

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431-2503830

E-Procurement Notice

Ref: NITT/EMD/CVL/Tender/2024-25/024 Dated: 09.01.2025

Online tenders are hereby invited in **Two Bid system** from Indian Nationals for **Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15.** Bidders can download complete set of bidding documents from e- procurement Platform https://eprocure.gov.in/eprocure/app from **09.01.2025** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through https://eprocure.gov.in/eprocure/app.

Last Date/ Time for receipt of bids through e-procurement is: 30.01.2025 (16.00Hrs) (Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website: https://eprocure.gov.in/eprocure/app and www.nitt.edu

CRITICAL DATE SHEET

| Published Date | 09.01.2025 (17.30 Hrs) |
|-------------------------------------|--|
| Bid Document Download Start Date | 09.01.2025 (17.30 Hrs) |
| Clarification Start Date | 09.01.2025 (17.30 Hrs) |
| Clarification End Date | 21.01.2025(12.00 Hrs) |
| Pre-Bid Meeting Date | 20.01.2025 (11.00 Hrs) |
| Bid Submission Start Date | 09.01.2025 (17.30 Hrs) |
| Bid Submission End Date | 30.01.2025 (16.00 Hrs) |
| Bid Opening Date (Technical) | 31.01.2025 (16.00 Hrs) |
| Bid Opening Date (Price) | Will be announced after technical evaluation |

Note: - Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Estate Maintenance Department

Web: www.nitt.edu Phone: 0431-2503830



Tender Document (e - Procurement)

| Name of Work/ Service | : | Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15 |
|--|---|--|
| Tender Notification No | : | NITT/EMD/CVL/Tender/2024-25/024 |
| Date | : | 09.01.2025 |
| Name of the Department | : | Estate Maintenance Department |
| EMD Amount (3%) | : | Rs. 97,120/- |
| Last Date & Time of submission of Tender | : | 30.01.2025 (16.00Hrs) |
| Address for submission of Tender | : | THE DIRECTOR, NIT TIRUCHIRAPPALLI-15 KIND ATTENTION TO: The Executive Engineer, EMD Department |
| Date & Time of opening of technical bid | : | 31.01.2025 (16.00Hrs) |

Bidding Procedures

Section I: Instructions for Online Bid Submission

Instructions to the Bidders to submit the bids online through the Central Public Procurement Portal for e Procurement at https://eprocure.gov.in/eprocure/app.

- 1. Possession of valid Digital Signature Certificate (DSC) and enrollment / registration of the contractors / bidders on the e-Procurement/e-tender portal are prerequisite for e-tendering.
- 2. Bidder should register for the enrollment in the e-Procurement site using the "Online Bidder Enrollment" option available on the home page. Portal enrollment is generally free of charge. During enrollment / registration, the bidders should provide only valid and true information including valid E-mail id. All the correspondence shall be made directly with the contractors/bidders through E-mail id as registered.
- 3. Bidder need to login to the site through their user ID / password chosen during enrollment / registration.
- 4. Then the Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by SIFY / TCS / nCode / eMudra or any other Certifying Authority recognized by Controller of Certifying Authorities (CCA) India on eToken / Smartcard, should be registered.
- 5. The registered DSC only should be used by the bidder in the transactions and should ensure safety of the same.
- 6. Contractor / Bidder may go through the tenders published on the site and download the tender documents/schedules for the tenders.
- 7. After downloading / getting the tender document/schedules, the Bidder should go through them carefully and then submit the documents as required, otherwise bid will be rejected.
- 8. Any clarifications may be sought online through the tender site, through the contact details or during pre-bid meeting if any. Bidder should take into account the corrigendum if any published before submitting the bids online.
- 9. Bidder may log in to the site through the secured login by the user id / password chosen during enrolment / registration and then by submitting the password of the e-Token / Smartcard to access DSC.
- 10. Bidder may select the tender in which he / she is interested in by using the search option and then move it to the 'my tenders' folder.
- 11. From my tender folder, he / she may select the tender to view all the details uploaded there.
- 12. It shall be deemed that the bidder has read and understood all the terms and conditions before submitting the offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the incomplete bid shall stand rejected.
- 13. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and ordinarily it shall be in PDF /xls / rar / jpg / dwf formats. If there is more than one document, all may be clubbed together and provided in the requested format. Bidders Bid documents may be scanned with 100 dpi with black and white option. It is advisable that each document to be uploaded through online for the tenders should be less than 2 MB. If any document is more than 2MB, it can be reduced through zip / rar and the same if permitted may be uploaded. The file size being less than 1 MB the transaction uploading time will be very fast.
- 14. The Bidders can update well in advance, the documents such as certificates, annual report details etc., under "My Space option" and these can be selected as per tender requirements and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.
- 15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
- 16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instructions.
- 17. The details of the DD / any other accepted instrument, physically delivered, should tally with the

details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.

- 18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
- 19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
- 20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

PRICE BID

- 21. If the price bid format is provided in a spread sheet file like BoQ_xxxxx.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Pricedbid / BOQ template shall not be modified / replaced by the bidder; else the bid submitted is liable to be rejected for the tender.
- 22. The bidders are advised to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission due date and time (as per Server System Clock). The TIA shall not be held responsible for any delay or the difficulties faced during the submission of bids online by the bidders.
- 23. The time settings fixed in the server side and displayed at the top of the tender site, shall remain valid for all actions of requesting, bid submission, bid opening etc., in the e-Tender system. The bidders should follow such time during bid submission.

EVIDENCE FOR ONLINE BID SUBMISSION

- 24. After the bid submission (i.e. after Clicking "Freeze Bid Submission" in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
- 25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
- 26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers' public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128-bit encryption technology. Data storage encryption of sensitive fields is done.
- 28. The bidder should logout of the tendering system using the normal logout option available at the top right-hand corner and not by selecting the (X) exit option in the browser.
- 29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallelly for any further queries, the bidders are advised to contact over phone: **1-800-233-7315**, **0120-4001005** or send an E-mail to cppp-nic@nic.in.

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Web: www.nitt.edu Phone: 0431 –250 3830



TENDER DOCUMENT (TECHNICAL BID)

Name of work : Annual Maintenance Contract for Water

Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli -15

Value of work : Rs. 32,37,200/- (Plus GST Extra

Applicable)

Tender Enquiry No. : NITT/EMD/CVL/Tender/2024-25/024

Dt. 09.01.2025

Period of Contract : One year

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI -620 015.

