

**S. N. BOSE NATIONAL CENTRE FOR BASIC SCIENCES**  
**BLOCK-JD, SECTOR-III, SALT LAKE, KOLKATA-700 106**

Tender Ref: SNB/ENG/NIT/16-17/03/03

Dated: 09.05.2016

**NOTICE INVITING TENDER**

Sealed tenders are invited on behalf of S.N. Bose National Centre for Basic Sciences, from experienced and resourceful firms in two bids for ***“Annual Maintenance contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SNBNCBS”***.

Last date & time of submission of tender is on 31.05.2016 by 02.00 p.m. in the tender box kept near Nano Lab at Ground Floor, Main Building, Part-B.

Tender Document can be downloaded from the Centre’s official website:  
<http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>

Sd/-  
Registrar

A bridged version of the Tender published in the following newspapers on 9<sup>th</sup> may, 2016 (Friday):

1. Times of India: Kolkata edition
2. The Telegraph: Kolkata edition
3. Bartaman
4. Sanmarg (Hindi): Kolkata edition

**S N BOSE NATIONAL CENTRE FOR BASIC SCIENCES**

**ANNUAL MAINTENANCE CONTRACT FOR CONDITION MONITORING OF 1 No. 500  
KVA KIRLOSKAR BLISS MAKE D.G SET AT SNBNCBS KOLKATA-700 106.**

**S N BOSE NATIONAL CENTRE FOR BASIC  
SCIENCES**  
BLOCK-JD, SECTOR – III, SALT LAKE  
Kolkata - 700 106

## **A. NOTICE INVITING TENDER**

Sealed bids for “**Annual Maintenance Contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SNBNCBS**” at the campus of Satyendra Nath Bose National Centre for Basic Sciences, Block-JD, Sector-III, Salt Lake Kolkata– 700 106 are invited from qualified, experienced and authorised service providers.

### **1. Qualification of the Bidder**

- (a) The bidders, must have minimum 3 years of experience in maintenance and operation of Diesel Generator Sets and not less than aggregate capacity of 500 KVA D.G Sets (500 KVA or more) including its AMF panel preferably in Govt/Semi Govt./PSU organization/educational Institutes/Universities.
- (b) The bidders should possess valid Authorisation Certificate of service provider form OEM i.e. Kirloskar Electric Company Ltd. (Original Equipments Manufacturer of the Diesel Generator Sets).
- (c) The bidder must have provided services at least three organisation or organisations at a time at present or in recent past i.e. in 3 (three) years.

### **2. Details of the Bid Documents**

- 2.1 Bid document can be downloaded from the Centre's official website <http://newweb.bose.res.in/InfoAnnouncements/Tender.jsp>
- 2.2 All tenders should be accompanied with an Earnest Money Deposit (EMD) of Rs.1,000/- (Rupees One Thousand only) payable in the form of Demand Draft/ Bankers Cheque in favour of S. N. Bose National Centre for Basic Sciences, Kolkata – 700 106.
- 2.3 The validity of the tender will be 90 (ninety) days from the last date of submission of bid.

**Registrar**

### 3. INSTRUCTION TO BIDDER

#### A. Submission of Bid

- 3.1. The bid in original form only shall be submitted by the bidder.
- 3.2. Bidder is advised to submit the BID strictly in accordance with the terms and conditions and specifications contained in the BID DOCUMENT and not to stipulate any deviation or condition. Centre reserves the right to reject any BID containing deviations to the terms, conditions and requirements stipulated in the BID document.
- 3.3. BID shall be submitted in two parts:

**Part I - Technical Bid** and **Part II - Price Bid**. Part-I and Part-II should be separately sealed and superscripted with the words 'Part I: Technical Bid' and 'Part II: Price Bid', whichever is applicable. Both the parts should be put in one single envelope duly sealed and with the words "**Annual Maintenance Contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SBNCBS**". The full name, postal address, email id and telephone number, Fax number (if available) of the Bidder shall be written on the bottom left hand corner of the sealed cover.

