions constitute the sole record of the agreement between the parties in regard to the subject matter thereof and super-cedes any previous agreements. Should there be any discrepancy between GCETT-B's standard Terms and Conditions of Supply and this agreement then this agreement shall prevail.
	2.	No addition to, variation, or agreed cancellation of this agreement shall be of any force or effect unless in writing and signed by or on behalf of the parties except that the GCETT-B Standard Terms and Conditions of Supply will prevail.
	3.	This agreement shall in no way be binding on THE SERVICE PROVIDER unless and until signed on behalf of THE SERVICE PROVIDER by a manager duly authorized thereto.

	4.	It is further clarified that under no circumstances, the staff members and /or the workmen/employees of the SERVICE PROVIDER shall be treated, regarded or considered or deemed to be the employees of the Institute (GCETT-B) and the service provider alone shall be responsible for their remuneration, wages and to their benefits and services conditions of all the employees deployed by the agency and shall indemnify and keep indemnified the Institute (GCETT-B) against any claim that may have to meet towards the employees of the service provider.
	5.	The service personnel to be deployed shall be preferably qualified and trained with good health and clean records preferably within age group of below 50.
	6.	The security agency must agree to discharge all their legal obligations of their employees in respect of their wages and other service conditions and shall also comply with all the rules and regulation and provisions of law in force that may be applicable to them from time to time.
CONFIDENTIALITY	1.	Each of the parties undertakes to keep confidential, and to endeavour to ensure that each of their respective employees and representatives keeps confidential, any information relating to the provisions of this agreement and their relationship inter se save to the extent to which any such information is in the public domain and/or is obtained from another lawful source and/or is required to be discharged and/or published to comply with any relevant legislative rules, regulations, requirements or directions

The following documents shall be deemed to form and be read and construed as part of this Agreement, viz.:

- the Bid Form and Price Schedule submitted by the Bidder;
- the Schedule of Requirements;
- the Technical Specifications;
- the Conditions of Contract; and
- the Indenter's/Indenters' Notification of Award

In consideration of the payment to be made by the Indenter/ Indenter to the Service provider as hereinafter mentioned, the Supplier hereby covenants with the Indenter to provide the services and to attend calls therein in conformity in all respects with the provisions of the Contract.

The Indenter/ Indenter hereby covenants to pay the Service provider in consideration of the provision of the spares/accessories and services and the remedying of defects therein, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed by the Contract.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF
 _____ 2011

FOR AND ON BEHALF OF THE SERVICE PROVIDER Who warrants that he is duly authorised to sign this agreement.

THUS DONE AND SIGNED AT _____ ON THIS THE _____ DAY OF
 _____ 2011

FOR AND ON BEHALF OF GCETT-B who warrants that he is duly authorised to sign this agreement.

Witness1:

Witness2:

REQUISITION FOR THE YEAR 2011-12

Schedule Code: AMCCSE

Schedule Name: Computer Science & General

Dept.	Lab Name	SL no	Item	No Of Items	make/model	Configuration
CSE	Circuit Theory Lab	AMCCSE 1	Desktop PC	15	Lenovo	Intel Dual Core 2 GHz, 2GB RAM,120 GB HDD,TFT 15.6" color monitor
		AMCCSE 2	AC	2	LG(1),Whirlpool(1)	split AC 2 ton
		AMCCSE 3	SWITCH	1	DLINK DES 1024 D	--
		AMCCSE 4	UPS	15	Techcom, 600VA	
	Network Lab	AMCCSE 5	Desktop PC	15	HP Compaq	Intel Dual core@1.80 Ghz/800MHz,1.79 GHz 512 MB DDR RAM,160 GB SATA HDD,15 " COLOR CRT MONITOR
		AMCCSE 6	SWITCH	1	DLINK DES 1024 D	--
		AMCCSE 7	AC	3	Snowline	WINDOW AC 2 TON
		AMCCSE 8	AC STABILIZER	3	Opto/Casio	old
	Computer main lab	AMCCSE 9	Desktop PC	37	DELL	Intel Core 2 Duo @E7500 @2.93 Ghz/1.5 Ghz 2 GB RAM 250Gb HDD,TFT 15.6 " color monitor
			Desktop PC	3	HP	intel core 2 Duo @E7500 @2.93 Ghz/1.58 Ghz 2 GB RAM 4Gb HDD,TFT 15.6 " color monitor
		AMCCSE 10	UPS	30	APC	550VA
			UPS	6	MERGE	500VA
		AMCCSE 11	AC	5	WHIRLPOOL	WINDOW WHIRLPOOL 2 TON
AMCCSE 12		INVERTER	1	Microtek Inverter/850 EB, Battery Exide Stan Tubular/ST500	800 VA Inverter, 150 A Battery	
AMCCSE 13		SWITCH	2	3 COM	3 COM BASELINE 10/100 24-PORT	

