

Tender No. SPMU/NRC/Fire Safety/334/2016/Pt1/98 dated May 2, 2017

TENDER FOR  
SUPPLY, INSTALLATION, TESTING & COMMISSIONING  
OF HFC 227 (FM 200) FIRE EXTINGUISHER SYSTEMS  
IN THE  
DATA CENTRE OF THE STATE PROJECT MANAGEMENT UNIT  
NATIONAL REGISTER OF CITIZENS (NRC), ASSAM

Issued by  
Office of the State Coordinator, State Project Management Unit  
National Register of Citizens, Assam

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## Section I

### OFFICE OF THE STATE COORDINATOR, NRC, ASSAM ACHYUT PLAZA, BHANGAGARH, GUWAHATI- 781005

Tender No. SPMU/NRC/Fire Safety/334/2016/Pt 1/98 dated May 2, 2017

#### **Tender for Supply, Installation, Testing & Commissioning of HFC 227 (FM 200) Fire Extinguisher Systems**

State Coordinator, National Register of Citizens, Assam invites tenders affixing Court Fee Stamp of Rs. 8.25/- from reputed Agencies/Firms for Supply, Installation, Testing & Commissioning of HFC 227 (FM 200) Fire Extinguisher Systems conforming to the **Code of Practice of IS 15517:2004 and IS 15496:2004** in the Data Centre located at the Office of the State Coordinator, National Register of Citizens (NRC), Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005.

The tender document can be downloaded from the official website [www.nrcassam.nic.in](http://www.nrcassam.nic.in). The cost of tender document is Rs. 1,000/- (Rupees One Thousand) only drawn from any Indian Nationalized Bank in the form of Demand Draft issued in favour of 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati. The bidder shall also submit an EMD for Rs. 30,000/- (Rupees Thirty Thousand) only in the form of Demand Draft drawn in favour of the same beneficiary. The cover should be superscripted with name of the Tender addressed to the Tender Inviting Authority with full details of the bidder on the reverse side of the envelope. The validity of the Tender is for six (6) months from the date of publication of the Tender Document.

#### **Schedule to the invitation of Tender**

Sl. no.	Scheduled	Start date	Start time	End date	End time
1	Publication of Tender	03/05/2017	11:00 a.m.	23/05/2017	2.00 p.m.
2	Site inspection	04/05/2017	11:00 a.m.	17/05/2017	5:00 p.m.
3	Query response	04/05/2017	11:00 a.m.	17/05/2017	5:00 p.m.
4	Bid submission	04/05/2017	11:00 a.m.	23/05/2017	2.00 p.m.
5	Technical Bid Opening	23/05/2017	2.30 p.m.		
6	Financial Bid Opening	To be decided later			

Sd/-  
State Coordinator  
National Register of Citizens (NRC), Assam

## Section II

### Bidder's Profile

Sl. no.	Particulars	Please furnish details
1.	Name of the Company	
2.	Year of incorporation	
3.	Nature of the Company (Public/Private/Partnership)	
4.	Registered office (Address, Telephone Number, e-mail)	
5.	Local Office (Name and designation of in-charge, Address, Telephone Number, e-mail)	
6.	Permanent Account Number (PAN)	
7.	CST/ST/TNGST/TIN Registration Number	
8.	Banker's name and address	

The above details should be filled up along with supporting documents enclosed.

### Section III

#### Eligibility Criteria

The Bidder should meet the following Eligibility Criteria for bidding the tender and the proof for the eligibility should be provided in the Technical Bid.

