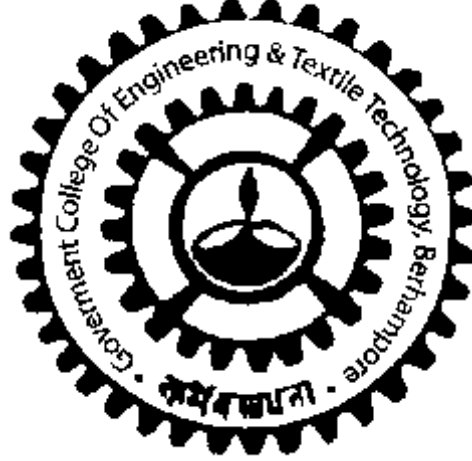


e-Tender Document 2018-'19



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

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

NOTICE INVITING e-TENDER

Ref: Advertisement in Newspapers

BID REFERENCE	:	GCETTB/ET/SP/PUR/2018-19/1
PRICE OF BIDDING DOCUMENT	:	0(Zero)
DATE OF UPLOADING OF N.I.T. DOCUMENTS ONLINE (PUBLISHING DATE)	:	18/06/2018 on 11:00 hrs
DOCUMENTS DOWNLOAD START DATE (ONLINE) :	:	18/06/2018 on 11:00 hrs
DOCUMENTS DOWNLOAD END DATE (ONLINE) :	:	03/07/2018 on 14:00 hrs
BID SUBMISSION START DATE (ONLINE) :	:	18/06/2018 on 12:00 hrs
BID SUBMISSION CLOSING DATE (ONLINE) :	:	03/07/2018 on 15:00 hrs
LAST DATE OF SUBMISSION OF ORIGINAL DEMAND DRAFT AND ORIGINAL PRINT -OUT (HARD COPY) OF BID DOCUMENTS, DULY SIGNED BY AUTHORIZED SIGNATORY : OF THE BIDDER IN SEALED COVER, TO THE OFFICE OF THE PRINCIPAL, GCETT-B	:	05/07/2018 TIME 15:00 Hrs
TECHNICAL BID OPENING DATE	:	05/07/2018 TIME 15:00 Hrs
PLACE OF OPENING OF BIDS	:	Government College of Engineering and Textile Technology, 4, Cantonment Road, P. O Berahmpore, Dist-Murshidabad WEST BENGAL – 742 101
ADDRESS FOR COMMUNICATION	:	Government College of Engineering and Textile Technology, 4, Cantonment Road, P. O Berahmpore, Dist-Murshidabad WEST BENGAL – 742 101

The Officer-in-charge, Govt. College of Engineering & Textile Technology Berhampore for the procurement of invites e-tender for the items/jobs/services of the best/specified quality from the bonafide suppliers / service providers /organization/firm and their accredited Sole agents for supply of the following Items/Packages below: (Submission of Bid through **online**)

SR. NO	ITEM NAME	QUANTITY
1	Supply of switch1 (Turn key job)	1 job
2	Supply of Switch2 (Turn key job)	1 job
3	Upgradation of Campus WI-FI Network. (Turn key job)	1 job
4	Upgradation of Surveillance System (Turn key job)	1 job

5	SUPPLY OF DESKTOP PC (Turn key job)	1 job
6	Supply of workstation CSE (Turn key job)	1 job
7	Supply of INVERTER(Turn key job)	1 job
8	Supply of MATLAB software (Turnkey Job)	1 job
9	Supply of scanner(Turn key job)	1 job
10	Supply and Installation of digital class room (Turn key job)	1 job
11	SUPPLY AND INSTALLATION OF CCTV (Turn key job)	1 job
12	Supply of Microprocessor Kit (Turn key job)	1 job
13	Supply of Almirah (Turnkey Job)	1 job
14	Supply of chair (Turn key job)	1 job
15	Supply of battery for online UPS (Turn key job)	1 job
16	Supply of Class room bench (Turnkey job)	1 job
17	Supply of computer table (Turn key job)	1 job
18	Supply of Rational Rose software (Turn key job)	1 job
19	Supply of Air conditioner (Turnkey Job)	1 job
20	Supply of projector MP lab (Turn key job)	1 job
21	Supply of projector -GN (Turn key job)	1 job
22	Supply of wastebin (Turn key job)	1 job
23	Supply of printer (Turn key job)	1 job
24	AMC OF EQUIPMENT OF FABRIC FORMATION LAB (Turn key job)	1 job
25	AMC OF MECHANICAL INSTRUMENTS (Turnkey Job)	1 job
26	AMC of IT & COMMUNICATION DEVICE(Turnkey Job)	1 job
27	AMC of Digital Class rooms(Turnkey job)	1 job
28	AMC of Network (Turnkey Job)	1 job