	MULTI MEDIA LAB	AMCCSE 14	Desktop PC	26	HP Compaq/HP d2480	INTEL (R) CORE (TM) 2 DUO CPU E7400 @ 2.80GHz,2 GB DDR2 RAM,DVD ROM CD RW,HP v185e Monitor (18.5 " COLOR LCD),High Definition Audio,320GB SATA HDD,HP Standard 101 / 102 keyboard,HP PS/2,Optical Mouse,Realtek RLT8168C (P) / 8111C(P) PCI-E Gigabit Ethernet NIC
AMCCSE 15		SWITCH	1	DLINK DES 1024 D	.24 Ports 10/100	
AMCCSE 16		UPS 15KVA	1	NUMERIC/DIGITAL HPE 1500	15 KVA	
AMCCSE 17		AC	5	WHIRLPOOL/MAST ERMIND	SPLIT 1.5 TON AC	
	PROJECT LAB	AMCCSE 18	Desktop PC	11	DELL OPTIPLEX 380	INTEL CORE2 DUO E7500 2.93 GHZ 2 GB DDR3 RAM,200 GB HDD,DELL 15" LCD MONITOR,BROADCO M NET LINK GB ETHERNET
Desktop PC			6	HP Compaq/HP d2480	HP COMPAQ dx2480 MT E7400 1 GB RAM ,INTEL PENTIUM DUAL CORE 2.8 GHZ,80 GB HDD,15" CRT COLOR MONITOR	
AMCCSE 19		SWITCH	1	3-COM Baseline	24 Ports 10/100	
AMCCSE 20		AC	3	WHIRLPOOL	WHIRLPOOL WINDOW AC 1.5 TON	
AMCCSE 21		UPS	18	APC(11)/EMERGEN(7)	550/500 VA	
	MICROPROCESSOR LAB	AMCCSE 22	Desktop PC	3	HP	HP COMPAQ dx2480 MT E7400 1 GB RAM ,INTEL PENTIUM DUAL CORE 2.8 GHZ,80 GB HDD,15" CRT COLOR MONITOR
Desktop PC			3	ASSEMBLED	INTEL PENTIUM 4,512 MB RAM,200 GB HDD,CRT 15" COLOR MONITOR	
MECHANICAL	MECHANICAL LAB	AMCCSE 23	Desktop PC	12	DELL VOSTRO 230	INTEL CORE™2,E7500 2.93 GHZ,2 GB RAM,250GB HDD
ELECTRICAL	EE LAB	AMCCSE 24	Desktop PC	1	DELL VOSTRO 231	INTEL CORE™2,E7500 2.93 GHZ,2 GB RAM,250GB HDD