Sl. no.	Minimum Eligibility Criteria	Proof to be submitted for fulfilling the eligibility
1	Bidder should be in the field of installation of Fire Extinguisher System for a minimum period of five (5) years as on 31/03/2017	Bidder should provide certificate of incorporation under companies act or any other certificate for legal status. If the bidder is not an OEM, the bidder should enclose authorization letter from the OEM as per format given under Section VIII.
2	Bidder should be a Registered Indian Firm	Certificate of Incorporation should be submitted.
3	Bidder should have an average annual turnover of at least Rs. 25 lakh in each of the previous three financial years (2013-14, 2014-15 & 2015-16) in installing Fire Extinguisher Systems.	Bidder should enclose audited balance sheet for the previous three financial years (2013-14, 2014-15 & 2015-16).
4	The Bidder should have executed work of installing <b>Clean Agent Fire Extinguishing System in at least one (1) Data Centre site. during the last three (3) Financial Years.</b>	Bidder shall provide documentary evidence/letters of Completion for the projects where they have installed Clean Agent Fire Extinguishing System in at least one (1) Data Centre site.
5	The Bidder should not have been blacklisted by any State/Central govt. office/PSU/other Agency in the past for breach of general or specific conditions of contract, fraudulent, unethical or corrupt business practices.	Declaration by the bidder to be submitted in the specified format given in the Tender Document under Section IX.
6	CST, VAT, TIN, Trade License	Up to date attested copies of CST, VAT, TIN Trade License.
7	Should have a valid PAN issued by the Income Tax Office.	Attested copy of PAN card.
8	Bid Document Fee	Bid document fee of Rs. 1,000/- (Rupees One Thousand) only in the form of Demand Draft drawn from Nationalized Bank.
9	Signature on Tender document	Tender document shall be signed by the Proposer in all the pages with official seal. The supporting documents/pages asked by the Tender should be arranged chronologically as per the information sought.
10	Additional information	Any other information which may be useful in the process of evaluation.

## Section IV

### Instructions to Bidders

- i. Invitation to this tender is in connection with Supply, Installation, Testing and Commissioning of **HFC 227 (FM 200) Fire Extinguisher Systems which should conform to the Code of Practice of IS 15517:2004 and IS 15496:2004. Copies of Indian Specification of HFCea (FM 200), also known chemically as Hepta Fluoro Propane for IS: 15517 (2004)- Gaseous Fire Extinguishing Systems- HFC 227ea (Hepta Fluoro Propane) Extinguishing Systems and IS: 15496 (2004)- Inspection and Maintenance of Gaseous Fire Extinguishing Systems- Code of Practice are enclosed as Annexure A and B respectively with the tender document.**
- ii. Tenders should be addressed to “The State Coordinator, National Register of Citizens (NRC), Assam, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005.”
- iii. Tenders can be submitted in person on or before the due date and time specified in the Tender Notice. Such tenders should be dropped in the tender box only kept at the Office of the State Coordinator, National Register of Citizens (NRC), Assam, Achyut Plaza, Bharalupar, Bhangagarh, Guwahati- 781005.
- iv. Alternatively, the bidder can submit the tender by registered post so as to reach the above address on or before the due date and time specified in the Tender.
- v. Tenders received after due date and time will not be considered and the Office shall not be liable or responsible for any postal delays.
- vi. A tender once submitted shall not be permitted to be altered or amended.
- vii. The cost of tender schedule is Rs. 1,000/-. The Tender Documents purchased is not transferable to any other bidder. The tender cost may be paid by Demand Draft drawn on any Nationalized Bank in favour of ‘The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati-781006, Assam’ payable at Guwahati. The Tender document may be downloaded from the official website [www.nrcassam.nic.in](http://www.nrcassam.nic.in).
- viii. Technical Bid should contain EMD for an amount of Rs. 30,000/- by Demand Draft drawn on any Nationalized Bank in favour of ‘The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam’ payable at Guwahati.
- ix. The validity of the Tender Document is for six (6) months and Tender Fee/EMD should be valid for the same period.
- x. The EMD of unsuccessful bidders will be returned after acceptance of the successful Tender and issue of Work Order to the successful bidder within a reasonable time frame. The EMD returned to the unsuccessful bidders shall not earn any interest thereof.
- xi. Any bid not secured with EMD amount will be rejected by the office as non-responsive.
- xii. The EMD amount may be forfeited:
  - a. if a bidder withdraws the bid during the period of bid validity specified in the tender; OR
  - b. in the case of successful bidder, if the bidder fails to sign the contract or to submit the Security Deposit, after awarding of the contract.
- xiii. A prospective bidder requiring any clarification in the Tender may notify the office by letter or by e-mail. The office will respond in writing to any request for clarification in the Tender.
- xiv. Interested bidders may visit the site after obtaining permission from the office to plan the exact requirement and estimate.

