

Tender Notice

(For Comprehensive Annual Maintenance Contract of Window, Split AC and Water Coolers with stabilizers at IIIT-Allahabad & RGIIT-Amethi)



भारतीय सूचना प्रौद्योगिकी संस्थान, इलाहाबाद Indian Institute of Information Technology, Allahabad

An Institute of National Importance by Act of Parliament
Deoghat, Jhalwa, Allahabad-211012 (U.P.) INDIA

Ph.: 0532-2922025, 2922067, Fax : 0532-2430006, Web : www.iiita.ac.in, E-mail : contact@iiita.ac.in

Ref. No. : IIIT-A/DR(S&P)/082/2016
Date: 21 June, 2016

Tender Notice

Sealed tenders are invited under two bid systems (Technical & Financial) for **Comprehensive Annual Maintenance Contract of Window/Split AC & Water Coolers with stabilizers at IIIT-Allahabad & RGIIT-Amethi.**

The detailed specifications and terms & conditions are given in **Annexure I, II, III IV & V.** The "Technical and Commercial Bids" in two separate sealed envelopes placed in a single envelope with name of the tender, ref. number and closing date subscribed on the top of the envelope addressed to the Deputy Registrar (S&P), IIIT-Allahabad upto **13/07/2016 at 12:00 Noon.** Tender duly sealed may also be dropped in the tender box placed in the office of the Deputy Registrar (S&P). The technical bid received in prescribed proforma will be opened in the presence of the tenderers or authorized representatives interested to be present, on **13/07/2016 at 04:00 P.M.** The Financial bids of technically qualified tenderers will only be opened after technical evaluation by the Technical committee & qualified vendors will be informed subsequently. The representatives should bring the authorization letter from their authorized signatory for attending the tender opening. The tender document may be obtained on payment of Rs.1500/- (One Thousand Five Hundred Only) as tender processing fee from the counter at Jhalwa Campus, Allahabad. It can also be downloaded from the Institute web site www.iiita.ac.in and be submitted along with Rs.1500/- of tender processing fee in form of DD.

(Dr. Seema Shah)
Deputy Registrar (S&P)

Copy to:

- **Hon'ble Director for kind information.**

INSTRUCTIONS TO BIDDER

Bidder is requested to read carefully the following and comply :

1. These instructions are over and above the instructions contained in the enclosed set of tender documents.
2. Bidder must fill the letter of Undertaking and Declaration Proforma complete in all respect is mandatory.
3. Bidder must quote their rates exclusive of all taxes and duties. Taxes applicable may be quoted separately giving full details in the Financial bid only.
4. Bidder must sign in each and every page of the enclosed tender documents and submit the same in sealed cover superscripting the NIT No. name of work, bid opening date and EMD particulars in two bid system.
5. The EMD should be in a separate envelop and annexed with the tender with suitable superscripted on envelop.
6. In case of acceptance of the bid, the successful bidder/bidders must enter into a contract agreement on Non-Judicial Stamp Paper valuing Rs. 100/- within given stipulated time from the issue of the Detailed Award Letter/ work order.
7. Rates shall be quoted both in figures and in words in clear illegible writing. No overwriting is allowed. All scoring and cancellations should be countersigned in full by the tenderer. In case of illegibility the interpretation of the Engineer-in-charge/Tender Committee shall be final.
8. Quoted rate should be valid at least for 45 day from the date of opening.
9. All figures etc. must be in English Language only.
10. All the Statuary Taxes like VAT / SAT / Service Tax / Other taxes should be mentioned on **FINANCIAL BID** only.
11. The lowest rate will not be the basis of claim to get the order.
12. The firms/companies that work black listed at any stage need not to apply.
13. Only one authorized person of the participant, is permissible to present on both the occasions in Technical & Financial Bid opening time. The electronic instruments like Mobil , Camera etc., are **NOT** allowed to keep ON condition at the time of opening the Bid documents.
14. Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
15. Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the disputes and his decision will be binding on both the parties.
16. Director, Indian Institute of Information Technölogy, Allahabad reserves the right to alter/modify any or all conditions of this tender notice without assigning any reason to agencies.
17. Completion period shall be 12 months from the date of award of work/date of handover/commencement date OR the contract can be extended as per need.
18. Defect liability period minimum shall be 12 months.
19. Any conditional tender will not be accepted.
20. All disputes are subject to jurisdiction of Allahabad.