			Desktop PC	1	HP COMPAQ	INTEL PENTIUM 4,2.8GHZ,1GB RAM,CRT MONITOR
TEXTILE	Textile labs	AMCCSE 25	Desktop PC	3	Assembled	Intel Core 2 Duo, 2.2 GHz, 1GB RAM,160 GB HDD
				1	HP Pro	Intel Core 2 Duo, 2.94 GHz, 4GB RAM,300 GB HDD
				1	HP P4	Intel Pentium 4, 2.8 GHz, 248 MB RAM,80 GB HDD
				3	DELL OPTIPLEX 760	INTEL CORE 2 DUO 2.86 GHZ,2 GB RAM,120 GB HDD,COLOR TFT MONITOR
				4	HP E5300	Intel Dual Core, 2.6 GHz, 1GB RAM,300 GB HDD
		AMCCSE 26	AC	1	LG	Window type, 2 ton
				1	LG	Window type, 1.5 ton
		AMCCSE 27	Inverter	2	Microtek/other Inverter/ and, Battery Exide Stan Tubular/ST500	800 VA Inverter, 150 Ah Battery
		AMCCSE 27A	Voltage stabilizer	1	(2 VA capacity)	
		AMCCSE28	UPS	3	APC, 1000VA	
AMCCSE28A	UPS	3	600VA			
OFFICE	OFFICE	AMCCSE 28	Desktop PC	4	HP COMPAQ	INTEL PENTIUM 4,2.80GZ,1.97GHZ 512MB RAM,80GB HDD
				4	DELL OPTIPLEX 380	INTEL CORE2 DUO E7500 2.93 GHZ 2 GB DDR3 RAM,200 GB HDD,DELL 15" LCD MONITOR,BROADCOM NET LINK GB ETHERNET
				1	Zenith	Intel Core 2 Duo, 2.2 GHz, 1GB RAM,160 GB HDD

REQUISITION FOR THE YEAR 2011-12

Schedule Code: AMCTT
Schedule Name: TEXTILE TESTING

Sl. No.	Item/Description	Specification	Unit	Remarks
AMCTT1	AMC for Sample Loom and Warper (RaviteX)	RaviteX make double head narrow loom and warping machine with creel	1set	
AMCTT2	AMC for Loom	Overpick loom, NNM Ruti –B type loom and Semi-automatic loom	3 looms set	
AMCTT3	AMC for Knitting machines	3 Circular hand-knitting(indigenous) machines and one brother make flat machine, 10 flat bed hand knitting machines(indigenous),one Single jersey machine , one interlock machine with Air Compressor etc., one V-bed collar knitting machine., Socks Knitting Machine with Air compressor Etc.	18 m/cs set	Essential peripherals and accessories are to included in the bid
AMCTT4	AMC for Winding machines	One multi-head Reshmi make drum driven winder, One two-head Reshmi make precision winder	2 m/cs set	
AMCTT5	AMC for Testing Instruments and accessories	Instron Tensile Testing Machine: Model 4301	1	
		Fabric Tensile Tester: Model 11/2612 (WPM)	1	
		Yarn Tensile Tester: Model 13/6062 (WPM)	1	
		Evenness Tester: Model ET 2000S plus (Patwa Kinarivala)	1	
		Fabric pilling tester (MAG make)	1	
		Fabric abrasion tester (MAG make)	1	
		Yarn board winder (MAG make)	1	
		Projectina Microscope (Paramount Make)	1	
		Rub tester (MAG make)	1	
		Tearing tester (MAG make)	1	
		Air-permeability tester (Innolab Make)	1	
		Digital thickness tester (Paramount Make)	1	
		Ballistic tester	1	
		Crimp rigidity tester	1	
		Stelometer (MAG make)	1	
		Bundasmann tester (Innolab Make)	1	
		Beesely yarn balance	1	
		Knowles balance	1	
		Quadrant balance	1	
		Autogram balance	1	
Twist tester	1			
Humidity chamber (MAG make)	1			
Bursting strength tester (S C Dey Make)	1			
Digital lea strength tester (MAG make)	1			
Air Compressor (Bambi Make)	1			
Air Compressor (Local Make)	1			

REQUISITION FOR THE YEAR 2011-12

Schedule Code: AMCGEN

Schedule Name: General

Sl. No.	Item/Description	Specification	Unit	Remarks
AMCTT1	AMC for AC	2 ton , LG Split type	5 set	Auditorium
AMCTT2	AMC for Water Purifier	Eureka Forbes/ Aquafresh	12	As working
AMCTT3	AMC for Inverter	3 KVA	Microtek	With Stan tubular ST500 4 nos. tubular battery