- xv. Before closing the Tender, the office may amend the Tender as may be desired. Also, amendment to tender may be given in response to clarifications by prospective bidders at the discretion of the office. Such amendments will be notified in the website [www.nrcassam.nic.in](http://www.nrcassam.nic.in).
- xvi. The office, at its discretion, may extend the due date and time for the submission of bids on account of amendments.
- xvii. The bidders must periodically browse the website- [www.nrcassam.nic.in](http://www.nrcassam.nic.in) till one day before the closing date of this Tender for any amendments or corrigendum issued in connection with this Tender.**
- xviii. The bid shall be signed by the bidder or a person duly authorized to bind the bidder to the Contract. All pages of the bid shall be signed and stamped by the authorized person.

## **Section V**

### **Submission of Tender**

The Tender shall be submitted in three cover system:

#### **Technical Bid Cover**

- i. The Technical Bid should be filled up and put inside in a cover along with the enclosures specified in the Tender document. The Technical bid should not contain any Price/Rate details. The Technical bid cover should be superscripted as 'Technical Bid – SPMU/NRC/Fire Safety/334/2016/Pt 122 dated May 2, 2017.'

The Technical Bid cover should contain the following:

- ii) Tender Fee/EMD amounts as prescribed in the Tender document. The name of the Agency/Firm should be written on the reverse of the Tender/EMD drafts.
- iii) Court Fee Stamp of Rs. 8.25/- pasted on the covering letter head.
- iv) Filled up, signed and stamped all pages of Tender document.
- v) Technical bid with relevant details/enclosures, etc.
- vi) Address of the bidder with phone no. clearly written on the reverse of the covers.

#### **Price Bid Cover**

- i. The Price Bid as prescribed should be filled up and sealed in a separate cover superscripted as 'Price Bid- SPMU/NRC/Fire Safety/334/2016/Pt 1 dated May 2, 2017.'
- ii. The address of the Bidder should be clearly written on the cover.

#### **Outer Cover**

- i. Both the Technical Bid cover and Price Bid cover should then be put in a single outer cover, sealed and superscripted as "Tender for Supply, Installation, Testing and Commissioning of FM200 Fire Extinguisher System– Tender No. SPMU/NRC/Fire Safety/334/2016/Pt 1/122 dated May 2, 2017."
- ii. The address of the bidder should be clearly written on the reverse of the cover.
- iii. The covers received without superscription are liable for rejection. The tenders not submitted as specified in the above clauses will also be summarily rejected.



## **Section VI**

### **Opening of Tender**

- i. The Technical Bid cover will be opened at 2.30 p.m. on the due date in the presence of bidders or their representatives who may prefer to attend Tender opening.
- ii. The Technical Bid will be evaluated as per the Eligibility Criteria as specified in the Tender and list of Technically qualified bidders will be prepared. The Technically qualified bidders alone will be informed of the date of opening of the Price Bid. The Price Bids of Technically qualified bidders will alone be opened and evaluated. The decision of this office will be final in this regard.

### **Tender Rejection Criteria**

- iii. Tenders not fulfilling all requirements in the eligibility criteria as outlined under **Section III** will be summarily rejected.
- iv. The tenders without the requisite EMD amount will be summarily rejected.
- v. Tenders with incomplete information, subjective and conditional offers as well as partial offers for equipment will be liable for rejection.
- vi. Tenders with deviations from Technical specifications will be rejected.
- vii. Tenders without signed and stamped copy of the Tender document in respective envelopes will be summarily rejected.
- viii. Tenders submitted without audited financial statements of the bidder are liable for rejection.
- ix. In addition to the above rejection criteria, if there is non-compliance of any of the clauses of this Tender document, the Tenders are liable for rejection.

### **Tender Evaluation**

#### Technical Bid Evaluation

- x. The office will prepare a list of bidders based on the compliance to technical specifications and all the terms and conditions of the Tender. The Tenders, which do not conform to the tender conditions and without adequate capabilities to do so as per Tender requirements, will be rejected without specifying any reason whatsoever.