 $Estate\,Maintenance\,Department$

NOTICE INVITING TENDER

| 01. | Name of work | Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15 |
|-----|--|--|
| 02. | Estimated Cost | Rs. 32,37,200/- (Plus GST Extra Applicable) |
| 03. | i) Earnest Money Deposit (3%) | Rs. 97,120/- |
| | ii) Security Deposit | 5% of the Contract value |
| 04. | Period | One Year (Initially for a period of Three months and based on the performance the work may be extended to further Nine months. On completion of One year, the contract shall be extendable for another one year based on the performance on same rates and terms & conditions of the Contract. The additional extension may be given (i.e., after Two years) for one more year or part year at the sole discretion of NITT.) |
| 05. | Cost of Tender Document | NIL |
| 06. | Last Date and Time for submission of E- Tender | 30.01.2025 (16.00Hrs) (Server time). Late bids shall not be accepted. |
| 07. | a) Date and Time of Opening of E-Technical Bid) | 31.01.2025 (16.00Hrs) (Venue: Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015) |
| | b) Opening of Price bid | After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated to technically qualified bidders. |
| 08. | Address for submission of Tender | The Director, National Institute of Technology, Tiruchirappalli - 620 015 KIND ATTENTION TO: The Executive Engineer, EMD Department |
| 09. | Procedure for submission of Bid | E-Tender through Central Public Procurement Portal (CPPP) |

| 09. | Procedure for submission of Bid | E-Tender through Central Public Procurement (CPPP) |
|---------|---------------------------------|--|
| Name of | f the Agency | |
| Submitt | ing the tender | |
| | | |

Details to be furnished by the Contractor. (Must be fill and attached) (To be provided by the bidder in their business letter head)

Ref: NITT/EMD/CVL/Tender/2024-25/024 Dt. 09.01.2025

| SL.No | Description / Requirement from the tenderer | Tenderer's response should be clear, firm, complete & legible. If necessary, separate sheet shall be used. |
|-------|--|--|
| 1 | Name & Complete address of the tenderer with contact details: Mobile No/ Email ID | |
| 2(a) | Details of EMD Demand draft No./Bank Guarantee. Amount Rs. Bank details: Bids without EMD shall be rejected summarily. | |
| 2(b) | MSME/NSIC/ Any Firm Registration No: Company Name & Address: Validity: Product for which registered: EMD exemptions are not applicable. | |
| 3 | Status of the tenderer: Proprietorship / Partnership / Private Limited. / Public Limited | |
| 4 | Details of Contract Registration with Govt. depts. Class and value (If available) | |
| 5 (a) | Details of PAN | |
| 5 (b) | Employees provident fund Registration: | |
| 5 (c) | Employees State Insurance Registration: | |
| 5 (d) | GST Registration: | |
| 6(a) | Copy of Income Tax Return for the last 5 years ending 31.03.2024 | |
| | The average annual turnover of the bidder in any of the three financial years among the last five financial years shall be Rs. 10 lakhs | |
| 6(c) | Solvency certificate of not less than Rs. 13 lakhs from any Nationalized/scheduled Commercial Bank which is valid and should have been issued only on or after 01.07.2024. | |
| | Details of similar works executed with Govt. depts. /reputed private Ltd, companies or educational institution/universities during Last 5 years ending 31.12.2024. | |
| 8 | If you have any black listed/ Termination / an incomplete of previous contract, if any at NITT and other organization. (any available give details separately) | Yes/ No |

Note: Relevant certificates for items 2-8 are to be upload in Pre.Qual/Technical Cover.

I/We hereby certify that the information furnished above and the attached documents as proof of the information are true and correct to the best of our knowledge.

I/We also authorize the Director / NITT or his representative to approach the source of the certificate to verify our competence, if required, for processing the tender.

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NATIONAL INSTITUTE OF TECHNOLOGY

TIRUCHIRAPALLI -620 015. Estate Maintenance Department NOTICE INVITING TENDER

Tender Notification No.: NITT/EMD/CVL/Tender/2024-25/024 Dt. 09.01.2025

National Institute of Technology, Tiruchirappalli invites E - tender, in Three cover system (1.EMD Fee, 2. Technical Bid and 3. Financial bid) following work:

| Name of work | EMD | Period |
|--|---|--|
| Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15 | (Rs. 97,120/- submission of Demand Drafts (original)/Bank Guarantee for EMD to the Tender Inviting Authority) | One Year (Initially for a period of Three months and based on the performance the work may be extended to further Nine months. On completion of One year, the contract shall be extendable for another one year based on the performance on same rates and terms & conditions of the Contract. The additional extension may be given (i.e., after Two years) for one more year or part year at the sole discretion of NITT.) |

ELIGIBILITY CRITERIA: -

- i) Contractors who fulfill the following criteria are eligible to submit the tender. Experience of having successfully completed **Annual Maintenance Contract for Water purifier system and RO Plants** during the **last 5 (Five) years up to 31.12.2024** that should be either of the following:
- a. One similar work (each unit of capacity ranging **50 LPH- 125 LPH and above**) (Central/State Government / Central/State Autonomous Bodies / Public Sector Undertaking/ Private limited company/ Reputed Education Institute) costing not less than **80%** of the tender value.
- b. Two similar work (each unit of capacity ranging **50 LPH- 125 LPH and above**) (Central/State Government / Central/State Autonomous Bodies / Public Sector Undertaking/ Private limited company/ Reputed Education Institute) each costing not less than **60%** of the tender value.
- c. Three similar work (each unit of capacity ranging **50 LPH- 125 LPH and above**) (Central/State Government / Central/State Autonomous Bodies / Public Sector Undertaking/ Private limited company/ Reputed Education Institute) each costing not less than **40%** of the tender value.

Necessary documentary proof like completion certificates in case of works carried out for Government Departments and TDS in case of works carried out for private parties should be enclosed in addition to the completion certificates. The work order without completion certificate will not be considered for evaluation of the tender.

In order to prove the relevant experience in executing similar projects, bidder must provide both a Work Order and a Work Completion Certificate or Performance Certificate for each relevant project cited.

"Cost of work" for this clause shall mean final cost as mentioned in the final bill (executed quantities and actually paid) carried out under single contract including cost of materials, if any, supplied by clients. However, the cost of materials issued free of cost shall not be considered for calculating the cost of work.