Contractor Signature

Technical Bid

(On letter head of the Firm & in a separately sealed envelope)

PROFORMA FOR APPLICATION

1. Name of the firm :-
2. Address of the firm :-.....
.....
3. Phone Number (With Code):-
4. Proprietor's name: -
5. Address of Proprietor: -
6. Proprietor's Phone No. :-
7. Details of the firm:-
 - (a)Date from which the firm is operating: -
 - (b)Turnover of the firm during: - FY 2013-14 (Rs.).....
FY 2014-15 (Rs.).....
FY 2015-16 (Rs.).....

(Please attach documentary evidence)

- (c) PAN No. :-
- (d) TIN No. :-
- (e) Service Tax Registration No. compulsory:-.....

8. Tender Processing Fee: An amount of **Rs. 1,500/-** (One Thousand Five Hundred Only) of tender (non refundable) is to be paid cash or DD payable in favour of Indian Institute of Information Technology Allahabad payable at Allahabad.

9. E.M.D. : The tenders should be accompanied in a form of a Demand Draft/FDR in favour of Indian Institute of Information Technology Allahabad payable at Allahabad (Any bid without EMD will not be considered). EMD should be enclosed with the Technical Bid document in a separate envelop. The EMD will be returned to the unsuccessful bidders within 15 days and to the successful bidders after submission of full Security Deposit in the shape of FDR or Bank Guarantee.

Amount of EMD as below:

| Sl. No | Description | EMD Amount | DD No./FDR Date |
|--------|--|------------------|-----------------|
| 1. | Comprehensive Annual Maintenance Contract of Window AC, Split AC & Water Coolers with stabilizers at IIIT-Allahabad & RGIIT-Amethi) (As enclosed annexure-II) | 30,000.00 | |

10. Eligibility Criteria/Mandatory Clause for the tenderer:

1. Preference will be given to the Manufacturer / OEM / Sole Distributors of the listed make of the equipments as mentioned in the bill of quantities seeing the availability of original parts with manufacturer.
2. It is mandatory to submit an Authorization Certificate by Manufacturer/OEM, in case of authorized vender/agency, is participating.
3. The completion Certification with satisfactory, is compulsory for last three years of similar type of works in Central/State Government / PSU/ MNC's offices.
4. It is mandatory to provide a list of man power with their qualification & experiences.
5. It is mandatory to submit the registration copy in "D" Class or above with MES/CPWD/other Government Organizations. In case of Contractors are participating.
6. A letter of Under taking on Non-Judicial stamp paper of Rs. 100.00 and declaration on company letter head is mandatory.
7. The experience should be with any Central Government /State Government /Semi Government/Public undertaking organization will be preferred with above mandatory clauses.
8. The successful bidder will have to submit a Performance Guarantee as Security Deposit @ 10% of the awarded value in the form Fixed Deposit/Bank Guarantee with the validity more than three month beyond the contract period.
9. It is agency responsibility to maintain the unit in running condition without by passing any safety devices. If fail to do so within the stipulated time/ reasonable time, Institute have right to make it functional condition on the **RISK & COST** of the agency. The repairing charges for the same will be recoverd from the agency running bills/ Fixed Deposit / Security Deposit or forfeited bank Guarantee.
10. Turnover of the tenderer must be **Rs. 50.00 Lac** for last three years .
11. It is compulsory has to submit the following documents along with tender in their **TECHNICAL BID**.
 - a. Copy of Registration Certificate for manufacturing unit.
 - b. Copy of valid authorized dealer/service provider.
 - c. Copy of valid P.F. & E.S.I. Registration.
 - d. Copy of service tax registration certificate from the office of customs & Central Excise department.
 - e. Copy of PAN & TIN etc as applicable.
 - f. Copy of registration in Labour department.
 - g. Turnover certificate of last three financial years.

h. Detailed experience certificates of successfully completed last three years for similar nature of works, executed earlier.

Please mention valid email ID & telephone no. & visit the Institute www.iiita.ac.in tender section regularly for any corrigendum.