*******Details of Item specification & quantity are available at the file name “soq.pdf”**

1. In the event of e-filing, intending bidder may download the e-tender documents from the website: - <https://wbenders.gov.in> directly with the help of Digital Signature Certificate & earnest money may be remitted through demand draft/pay order issued from any nationalized bank in favour of **Government College of Engineering & Textile Technology Berhampore.** and also to be documented through e-filing. The original part of online submission of Tender Fees, EMD & all other valid documents (Technical) (**Scan copy of document should be uploaded for EMD exemption**) should be submitted physically to the at the office of the Government College of Engineering and Textile Technology, 4, Cantonment Road, P. O Berahmpore, Dist-Murshidabad WEST BENGAL – 742 101, India. under sealed covered as per the date and time mentioned in the NIT.
2. **Financial Bid** is to be submitted concurrently duly digitally signed in the website <https://wbenders.gov.in>

3. All bids must be accompanied by a bid security as specified in the bid document and must be delivered to the above office at the date and time indicated above.
4. The quantity of item as job imply a package/ turnkey job and rate should be quoted for the whole package/ turnkey job .
5. In the event of the date specified for bid receipt and opening being declared as a closed holiday for purchaser's office, the due date for submission of bids and opening of bids will be the following working day at the appointed times.
6. **Eligibility criteria for participation in the tender:-**
 - a. Valid upto date clearance of Service Tax Registration (Last receipt of Challan) / Income Tax return / Professional Tax Clearance Certificate / P.T. (Deposit Challan) / Pan Card / GST Registration Certificate / Voter ID Card for self identification to be accompanied with the Technical Bid Documents, Income Tax Acknowledgement Receipt for latest assessment year to be submitted. [Non statutory Documents]
 - b. Government-owned enterprises in the Purchaser's country may participate only if they are legally and financially autonomous, if they operate under commercial law, and if they are not a dependent agency of the Purchaser.
 - c. Bidders should not be associated, or have been associated in the past, directly or indirectly, with a firm or any of its affiliates which have been engaged by the Purchaser to provide consulting services for the preparation of the design, specifications, and other documents to be used for the procurement of the goods to be purchased under this Invitation of Bids.
 - d. Bidders shall not be under a declaration of ineligibility for corrupt and fraudulent practices issued by the Bank
7. **Eligible Goods and Services**
 - e. All goods and ancillary services to be supplied under the Contract shall have their origin in eligible source countries, defined in the IDA Guidelines for Procurement and all expenditures made under the Contract will be limited to such goods and services.
 - f. For purposes of this clause, "origin" means the place where the goods are mined, grown, or produced or from which the ancillary services are supplied. Goods are produced when, through manufacturing, processing or substantial and major assembling of components, a commercially recognized product results that is substantially different in basic characteristics or in purpose or utility from its components.
 - g. The origin of goods and services is distinct from the nationality of the Bidder.
8. **Cost of Bidding**
 - h. The Bidder shall bear all costs associated with the preparation and submission of its bid, and The Director/Officer-in-charge, Govt College of Engineering and Textile & Technology, Berhampore, hereinafter referred to as "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.
9. **Clarification of Bidding Documents**
 - i. A prospective Bidder requiring any clarification of the bidding documents may notify the Purchaser in writing or by telex or cable or fax at the Purchaser's mailing address indicated in the Invitation for Bids. The Purchaser will respond in writing to any request for clarification of the bidding documents which it receives no later than 15 days prior to the deadline for submission of bids prescribed by the Purchaser. Written copies of the Purchaser's response (including an explanation of the query but without identifying the source of inquiry) will be sent to all prospective bidders which have received the bidding documents.