- ii) The Tenderer should submit the workorder & successful completion certificate/performance certificate of works mentioned by the contractor.
- iii) The firm should have earned net profit in any three financial years among the last five financial years.
- v) The average annual turnover of the bidder in any of the three financial years among the last five financial years shall be **Rs. 10 lakhs**
- vi) Should have solvency of not less than **Rs. 13 lakhs** from any Nationalized/scheduled Commercial Bank which is valid and should have been issued only on or after **01.07.2024**.
- vii) Separate Registration Code No. for ESI, EPF, and PAN on the contractor's name/firm
- viii) Contractor has to submit a live Agency/Company Registration certificate.



INSTRUCTION TO TENDERERS

- 1) The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
- 2) Time is the essence of the contract. Being time-bound maintenance, the contractor should make all efforts to complete the individual works in the allotted time
- 3) While quoting the percentage rate, the contractor has to account for statutory payments towards ESI & EPF to arrive at a workability percentage of rates, apart from his establishment.
- 4) The contractor has to furnish the security deposit, as per the Clause indicated elsewhere in this document if the work is awarded. Further, the contractor has to furnish at least 50 % of the security deposit before signing of agreement and commencement of work.
- Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot, whose strength depends on the value of contract awarded. The contract should arrange for surveying construction site at his own cost.
- 6) The decision of Executive Engineer shall be final and binding on the contractor regarding clarification of items in this tender schedule.
- 7) To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.

- 8) The tenderer has to deploy adequate labour of required categories such as Unskilled, Semiskilled, Skilled, Helper, Operators, Pump Mechanic, Electrician and Supervisor technically experienced, etc. so as to execute the works simultaneously in all areas of work.
- 9) The contractor shall follow norms of NITT security system for movement of men & materials within the complex
- 10) All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
- 11) The contractor should extend fullest co-operation with the third-party agencies engaged, if any by NITT, to adhere the Quality Control Procedures ensuring quality.
- 12) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- Tenderers are requested to furnish the duly filled in E-format attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from NIT Trichy.
- 14) No advance / mobilization advance will be given by NITT.
- NITT reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.
- The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid / abide by BOCW Act / Coverage in Group Insurance Scheme / All Risk Policy.
- 17) The contractor's responsibility under this contract shall commence from the date of Receipt of the LOI by the tenderer. The scheduled period of completion for this work is as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
- 18) Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted.
- 19) Incomplete offers will become liable for rejection.
- 20) Tenders along with completed Qualification Documents received in time will be opened at Stores and Purchase Section, NIT Trichy. In the event of this day being declared a holiday, the tenders will be opened at the scheduled time and place on next working day.
- Other details and the method of evaluating the capacity of the prospective contractors are detailed elsewhere in this document.
- 22) The Director, NIT, Tiruchirappalli reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 23) The Director, NIT, Tiruchirappalli-15 also reserves the right to disqualify such bidders in the future tenders whose performable was not satisfactory against the earlier contracts entered into NIT, Tiruchirappalli-15.

- After award of the contract, if performance of the selected contractor is found to be not satisfactory during the trial period of three months, NITT reserves the right to terminate the contract at any time by giving short notice and forfeiting the security deposit to compensate the extra cost to be incurred by NITT in carrying out the service through alternate agency. If the performance is satisfactory, the contract will be extended for nine more months with the approval of Executive Engineer/Estate Maintenance Department.
- In the event of the disputes, differences, claims and questions arising between the parties here to arising out of this agreement or anyway relating here to or any term, condition or provisions herein mentioned or the validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to Sole Arbitrator appointed by the NITT. Such arbitration shall be held in accordance with the provisions of arbitration and conciliation act 1996 or re-enactment thereof for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of **court at Tiruchirappalli.**

EARNEST MONEY DEPOSIT:

Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Shall also be furnished in the form of Demand Draft /Bank Guarantee in favour of The Director, NIT Tiruchirappalli. EMD in any other form will not be accepted. Bids submitted without EMD will be summarily rejected. NSIC/MSME registered agencies are not exempted from EMD.

Demand Draft/Bank guarantee for Rs. 97,120/- towards Earnest Money Deposit which is refundable to the unsuccessful bidders. EMD of the successful contractor shall be refunded after submission of Security Deposit and unsuccessful contractor shall be refunded immediately after finalization of the contractor. EMD shall not carry any interest.

Non-submission of Demand Draft/Bank Guarantee in original to the Tender Inviting Authority, Technical Bid will be rejected.

Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the Demand deposit/Bank guarantee should be uploaded as part of the offer.

EMD by the Tenderer will be forfeited if,

- a) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract the tender will be cancelled, blacklisted and forfeited the EMD & security deposit, penalties will be imposed as per the tender rules.
- b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- c) EMD shall not carry any interest.

Security Deposit

- I. Security Deposit should be collected from the successful tenderer, before start of the work, the rate of **Security Deposit is 5% of the contract Value.**
 - II. Account payee Demand Draft/Fixed Deposit Receipt, Banker's cheque or Bank guarantee from any of the commercial Banks in favour of The Director, NIT, and Tiruchirappalli is accepted towards Security Deposit.
 - III. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.
 - IV. The security deposit shall not carry any interest.
 - V. Unless the contractor whose tender is accepted signs, the Contract Agreements and makes the necessary security deposit specified in Para above within Fifteen days of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.
 - VI. NITT shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.
 - VII. All compensation or other sums of money payable by the Contractor to NITT under the terms of this contract or under any other contract with NITT may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by NITT and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.
- 28) **REFUND OF SECURITY DEPOSIT**: The Security Deposit mentioned above may be refunded to the Contractor after a period of Three (3) months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NIL CLAIM CERTIFICATE" from the Estate Maintenance Department.

Earnest Money Deposit (EMD)is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to them and shall be furnished in the form of Demand Draft in favour of The Director, NIT Tiruchirappalli payable at SBI branch at NITT. EMD in any other form will not be accepted.

EMD of the unsuccessful contractor shall be refunded on finalization of the contractor and the EMD amount shall not carry any interest.

Tender for the work shall remain open for acceptance for a period of **120 days** from the date of opening of the Tender.

If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then NITT, shall without prejudice to any other right or remedy, beat liberty to forfeit 100% of the said earnest money with blacklisting the firm. The Security deposit will be released within six months on satisfactory completion of the contract including extended period.

- 29) PRE-BID MEETING: The Tenderers or his authorized official representatives are invited to attend a Pre-Bid Meeting which will take place at the EMD Office on 20.01.2025 at 11.00 AM. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The tenderers are required to submit questions if any in writing so as to reach the EXECUTIVE ENGINEER, NITT before the pre-bid meeting. Non-attendance at the Pre-Bid Meeting will not be a cause for disqualification of a Tenderer. However, the Clarifications given in the Pre-bid meeting are the part of tender documents and are bound to be agreed & signed by lowest bidder during the issue of work order.
- 30) DISPUTE RESOLUTION MECHANISM In case of any dispute arising out during the execution of the contract the following procedure will be followed for resolving the issue. The decision of the competent authority, NIT Trichy in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum. The Institute rules shall be binding for the execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsidence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Director, NITT. The Director or an Arbitrator appointed by The Director would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996.

 According to Arbitration and Conciliation Act, the award can be challenged and the jurisdiction is District Courts. the jurisdiction shall be the District Court of Tiruchirappalli. The writ can also be filed before the High court.
- **31)** National Institute of Technology will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- a) If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, NITT reserves the right to reject such tender at any stage.
- b) The expenses for completing and stamping the agreement shall be paid by the contractor.
- c) Tenderers shall not increase their quoted rate in case NITT, negotiates for a reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
- d) Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
- e) TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached thereto, before submitting their tender.
- f) Conditional and Un witnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- g) Tenders not submitted on the prescribed form are liable to be rejected.
- h) This tender notice shall be deemed to form an integral part of the contract to be entered into

for this work.

i) The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer' in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be considered.

32) ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other question, claim, right, matter or thing whatsoever in any way arising out of or relating to the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director of NITT and if Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Executive Engineer/ Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of NITT and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award. The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The arbitrator shall give a separate award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

33) FORCE MAJEURE CLAUSE:

If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter

referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof.

Neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by NITT subject to prompt notification by the tenderer to NITT of the particulars of the events and supply to the NITT if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and NITT through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the patties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to NITT. If no such details are mentioned in the offer, then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of NITT about any such hold under enforcement on the subject bidder, NITT will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

The format of bid security declaration form has to be submitted in the letter head of the firm/ company/ enterprises along with appropriate sign & seal (enclosed in Annexure-I).

34) COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the NITT on account of such breach,

pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the NITT on the contract value of the work for every week that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose, the term 'Contract Value' shall be the value at contract rates of the work as ordered and the compensation for delay is by way of recovery at **one percent** of contract value per week of delay provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NITT.

SECTION-I

GENERAL INFORMATION AND BRIEF SCOPE OF WORK

- 1. The Proprietorship / Partnership / Private Limited. / Public Limited contractor should submit the declaration form that they have not been black listed by any Govt. depts./reputed private Ltd, companies or educational institution/universities during last 3 years.
- 2. The company should deploy one technician in the NITT campus for eight hours in a day throughout the period of the contract except Sundays and Government Holidays to rectify any malfunctioning of the equipment's day to day.
- 3. The service Technician has to inspect all the **61 No's of water dispensers and 4 No's of RO Plants** weekly once and assure the performance of the dispensers. If anything major repairs occurs, it should be attended within a time period of 72 hours.
- 4. The replacement of consumables if any has to be from the corresponding OEM. (Kelby, Aqua guard, cross field, aquaclan (ISI make), etc.,). Purchase proof to be submitted from OEM.
- 4. The service technician must maintain proper record for replacement of spare parts and regular service of each unit and updated records on day today basis should be duly counter verified by the Junior Engineer /Authorized person of the Estate Maintenance Department.
- 5. The successful tenderer / Contractor shall observe all safety regulations and take necessary safety precaution as called for and Safety Precautions enclosed herewith.
- 6. If the tenderer deliberately gives wrong information in his tender or creates conditions favorable for the acceptance of his tender, NITT reserves the right to reject such tender at any stage.
- 7. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection
- 8. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.

The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be taken into account.

INFORMATION AND INSTRUCTION TO APPLICANTS

1. General

1.1 The "TECHNICAL BID" (application to qualify) shall contain data and information to enable the institute to draw up a list of qualified agencies who can take part in the tender process and who's "Financial Bids" (Tenders) can be processed further.

The following documents should be enclosed:

- i. Letter of Transmittal (format enclosed)
- ii. Financial information in **Form A** (format enclosed).
- iii. Performance report in **Form B** of works (format enclosed).
- iv. Details regarding the structure of the organization in **Form- C** (format enclosed).
- v. Details of personnel establishment in **Form D** (format enclosed).
- vi. The format of bid security declaration form has to be submitted in the letter head of the firm/ company/ enterprises along with appropriate sign & seal (enclosed in Annexure-I).

All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is 'nil' it should also be mentioned as 'Nil' or 'no such case'. If any particular/query is not applicable in case of the applicant, it should be stated as 'Not applicable'. However, the applicants are cautioned that furnishing of incomplete / ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application. Application made by fax and those received late after the prescribed date and time will not be entertained.

The applicant should sign in each page of the application.

Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing, dating and rewriting.

References, information and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.

The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However, the applicants are also advised not to attach superfluous/additional information beyond the requirement of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by the EE / EMD documents submitted in connection with the tender will be treated as confidential and will not be returned.

2. Definitions

In these documents the following words and expressions have their meaning here by assigned to them.

- a) Employer means The Director, NIT Tiruchirappalli.
- b) Applicant means individual, proprietary firm, and firm in partnership, limited company (private, public and corporation).

3. Method of Application

If an individual makes the application, it shall be signed by him above his full type written name and

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current address.

If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full type written name & the full name of his firm with its current address.

If the application is made by a firm in partnership, it shall be signed by (with seal) all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.

If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum and Articles of Association duly attested by a Notary Public.

4. Final Decision Making Authority

The Director, NIT Tiruchirappalli reserves the right to accept or reject all or any of the applications and to annul the qualification process / tender process at any time without assigning any reason or incurring any liability to the applicants.

5. Particulars – Provisional

The Particulars of work given in Section - I are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

6. Site Visit

The applicant is advised to visit all water dispensers and RO Plants located at the Institute zone and collect all information that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the Engineer in charge of Estate maintenance department.