**(Dr. Seema Shah)
Deputy Registrar (S&P)**

Annexure-II**Bill of Quantities at IIIT-Allahabad & RGIIT-Amethi**

| Sl. No. | Make/Capacity (Tons) including Stabilizers | Unit | IIIT-A |
|----------------|--|-------------|---------------|
| 1. | Voltas Window AC 1.5 Tons | Nos. | 60 |
| 2. | Voltas Split AC 1.5 Tons | Nos. | 61 |
| 3. | Voltas Split AC 2.0 Tons | Nos. | 105 |
| 4. | Sidwal Window AC 1.5 Tons | Nos. | 1 |
| 5. | Carrier Window AC 1.5 Tons | Nos. | 8 |
| 6. | Carrier Split AC 1.5 Tons | Nos. | 43 |
| 7. | Blue Star Window Ac 1.5 Tons | No. | 1 |
| 8. | Blue Star Split AC 1.5 Tons | No. | 1 |
| 9. | Blue Star Split AC 2.0 Tons | Nos. | 4 |
| 10. | Godrej Window AC 1.5 Tons | Nos. | 2 |
| 11. | Godrej Split AC 1.5 Tons | Nos. | 4 |
| 12. | Hitachi Split AC 1.5 Tons | Nos. | 8 |
| 13. | Samsung Split AC 1.5 Tons | No. | 1 |
| 14. | Water Cooler | Nos. | 61 |
| | Total Quantity- IIIT-Allahabad | | 360 |
| 15. | RGIIIT-A Split AC 1.5 TR (Voltas-01, Godrej-3, Carrier-3) | Nos. | 7.0 |
| 16. | RGIIIT-A Split AC 2.0 TR (Voltas-30, Godrej-9, Carrier-6) | Nos. | 47.0 |
| 17. | RGIIIT-A Window AC 1.5 TR (Voltas-14, Blue Star-9) | Nos. | 23.0 |
| | Grand Total | | 437.0 |

Note : The mentioned quantity may decrease / increase as per requirement of the Institute at both locations.

**(Dr. Seema Shah)
Deputy Registrar (S&P)**

Annexure-III

(To be quoted on the company letter head with the below prescribed proforma only)
(Sealed separate envelop)

Financial Bid

Comprehensive Annual Maintenance Contract of Window/Split AC & Water Coolers with stabilizers at
IIIT-Allahabad & RGIIT-Amethi as per given bill of quantity :

| Sl. No. | Make/Capacity (Tons) including Stabilizers | Unit | Qty. | Rate/Unit (Rs.) | Amount (Rs.) |
|---------------------------------|--|-------|----------|-----------------|--------------|
| IIIT-A, Campus Allahabad | | | | | |
| 1. | Voltas Window AC 1.5 Tons | Nos. | 60 | | |
| 2. | Voltas Split AC 1.5 Tons | Nos. | 61 | | |
| 3. | Voltas Split AC 2.0 Tons | Nos. | 105 | | |
| 4. | Sidwal Window AC 1.5 Tons | Nos. | 1 | | |
| 5. | Carrier Window AC 1.5 Tons | Nos. | 8 | | |
| 6. | Carrier Split AC 1.5 Tons | Nos. | 43 | | |
| 7. | Blue Star Window Ac 1.5 Tons | Nos. | 1 | | |
| 8. | Blue Star Split AC 1.5 Tons | Nos. | 1 | | |
| 9. | Blue Star Split AC 2.0 Tons | Nos. | 4 | | |
| 10. | Godraj Window AC 1.5 Tons | Nos. | 2 | | |
| 11. | Godrej Split AC 1.5 Tons | Nos. | 4 | | |
| 12. | Hitachi Split AC 1.5 Tons | Nos. | 8 | | |
| 13. | Samsung Split AC 1.5 Tons | Nos. | 1 | | |
| 14. | Water Cooler | Nos. | 61 | | |
| 15. | a) Dismantling charges of split without gas leakage | Nos. | Per Unit | | |
| | b) Re-installation charges including transit of unit in the premises of IIIT-A | Nos. | Per Unit | | |
| | c) Insulation charges of copper piping | Mtrs. | Per Unit | | |
| | d) Drain Piping PVC | Mtrs. | Per Unit | | |
| | e) Gas Top-up charges | Nos. | Per Unit | | |
| | f) Extra copper piping | Mtrs. | Per Unit | | |
| RGIIT- Amethi | | | | | |
| | Split AC 1.5 TR (Voltas-01, Godrej-3, Carrier-3) | Nos. | 7 | | |
| | Split AC 2.0 TR (Voltas-30, Godrej-9, Carrier-6) | Nos. | 47 | | |
| | Window AC 1.5 TR (Voltas-14, Blue Star-9) | Nos. | 23 | | |
| Sub-Total Amount (Rs.) | | | | | |
| Taxes if any- | | | | | |
| Service Tax- | | | | | |
| Other tax if any- | | | | | |
| Total Rs.- | | | | | |

Note : The mentioned quantity may decrease / increase as per requirement of the Institute at both locations.

Signature of the tenderer
Seal of the firm

Annexure-IV

Technical Terms & Conditions

1. Preventive maintenance (4 Nos. - Quarterly) – The units to be serviced four times in the contract period. One of the services shall be rendered positively before the onset of summer season to ensure trouble free working of the units. The balance services shall be rendered during the summer season. All breakdown calls shall be attended during the contract period.
2. Attending to the unit on call basis within a day.
3. Half yearly checking of the all unit and report will be submitted by the agency.
4. Repairing/overhauling the components of the equipments at site will be serviced including replacement of worn out parts when found necessary.
5. Top up of the refrigerant required as a result of a leakage in the system arising out of fair wear and tear.
6. Cleaning of filter any times when found necessary.
7. Annual checking of compressor and replacement of the same if found necessary.
8. Checking condition and setting of controls circuits, operating controls, safety controls to ensure optimum performance as built inside the unit, reliability and replacement of the same if found necessary.
9. Checking of electrical controls and components (switches, timer, relays and starters) in the stabilizer and replacement of the same if as found necessary.
10. Repairing/ overhauling of the unit including replacement of worn out parts such as replacement of defective bearings and rewinding of motors if required, the bearing of motors, and fans, as and when found necessary.
11. Repairing / replacement of defective parts of indoor and outdoor unit as required.
12. The Machines/ Compressor/ any other installed compressor in the unit shall be replaced, whenever failed.
13. The entire unit system shall be checked for any leaks and same to be attended to during servicing and according reported.
14. Safety controls such as pressure cut outs shall be tested for proper functioning during servicing and in case of any mal-functioning they shall be either repaired or replaced accordingly.

15. All air filters on complete unit shall be inspected and cleaned during servicing or as & when required.
16. Cooling coil shall be inspected and cleaned if necessary during the servicing including thermoplastic over the piping.
17. The blower motor shall be checked during servicing and defects noticed will have to be attended to.
18. The driver set on the blower section shall be inspected & adjusted, if necessary during servicing.
19. Condenser and motors shall be checked for satisfactory functioning during servicing. Any repairs to then if necessary will be carried out by agency.
20. Repairing/leakages in copper piping to be carried out.
21. The Contractor shall keep all the equipments in perfect working condition.
22. The service Engineer/Technician deployed by the contractor shall not tamper with any other installation of the Institute.
23. The Contractor shall take all precautionary measures for the safety of the workers during performance of their duties at site and in case of any untoward incident, institute shall not be liable to pay any compensation to any workmen and employee of the contractor.
24. Complaints lodged shall have to be attended within 24 hrs. In case the complaints is not cleared within 24 hrs, the contractor shall have to submit the proper justification for the delay and the time frame to clear the same, otherwise penalty @Rs.1000/-par day shall be levied in respect of defective Air conditioner. The maximum penalty will be imposed upto 10% of the total AMC amount after that the contract will stand withdrawn.
25. For monitoring the efficiency, the agency shall have to depute a supervisor weekly and report to the AC Maintenance Committee/Engineer-in-charge. Work report must be submitted and log book shall be maintained for each machine.
26. The CMC shall be valid for a period of one year from the date of award of the work /date of handover/commencement given by agency in writing.
27. Agency will ensure that child labour will not be engaged in this contract & abide by the labour laws existing from time to time.
28. Agency should ensure that the minimum wages as notified by govt. from time to time be paid to the workers employed at site.
29. The Institute have right to terminate the contract at any time. If performance is found unsatisfactory in the opinion of the institute and the decision of the Institute's Director will be final.
30. The equipment /AC'S shall be handed over in perfect working condition after the expiry of the contract, by the agency.

31. In case the Institute is put to any financial Loss directly or indirectly by any act of commission or omission on the part of the contractor and its workers, the institute shall have the right to impose cash penalty on the contractor or deduct such amount from its security deposit.
32. Agency will ensure that no child labour will be engaged in this contract.
33. In case agency will fail to maintain/handover the equipment in perfect working condition, the Institute have right to repair the defective equipment on agency risk & cost & same cost will be recovered from bill/security deposit or forfeited the B.G./S.D. after giving sufficient time for rectification.
34. The maintenance contract does not cover damages to equipment / auxiliaries because of unnatural climate condition. Consequential damages and losses of any nature whatsoever are not covered under the Maintenance Service Scheme.
35. Deviations specifically declared by the bidders in the respective Deviation Schedules of Bid Proposal BOQ only will be taken in to account for the purpose of evaluation. The bidders are required to declare the prices for the withdrawal of the deviations declared by them in the 'Deviation schedules. Such prices declared by the bidders for the withdrawal of the deviations in the Deviation if any shall be added to the bid price to compensate for these deviations, In case prices for the withdrawal of deviations are not furnished by the bidder. The Owner shall convert such deviations in to a Rupee value and add to the bid price to compensate for these deviations. In determining the, Rupee value of the deviations, the owner will use parameters consistent with those specified in the specifications and documents and/or other information's necessary and available to the Owner. In case the bidder refuses to withdraw the deviations at the cost of withdrawal indicated by the bidder in the Deviation Schedules, the bid security of the bidder may be forfeited.

Bidders may note that deviations variations and additional conditions etc found elsewhere in the bid other than those stated in the Deviation Schedules, save those pertaining to any rebates, shall not be given effect to in evaluation and it will be assumed that the bidder complies to all the conditions of Bidding Documents. In case bidder refuses to withdraw, without any cost to the Owner, those deviations which the bidder did not state in the Deviation Schedules, the bid security of the bidder may be forfeited.

Annexure-V

GENERAL TERMS AND CONDITIONS OF THE TENDER

1. **Bid:** The tenders are to be submitted in two part viz. "Technical Bid" and "Commercial Bid" in two separate sealed envelopes separately. The commercial bid will be opened only after acceptance of "Technically Bid".
2. Based on the evaluation of the technical bid submitted by the tenderer, the Committee would shortlist, the tenderers. The short listed tenderers may be asked to make a presentation after opening of the technical bid before the committee if, required.
3. **Price Basis:** Rate should be quoted F.O.R. destination at IIIT-A, Deoghat, Jhalwa, Allahabad & RGIIT-Amethi.
4. **Security Deposit :** The Person/Firm whose tender be accepted will have to submit 10% of the total order value as performance guarantee/ security deposit in the form of Bank Guarantee valid for 15 months from the date of issue of work order.
5. The security deposit will be forfeited if the contractor fails to commence the work as per letter of award.
6. **Payment:** Payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by the agency and based on past performance. TDS, Service Tax, WCT and any other tax as applicable as per prevailing rates will be deducted before making the payment. Quarter shall mean three months.
7. **Exemption:** The Institute is exempted from custom and excise duty in terms of notification No. 51/96-custom dated 23/07/96 and No. 10/97 -Central Excise dated 01/03/1997 and is an University established under M.H.R.D. Govt. of India. Certificate to this if, required shall be provided by the Institute.
8. The rates should be quoted in Indian rupees. Only unit prices are to be quoted both in digits and in words. In case of a discrepancy in the two, quoted rates in words will be taken as valid and final.
9. **Taxes:** The unit rates should be quoted exclusive of all taxes, however it is mandatory to quote separately all applicable taxes, duties, levies, freight, insurance etc. Rates for additional/optional features should be quoted separately.
10. Each tenderer should clearly specify that the tenderer agrees to abide by the conditions of this tender document on their printed letter head indicating here on Sales Tax Registration, FAX, Email, Telephone numbers,
11. Quoted rate should be valid at least for 45 days from the date of opening of the tender.
12. Only one authorized person is permissible to attend the tender opening & other

- electronic instruments are not allowed to be kept with them during the opening of bid.
13. In view of the wide publicity the details are also available on Institute website: www.iiita.ac.in, may be seen.
 14. The lowest rate will not be the basis of claim to get the order.
 15. The firm/company's black listed at any stage need not to apply.
 16. All pages of the tender documents are to be signed and stamped by the tendering firm.
 17. Director, Indian Institute of Information Technology, Allahabad reserves the right to reject or accept any tender.
 18. Director, Indian Institute of Information Technology, Allahabad will be the sole arbitrator of all the dispute and his decision will be binding on both the parties.
 19. Director, Indian Institute of Information Technology, Allahabad reserves the right to alter/modify any or all conditions of this tender notice.
 20. Tenderers are requested to quote email ID and Bank details etc of the authorized representative who, when called for, may represent them. Such persons must bring with them proof of their identity as well as authorization to represent the tenderer to act and converse authorizedly by on their behalf.
 21. No enquiry or correspondence in respect of the tender shall be entertained by or on behalf of the tenderer. Secret and knave enquiry about proceedings and result of the tender and/or attempt to influence the decision of the tender shall qualify the tenderer to be blacklisted.
 22. Quotation should be addressed to Deputy Registrar (S&P) Indian Institute of Information Technology, Allahabad.
 23. All disputes are subject to Jurisdiction of Courts at Allahabad.

For any query pertaining to this bid correspondence may be addressed to:

Dr. Seema Shah
Deputy Registrar (S&P)
IIIT-Allahabad, Jhalwa, Campus
Phone: +91 0532-2922217
E-mail: info.purchase@iiita.ac.in

Deputy Registrar (S&P)

Amx

I/We have read all the pages of this tender documents and agreed with all these mentioned Terms & Conditions of this tender document. Certified that all the information filled in the given proforma, is true as per best of my/we knowledge.

.....

Seal and Signature of the Proprietor/Authorized Representative

Proforma of Letter of Undertaking

(To be executed on non-judicial stamp paper of value Rs.100/- & to be submitted by the tenderer along with the tender)

To,

**The Director,
Indian Institute of Information Technology, Allahabad,
Devghat Jhalwa,
Allahabad**

Dear Sir,

1.0 I/* We have read & examined the following bid documents relating to

- 1.1 Notice Inviting Tender..... dt.....
- 1.2 Conditions of contractat IITA
containing sections 'Notice Inviting Tender' & All Conditions of Contract.
- 1.3 Special Conditions of Contract.
- 1.4 Drawing Nos. as mentioned in the BOQ and attached drawings.
- 1.5 Technical Specifications

*I/ *We hereby submit our tender and undertake to keep our tender valid for a period of 45 days for the date of opening of tenders i.e. upto /.....

*I/ *We hereby further undertake that during the said period *I/* We shall not vary / alter to revoke my / our tender during the validity period of tender.

This undertaking is in consideration of IITA agreeing to open the tender, consider and evaluate the same for the purpose of award, in terms of provisions of tender documents. Should this tender be accepted, *I/ * We also agree to abide by the fulfill and comply with all the terms and conditions and provisions of the above mentioned tender documents.

Signature along with seal of the Company

Duly authorized to sign the tenderer on behalf of the contractor

Name:

Designation:

Witness:

Name of Co. (Block Letters)

Signature:

Date:

Date:

Postal Address:

Name & Address:

Telegraphic /Telex No:

(*) Strike out whichever is not applicable

PERMANENT ACCOUNT NUMBER OF BIDDER

The bidder is advised to take his Permanent Account Number (PAN) from the Income Tax Department, if not taken so far, may please furnish the same. In case the application has been furnished and PAN not allotted so far, the declaration to this effect may also be furnished in the Bid in the following format:-

Our PAN is:

Or

We have applied for PAN to income Tax Deptt. on and the PAN is awaited

Or

We shall apply for PAN by

OBSERVANCE OF LABOUR LAWS AND CONTRACTORS LIABILITY

1. The contractor shall comply the provisions of all labour laws applicable and in particular comply with provision of the contract (Regulation and Abolition Act, Minimum Wages Act, Workman's Compensation Act. Etc.)
2. Under the Provisions of any law or by an order of the Competent Authority/Court, in respect of this contract or labourer so supplied, the Management of IIIT-A shall have right to deduct such amount from the bills/security deposit or otherwise recover from the contractor. The contractor shall be responsible to reimburse such amount to IIIT-A on demand and without any demur, reservation, contest or protest.
3. The contractor shall at all time indemnify the IIIT-A against all claims, damages or compensation under provisions of payment of wages act? 1946, Minimum Wages Act, 1948, Employers Liability Act, 1938. The workman's compensation Act, 1923, industrial Dispute Act, 1946 and the Maternity Benefit Act, 1961 or any modifications there in or any other law relating thereto and rules made there under from time to time or as a consequence of any accident or injury to any workman or other persons in or about the works, whether in your employment or not save any except where such accident or injury has been resulted from any act of Corporation, his agents or servants & also against ail costs, charges & against all sum or sums which may with your consent be paid to compromise or compounds any such claim. Without limiting the obligations and liabilities as above provided you shall insure against all claims, damages or compensations payable under the workman's compensation Act, 1923 or any modification thereof or any other law relation thereto.
4. The contractor shall prove to AC Maintenance committee/engineer-in-charge from time to time that contractor has taken out all the insurance policies referred to above and have paid the necessary premiums for keeping the policies alive.
5. The aforesaid insurance policy/policies shall also show IIIT-A as assured beneficiary along with the contractor.
6. The aforesaid policy/policies shall provide that they shall not be cancelled till the in charge of the contractor has agreed to their cancellation.

DECLARATION

(Regarding ownership and/or employment of IIIT-A Employees)
(To be filled in by the tenderer, signed and submitted along with tender papers.)

I/We hereby declare that I/we or Partners or Directors of our concern do not have any such person under my/or employment who has retired/resigned/ removed / dismissed from IIIT-A during the last one years.

| SI. | Name of Person | Date of leaving | Reasons for leaving IIIT-A |
|-----|----------------|-----------------|----------------------------|
| | | | |

I/We hereby declare that I/We or partners or Directors of our concern have the following under my/our employment who has/have retired/resigned/removed/dismissed from IIIT-A during the last one years.

I/We hereby declare that I/We or partners of directors are not related to any employees of IIIT-A OR

I/We hereby declare that the following persons employed in IIIT-A and any other IIIT-A Project/Station are related to me/us for partners or directors of our concern as per details indicated.

| SI. | Name of Person | Designation and Name of project or Office of IIIT-A | Relationship |
|-----|----------------|---|--------------|
| | | | |

NOTE: The near relative shall include wife, husband, parents and Grand Parents, children and Grand Children, Brother And Sister, Uncles, Aunts and Cousins and their corresponding in-laws.

(SIGNATURE OF TENDERER)

NAME

WITNESS SIGNATURE:

NAME :
PLACE :
DATE :

Note:

1. Please tick whatever is applicable and delete/cut whatever is not applicable
2. Please attach extra sheet if necessary

AGREEMENT

An agreement made this on _____ day of _____ between _____, Indian Institute of Information Technology, Allahabad _____ (herein referred to as Employer) of _____ the _____ part and _____ M/s _____ (herein referred as the Contractor of the other part).

Whereas in response to call for tender for the _____ as per tender paper at _____ hereto contractor has submitted a Tender as per Annexure 'A' hereto and whereas the said Tender of the contractor has been accepted the total estimated contract value of Rs. _____ as per copy of letter of acceptance of Tender No. _____ Dated _____ completed with enclosures at the accepted rates and agreed deviations from Tender Papers as per annexure hereto. Now this agreement witness that consideration of premises and the payment to be made by the Employer to the contractor provided for herein below the contractor shall supply all equipments and materials and executed and perform all works for which the said Tender of the contractor has been accepted strictly according to the various provisions in Tender papers hereto and upon such supply execution and perform to the satisfaction of the Employer, the employer shall pay to the contractor at the several rates accepted as per the said annexure and in terms of provisions herein.

In witness whereof the parties have here unto set and subscribed their respective hands and /or seals the day and years respectively mentioned against their respective signatures.

Signed and delivered at _____ by
Sri _____
For and on behalf of
M/s _____
the contractor within named in the presence.

(Authorized Signatory)

Witness:

1. Signature
Name in Block Capitals _____
Address _____

2. Signature
Name in Block Capitals _____
Address _____

Signed and delivered at _____ by
Sri _____, Indian Institute of
Information Technology, Allahabad in the presence of:

Authorised Signatory

Witness:

1. Signature

Name in Block Letter _____

Address _____

2. Signature

Name in Block Letter _____

Address _____