**PART – I: Technical Bid** shall contain the following:

- a. Earnest Money Deposit (EMD)
- b. Acceptance of confirmation to the bid evaluation criteria i.e. blank bidding document duly signed and stamped on all pages by the authorised signatory thereby accepting all terms and conditions.
- c. Details of credential of similar nature of job for the last 3 (Three) years along with performance certificate/completion certificate/work orders from the past and present employers.
- d. Details of present assignments with proof certificates.
- e. Valid authorised service provider's certificate.
- f. Company profile.
- g. Documents related to Trade License of company registration No., IT PAN, Professional Tax Registration, VAT Registration Certificate and Service Tax Registration certificate.
- h. Technical qualification and experience certificate of service engineer/skilled service personnel should not be less than I.T.I. passed and experience in the field of D.G. set servicing should not be less than 05 years.
- i. Authorisation certificate from Original Equipments Manufacturers i.e. Kirloskar Electric Company.
- j. Additional documents, if any.

**PART – II: Price Bid** shall contain the Price Bid format as per a quoted rate which is enclosed along with tender document.

- 3.4. Last date & time of submission of tender is on 31.05.2016 by 02.00 p.m. in the tender box kept near Nano Lab at Ground Floor, Main Building, Part-B.

Technical bid will be opened on same day at 15.30 hours IST in presence of authorised representative of bidders. Technically qualified bidders will be invited to be present during opening of the price bid.

## **B. BIDS**

### **3.1. Signature on BID(s)**

- i. The BID must contain the name, address and place of business/office of the person or persons submitting the BID and must be signed and sealed by the bidder with his usual signature on every page of the BID. The names of all persons signing should also be typed or printed below their signatures.
- ii. BID by a partnership firm must furnish names of all partners and be signed in the partnership name, followed by signatures and designations of authorized partners or other authorized representatives. The copy of partnership deed should also be furnished.
- iii. BID by a corporation / company must be signed in the legal name of the corporation / company, by the President / Director or by the company secretary or other person, or persons authorized to bid on behalf of such corporation / company with seal of the corporation / company.
- iv. Satisfactory evidence of authority of the person signing on behalf of the bidder be furnished.
- v. The bidder's name stated in the BID shall be exact legal name of the firm / company / corporation etc. as registered or incorporated.

### **3.2 Correction in BID**

All changes / alteration / corrections in the BID shall be signed with date in full by the person or persons signing the BID. **No erasing and / or overwriting are allowed.**

### **3.3. Transfer of BID documents / BIDS**

Transfer of BID document purchased by one bidder to another is not permissible. Similarly transfer of BID submitted by one bidder to another is also not permissible. No alteration in the essence of BID, once submitted shall be permissible. In case the bidder transfers the BID or modifies / withdraws during the period of validity, his EMD shall be forfeited. Tenders sent by Fax/Electronically shall be rejected.

### **3.4. Earnest Money Deposit (EMD)**

Each BID must accompany EMD in the form of Demand Draft/ Bankers Cheque of Rs. 1,000/- (Rupees One Thousand only) issued by a Nationalized Bank in favour of **S. N. Bose National Centre for Basic Sciences** payable at **Kolkata** shall be submitted with the Part I-Technical BID. BID submitted without EMD, as mentioned above will not be considered for evaluation and shall be rejected summarily.

The EMD of all bidders shall be refunded only after the contract has been awarded to the successful bidder. No interest shall be paid on the EMD.

### **3.5. Validity of BID**

Bid submitted by bidder shall remain valid for acceptance for a period of 90 (ninety) days from the last date of submission of the BID. Bidders shall not be entitled during the said ninety days' period to revoke or cancel the BID or to vary the same or any term thereof without the consent in writing of the Centre. In the event of the bidder revoking the BID or varying any term in regard thereof the bidder's EMD shall be forfeited.

### 3.6. Right of Centre to accept or reject the BIDs

The right to accept the BID in full or in part shall rest with the Centre. However, the Centre reserves to itself the authority to reject any or all the BIDs received without assigning any reason whatsoever. The BIDs, in which any of the particulars and prescribed information is missing or is incomplete in any respect and / or the prescribed conditions are not fulfilled, shall be considered non-responsive and are liable to be summarily rejected. BIDs not meeting the BID evaluation criteria as stipulated in the document shall be summarily rejected. The Centre also reserves the right to cancel the entire tendering process at any time without assigning any reason whatsoever.