10. Amendment of Bidding Documents

- j. At any time prior to the deadline for submission of bids, the Purchaser 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.
- k. In order to allow prospective bidders reasonable time in which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

11. Language of Bid

- l. The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in English language. Supporting documents and printed literature furnished by the Bidder may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Bid, the translation shall govern.

12. Bid Currencies

- m. Prices shall be quoted in Indian Rupees

13. Bid Security

- a. The bid security shall be denominated in Indian Rupees and the amount of Earnest Money @ 2% (two percent) of the estimated amount and rounded off to next multiple of Rs.100 put to tender in the shape of Bank Draft/Pay Order from any nationalized bank drawn in favour of the "**Government College of Engineering & Textile Technology Berhampore**". **If any EMD against the previous tender of a particular bidder is lying with the Indenter, then the bidder may seek exemption from depositing the earnest money by adjustment and if EMD amount is more than the previous tender then they have to deposit only the balance amount..**

14. Refund of EMD:

The Earnest Money of the successful Tenderer deposited in favour of the concerned **Government College of Engineering & Textile Technology Berhampore** along with the Tenders will be refunded by the said Officer-in-charge on receipt of application from Tenderer .

- 15. Unsuccessful bidder's bid securities will be discharged/returned as promptly as possible but not later than 30 days after the expiration of the period of bid validity prescribed by the Purchaser,
- 16. The successful Bidder's bid security will be discharged upon the Bidder signing the Contract, and furnishing the performance security in the form of a D.D. or with a Bank Guarantee by a recognized bank for an amount 5 % of specified ordered sum as security for compliance with the Supplier's performance obligations

17. Period of Validity of Bids

- 18. Bids shall remain valid upto 31/03/2019. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

19. Clarification of Bids

- a. During evaluation of bids, the Purchaser 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.

20. Packing

- b. The Supplier shall provide such packing of the Goods 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 Goods' final destination and the absence of heavy handling facilities at all points in transit.

- c. The packing, marking and documentation within and outside the packages shall comply strictly with such special requirements as shall be provided for in the Contract including additional requirements, if any, specified in SCC and in any subsequent instructions ordered by the Purchaser.

21. Delivery and Documents

Delivery of the Goods shall be made by the Supplier in accordance with the terms specified by the Purchaser in the Notification of Award. All the delivery & transportation charges must be included in Contract Price

22. Insurance

The Goods supplied under the Contract shall be fully insured in Indian Rupees against loss or damage incidental to manufacture or acquisition, transportation, storage and delivery.

23. Transportation

Where the Supplier is required under the Contract to transport the Goods to a specified place of destination within India defined as Project site, transport to such place of destination in India including insurance, as shall be specified in the Contract, shall be arranged by the Supplier, and the related cost shall be included in the Contract Price.

24. Warranty

- a. The Supplier warrants that the Goods 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 Goods 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 Purchaser's Specifications) or from any act or omission of the Supplier, that may develop under normal use of the supplied Goods in the conditions prevailing in the college.
- b. Warranty/guarantee for all the items and sub-items of equipment supplied shall be on 'all comprehensive' basis (including repairs, replacements of defective parts & spares, maintenance, etc., but excluding consumables). And the warranty period shall be from the date of acceptance of the equipment by the College. and the period of warranty shall be minimum 12 months from the date of acceptance of the Goods.
- c. 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 purchaser.
- d. Repairs/ replacements/ maintenance services shall normally be carried out at site, within a reasonable time, on requisition/intimation from the concerned department of the College. In case the equipment needs/need to be transported to service centers, all arrangements must be made and all expenses must be borne by the supplier.
- e. Warranty / guarantee, for all software items, shall be on the basis of on-site maintenance and up- gradation to the latest version issued during the warranty period.
- f. Suppliers not agreeing to the above terms of warranty/guarantee need not quote.