#### Price Bid Evaluation

- xi. Only the Price Bids of the Technically Qualified bidders will be opened. The list of bidders will be ranked in ascending order, i.e., bidder quoted the lowest price (L1) will be ranked first and so on. The Prices quoted should clearly show the basic price, taxes separately and finally the total amount inclusive of taxes.
- xii. The rate should be indicated clearly both in words and figures. The rate quoted should be firm and should not be subjected to any variation.
- xiii. Details of the product offered like leaflets, brochures, manuals, guarantee, warrantee, other reference documentation, etc should necessarily accompany the offer and bounded separately in the Technical cover.

- xiv. All responses, as well as any reference materials presented must be written in English only.
- xv. Pages must be numbered consecutively within each section of the proposal showing proposal section and page number.
- xvi. Proposals should include firm equipment/items and should not be with options or alternatives. Proposals without firm details of Make and Models for the equipment are liable to be rejected.
- xvii. No bidder shall try to influence the office on any matter relating from bid opening till the time contract is awarded.

## Section VII

### Other Terms and Conditions

- i. Equipment from renowned and well-known firms of the industry with proven track record only will be accepted.
- ii. The bidder should enclose a list of organizations to which same equipment as mentioned in this tender.
- iii. Cost of all the equipment which are necessary to complete the configuration to meet the specifications/requirements should be very clearly specified and will be included for commercial evaluation.
- iv. The Fire Safety System offered should be complete in all respect even if missed in the specifications.
- v. The final decision would be based on the technical capacity and pricing. The bids should be submitted neatly with full signature and seal.
- vi. The offer submitted by the bidders should be valid for a minimum period of 180 days from the date of submission of Tender.
- vii. The office will not pay any increase in the price except the variation in the statutory levies during validity period.

### Force Majeure

- i. Neither the office nor the successful bidder shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:
  - a. Any act of God such as earthquake, landslide, etc., or other events of natural disaster of rare severity.
  - b. Act of war (whether declared or undeclared), threat of war, invasion, armed conflict or act of foreign enemy, blockade, embargo, revolution, riot, religious strife, bombs or civil commotion, sabotage, and terrorism.

### Letter of Intent

- ii. After successful completion of the Tender process, a Letter of Intent (LOI) will be issued to the successful bidder by the office. The delivery period will be counted from the date of issue of this letter. The contract period is also counted from the date of issue of LOI.

### Performance Bank Guarantee (PBG)

- iii. The successful bidder will be required to remit **Performance Bank Guarantee (PBG)** equivalent to 10% of the total accepted tender value by way of Demand Draft drawn on any Nationalized Bank payable to 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable at Guwahati.
- iv. The PBG furnished by the successful bidder will be retained by the office up to 90 days from the completion of the work.
- v. The PBG held by the office till it is returned to the successful bidder will not earn any interest thereof.

## Contract Agreement

- vi. The successful bidder should execute an agreement for the fulfilment of the contract in non-judicial stamp paper of value of Rs. 100/-. The conditions stipulated in the agreement should be strictly adhered to and violation of any of the conditions will entail termination of the contract without prejudice to the rights of the office which also have the right to recover any consequential losses from the successful bidder.
- vii. If the bidder fails to act upon the tender conditions or backs out when their tender is accepted, their PBG will also be forfeited to the office.

## Release of Work Order

- viii. After the execution of the agreements specified in the Tender Document and receipt of PBG, the office will release formal Work Order to the successful bidder.

## Assigning of Tender whole or in part

- ix. The successful bidder should not assign, underlet or sublet to any person(s) or agency/firm for the execution of the contract or any part thereof. If violated, the successful bidder is liable for rejection of their Work Order and recovery of consequential losses.

## Completion Schedule

- x. The overall time limit for Supply, Installation Testing and Commissioning of FM200 Fire Extinguisher System should be **within 4 weeks from the date of issue of Work Order**.