7. Performance Certificate

The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained and delivered in sealed covers.

8. Financial Information

The applicant should furnish the annual financial statement for the last 5 years in Form –A.

The applicant should have sufficient number of employees for the proper execution of contract. The applicant should submit a list of his employees with their age (Not more than 58 years), Qualification, Experience and Required licenses stating clearly how they would be involved in this work

The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained and delivered in sealed covers.

Inspection committees may carry out surprise visit to tenderers clients' places and their reports form

valuable inputs for the short-listing process.

Even though an applicant may satisfy the above requirements, the bidder would be liable to disqualification and black-listed if the bidder has:

- a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
- b) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures / weaknesses etc.,

EXPERIENCE IN SIMILAR WORKS

The applicant should furnish the following:-

- a) List of all works of similar nature successfully completed **during last 5 years** and are in Progress in Form B
- b) Particulars of completed works and performance of applicant duly authenticated/ certified by an officer not below the rank of Executive Engineer or equivalent should be furnished for each work completed or in progress.

Organizational Information

Applicant is required to submit the following information in respect of his organization in form C:

- i. Name and postal address including telephone, fax number, E-mail ID, etc.
- ii. Copies of original documents defining the legal status, place of registration and principal places of business.
- iii. Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- iv. Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
- v. Authorization for employer to seek detailed reference from clients to whom works were carried out.

Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work - Form D

Tender Submission and Decision

After the details submitted by the applicant regarding his financial capacity, previous experience etc. are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned will be intimated. The financial bids (Tender) of the applicants, who have been qualified after evaluation, shall be opened on the date and time to be intimated later, in the presence of the tenderers or their authorized representatives who may be present, by the committee constituted for this purpose.

PRE-BID MEETING

The Tenderers or his authorized official representatives are invited to attend a Pre- bid Meeting which will take place at the Estate Maintenance Department on **20.01.2025 at 11.00 AM.** The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The Tenderers are required to submit questions if any in writing so as to reach the EE/EMD, before the pre bid meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Tenderer. However, Clarifications given in the Pre- bid meeting are the part of tender documents and bound to be agreed & signed by lowest bidder during the issue of work order.

AUTHORITY TO SIGN THE TENDER DOCUMENT

The tender must be signed by the person / persons competent to sign as indicated below. Same stipulations will also apply in the case of Receipt of payments for the work done.

- 1. If the Applicant is an individual, he should sign above his full typewritten name and current address.
- 2. If the Applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.
- 3. If the Applicant is a firm in partnership, the Documents should be signed by all the Partners of the firm above their full typewritten names and current addresses. Alternatively, the Documents should be signed by a Partner holding Power of Attorney for the firm and in this case a certified copy of the Power of Attorney should accompany the tender documents. In both cases a certified copy of the Partnership Deed and current address of all the partners of the firms should be furnished.
- 4. If the Applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents, accompanied by a copy of the Power of Attorney. The Applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

DISPUTE RESOLUTION MECHANISM

In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue.

The decision of competent authority, NIT Trichy in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum.

The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsidence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Director, NITT. The Director or an Arbitrator appointed by The Director would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996. The award can be challenged and the jurisdiction is the **District Courts of Tiruchirappalli**. Writ can also be filed before the High court.

PERFORMANCE REVIEW

A monthly review will be conducted by the Dean (P&D)/Executive Engineer, NITT in the following aspects of the contract implementation:

| Performance of the contractor |
|--|
| Schedule for work assigned |
| Levy of penalty for delayed completion of jobs |
| Rating the work done |
| Operation of dispute resolution mechanism for settlement of dispute with the contractor. |

PENALTY CLAUSE

1. Delay in rectifying the complaint beyond 72 hours (from the date of complaint/intimation) will attract a fine of Rs.500/- per day per unit and will be recovered in the monthly bill.

2. During the AMC period all the RO/ UV treated machines are to be serviced for every month without any deviation in the overall quantity, if any machines are not serviced for that particular month will attract a fine of Rs.100/- per day per unit and will be recovered in the monthly bill.

TERMINATION OF CONTRACT

NITT reserves the right to issue show cause/termination notice to the contractor by giving one month period on violation of any terms & conditions. At the end of one month, if the contractor did not respond, NITT may serve termination order within Seven days. At the sole discretion of NITT, on expiry of one month. During the notice period of termination of contract, the agency shall keep discharging his duties as before till the expiry of notice period.

SECTION-III

TERMS & CONDITIONS OF THE CONTRACT:

Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15.

- 1. The Maintenance Contract is initially for a period of Three months and based on the performance the work may be extended to further Nine months. On completion of One year, the contract shall be extendable for another one year based on the performance on same rates and terms & conditions of the Contract. The additional extension may be given (i.e., after Two years) for one more year or part year at the sole discretion of NITT.
- 2. The company should deploy one technician in the NITT campus for eight hours in a day throughout the currency of the contract period except Sundays and Government Holidays to rectify any malfunctioning of the equipment's day today.
- 3. The service technician will commence works by 09.00 AM daily after signing attendance register in the Estate Maintenance Department and the working hours per day is eight hours excluding lunch break. The Service Technician at NITT will receive the complaints only from the Estate Maintenance Department.
- 4. The service Technician/s has to inspect all the **61 No's of water dispensers and 4 No's of RO Plants weekly once** and assure the performance of the dispensers. If anything incomplete, it should be attended and in working condition within a time period maximum to 72 hours.
 - 4. The service technician will report to the Section in charge/Junior Engineer of the Estate Maintenance Department for reviewing the daily complaints attended by him regularly at 3.00 pm and receiving the complaints to be attended by the next day.
 - 5. The completion report shall be signed by the Head of the Department or the person authorized by the Head of the Department. Machine wise maintenance record must be duly signed by the section in charge daily and Junior Engineer once in a week.
 - 6. The Service Engineer and Service In-charge of the firm shall jointly inspect the sites and review the records by signing the complaint register once in two months and also both of them will interact with Junior Engineer of Estate Maintenance Department at frequent intervals.
 - 7. The Maintenance covers the free replacement of all miscellaneous spares, man power, administrative overheads, taxes and profit etc., complete excluding GST.
 - 8. The quantity in the BOQ for replacing the spares are tentative and payment will be paid

based on the actuals.

- 9. The water purifier tank must be cleaned periodically (every 2 month).
- 10. Replacements of worn-out / exhausted parts with new / rectified spares during the periodical servicing or during the breakdown will be attended.
- 11. The defective spares removed shall be properly accounted for by maintaining a separate register and should be disposed off by the firm with proper gate pass.
- 12. Delay in making good any water purifier beyond 72 Hours will attract a fine of Rs.500/-per day per unit and will be recovered in the monthly bill, besides If the contractor fails to execute the compliant within 72 hrs of arising compliant, the work (compliant) will be got done / attended by the Department through alternate sources and at the risk/cost of the contractor and the contractor shall be obliged to pay additional expenditure made in this regard
- 13. Proper record must be maintained by the service technician for replacement of spare parts and regular service of each unit and updated records on day today basis should be duly countersigned by the Junior Engineer /Authorized person of the Estate Maintenance Department.
- 14. The firm shall have to submit the Invoice on completion of each month for an amount proportionate along with the details of date wise machine wise spare parts & consumables changed and feedback report with GST filed receipt purely based on the performance of the firm, such claims would be processed and paid by NITT.
- 15. NITT reserves the right to issue show cause/ termination notice to the firm by giving 15 days' period on violation of any of the Terms &Conditions. Further, on expiry of 15 days, two more notices can be served giving each 07 days beyond which the agreement will stand terminated automatically unless the firm has fulfilled and complied with all obligations as per the work order/Agreement within the said period. Further, in the event of any dispute between the client and the contractor/firm, the same could be arbitrated only by the arbitrator appointed by the Director of NITT and at Trichy only.
- 16. NITT shall not provide boarding and lodging facility to the technician or any service person from the firm.
- 17. TDS report in table/perform need to be maintained on each water cooler which are connected to each R.O plant. A register also need to be maintained by the agency. A digital TDS meter for on-the-spot testing of water has to be maintained by the contractor.
- 18. Contractor shall be responsible for any damage to the equipment, machinery or system and Institute's property on account of negligence/ fault of the contractor's staff and the same will have to be made good at his risk and cost.

SECTION – IV ADDITIONAL CONDITIONS

1) Every tenderer before quoting his rates is expected to inspect all Kelby Ro, Aqua guard and Cross fields make water dispensers and RO plants in NIT for which the service is to be

rendered before quoting his rates. The requirement of labour and materials should be assessed and no claim for extra payment at a later date on that account shall be entertained.

Without written permission of The Executive Engineer, EMD, NITT, no part of the contract shall be sublet, shall transfer the power of attorney, authorizing others to receive the payment on contractor's behalf.

- 2) If further information is required, the Estate Office will furnish such information, but it must be clearly understood that tender must be received in order and according to instruction.
- 3) Child Labour is strictly prohibited and if there is any violation, the contract will be terminated.
- 4) All the spares and consumables required for the work shall be arranged by the agency/contractor only.
- 5) Permits for workers and supervisor to the campus shall be obtained by the contractor from the concerned authorities/security. Only photo passes to individual shall be issued and no group passes shall be issued.
- 6) Necessary monthly bills should be submitted by the contractor after obtaining the signature from the Executive Engineer along with supporting documents.
- 7) All expenses related to the functioning of the employees engaged by the contractor shall be in the scope of the contractor. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and meeting other statutory and non-statutory benefits/obligations.
- 8) The contractor should take all measures for environmental protection, such as control of chemical pollution, proper disposal of waste etc. And ensure that there are no adverse effect on the ecology, particularly on flora and fauna of the campus.
- 9) The contractor shall bring the required spares and consumables at his/her own cost and risk and no extra payment will be made for the same.

10) The contractor shall obtain a feedback certificate on performance of work from each Departments while submitting his/ her running account bill.

- The quoted rate should be of all taxes and duties levied or to be levied both by Central and State Government Statutory/regulatory authorities from time to time excluding GST. Applicable GST will be reimbursed by NITT on production of documentary evidence for having paid the same by the agency. NITT will not entertain any other claim whatsoever in this regards.
- 12) If after opening the tender, the tenderer revoke his tender to increase his earlier quoted rate or after acceptance of his tender does not commence the work in accordance with the instruction of executive engineer, estate maintenance dept. The earnest money deposited by him, will be forfeited and acceptance of his tender withdrawn

Nature / Scope of Work/ Frequency of Operation:

The scope shall cover any other related service / work that might arise depending upon contingency Working Conditions:

- 1. "Regular Maintenance of Water dispensers" is required to be carried out on all days except Sundays and government holidays.
- 2. Strict discipline must be observed by the workers.
- 3. The laborers put in work must be provided with the proper uniform to distinguish them from other staff.
- 4. The laborers and other staffs must be provided with identity card with the NITT's approval of Institute Authorities.

- 5. The supervisors, under whom the laborer's work, shall have to report daily to the Water Supply Section in charge and take instructions,
- 6. The payment will be made after deducting Income Tax.

Normal Working Hours (all days):

Normal working hours is 9:00 am 6:00 pm (including one-hour lunch break) and continues to work for extended hours if required by NITT for specific purpose.

General:

- a) Work men should be vigilant while on work.
- b) Smoking in the institute premise is strictly prohibited.
- c) Workers must be free from influence of alcohol.
- d) Workers must be physically and mentally fit for work.
- e) Workers should avoid causing damage to the Institute property
- f) The NIT, Tiruchirappalli Administration will not accept any responsibility if the work man is injured.
- g) The movement of workers should be restricted to their area of work and should not wander into other areas.

CORRIGENDUM / AMENDMENT:

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of a particular tender that will be posted only at NITT and CPPP web site

Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli -15 Sir.

Having examined the details given in notice inviting qualification application and tender for the above work, I/we hereby submit the qualification application documents (Technical Bid) and the tender (Financial Bid) for the work duly filled.

- 1. I / we hereby certify that all the statements made and information supplied in the enclosed forms and accompanying statements are true and correct.
 - 2. I / we have furnished all information and details necessary for deciding our eligibility and to get qualified for taking part in the tendering process for the work. We have no further information to supply.
- 3. I / we submit the requisite solvency certificate and authorize the Director, NIT Tiruchirappalli or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Director, NIT Tiruchirappalli or his representative to approach individuals, firms and corporations to verify our competence and general reputation

I am / we are aware that the tender document (Financial bid) will not be opened if I am / we are not qualified to take part in the tendering process.

Seal of the Applicant

Date of submission Signature of the applicant(s)

Form - A

FINANCIAL INFORMATION

I. Financial Analysis

Details are to be furnished duly supported by figures in Balance sheet / Profit and loss account for the last five years duly certified by the chartered accountant, as submitted by the applicant to the Income – Tax Department (Copies to be attached).

| | | Year Ending 31 st March of | | | | | |
|-----|---|----------------------------|------|------|------|------|--|
| S1. | Details | 2020 | 2021 | 2022 | 2023 | 2024 | |
| No. | | | | | | | |
| 1. | Gross annual turnover in the maintenance of water dispensers /RO Plants | | | | | | |
| 2. | Profit (+) / Loss (-) | | | | | | |

- II. Financial arrangement for carrying out the proposed work.
- III. Income Tax PAN Details.
- IV. Solvency certificate from Applicant's Bank.

Signature(s) of Applicant (s) with seal

Signature of Charted Accountant with seal

Form - B

Performance Report for works completed and are in progress during last 5 years (Attach copies of work order / agreement)

1. Name of the work / Project & Location :

2. Scope of work :

3. Agreement No. :

4. Tendered Cost :

5. Value of work done :

6. Date of commencement :

7. Date of Completion :

8. Performance report based on quality of work,

work, time management and resourcefulness : Exemplary/Very Good / Good /

Satisfactory

:

Date:

Name and Designation Executive Engineer/ Project Manager or Equivalent Contact Number

OFFICIAL SEAL

Form – C Structure and Organization

- 1. Name and address of the applicant:
- 2. Telephone No. / Fax No. / E-Mail address:
- 3. Legal Status (attach copies of original Document defining the legal status):
- a) An Individual
- b) A Proprietary Firm
- c) A Firm in Partnership
- d) A limited Company or corporation:
- 4. Particulars of registration with various Government bodies (Attach attested photocopy):
- a) Registration Number
- b) Organization / Place of registration
- 5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
- 6. Was the applicant ever required to suspend operation & maintenance of Sewage Treatment period of more than one month continuously after the work was commenced? If so, give the name of the project and give reasons thereof.
- 7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
- 8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.
- 9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
- 10. If any other information considered necessary related to housekeeping works but not included above.

Signature(s) of Applicant (s) with seal

Form D

DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL EMPLOYED BY THE FIRM / COMPANY

| Sl No | Designation | Total number | Names | Qualification / Professional Experience | Length of continuous service with the employer |
|-------|-------------|-----------------|-------|---|--|
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |
| | | | | | |

Note: Additional information about technical personnel, if any, be submitted on separate sheet

Signature of Applicant (s) with seal



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI FINANCIAL BID

DOCUMENTS TO QUALIFY THE TENDERER TO BE SUBMITTED IN E - TENDER PORTAL

e - TENDER FOR Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15.

Tender Notification No: NITT/EMD/CVL/Tender/2024-25/024 Dt: 09.01.2025

Annual Maintenance Contract for Water Purifiers system and RO plants at the National Institute of Technology, Tiruchirappalli – 15.

Agency to quote composite lump sum rate for Twelve months for the maintenance of all 61 numbers of Kelby RO, Aqua guard and Cross fields UV treated water dispensers with normal & Coldwater dispensing systems and 4 Numbers of RO plants are held at NIT, Tiruchirappalli in the Institution zone including manpower for repair & Installation, consumables & spares, Administrative over heads, freight charges, taxes, profit etc. Complete Excluding GST.

| | BILL OF QU | ANTITII | ES | | |
|------------|--|-------------|----------|---------------------|---------------------|
| Item no | Description | Qty | Unit | Rate per Machine | Amount for Month |
| | SERVICE PART FOR RO | WATE | R DISPEN | ISERS | |
| 1 | Maintenance charges for Kelby UV treated RO machine including changing of all miscellaneous spares etc., except the spares | | | | |
| | like Membrane, compressor, fan Motor, Taps, Gas recharge & pumps will be paid separately. | | | | |
| 1.1 | Institute Zone | 50 | Each | | |
| 2 | Maintenance charges for Aqua guard UV treated water dispenser machine including changing of all miscellaneous spares etc., except the spares like compressor, Taps, Gas recharge & fan motor will be paid separately. | | | | |
| 2.1 | Institute Zone | 2 | Each | | |
| 3 | Maintenance charges for Cross fields UV treated water dispenser machine including changing of all miscellaneous spares etc., except the spares like compressor, Taps, Gas recharge & fan motor will be paid separately. | | | | |
| 3.1 | Institute Zone | 9 | Each | | |
| | | <i>A</i> | l . | ges per month | |
| | AMC | 1 | | e months (A) | |
| | PROVISIONAL ITEMS FOR RO WATE | | | | ONTHS) |
| | | QTY | | | AMOUNT FOR |
| SL.NO | DESCRIPTION OF MATERIALS | per year | UNIT | RATE | YEAR |
| 1 | Spares for Kelby RO machine | | | | |
| 1.1 | Supply and Installation of Booster pump | 170 | Each | | |
| 1.2 | Supply and Installation of Membrane | 320 | Each | | |
| 1.3 | Supply and Installation of Compressor | 20 | Each | | |
| 1.4 | Supply and Installation of Fan Motor | 20 | Each | | |
| 1.5 | Supply and Installation of Brass Push Cock Tap (RO Tap) | 50 | Each | | |
| 1.6 | Gas Recharge (Filling) Charges for Compressor | 20 | Each | | |
| 2 | Spares for Aqua guard Water Dispenser Machine | | | | |
| 2.1 | Supply and Installation of Compressor | 2 | Each | | |
| 2.2 | Supply and Installation of Fan Motor | 2 | Each | | |
| 2.3 | Supply and Installation of Brass Push Cock Tap (Aquaguard Tap) | 6 | Each | | |
| 2.4 | Gas Recharge (Filling) Charges for Compressor | 2 | Each | | |
| 3 | Spares for Cross fields Water Dispenser Machine | | | | |
| 3.1 | Supply and Installation of Compressor | 5 | Each | | |
| 3.2 | Supply and Installation of Fan Motor | 5 | 1 | | |

| 3.3 | Supply and Installation of Brass Push Cock Tap (Crossfields Tap) | 6 | Each | | |
|------------|---|--------------------|------------|---------------------|--------------------|
| 3.4 | Gas Recharge (Filling) Charges for Compressor | 5 | Each | | |
| | Consumables (| Charges | for Twelv | e Months (B) | |
| | | 0.0.0.0 | | | |
| | SERVICE PART FO | | PLANTS | | |
| Item no | Description | Qty per year | Unit | Rate per Machine | Amount for Year |
| 4 | Maintenance charges for 500 LPH RO Plants including changing of all miscellaneous spares & consumables etc., Which Includes: 1. Plant Check-ups @ every 3 months 2. Leakage arrest 3. Acid wash for Membranes if it is chocked 4. Vessels Rinse/ Backwash 5. Jumbo Spun Filters (8 Nos) 6. Periodical Checking of Water flow etc., | 4 | Each | | |
| | AMC Charges RC |) Plants | for Twelv | e months (C) | |
| | PROVISIONAL ITEMS FOR RO | PLANTS | S (TWEL | VE MONTHS |) |
| SL.NO | DESCRIPTION OF MATERIALS | QTY per year | UNIT | RATE | AMOUNT FOR YEAR |
| 4.1 | Supply and Installation of New Membranes | 16 | Each | | |
| 4.2 | Supply and Installation of High-Pressure Pump | 4 | Each | | |
| 4.3 | Supply and Installation of Raw water pump | 4 | Each | | |
| 4.4 | Supply and Installation of New Vessels | 8 | Each | | |
| | Consumables (| Charges 1 | for Twelve | e Months (D) | |
| | Net Total for Tv | velve Mo | onths(A+B | +C+D) in Rs | |
| | | | | Say in Rs | |
| R | GST Extra) | | | | |

For E-Tender) (Annexure – I)

PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal)

| | Director, mal Institu | ıte of | Technology, | | | |
|------|--------------------------|-----------|--------------------|---------------------|---------------------------|-----|
| | ny – 15 | | | | | |
| Sub | : Acceptan | ce to the | Process related & | z Terms and Conditi | ions for the- open tender | ing |
| Ref. | : The Terms | s & Cond | ditions for e-Tend | lering mentioned in | Tender. | |
| No. | : | | | | | |
| Sir, | | | | | | |

We hereby confirm the following.

The undersigned is authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contact specified in this tender document. We will honour the Bid submitted by us during the Limited Tender. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when refloated. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a **security deposit at 5% of contract value** in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name Designation Contact Details

Date with stamp & seal of organization:

| | Contract Agreement No: |
|--------|---|
| TENDEI | |
| | То |
| | The Director, National Institute of Technology TIRUCHIRAPPALLI –620 015. |
| | I / We hereby offer to carry out the work of |
| | I / We hereby carefully perused the following documents connected with the above noted work and agree to abide by the same. |
| | Specifications (General & Particular) Drawings Schedule 'A', |
| | 4. Bill of Quantities5. CPWD/BHEL or relevant orders works Manual in force. |
| | I / We forward herewith the sum of Rs |
| | I/We further agree to execute all the work referred to in the said documents upon the terms & conditions contained or referred therein and as detailed in Schedule 'A' and Bill of Quantities thereto and to carry out such deviations as may be ordered, vide conditions of the NITT up to a maximum of 30% of the tendered amount of Rs |
| | I / We further agree to refer all disputes, as required to the sole arbitration of an Officer, to be appointed by the Director, NITT, in his sole discretion whose decision shall be final and binding. |
| | WITNESS Signature of the Contractor |
| | Date: |
| 1. | |
| 2. | |

Help Page to Web load the documents in E-Tender Portal for Cover Wise Uploading the Tender Documents AFTER LOGGING IN TO THE BIDDER'S LOGIN COVER WISE TO BE UPLOADED DOCUMENTS

| | Cover Details, No. Of Covers - 3 | | | | | | | |
|-------------|----------------------------------|------------------|--|--|--|--|--|--|
| Cover No | Cover | Document Type | Description | | | | | |
| 1 | Fee | .pdf | EMD (Earnest Money Deposit) : Scan Copy of Demand Drafts/Bank Guarantee(original) | | | | | |
| | | .pdf | Bid Security Form (Annexure I): The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal) | | | | | |
| 2 | PreQual/Technical | .pdf | Technical Bid : Tender Document & Tender Related Documents. | | | | | |
| | | .pdf | Self-declaration by the firm that it has never been black-listed: Self-declaration by the firm duly signed & stamped. | | | | | |
| | | .pdf | Details to be furnished by the Contractor. (Tender Document Pg. No.7): Duly filled and signed and stamped Checklist for Bid / Tender Document available in the page no.7 | | | | | |
| | | .pdf | Similar Work Experience Certificate/Performance Certificate and Work Orders. (The work order along with work completion certificate/Performance alone will be considered for evaluation.) | | | | | |
| | | .pdf | Other Important Documents: Details to be furnished by the Contractor Form (Tender Document Pg. No.7) Relevant certificates for items 2-8 are to be enclosed. | | | | | |
| 3 | Finance | .xls | Price Bid: BoQ (Duly filled in Price Bid Excel file) | | | | | |
| | | .pdf | Scanned copy of item wise breakup of price bid: Duly filled Price bid along with Sign & Seal. (In case of any discrepancy with the Excel file, This signed document shall be taken as final) | | | | | |

OID Bid (Other Important Documents to be unloaded)

| | Other Important Documents Other Important Documents | | | | | | | |
|------|--|---------|--|--|--|--|--|--|
| S.No | Sub Category | Format/ | Remarks | | | | | |
| - | Permanent Account Number | | Scanned Copy of Original PAN CARD of the firm. | | | | | |
| 2 | Registration Certificate | .pdf | Registration Certificate Details (Any firm registration Copy) | | | | | |
| 3 | Bidders Address Format | .pdf | Bidder Complete Profile (To be provided by the bidder in their business letter head) | | | | | |
| 4 | Provident Fund Certificate | .pdf | Certificate copy of Employees' Provident Fund Organization | | | | | |
| 5 | Employees State Insurance Certificate | .pdf | Employees State Insurance Certificate | | | | | |
| 6 | GST Registration Certificate | .pdf | GSTIN Registration certificate | | | | | |