25. Payment

Payment for Goods and Services shall be made in Indian Rupees as follows: Full Contract Price of the goods shall be paid within 30 days on receipt of goods and upon submission of the documents specified above and on final acceptance by the Purchaser's representative for the respective delivery, installation and commissioning.

26. Qualification Criteria: -

The tender inviting & Accepting Authority through an "Evaluation Committee" will determine

the eligibility of each bidder, the bidders shall have to meet all the minimum regarding.

- a. Financial Capacity.
- b. Technical Capability comprising of personal & equipment capability including make and model of each items..
- c. Experience / Credential: -

The eligibility of a bidder will be ascertained on the basis of the self attested documents in support of the minimum criteria as mentioned in a, b, c above If; any document submitted by a bidder is either manufacture or false, in such cases the eligibility of the bidder will be out rightly rejected at any stage without any prejudice.

27. INSTRUCTION TO BIDDERS

a. *General guidance for e-Tendering*

Instructions/ Guidelines for tenders for electronic submission of the tenders have been annexed for assisting the contractors to participate in e-Tendering.

b. *Registration of Bidder*

Any Bidder willing to take part in the process of e-Tendering will have to be enrolled & registered with the Government e-Procurement system, through logging on to <https://etender.wb.nic.in> (the web portal of public works department) the contractor is to click on the link for e-Tendering site as given on the web portal.

c. *Digital Signature certificate (DSC)*

Each contractor is required to obtain a class-II or Class-III Digital Signature Certificate(DSC) for submission of tenders, from the approved service provider of the National Information's Centre(NIC) on payment of requisite amount details are available at the Web Site stated in **Clause 2 of Guideline to Tenderer** DSC is given as a USB e-Token.

- d. The contractor can search & download NIT & Tender Documents electronically from computer once he logs on to the website mentioned in **Clause 2 using the Digital Signature Certificate**. This is the only mode of collection of Tender Documents.

e. *Submission of Tenders.*

General process of submission, Tenders are to be submitted through online to the website stated in Cl. 2 in two folders at a time for each work, one in Technical Proposal & the other is Financial Proposal before the prescribed date &time using the Digital Signature Certificate (DSC) the documents are to be uploaded virus scanned copy duly Digitally Signed. The documents will get encrypted (transformed into non readable formats).

f. *Technical proposal*

The Technical proposal should contain scanned copies of the following further two covers(folders).

- Detailed Technical specifications, Terms & Conditions and Delivery period to be submitted on firm's letter head
- Sale tax and income tax clearance certificate should be furnished by the contractor for contract value above Rs 50000.00
- Brochure/Leaflets/Technical Information of the item(s), if any
- Proof of EMD (mention amount number and date)
- Proof of PAN no. (mention no.....)

- Proof GST/Sales Tax Registration. (mention no.....)
- Warranty Certificate if any
- Any other relevant documents

g. Financial proposal

- The financial proposal should contain the following documents in one cover(folder) i.e. Bill of quantities(BOQ) the bidder is to quote the rate online through computer in the space marked for quoting rate in the BOQ.
- Only downloaded copies of the above documents are to be uploaded virus scanned & Digitally Signed by the bidder.

28. **Penalty for suppression / distortion of facts**

Submission of false document by tenderer is strictly prohibited & if found action may be referred to the appropriate authority for prosecution as per relevant IT Act with forfeiture of earnest money forthwith.

29. **Rejection of bid & Tender**

The Employer (tender accepting authority) reserves the right to accept or reject any Bid and to cancel the Bidding processes and reject all Bids at any time prior to the 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 ground for Employer's (tender accepting authority) action.

30. **Award of contract**

If bid capacity is found inadequate the department would be at liberty to accept his bid only such number of work for which his capacity would permit. In such case the choice of work awarded would rest with tender accepting authority.

ANNEXURE-I

Undertaking

I do hereby certify that all the information furnished above is 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.