## Payment Clause and Billing

- xi. No advance payment will be paid for the contract
- xii. The successful bidder shall raise the invoice in triplicate for the equipment/works in the name of The State Coordinator, National Register of Citizens, Assam, Bhangagarh, Guwahati– 781005.

## Delay in Completion & Commissioning

- i. In the event of failure of the bidder to complete the supply, installation, testing and commissioning within the stipulated time or the extended time, the purchaser has the right to impose penalty at the rate of 1% per week on the total value of the work order upto 10%. The office will use its own means to complete the work and claim the expenses from the bidder additionally.
- ii. If the Bidder is unable to complete the supply, installation, testing & commissioning within the stipulated time limit due to inevitable reason(s), the purchaser may at its option allow such additional time as may be considered justified with/without penalty and without altering any of the terms & conditions of the order.

## Arbitration

- iii. In case of any dispute, the matter will be referred to an Arbitrator under 'Arbitration and Conciliation Act, 1996'. The arbitration shall be held in Guwahati, and the Courts at Guwahati, Assam only should have jurisdiction in relation thereto. The Arbitrator will be appointed by the office.

## Warranty

- iv. The equipment/components/accessories of FM200 system to be provided with three-year warranty from the date of successful implementation and work completion certification by the office.
- v. The warranty will cover all the materials and goods supplied by the successful bidder under this contract irrespective of the fact whether these have been manufactured by the bidder or not.

- vi. If any manufacturing or other Technical defects are found within the specified warranty period, the same will have to be rectified or replaced free of cost within 2 days. The successful bidder should have adequate back up requirement of spares and systems in Guwahati to have uninterrupted services.

Preventive Maintenance

- vii. Any communication over e-mail must be construed as official and the successful bidder must comply with the directions as given thereon.
- viii. The bidder should perform four periodical inspections in a year at three-month intervals during the three years of warranty period to check the functionality of the equipment. Service completion certificate should be produced after completing the service.

Annual Maintenance Contract (Optional)

- ix. The bidder agrees to maintain the equipment and systems supplied in such a way to ensure the continued use during the AMC period after completion of the warranty period of three years.
- x. Entering into AMC will be at the sole discretion of the office
- xi. The bidder agrees to provide comprehensive maintenance of the installed systems in full that shall include preventive maintenance and corrective maintenance on site.
- xii. The office reserves the right to terminate the AMC in the event of unsatisfactory maintenance and claim damages for non-fulfilment of contract under the Contract.
- xiii. All clauses and conditions in warranty will hold good during post-warranty period also.
- xiv. The bidder should impart on-site training to the staff nominated by the office.

I/We \_\_\_\_\_ have gone

through the terms and conditions and also the corrigendum(s) issued will abide by them as laid down above.

Name of the bidder: \_\_\_\_\_

Signature: \_\_\_\_\_

Name of authorized person: \_\_\_\_\_

Seal of the bidder

## Section VIII

### Format for submission of Manufacturer/Principal's Authorisation for Bidders who are other than manufacturers (on Letter Head)

To,

The State Coordinator  
National Register of Citizens, Assam  
Achyut Plaza, Bhangagarh  
Guwahati- 781005, Assam

We hereby authorize \_\_\_\_\_ (type the Name and Address of the Bidder) to submit a Bid against Tender Ref.: Tender No. SPMU/NRC/Fire Safety/334/2016/\_\_\_\_ Dated \_\_\_\_ March, 2017 for the \_\_\_\_\_ (type the description of goods) Manufactured/Distributed by us. We hereby extend our full guarantee and warranty for the goods offered for supply by the above firm against this Tender.

Name: \_\_\_\_\_

Signature: \_\_\_\_\_

Seal of Manufacturer/Distributor

**Section IX**

**Declaration**

From : \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

To : The State Coordinator  
National Register of Citizens, Assam  
Bhangagarh, Bharalupar  
Guwahati- 781005

Dear Sir,

1. I/We have read and understood the contents of the Tender and agree to abide by the terms and conditions of this Tender.
2. I/We also confirm that in the event of my/our tender being accepted, I/we hereby undertake to furnish Performance Security, as applicable, in the form of Demand Draft.
3. I/We further undertake that none of the Proprietor/Partner/Director/Individual of the firm was or is with whom Government have banned/suspended business dealing.

Yours faithfully,

(Signature of the bidder)

Name \_\_\_\_\_

Designation\_\_\_\_\_

Date\_\_\_\_\_

Seal

## Section X

### Annual Turnover Statement of the Bidder

The Annual Turnover of \_\_\_\_\_ (name of the bidder)  
for the past three Financial Years are given below and certified that the statement is true and correct.

Sl. No.	Year	Annual Turnover (in Rs.)
1	2013-14	
2	2014-15	
3	2015-16	
<b>Total</b>		

In words: \_\_\_\_\_

Name of the Chartered Accountant/Auditor \_\_\_\_\_

Signature of Chartered Accountant/Auditor \_\_\_\_\_

Date \_\_\_\_\_

Seal

*(Please fill up the statement)*



## Section XI

### Experience Certification

Details of one (1) similar work executed (to be furnished in Cover 'A')

Sl. no.	Year of work	Description of work undertaken	Name & address of the agency that awarded the work	Value of the work (in Rs.)	Date of work order	Date of completion of work
	(a)	(b)	(c)	(d)	(e)	(f)
1						
2						
3						
4						
etc.						

This is to certify that the information contained in table above is true and correct. Allotment order/copy of agreement along with the work completion certificate is enclosed.

Name of the Bidder: \_\_\_\_\_

Signature of the Bidder: \_\_\_\_\_

Date: \_\_\_\_\_

Seal

**Section XII**  
**Financial Bid Format**

Tender document no. \_\_\_\_\_

To,

The State Coordinator  
National Register of Citizens  
Achyut Plaza, Bharalupar, Bhangagarh  
Guwahati- 781005

Sir,

I/We hereby tender for Supply, Installation, Testing & Commissioning of FM200 Fire Extinguisher System at the Data Centre located in the Office of the State Coordinator, National Register of Citizens, Bhangagarh, Guwahati- 781005 as per Tender document within the time specified and instructions as per terms and conditions. The rates are quoted in the prescribed format given below:

Sl. no.	Particular	Basic Price	Taxes	Total Price
1	Consolidated charges for installation, testing, commissioning of HFC 227 (FM 200) Fire Extinguisher Systems at the Data Centre in the O/o the State Coordinator, NRC, Assam			

**Annual Maintenance Contract Cost (optional)**

Sl. no.	Mention the year as per standard norms	Price	Taxes	Total
1.				
2.				
3.				

*The AMC cost shall not be considered for obtaining the lowest price and selection of LI.*

Signature of the bidder: \_\_\_\_\_

Name: \_\_\_\_\_

Address: \_\_\_\_\_

Office seal

### Section XIII

#### Bank Guarantee for Performance Security

##### Format

Bank Guarantee No. \_\_\_\_\_ Dated \_\_\_\_\_

(Name of the Bank) \_\_\_\_\_

(Hereinafter referred to as the 'Bank')

Performance Security under Contract Agreement dated \_\_\_\_\_ (hereinafter referred to as the 'Agreement') executed between **Commissioner & Secretary, Home & Political Department cum State Coordinator, NRC, Assam** (hereinafter referred to as 'Office') and

\_\_\_\_\_ (hereinafter referred to as 'Bidder') for supply, installation, testing and commissioning of HFC 227 (FM 200) Fire Extinguisher Systems at the Data Centre in the O/o the State Coordinator, NRC, Assam (hereinafter referred to as the 'Services'). However, such context of the Bank Guarantee or reference to the Agreement in this Bank Guarantee shall in no manner be relied upon at any stage or adversely affect or dilute the unconditional and irrevocable nature of this Bank Guarantee.

At the request of the Bidder, we \_\_\_\_\_,

(name and address of the bank) do hereby unconditionally and irrevocable affirm and undertake that we are the Guarantor and are responsible to the Office, i.e., the beneficiary on behalf of the Bidder up to a total sum of \_\_\_\_\_ Rs. \_\_\_\_\_

(Rupees \_\_\_\_\_ only), such sum being payable by us to the Office immediately upon receipt of first written demand from the Office.

We agree and affirm that no change or addition to or other modification to the terms of the Agreement shall in any way release us from any liability under this unconditional and irrevocable Guarantee and we hereby waive notice of any such change addition or modification. We further agree with the Office that the Office shall be the sole and the exclusive judge to determine that whether or not any sum or sums are due and payable by the Bidder which is recoverable by the Office by invocation of this Guarantee.

This Guarantee will not be discharged due to the change in constitution of the Bank or the Bidder. We undertake not to withdraw or revoke this Guarantee during its currency/validity period, except with the previous written consent of the Office.

This unconditional and irrevocable Guarantee shall remain in full force and effect and shall remain valid until \_\_\_\_\_.

Notwithstanding any clause contained herein, our liability under this Bank Guarantee shall not exceed Indian Rs. \_\_\_\_\_ (Rupees \_\_\_\_\_ Thousand) only. This unconditional and irrevocable Bank Guarantee shall be effectively valid from \_\_\_\_\_ to \_\_\_\_\_.

We are liable to pay the guaranteed amount or any part thereof under this unconditional and irrevocable Bank Guarantee only and only if the Office serves upon us a written claim or demand on or before \_\_\_\_\_.

---

(Authorized signatory on behalf of Bank with seal)

*Notes:*

- 1. The Bank Guarantee should contain the name, designation and Code number of the Officer(s) signing the Guarantee.*
- 2. The address, telephone no. and other details of the Head Office of the Bank as well as the issuing Branch should be mentioned on the covering letter of the issuing Branch.*

## Section XIV

### Sample Form of Agreement

(To be executed on a Rs. 100/- Non-judicial Stamp paper **purchased at Guwahati** by the First Party for the Supply, Installation, Testing, Commissioning of FM200 Fire Extinguisher System)

Purchase Order no: \_\_\_\_\_

We, M/s. .... (hereinafter referred to as First Party) hereby agree on the acceptance of Tender floated by Office of the State Coordinator, National Register of Citizens, Assam (hereinafter referred to as Second Party) in accordance with the conditions of contract stated below:

#### Conditions of Contract

1. This document on having been signed by both the parties shall constitute a binding contract between the parties and shall remain in force for a period of three years. But in the event of any breach of agreement at any time on the part of the First Party, the contract shall be terminable by Second Party without compensation to the First Party. The contract may also be put to an end at any time by the Second Party upon giving seven days notice to the First Party.
2. The First Party agrees to supply and commission the ordered items, after carrying out successfully all tests prescribed by the Second Party at an all inclusive price of Rs. ....only). The price offered is firm and is not subject to enhancement on any ground.
3. The price of the ordered items includes Customs Duty/Excise Duty, Surcharges, VAT, Central Sales Tax, Freight, Entry Tax, Insurance and such other levies that may be applicable.
4. The equipment to be supplied under this contract are to be of the quality and the sort mentioned in the purchase orders.
5. The equipment are to be delivered and installed at the Data Centre located at the Office of the State Coordinator, Achyut Plaza, Bharalupar, Bhangagarh 781005, Guwahati, Assam without any extra cost. Any amendments to the orders in terms of quantities or delivery period etc may be incorporated on a mutually agreed basis.
6. Any replacement necessitated, as part of the warranty commitments, shall be carried out without charge by the First Party and faulty parts/materials that arise out of such replacements shall be taken back by the First Party.
7. If the Supply Order is not effected as specified in the Purchase Order, the office shall have the full authority to cancel the order to take any such action that will be deemed fit in the circumstances.
8. In case of failure by the First Party to deliver as demanded from them within the period specified for successfully delivery, installing, testing and commissioning or in case of equipment/systems delivered by them, not being of the stipulated quality, the office shall have the power to reject any such equipment/systems and to purchase from others instead of any equipment/systems so rejected or not delivered.
9. If the Bidder is unable to complete the supply, installation, testing & commissioning within the stipulated time limit, the Second Party may at his option allow such additional time as may be considered justified with/without penalty. In the event of failure of the bidder to complete the supply,

installation, testing and commissioning within the stipulated time or the extended time, the Second Party has the right to impose penalty of 1% per week on the total value of the project cost. The bidder's liability for delay, however, shall not exceed 10% of the total contract price.

10. In the event of non-completion, non-fulfilment or non-observance of any of the conditions stipulated in the Agreement, conditions of engagement and Work Order, the bidder shall pay as penalty an amount equivalent to 10% of the total order value or an amount equal to the actual loss incurred by the Second Party in seeking an alternative working arrangement, whichever is higher.
11. The materials or goods are to be given warranty for a period of atleast 12 months or more as per the standard norms of the items, after supply and commissioning against any manufacturing defect and bad workmanship solely by the First Party irrespective of whether the same have been manufactured by them or not. The warranty period will commence from the date of handing over the ordered items after carrying out successfully the tests prescribed by Second Party and commissioning in good working condition.
12. The First Party shall undertake to supply of the spares during the warranty period of the offered items. If any manufacturing or other technical defects is found within warranty period from the date of commissioning and handing over of the ordered items to Second Party they will have to be rectified or replaced free of cost by the First Party in good working condition.
13. The warranty will cover all the materials and goods supplied by the First Party under this contract irrespective of the fact whether these have been manufactured by the First Party or not.
14. The Second Party reserves the right to terminate the maintenance contract in the event of unsatisfactory maintenance and claim damages for non-fulfilment of contract.
15. The suppliers shall have to furnish Security Deposit equal to 10% of the contract value by way of Demand Draft drawn on any Nationalized Bank payable to 'The Commissioner & Secretary, Home and Political Department, Dispur, Guwahati- 781006, Assam' payable in Guwahati. The Security Deposit will be retained by the office during the period of Warranty.
16. No advance payment will be made to the First Party until Completion Certificate is obtained from the Technical Officer appointed by the officer.
17. The contract or any part share of interest in it is not to be transferred or assigned by the First Party directly or indirectly to any person or persons whomsoever without the written consent of the Second Party.
18. Neither the Second Party nor the First Party shall be liable to the other for any delay or failure in the performance of their respective obligations due to causes or contingencies beyond their reasonable control such as:
  - i. natural phenomena earthquakes, floods, epidemics.
  - ii. acts of any Government authority, domestic or foreign, declaring war or undeclared, priorities, quarantine restrictions.
  - iii. accidents or disruptions due to fire, explosions, breakdown of essential office machinery/equipment, power, water supply.
19. The enclosures, the detailed final offer of the First Party and the purchase order respectively will form part of this contract. Wherever the offer conditions furnished by the First Party are at variance with

conditions of this contract or conditions stipulated in the purchase order, the latter shall prevail over the offer conditions furnished by the First Party.

20. This contract shall not be varied or altered except by mutual consent in writing.
21. In the case of occurrence of force majeure clause the extension of time will be accepted only to the period during which such force majeure conditions exist and the decision of the Second Party in that behalf is final and binding.
22. Any waiver of any terms and conditions by the Second Party shall not have the effect of waiving or abandoning other terms and conditions of the contract.
23. Any notice to the First Party shall be deemed to be sufficiently served, if given or left in writing/e-mailed at their place of business/e-mail address as mentioned in the tender document.
24. In case of any dispute, the matter will be referred to an Arbitrator under “Arbitration and Conciliation Act, 1996”. The arbitration shall be held in Guwahati, Assam only.

In witness whereof the parties have signed the Agreement on the \_\_\_\_\_day of \_\_\_\_\_2017 at Guwahati.

**For and on behalf of**

*(First Party)*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Witnesses*

1. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**For and on behalf of**

*(Second Party)*

Name: \_\_\_\_\_

Designation: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

*Witnesses:*

1. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

2. Name: \_\_\_\_\_

Signature: \_\_\_\_\_

**(Refer Annexure A- Gaseous Fire Extinguishing Systems IS: 15517 (2004) and Annexure B- Inspection and Maintenance of Gaseous Fire Extinguishing Systems IS: 15496 (2004) uploaded separately for references)**