### 3.7. Signing of the Contract

The successful bidder shall be required to execute the **Contract Agreement** as per format attached herewith at Annexure I on a non-judicial stamp paper of Rs. 100/- (Rs. One Hundred only) within 21 days of the issue of the **Letter of acceptance of BID**. In the event of failure on the part of the successful bidder to sign the **Contract** within the period stipulated above, the EMD shall be forfeited and the acceptance of BID shall be considered as cancelled. Cost of stamp paper will be borne by the agency.

### 3.8. Emergency contact persons

The Contractor/Agency should mention the emergency contact persons name and mobile numbers to whom the Centre may contact in the emergency situation.

## 4. FORMAT FOR SUBMISSION OF BID:

To:

Registrar

S.N. Bose National Centre for Basic Sciences,

Block JD, Sector III, Salt Lake, Kolkata -700 098

Subject: BID for providing **“Annual Maintenance Contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G set at SNBNCBS ”**in the Campus of the Centre on contractual yearly/monthly basis.

- 1) Having carefully examined all the BID Documents attached to your invitation to BID no. SNB/ENGG/NIT/16-17/01/----- dated ----- we offer our services for the aforesaid work in conformity with all the terms and conditions stated therein.
- 2) We enclose Rs. 1,000/- (one thousand only) herewith as Earnest Money Deposit in form of Demand Draft/Bankers cheque no. ----- dated ----- issued by - ----- in favour of S.N. Bose National Centre for Basic Sciences, Kolkata.
- 3) We certify that we have carefully read each and every conditions and the scope of work given in the BID document and having understood the same we confirm our acceptance without any condition or deviation.
- 4) We agree to keep the BID valid for 90 (Ninety) days from the last date of submission of the BID and the period shall remain binding. We also understand that we shall not

withdraw this BID during this period of 90 (Ninety) days and in the event of default the Centre shall have the right to forfeit the EMD.

- 5) Should this BID be accepted we hereby agree to abide by and fulfil all terms and conditions of the BID document and in default thereof to forfeit the earnest money deposit. We understand that the Centre is not bound to accept the lowest BID received, fully or in part thereof.
- 6) Unless and until a formal CONTRACT is prepared and executed, this BID together with written acceptance of tender thereof shall constitute a binding CONTRACT between Centre and Ourselves.
- 7) We hereby submit our offer and enclose "Schedule of Rates"

Witnesses:

For and behalf of:

-----

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(Signature)

(Signature and Seal)

(Name and Address in full)

## 5. DEFINITION OF TERMS

In this contract (as hereinafter defined) the following words and expressions shall have meaning hereby assigned to them, except where the context otherwise requires.

- 5.1 The 'CENTRE' shall mean S.N. Bose National Centre for Basic Sciences, with its premises located at JD Block, Sector III, Salt Lake, Kolkata 700 098 and shall include its authorized representatives, successors and assignees.
- 5.2 The 'CONTRACTOR' shall mean the person or persons, firm or company or corporation of firms or companies, whose BID has been accepted by the Centre and includes the Contractor's legal representative, his successors and permitted assignees.
- 5.3 The 'BID/TENDER' shall mean the proposal/offer along with supporting documents, submitted by the Bidder for consideration by the Centre.
- 5.4 The "BID/TENDER DOCUMENT" shall mean the documents issued by the Centre to prospective Bidders, containing various terms & conditions, scope of work, any requirements etc. or generally laid and in various sections spelling out the basis, procedure, modes, methods and formalities for the Bidder to prepare their BIDS, for submission to the Centre. The BID documents shall include the invitation to BID, instructions, proposal forms and all addenda/corrigenda/amendments issued by the Centre.
- 5.5 The 'LETTER OF ACCEPTANCE OF BID' shall mean an official invitation from the bidder to the Centre to the effect that all terms & conditions have been accepted in accordance with the provisions contained therein.
- 5.6 The 'WORK' shall mean and include all works to be executed, all items and things to be provided /done and service and activities to be performed by the CONTRACTOR in accordance with the contract.
- 5.7 The 'CONTRACT' shall mean the agreement between the Centre and the CONTRACTOR, duly signed by the parties to the Agreement, through their

authorized representatives, for the execution of the work included in the BID DOCUMENT, Letter of Intent ,LETTER OF ACCEPTANCE of BID, agreed variations to the BID DOCUMENTS if any. SCHEDULE OF RATES and other relevant documents submitted by the Contractor and as accepted by the Centre.

- 5.8 The 'MONTH' shall mean the Calendar month according to the Christian calendar. 'DAY' unless herein expressly defined otherwise, shall mean Christian calendar day of 24 hours.

**6. SCOPE OF WORK:**

**1 Condition monitoring of 500 KVA D.G. Set**

- 1.1 Maintenance, Routine Health check up and servicing of 500 KVA or above capacity of D.G set with alternators associated, AMF panel, changeover arrangement and related accessories through panel to L.T Distribution board for supplying power and its related jobs.
- 1.2 The Agency shall ensure /undertake a trial run of D.G set in no load or at available load at least once a month.
- 1.3 All equipments installed in the D.G plant room as well as outside such as D.G Sets, electrical panel ,batteries ,oil tanks ,earthing connections , cooling system, AMF panel should be checked up and cleaned on routine basis by the Contractor.
- 1.4 The Agency shall give timely notice for procurement of engine oil and spare part etc. as and when required basis.
- 1.5 The Agency should be responsible of coordinating all activities during servicing and repair of any parts of the D.G set and associated systems.
- 1.6 In the event of any kind of emergency/break down condition or any of the systems the agency's Service Engineer should be available at site within 03 to 04 hour of receipt of information and necessary repairs shall be carried out promptly.
- 1.7 Periodical (once in a month) condition monitoring/monthly routine health check up/preventive maintenance shall be carried out including meggering, general cleaning and checking of components.
- 1.8 Washing and cleaning of the generator set along with all ancillary elements/parts/fixtures has to be on half yearly basis.
- 1.9 Batteries so installed to be inspected including note on the voltage, Ampere etc.
- 1.10 For any kind of fault arising out at any time, the Engineer-In-charge must be kept informed and repaired work has to be attended immediately in consultation with Engineer-In-charge.
- 1.11 Apart from general periodical servicing of the D.G set a thorough overhauling/ servicing of the set at a suitable time interval during contract period of one year is mandatory. The agency, in consultation with Engineer-In-charge will fix up the programme for such service schedule will inform the Centre well in advance in writing.
- 1.12 The cost of required spare and consumable shall be borne by the Centre.



- 1.13 Apart from the above mentioned works, the firm/agency has to carry out the work as directed by the Engineer-In-Charge from time to time.
- 1.14 On completion of the work during each site visit the agency should submit service report.
- 1.15 The fault reported by the Centre during the contract period shall be rectified as early as possible from the time of fault report conveyed. The agency will have to repair or replace parts within reasonable time to make the equipment/instrument functional. In case of unavoidable delay, the time may be extended subject to approval by the Competent Authority of the Centre.
- 1.16 The agency will provide contact person and contact details like phone no. email ID etc.
- 1.17 Any maintenance work not specially mentioned but required for the smooth operation of the equipment/instrument will be considered as part of the scope of work and no extra payment will be made for that work.
- 1.18 No increase in price/rate will be entertained during the contract period.
- 1.19 The Centre does not bind itself to accept lowest bid or any other bid. The Centre reserves the right to reject any or all the bids received without assigning any reason whatsoever.
- 1.20 The technical qualification of the person who will attend the D.G. set will be minimum ITI Certificate holder and experience of that particular person will not be less than 05 years in this respective field.
- 1.21 The work which has to be awarded to the contractor is a non comprehensive type maintenance work. If any damage of the D.G. set is occurred by improper handling of D.G. set the rectification cost will be recovered from the agency.

## **7. List of equipments installed for Diesel Generator Set**

- 7.1. 01 Set of 500 KVA complete Diesel Generator set, make: Kirloskar Bliss
- 7.2. 01 Set of Auto Mains Failure (AMF) Panel consisting of 02 nos. 800 Amps. Air Circuit Breakers with control wirings.
- 7.3. 01 Set of 3.5CX240 sq.mm. LT cable from Output of D.G. Alternator to Incomer of AMF Panel.

## **8. GENERAL CONDITIONS**

### **8.1 CONDITIONS:**

- 8.1.1 The Contractor will be responsible for all his employees in observing security and safety regulations and instructions as may be issued by the Centre from time to time.
- 8.1.2 The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for condition monitoring/monthly routine health check up/preventive maintenance and maintenance of the D.G. set.

- 8.1.3 The Contractor should provide I-cards to its staff. Any change of staff, the owner should be informed in advance.
- 8.1.4 In case the any material/property of the Centre are damaged due to misuse or mishandling or carelessness by the Contractor or his employees, the Contractor will immediately inform the Departmental Head of Concern Department. In such a case, the Contractor will be liable to replace the item at his own cost or the Centre shall have the right to recover the loss from the Contractor's monthly bill. The decision of the centre of the Centre in this matter will be final.
- 8.1.5 The Centre premises are the property of the Centre and the Contractor is only permitted to manage the premises as long the Contract remains valid. Whenever the contract is terminated or the contract is concluded and the Centre decides that the Contractor should not be allowed to run the service, the Centre will be entitled to restrain the Contractor from entering the campus.
- 8.1.6 The Contractor shall not appoint any Sub-Contractor for the work assigned to him.
- 8.1.7 The Contractor shall make his own arrangements for transportation of his employees, if required. No other costs except the quoted price will be entertained by the Centre.

## **9. TERMINATION**

- 9.1 Notwithstanding anything contained hereinbefore to the contrary, the Centre shall have full power and authority to terminate this Agreement without assigning any reason by giving 30 (thirty) days clear notice in writing and in such case the Contractor shall have no claim for any loss and damage against the Centre.
- 9.2 The Centre reserves the exclusive right to suspend, cancel, terminate this Agreement at any time if it has sufficient reason to believe that the Contractor has failed to perform or observe or fulfil any of the terms and conditions hereinbefore contained and/or liable and responsible for any loss or damage suffered by the Centre.
- 9.3 On termination of the Agreement, the Contractor must immediately, withdraw its men and materials from the Centre and the Contractor shall have no right to claim any demurrage/ compensation from the Centre for the loss of job of its employees or whatsoever inasmuch as it is for the Contractor to deploy its men in such other sites or places and the said employees are under complete administration, supervision and control of the Contractor.
- 9.4 Payments of final bill will be released only if it is accompanied by the proof of the following:  
(a) Having handed over the complete establishment including all materials and equipments of the owner or his authorized representative, in good condition.

## **10. PENALTY**

In the event of the Contractor's failure to execute the work entrusted to it under this Agreement satisfactorily, the Centre shall make alternative arrangement to do it and the difference of cost incurred by the Centre thereby shall be recovered from the Contractor's unpaid bills and Security Deposit.

## **11. TAXES, DUTIES AND LEVIES**

There will be no enhancement of rate quoted by the agency during the entire contract period.

Service Tax/any other taxes as imposed by the Government will be charged as applicable.

## **12. PERIOD OF CONTRACT**

Contract period of the above work is for 03 years from the date of issue of work order which will be renewed after every one year subject to satisfactory service/operation of the D.G. set.

## **13. CONTRACTOR'S SUBORDINATE STAFF AND THEIR CONDUCT**

- 13.1 If and whenever any of the Contractor's employee shall in opinion of the owner, be guilty of any misconduct or be incompetent or insufficiently qualified or negligent in the performance of their duties or that in the opinion of the concerned Engineer In-Charge, it is undesirable for administrative or any other reason for such person/persons to be employed in the works, the Contractor if so directed by the Owner, shall remove such person/persons from employment. Any person/persons so removed from the works shall not again be employed in connection with the works without the written permission of the Competent Authority.
- 13.2 The Contractor shall be responsible for proper behaviour of all the staff, employed directly or indirectly by him.
- 13.3 All Contractors' personnel entering upon the Centre premises shall be properly identified by badges of a type acceptable to the Centre which must be worn by them at all times during duty hours.
- 13.4 The Contractor will be required to submit details like photograph, name, father's name, address, contact number, educational qualifications and experience of the staff engaged by him in the Centre to the Hostel Superintendent at the time of commencement of the contract. Any replacement of staff by the Contractor should be immediately informed to the Campus Engineer cum Estate officer.
- 13.5 The Contractor shall have to depute qualified/experienced Engineers/Technician/High Skilled labours in the field of D.G. set maintenance.

## **14. COMPLETION OF CONTRACT**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.

## **15. PAYMENT OF CONTRACTOR'S BILL**

- 15.1 Payment will be made on half yearly basis. The Contractor's shall submit the bill to the Centre duly verified by the concerned department.
- 15.2 Payments of bill shall be released only if it is accompanied by the Certified Attendance Sheet/Service report of each month.
- 15.3 All payments will be subject to deduction of Income Tax at source as per Income Tax Act and as per Income Tax Rule thereof.

## **16. ACCIDENT OR INJURY TO WORKMEN**

The Centre shall not be liable for any damage or compensation payable in respect of or in consequence of any accident or injury to any workman or other person in the employment of the contract except an accident injury resulting from any act or default of the Centre. The Contractor shall indemnify and keep indemnified the Centre against all such damage and compensation whatsoever in respect or in relation thereto.

## **17. DAMAGE TO PROPERTY**

The Contractor shall be responsible for making good to the satisfaction of the Campus Engineer cum Estate Officer any loss or any damage to all structures and properties within the entire Centre premises. If such loss or damage is due to fault and/or the negligence or wilful acts or omission of the Contractor, his employees, agents, representatives or sub-Contractors, he shall make good the loss as assessed by the Campus Engineer cum Estate Officer.

## **18. ARBITRATION**

- 18.1 Except as otherwise provided elsewhere in the contract, if any dispute, difference, question or disagreement or matter whatsoever, shall, before and after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out or relating to the contract or breach thereof, shall be referred to Sole Arbitrator to be appointed by the Director of the Centre at the time of dispute.
- 18.2 It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitration at the time of invocation of arbitration under the clause.
- 18.3 It is a term of the contract that the cost of arbitration will be borne equally by the parties themselves.
- 18.4 **The venue of the arbitration shall be at KOLKATA.**
- 18.5 Subject as aforesaid the provisions of the Arbitration and Conciliation Act 1996 and any statutory modification or re-enactment thereof rules make there under and for the time being in force shall apply to the arbitration proceedings under this clause.

## **19. JURISDICTION**

The contract shall be governed by and constructed according to the law in force in India. The Contractor shall hereby submits to the jurisdiction of the courts situated at Kolkata for the purpose of actions any proceedings arising out of the contract and the courts at Kolkata only will have the jurisdiction to hear and decide such actions and proceedings.

## **20. GENERAL RULES**

Smoking and drinking within the entire area of SNBNCBS is strictly prohibited. Violations of this rule shall be prosecuted as per law and discharged immediately.

## **21. Site Familiarisation**

Before quoting, the Tenderer in his own interest shall carry out site visits to know the site conditions and full implications of the assignment. This will also help him in

proper assessment of the work. Failure to do so will not absolve the contractor of his responsibility to carry out the work as specified in the Tender Documents. The cost of visiting the site shall be borne by the tenderer and shall be at his own responsibility and risk.

## ANNEXURE - I FORM OF AGREEMENT

This AGREEMENT made this..... day of .....2016 ,between S N Bose National Centre for Basic Sciences having its office at Salt Lake, Kolkata – 700098, hereinafter referred to as “THE CENTRE” which expression shall unless excluded by or repugnant to the context be deemed to include all its successors, legal representatives and assigns of the ONE PART

and M/s. \_\_\_\_\_, a Partnership/Proprietorship firm having its registered office at \_\_\_\_\_ hereinafter referred to as “CONTRACTOR” which expression shall unless excluded by or repugnant to the context be deemed to include all its successors, legal representatives and assigns of the OTHER PART.

### PREAMBLE

1. In order to execute **“Annual Maintenance contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SBNCBS”**, the Centre invited Tenders from reputed contractors for carrying out the above work contained more fully in the said Tender vide NIT No. \_\_\_\_\_ dated \_\_\_\_\_ 2016.

2. The offer submitted by the Contractor vide their letter No. \_\_\_\_\_ dated \_\_\_\_\_ for carrying out the aforesaid work was accepted by the Centre and a Letter of Award vide No. \_\_\_\_\_ dated \_\_\_\_\_ was issued by the Centre duly entrusting the said Contractor to carry out the said work under the terms and conditions contained in the Tender Documents.

3. In the aforesaid premises, Agreement by and between the parties herein, which would reflect the true intent, and scope of the agreement hereinafter is called the “Contract”.

NOW THEREFORE THIS DEED WITNESSES AS FOLLOWS:

### Article 1.0: Award of Contract

1.1 The Centre has awarded the contract to Contractor for the entire scope of work as described in its Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_ and also on the terms and conditions contained therein and under these presents. The award has taken effect or shall take effect from ..... The terms and expressions used in this agreement shall have the same meaning as are respectively assigned to them in the Tender/ contract documents referred to in the succeeding articles.

### Article 2.0: Contract

2.1 The Contract shall be performed strictly in accordance with the terms and conditions stipulated herein and in the following documents attached herewith (hereinafter referred to as “Contract”)

2.2 The “Contract Documents” shall mean and include the documents described in the Schedule “A” hereto and also such other documents, minutes, correspondences, etc. forming mutual consent over issues relating to this Contract either inadvertently or otherwise not included in Schedule “A” hereto but forming integral part of this agreement.

2.3 The Letter of Award shall mean the Centre's letter No. \_\_\_\_\_ dated \_\_\_\_\_ forming integral part of the Contract Documents and this agreement.

2.4 This agreement is subject to the terms and conditions and stipulations embodied in the relevant Tender enquiry, price-bid proposal and the Letter of Award (including any agreed alternations and/ or modification thereof and also other contract documents) and it shall supersede all such premises of the contract documents as are repugnant to each other or amount to unilateral acts, conditions or stipulations inconsistent with the Tender enquiry or price-bid proposal (including any agreed variations and/ or modification thereof) made by either of the parties or have not been specifically agreed upon.

#### Article 3.0: Scope of Work

3.1 The Scope of Work under this agreement shall include and/ or cover the scope of work included and/ or embodied in Clause \_\_\_\_\_ of the Letter of Award No. \_\_\_\_\_ dated \_\_\_\_\_.

3.2 The Scope of Work shall also include all such work which are not specifically mentioned in the contract documents, but which are imperative to achieve completeness in all respects for its safe, reliable, efficient and trouble free working/ operation.

#### Article 4.0: Time Schedule

4.1 The total time frame for the "**Annual Maintenance contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SNBNCBS**" shall be 36 months from the date of issue of letter of commencement (LOC). The Contractor shall strictly maintain and/ or adhere to the Time Schedule annexed/ incorporated in the Letter of commencement No. \_\_\_\_\_ dated \_\_\_\_\_.

#### Article 5.0: Contract Price

5.1 The Total Contract Price for the entire scope of work of this agreement as detailed in the Letter of Commencement No. \_\_\_\_\_ dated \_\_\_\_\_ is Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ in words).

5.2 The aforesaid price and the rates of work shall remain firm and fixed till completion/ commissioning of the project. No escalation in price or rates shall be allowed in any circumstances whatsoever.

#### Article 6.0: Settlement of Disputes, Arbitration

6.1 The provisions of the Arbitration and Conciliation Act, 1996 including any modification or amendment thereof for the time being in force shall apply, subject to Arbitration proceedings being held in Kolkata, India and in accordance with the terms of the contract.

#### Article 7.0: General Laws & Jurisdiction

7.1 The Contract shall be governed by the Indian Laws and Rules as amended from time to time and the principles of laws as applicable in this Contract.

7.2 Generally the Kolkata High Court shall have exclusive jurisdiction in all matters arising under this Contract.

#### Article 8.0: Termination Clause

8.1 The Centre may terminate/cancel the contract by giving one month's notice to the Contractor/Agency without assigning any reason whatsoever.

## SCHEDULE – A

CONTRACT DOCUMENTS: The following documents shall be deemed to form and be read and construed as part of this contract, viz:

- a) Letter of acceptance.
- b) The Letter of Intent/ the Letter of Award/Letter of Commencement
- c) The Tender Documents including Specification.
- d) Any other document forming part of the Contract which is stamped signed and dated by the competent representatives of the Owner and the Contractors.
- e) Contractor's Bid.
- f) Bidding Data.
- g) Conditions of contract (including special conditions of contract)
- h) Price Bid.

In witness whereof the parties have hereinto set their respective hands and Seals in day, month and year first above written.

### PRICE BID

SI. No.	Description of works	Unit	Qty.	Rate Rs.	Rate in Words	AMOUNT Rs.
1.	<i>Annual Maintenance contract for Condition monitoring of 1 No. 500 KVA KIRLOSKAR BLISS make D.G sets at SNBNCBS. (Non-Comprehensive AMC)</i>	Set	01			
2.	<i>Service Tax as applicable</i>					
	<b>Total (1+2)</b>					

**In words:**

Signature of the Contractor

Company Seal and Address