I also certify that, I have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency/bidder

Official seal/ stamp

Date:

Place

ANNEXURE-II

PARTICULARS OF BIDDERS

(Photocopy of Necessary Documents to be enclosed with this format)

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.	Any sister concerns and their address		
8.	Details of registration		
9.	Banker's name and address Bank Account No IFSC Code:		
10	Details of Earnest Money Deposit	Amount	
		Draft No.	
		Date	
		Bank	
		Branch	
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		
	(c) GST No		
16.	Change of the firm name at any time. If so, when and reason thereof		
17.	Infrastructure details		
18.	Dispute, if any		

DRAFT AGREEMENT

AMC-

** Similar agreement for others schedule is also applicable

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 contract include repair , service and covers free replacement of all consumable items
	2.	The contractor will prepare separate log books for each of the machine to be taken under the AMC and Preventive maintenance with virus detection and special cleaning of the monitor, A quarterly report will have to submit to the college authority with the complete details of hardware condition. Maintenance of a logbook on the day to day activities
	3.	The Contractor shall not further sublet the CAMC under any circumstances to a third party/sub-contractor for the maintenance
	4.	The Contractor must depute at least one qualified experience to be present with all necessary tools and instruments for all working days in a week for regular maintenance/ minor modification/ repairing/ overhauling of all set-ups. The Contractor is also obliged to provide mobile phones to the Onsite Engineers with Company provided number and that number will not be changed without prior permission of college authority.
	5.	The resident engineer nominated by the AMC agency will coordinate with facility management through Online Call Logging & provide a docket no on each call.
	6.	The contractor shall have to depute at least one well qualified engineer having a minimum experience of three years with a recognized degree in the field of hardware maintenance on full time basis for the service of the systems(inclusive of engineer for anti-virus treatment). List of Engineer(s) to be deployed in Trust with their detailed bio-data showing their qualification, experience and other details
	7.	The requirement of keeping a minimum one Service Engineer will be mandatory. A penalty will also be levied for posting less than stipulated staff on any day to be worked out on pro rata basis by dividing the value of AMC by 365 days for each day of absence. The deputed/resident engineer should not be changed frequently so as to avoid disruption in services;
	8.	The services of the engineer of the contractor may be required on non- working days or beyond office hours on working days on some occasions to meet emergency situation. The contractor shall ensure that on such occasion also the personnel are deputed;
	9.	The contract will be valid for a period of one year and the period of AMC will be informed after finalization of the contract. The rates quoted will remain in force for the full period of the contract;
	10.	It shall be responsibility of the contractor to hand over all the hardware under its AMC to the Department in working condition at the completion of the contract, failure leads to deduction of actual hardware.

	11.	In addition to the above the firm should provide additional services as below : DELETED
	12.	The response time to a request for service will normally be 24.00 hrs., but will not exceed 48.00 hrs., on working days. If the AMC Provider firm failed to attend the calls within 48 hours, this office reserves the right to get the work done by other firms and deduct such expenses from the AMC charges. In the Case of exceptional and repeated delays, poor services, fault, break down, etc, this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the AMC unilaterally.
	13.	Downtime will not be considered under the following conditions: i) Repair time due to machine environmental conditions. ii) Standby machine shall be provided, if downtime is more than 2 days. failure caused by confirmed.
	14.	Failure to repair/service the equipment in question within 24 hours without justifiable reasons or to return the repaired machine within two days at the maximum may entitle proportionate deduction in the bill in respect of the total period.
	15.	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.
	16.	If there are deputed service personnel then, all permanent and regular replacement of those will be subject to prior approval from the college administration.
	17.	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.
	18.	THE SERVICE PROVIDER provides all wages, allowances supplies, food, transportation and other things necessary for the implementation of this agreement.
	19.	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.
	20.	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,
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 02.00 hrs., but will not exceed 48.00 hrs., on working days.
	2.	The service provider shall provide on call service from Monday to Saturday 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. And must have one year certification course in Computer
	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
_____ 20__

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
_____ 20__

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

Witness1:

Witness2: