



NATIONAL INSTITUTE OF TECHNOLOGY

TIRUCHIRAPPALLI – 15

Web: www.nitt.edu

Phone: 0431-2503830

E-Procurement Notice

Ref: NITT/EMD/EE/AE(R&AC)/Tender/Enq.No:11-D/2020-21

Dated: 03.11.2020

Online tenders are hereby invited from in **Three cover system** from Indian Nationals for **Comprehensive Annual Maintenance Contract (CAMC)** of various capacity VRF type Air-conditioning units installed in - T&P department - CAPSTONE building NIT, Tiruchirappalli – 620 015. Tamil Nadu.

(Limited to OEM-Toshiba & Authorised Toshiba Service Agencies only)
(Listed in Annexure-A)

Bidders can download complete set of bidding documents from e-procurement Platform <http://eprocure.gov.in/eprocure/app> from **03.11.2020** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 25.11.2020 (15.00Hrs)

(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

Sl.No.	Description	DATE
1.	Published Date	03.11.2020 18:30 Hrs
2.	Bid Document Download Start Date	03.11.2020 18:30 Hrs
3.	Clarification Start Date	03.11.2020 18:30 Hrs
4.	Clarification End Date	24.11.2020 11:30 Hrs
5.	Bid Submission Start Date	06.11.2020 14:00 Hrs
6.	Bid Submission End Date	25.11.2020 15:00 Hrs
7.	Bid Opening Date(Technical)	26.11.2020 15:00 Hrs
8.	Bid Opening Date(Price)	Date will be announced after technical evaluation by committee

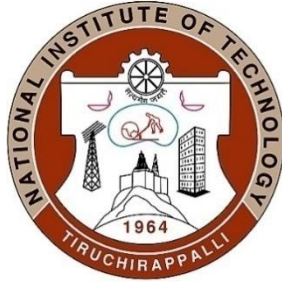
Note:*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded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

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Estate Maintenance Department

Web: www.nitt.edu

Phone: 0431-250 3830



Tender Document (e - Procurement)

Name of Work/ Service	The comprehensive Annual Maintenance Contract of various capacity VRF type Air-conditioning units installed in NIT, Trichy (T&P department–CAPSTONE BUILDING) (limited to OEM-Toshiba/Authorised Service Agencies from Toshiba)
Tender Notification No.	NITT/EMD/EE/AE(R&AC)/Tender/Enq. No: 11-D/2020-21
Date	03.11.2020
Name of the Department	Estate Maintenance Department/Electrical
EMD Amount	Rs. 5000/- (Five thousand only)
Last Date & Time of submission of Tender	25/11/2020 (15:00 Hrs)
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	26/11/2020 (15:00 Hrs)

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 instruments.

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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 Priced-bid / 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. Parallely 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.

**NOTICE INVITING TENDER FOR THE COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT FOR VRF AIR-CONDITIONING UNITS INSTALLED IN NIT, TRICHY**

BID SYNOPSIS	
Tender Reference Number and Date	NITT/EMD/EE/AE(E)/Tender/Enq.No: 11-D/2020- 21 Dated: 03.11.2020
Brief Description of the item to be CAMC	Tender for the comprehensive Annual Maintenance Contract of various capacity VRF type Air-conditioning units installed in NIT, Trichy (T&P Department- CAPSTONE BUILDING) (listed in Annexure –A) (Limited to OEM - Toshiba & Authorised Service Agencies from Toshiba only)
Type of Tender	Three Bid System
Cost of Tender Document (Non- refundable)	NA
Our web site address for downloading the Tender document	The tender document can be downloaded from the website www.nitt.edu
Estimate Value (Without GST)	2.5 lakhs (Plus GST Extra Applicable)
Earnest Money Deposit (Refundable)	Rupees in figures Rs.5,000/- (Rupees Five Thousand only) payable through Demand Draft drawn in favor of The Director, Tiruchirappalli, Tamilnadu Payable at Tiruchirappalli
Last Date and Time of submission of Tender	25.11.2020 @ 3.00 PM
Mode of submission of Tender	Through E-Tender (CPPP)
Date & time of Tender Opening -Technical	26.11.2020 @ 3.00 PM
Date and time of opening of Price bids	After evaluation of technical bids, the date, time and place of Opening of the Price bid will be intimated to technically qualified bidders.
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli-15, Tamil Nadu, India Kind attention: The Executive Engineer, EMD, NITT
Only technical enquiry	The Assistant Engineer- (R&AC) National Institute of Technology, Tiruchirappalli - 620 015. Email: muru@nitt.edu

Notice Inviting Tender

National Institute of Technology, Tiruchirappalli, Tamil Nadu (**hereinafter referred to as NITT**), an Educational Institute of National Importance, functioning under the control of MHRD, GOI, invites sealed tenders from reputed Original Equipment Manufacturers Toshiba or their authorised service agents /channel partners for the maintenance of the following goods/ materials as per the detailed technical specification given below:

CHAPTER 1:

Sl.No	Description	Quantity
01.	Tender for the comprehensive Annual Maintenance Contract (CAMC) of various capacity- Toshiba brand VRF Air-conditioning units installed in NIT, Tiruchirappalli – 620 015. Tamil Nadu - Campus. ➤ TOSHIBA (listed in Annexure –A)	06 Nos.

CHAPTER 2: TENDERING PROCESS

- The tender document and terms and conditions can be downloaded from our website www.nitt.edu as well as in CPPP.
- The bidder is required to furnish Earnest Money Deposit (EMD) **Rs. 5,000/- (Rupees in figure Five Thousand only)**.
- 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.
- To be duly typed, signed and stamped and uploaded as pdf in the e-tender. [the overall total of the price bid to be incorporated in the provided price bid excel file boq_XXXXX.xls and uploaded]
- If an scheduled holiday occurs on the prescribed closing/opening date, then next working day shall be the prescribed date of closing/opening.
- At the second stage technical bids of those tender who have passed the EMD at prescribed in the tender conditions or who have submitted proper documents in proof of the ineligibility for exemption from payment of EMD will be opened and considered to evaluate the acceptability of them bid from technical point of view.
- At the third stage, price bid of the technically acceptable offers will be opened for further valuation and ranking for award of contract/ purchase order.
- The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
- The Tender document consisting of Technical Bid (along with all annexure to the technical bid) and Price Bid should be submitted in the Prescribed Format only.
- The bidders are not allowed to make addition or alteration in the tender document. Each and every page of the submitted bid shall carry the page numbers.
- All pages of the tender document shall be signed by the person or persons duly authorized to sign, on behalf of the bidder.
- No paper/page shall be detached from the tender document. No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/considered.
- At Printed condition at the back of the letter or bid from the renderer will be ignored. If it is desired to apply any particular condition to tender, that must be clearly brought out in the body of the bid/tender itself.
- The NITT shall not be responsible for any postal delay in receipt of the offer/EMD
- The NITT will not be responsible for premature opening of the tenders.
- The offers submitted by telex/telegram/fax/E-mail etc. will not be accepted and they will be summarily rejected.
- Bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may tender the bids liable for rejection.
- Earnest Money Deposit (EMD): The Tenders/Bids must be accompanied by Earnest Money Deposit. Tenders without EMD will not be entertained. The bidders who are registered with National Small Industries Corporation (NSIC) and MSME are exempted from EMD and tender Cost. However, for claiming this exemption, the bidder's musts can and upload with self-attested copy of the exemption certificate indicating Date of registration, date till registrations valid, whether registered for items for which tender has been submitted in the-AMC submission procedure.
- The original D.D should be sent before the tender opening date, otherwise the Technical bid will not be considered.
- The technical bid should consist of only technical documents and other relevant documents. Any inclusion of financial/price bid in the technical bid will lead to disqualification.
- The EMD shall be in the form of Demand Draft Drawn, in favor of the Director, National Institute of Technology, Tiruchirappalli payable at Tiruchirappalli. The EMD of all the unsuccessful bidders will be returned as per norms.

GENERAL TERMS AND CONDITIONS

Duration of the Contract: The contract is initially for a period of **ONE** year. The contract will be reviewed yearly, and may be extended for a period of **TWO** more years, price purely based on the discretion of the NITT management for every year.

Validity of the Schedule Price: 3 years

SCOPE OF WORK AND REQUIREMENTS

INTRODUCTION

Air conditioners (VRF) have been installed in different floors (T&P Department) Client's premises at National Institute of Technology, THIRUCHIRAPPLI. The details quantity (Bill of Quantity) of all the air conditioners is as under: **The quantities as stated in Schedules approximate and are subject to change.**

1. GENERAL INSTRUCTIONS FOR MAINTNENCE/SERVICE

- a) The contractor shall keep the required spares as in stock for immediate repairs, adequate gas and will replenish the same from time to time as per requirement for Comprehensive Annual maintenance. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of the Client.
- b) The contractor will attend to the complaints and breakdowns promptly as and when required.
- c) The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs even after office hours in case of any emergency.
- d) The contractor will make arrangement for all necessary tools, tackles, ladders and equipment's for carrying out the above service contract including trolley, vacuum pump, high pressure water pump for cooling coil cleaning, proper gas charging equipment's etc.
- e) The spare parts supplied/replaced (mention part number) by the contractor should be brand new /original one and from the reputed manufacturers (**TOSHIBA**) / sources to ensure satisfactory performance. Used /repaired spare parts will not be accepted. Before using any spare, the same should be approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time. Should mention appropriate part No. used each and every spare parts in the service report.
- f) Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.
- g) The technicians deputed for the job shall be skilled and have sufficient experience.

2. NO DAMAGE TO INSTALLATIONS & ADJACENT LAND

- a) Contractor shall ensure that during the progress of the work no damage shall occur to installations/equipment due to any reason, if so happens, contractor shall have to Repair/replace the same at his own risk and cost. The decision of Client shall be final and binding on the contractor in this case.

3. SAFETY PRACTICES

- b) Contractor shall positively observe all safety measures required to be undertaken for safety of persons, labours, and properties at work site/department premises/residential premises/public places.

4. INSURANCE & LIABILITIES

- (a) The contractor agrees to and does hereby accept full and exclusive liability for the compliance with all obligations imposed and further agrees to defend, indemnify and hold clients harmless for any liability or penalty which may be imposed by the central, state or local authority also from all claims, suits or proceedings that may be brought against the clients arising under growing out of or by reason of the work provided for by this contract whether brought by employees of the contract or by third parties or any central government, state government or local authority for the following Act (s) and liability (s).
- Employees State Insurance Act.
 - Workmen compensation & employer's liability insurance.
 - Any other insurance required under law or regulations.
 - Accident or injury to workmen.

➤ CONTRACTOR'S LIABILITY

- (a) The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor or any of its employees engaged in the provision of providing the required services. The Contractor shall not Sub-Contract, transfer or assign the contract or any other part (**Exemption only for OEM**) thereof to any other Contractor during the currency of the Contract. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractor's risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.
- (b) The damage caused, if any, either to the equipment's (ACs) or to any other property of the NITT through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the NITT on this account shall be made good by the Contractor and decision of the Client in this context shall be binding on the Contractor.

5) PAYMENTS

- a) A Price schedule shall be annexed to the Articles of Agreement according to which all payments shall be made to the contractors by the client for the CAMC services.
- b) The prices in the Price Schedule shall be indicate for GST (service tax)
- c) **Quarterly payments shall be made to the Contractor, after rendering satisfactory services. The Contractor shall raise invoice at the end of each quarter and the Client shall make all endeavor to make payments within 30 days from the date of the receipt of the invoice to the Contractor if everything in order as per NITT norms.**
- d) The charges shall be valid for a period of Three years. No price escalation shall be entertained by the Client during the period.
- e) In addition to the Contract payments, the Client shall pay for any additional Services as and whenever required which are not specified in the Price Schedule.
- f) All payments shall be made in Indian currency by means of Account payee RTGS/NEFT. The Contractor submit their Bank account details with invoice.
- g) No payment shall be made in advance nor any loan from any bank of financial institution recommended on the basis of the order of award of work.

6) COMPENSATION FOR DELAY (LIQUIDATED DAMAGES):

- a) Time is the essence of the CONTRACT. In case the CONTRACTOR fails to complete the work within the stipulated period, as defined by the Client, unless such failure is due to Clients defaults, the CONTRACTOR shall pay to the CLIENTS, by way of compensation for delay and not as penalty, a sum to be calculated as per details given below:

S.No.	Nature of Complaint/Reports	Timeline	Limitation	Compensation for delay hours/day/unit
01.	To attend the Break down/ to Report site	Within 5 hours	If not attended the fault within the stipulated time	Rs.100/-
02.	Electrical fault/spares replacing work	8 hours	If not attended the fault within the stipulated time	Rs.200/-
03.	Gas charging and other related work & PCB Replacing work	24 hours	If not attended the work within the stipulated time	Rs.500/-
04.	Compressor Fault	5 working days	If not attended the replacement work within the stipulated time	Rs.750/-
05..	General service	Quarterly	If not attended the service within the stipulated time	Rs.200/-

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- b) The decision of the Client with regard to applicability of compensation for delay shall be final and binding on the CONTRACTOR.
- c) All sums payable by way of compensations under any of the conditions shall be considered as reasonable compensation without reference to the actual loss or damages, which shall have been sustained and shall be recovered from the quarterly bills preferred by the Contractor.

7) COMPLIANCE WITH LABOUR LAWS:

- d) The contractor, at his own expenses, shall ensure the compliance with all applicable and governing industrial and labour laws and other laws, rules and regulations and BY-LAWS of both Central & State Govt. and all other local authorities. The contractor shall keep the clients harmless and indemnified in respect thereof.

8) GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- (a) Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorized Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be THIRUCHIRAPPLI and the decision of the arbitrator shall be final and binding on the parties.

9) JURISDICTION OF COURT:

- (b) This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Tiruchirappalli.

10) DISCLAIMER

The relatives / near relatives of employees of the Client (NITT) are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- Members of a Hindu Undivided Family.
- Their husband or wife.
- The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

11) INSOLVENCY

- a) The competent authority of the NATIONAL INSTITUTE OF TECHNOLOGY may at any time by notice in writing summarily terminate the contract without Compensation to the contractor in any of the following events, that is to say: -

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- b) If the contractor being an individual or if firm, any partner in the contractor's firm, shall at any time be adjudged insolvent or shall have a receiving order or orders for administration of his estate made against him or shall take any proceedings for liquidation or composition under any insolvency not for the time being in force or shall make any convenience or assignment of his efforts or enter into any arrangements or composition with his creditors or suspend payment of if the firm be dissolved under partnership act, or
 - c) If the contractor being a company shall pass a resolution or the court shall make an order for the liquidation of the affairs or a receiver of Manager on behalf of the debenture holder shall be appointed or circumstances shall have arisen which entitled the court or debenture holders to appoint a receiver or Manager.
 - d) If the contractor commits any breach of this contract not herein specifically proved for: Provided always that such determination shall not prejudice any right of action or remedy which shall have accrued or shall accrue thereafter to the purchaser and provided also that the contractor shall be liable to pay the purchaser for any extra expenditure, he is thereby put to but shall not be entitled to any gain on repurchased.

12) CURRENCIES OF BID AND PAYMENTS

- a) The Bidder shall submit his price bid / officer in Indian Rupees and payments under this contract will be made in Indian Rupees.

13) QUARTELY SERVICE:

- CAMC of All **VRF** Air conditioners includes servicing of Air conditioners quarterly as per the activities mentioned below (wet Service-Quarterly) and attending **N** number of breakdowns whenever required.
 - a) Cleaning / Replacement of filter if need.
 - b) Checking operation of the controls of the air conditioners such as switch, thermostat control, relays, control circuits (PCB), remote control (including of batteries) etc.
 - c) Checking the cooling efficiency, noise and air flow, thermal insulation of refrigerant piping, gas and drainage water leaking etc.
 - d) Checking air flow through the supply air grill, return air grill and condenser.
 - e) Checking operation of the voltage stabilizer and back up electrical power outlet /MCB.
 - f) Checking operation of the drive motors, motor bushings and fans.
 - g) Cleaning of cooling coil/cooling coil by using high pressure water pump.
 - h) Cleaning of blower, condenser fan, evaporator and condenser coils.
 - i) Over hauling of the AC with chemical washing process if required.
 - j) Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):

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- i. Supply air grill
 - ii. Return air grill
 - iii. Inlet air condenser
 - iv. Outlet air from the condenser
- k) Checking Firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
 - l) Checking ground connections.
 - m) Replacement of any component of air conditioners found defective after the above checks and tests.
 - n) Charging of Refrigerant Gas during the period of service if need arises.
 - o) Painting of corrosion parts, if needed.
 - p) Ensure to fill white cement for AC pipe line holes.
 - q) Ensure all insulation foam available in copper pipes.
 - r) Checking and cleaning of diffusers/louver and louver motors etc.,
- The contractor will carry out servicing of air conditioners, once in three months at all rooms as mentioned above, and will ensure smooth running of all air conditioners. The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.
 - The maintenance / servicing shall be planned in consultation with the Client.
 - The work shall be carried out as per the best engineering practices and to the satisfaction of Client.

14) REPAIRING OF AIRCONDITIONERS:

- a) In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources (e.g. fan motor rewinding etc.) faulty unit will be handed over to the contractor / its representative against acknowledgement as per prevailing procedures of the Client. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative.
- b) Replacement of failed compressor will have to be done within 05 days of time from the date of defective noticed. The failed compressors will be replaced by equivalent NEW compressors of same make/capacity only.

15) ATTENDING OF BREAKDOWN:

- (a) Any breakdown call given by the Client's representatives shall be attended immediately by the service person. In case contractor's fails to attend the call within the stipulated / specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.

16) PERFORMA FOR QUARTERLY MAINTENANCE:

a) A general Performa for periodic quarterly servicing is attached. The contractor will carry out the work as per Performa for necessary records & payment. The contractor will undertake any other service as may be required for effective performance of the cooling appliances without any extra cost except for provisions in the contract.

17) REGISTER OF STOCK /SERVICE

- a) The Contractor / Supervisor of the Contractor shall maintain Stock records of the spares for immediate requirements for replacing on being found faulty in any of the units. The stock register shall be prepared in consultation with the Client.
- b) The Contractor / Supervisor of the Contractor shall prepare a register of Complaints / Service Register in consultation with the Client and the same shall be produced to the competent authority of the Client fortnightly.
- c) Maintaining of History card.
- d) Maintaining of Attendance in client premises.
- e) Maintaining Register for spares replacement
- f) Maintaining separate Report for Breakdown and Service Report.

18) GENERAL CONDITIONS OF CONTRACT

- a) The Annual Maintenance Contract is for the period of one year from 1st December 2020 to 30th November 2021. (Tentative period, it may be varying) and the same may be extended for a maximum period of two more years from the date of initial award of contract on satisfactory services and mutual consent at the scheduled price for every year. If no further extension order is issued the contract period may be considered to have been completed as per orders issued already by our NITT.
- b) The Contractor is advised to inspect the units and ascertain the unit's status listed in the Annexure before offering.
- c) The Contractor entrusted with Client's CAMC shall execute the work in the most business- manner like maintaining optimum and high standards in all respects, without any compromise at any stage thereof.
- d) The Contractor shall inspect all the Air Conditioners as specified in Schedule of Works and Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) listed out and brought to the notice of the undersigned within 10 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipment's of this office in perfectly working condition. The Contractor shall hand over the Air Conditioners of this office in working condition on the expiry of the Contract.
- e) If in case any vendor under L1 category, found any of defects during handing-over and same are chargeable payment only. (The same should be listed out and brought to the notice of the NITT within 10 days of acceptance of maintenance contract as per our tender document general conditions). A separate invoice may be generated and claim.

- f) In addition to any and all other guarantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and take risk in any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
- g) The contractor shall not be entitled to cartage and incidental charges on any account and shall make his own arrangements at his own cost for the storage at Client's premises.
- h) The Contract shall be comprehensive and it shall include works on account of all repair and maintenance and replacement of all spares / parts for all types of Air Conditioners as listed in the Schedule of Requirements.

19) MINIMUM ELIGIBILITY CRITERIA

- The following shall be the minimum eligibility criteria for selection of bidders.
- **Legal Valid Entity:** The Bidder shall necessarily be a legally valid entity. A proof for supporting the legal validity of the Bidder shall be submitted.
- **PAN:** The Bidder should be registered with the Income Tax. Relevant proof in support shall be submitted.
- **GST:** The bidder should be registered with the GST for taxes.
- **Experience:** The Bidder should have experience in the similar field in Government Departments / Public Sector Undertakings / Other Organizations for the last three years. Relevant proof in support shall be submitted. The service provider shall provide direct service and shall not employ Sub- Contractors. Bidder should have a minimum of three years of experience in the service/maintenance of Air-Conditioners to various organizations/ Government Departments. A list of client list shall be enclosed along with the Technical bid. Supporting documents as evidence of 3 years' experience must be enclosed.
- **Pre-qualification Eligibility Criteria: Average gross receipts from Air-conditioning service/AMC during the last three financial years not less than 30% of the given estimated value.**

Estimate Value
2.5 lakhs (without GST)

20) RIGHT OF ACCEPTANCE:

- a) The NATIONAL INSTITUTE OF TECHNOLOGY reserve all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the NATIONAL INSTITUTE OF TECHNOLOGY in this regard shall be final and binding.
- b) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- c) The competent authority of the NATIONAL INSTITUTE OF TECHNOLOGY reserves the right to award any or part or full contract to any successful bidder at its discretion and this will be binding on the In case of failure to comply with the provisions of the terms and conditions mentioned, by the bidder that has/have been awarded the contract, the competent authority of the NATIONAL INSTITUTE OF TECHNOLOGY reserves the right to award the contract to the next higher bidder or any other outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.
- d) The NATIONAL INSTITUTE OF TECHNOLOGY may terminate the Contract if it is found that the bidder to whom the work has been awarded is black listed on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.
- e) The scope of comprehensive annual maintenance services (CAMC) shall include providing routine maintenance services, **N number of Breakdown complaints** as and when they occur in **VRF** air conditioners, providing all manpower, tools and tackles and replacement of defective spare parts (including consumables) such as compressors of same make/model, evaporators, condenser, indoor and outdoor fan motors, gas filling/charging including cost of gas (refrigerant), Oscillation lovers and supporting motors, fan blades, remote controllers, remote, service/replacement of Electronic PCB - board, chord wires, thermostat controls, relay, drain/water, copper pipe, condenser guard, sheet metal parts, insulation foam for copper pipes replacement and whatever parts required for this **VRF** AC units. The rates quoted for the CAMC services shall also include all taxes and duties as applicable and cost of transportation, insurances and labour charges etc.
- f) In case of any emergency situation, the **VERY SIMPLE** electrical work related with AC units like Power plug, MCB replacing work should be performed by the contractor only the same may be supplied by NITT.
- g) The contractor will have to keep sufficient spare parts at site/your office to reduce the breakdown period to minimum possible time.
- h) The contractor should check and confirm during service, whether the copper pipe line hole is sealed or not in outdoor walls. If it is not done, it should be packed by white cement or other packing materials to avoid insects coming inside the units.

- i) The Contractor must ensure that Technicians/helpers shall work with proper Uniform /Shoes/ID CARDS and other safety accessories like line Tester, instruments mask, and gloves for safety purpose.
- j) Any **accommodation /Room/ Hostel facilities/vehicles/ladders/safety rope** will not be provided strictly for any contractors and their staffs.
- k) The Contractor has to provide high standard of work in disciplined manner and is required to inform about the progress of work to the Head T&P/ EE/AE/R&AC on day-to-day basis.
- l) If an Air conditioner is disposed of by this NITT or is otherwise taken out of use, the Payment of AMC charges for the specific unit will be made only till the Air conditioner remained in use.
- m) If any accident takes place at the site during the routine and preventive maintenance, it will be the sole responsibility of the contractor to indemnify the department for any loss arising out of such accidents/ losses theft etc.
- n) Units taken out of the office premises for service at your workshop shall be returned at the earliest and in any case, within 5 days' time. Non- attendance of complaints of this nature beyond a week would entail deduction of penalty as per penalty clause till the complaint is attended to.
- o) Transportation of Air-Conditioner Units/Defective materials/motors/compressors from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider. A proper Gate pass should be used during transportation from institute and the same will be issued by EMD – NITT.
- p) Quarterly Bills shall be submitted along with the Service Report acknowledgements (both Preventive Maintenance Service & Break-down Maintenance Service) before 10th the following Quarterly Payment shall be made after verification of the Records as per NITT norms.
- q) The payment for the last quarter shall be made to the Service provider only after completion of handing over of all Air-conditioner Units in working condition.
- r) Payments (Quarterly basis) will be made within 30 days after satisfactory completion of Service and Maintenance, if all the documents are in order as per NITT norms.
- s) National Institute of Technology, Tiruchirappalli reserves the right to terminate the contract at any point of time during the tenure of contract, if the services are not found satisfactory. The notice period for termination of contract shall be Two month by either party. However, the service provider shall continue the service on the same terms until a new service provider is take over the contract at the Agreement rate. The decision of the National Institute of Technology Tiruchirappalli Empowerment in all respect shall be final and binding upon the contractor.
- t) With a view to enable to the prospective bidders to inspect the Air conditioners before submitting their quotation, any working day of our institute. During the visit of which, bidders can seek clarification if any in respect of this Tender.

- u) The approximate quantity details of Air-conditioning units are given in PRICE BIDS of this document. This may vary marginally according to our NITT decisions during AMC period.
- v) **Validity of bids:** The rate quote should be valid for a minimum of 180 days. No claim for escalation of rate will be considered after opening the Tender.
- w) **Clarification of tender Document:** A prospective bidder requiring any clarification of the Tender document may communicate to the contact person (EE/EMD)/(AE(RA/C) given in this notice inviting tender.
- x) **Amendment of tender Document:** At any time prior to the last date of receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment.
- y) The Institute may at its own discretion extend the last date for the receipt of bids.
- z) The bids shall be written in English language and any information printed in other language shall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.
- aa) The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefore. The decision of the NITT Purchase Committee is final in all matters of tender and AMC.
- bb) The existing contractor who have not completed their AMC period by incompleteness of assignment and keeping unclaimed bills during the AMC period in NITT may be rejected in the present bid their request if any may not be considered.
- cc) The bidder should not have been blacklisted or debarred from participating in the tenders of any State/ Central Government agencies or autonomous bodies or Universities / Educational Institutions.
- dd) As Performance Security, the successful bidder shall furnish an unconditional Performance Bank Guarantee (PBG) from a Nationalized Bank or scheduled commercial bank for an amount equal to 5% of the order value within 10 days from the date of work Order. The PBG, shall be furnished in the Format specified by NITT for the period of AMC.
- ee) No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till a final decision is conveyed to the successful bidder. However, the Purchase Committee or its authorized representative can make any enquiry/seek clarification from the bidders. In such a situation, the bidder shall extend full co- operation. Any effort by the bidder to influence the scrutiny / evaluation committee of NITT or any of its members in the processing of tenders or award of contract may result in the rejection of the tender
- ff) The Institute may at its own discretion extend the last date for the receipt of bids.

gg)The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefor. The decision of the NITT Purchase Committee is final in all matters of tender and purchase.

hh)In case of any dispute, the matter will be subject to Tiruchirappalli, Tamil Nadu Jurisdiction only.

Submission of Tender online

- a. The Tender should be submitted **e-bidding** Only.
- b. Completed Qualification Documents and Tenders received only through e-procurement site <https://eprocure.gov.in/eprocure/app>.
- c. 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.

TERMINATION

➤ This Contract may be terminated forthwith by either party by giving Two months written notice to the other if:

➤ The other party is in material breach of its obligations under this Agreement and, in the case of such breaches capable of being remedied, fails to remedy that breach within thirty days of receiving notice of such breach;

OR

The Contract may be terminated forthwith by the Client by giving written notice to the Contractor, if:

➤ In case of breach of any of terms and conditions of the Contract by the Contractor, the Competent Authority of the Client shall have the right to cancel the Contract without assigning any reason thereof, and nothing will be payable by the Client and in that event and the security deposit in the form of performance Bank Guarantee shall be forfeited and encased.

If the Contractor does not provide the required services satisfactorily as per the requirements of the Client or / and as per the Bill of Quantities / Schedule of Requirements

If the Contractor goes bankrupt and becomes insolvent

➤ The contract may be terminated before the expiry of contract period owing to deficiency in service or substandard quality of the service provided by the successful bidding Company / Firm /Successful bidder. Further, NITT reserves the right to terminate contract at any time by giving **two months (60 days)** notice to the successful bidder.

➤ **Subletting:** The bidder shall not be allowed to transfer. (**Exemption only for OEM - TOSHIBA**) assign, or sub-contract its rights and liabilities under this contract to any other successful bidder without the prior written consent of NITT.

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- **Breach of Contract:** The bidder will be bound by the details furnished by them to NITT, while submitting the bid or at subsequent stage. In case, if, any of such document/s furnished by the firm is found to be false, it would amount to breach of terms of contract and the successful bidder is liable for legal action besides termination of contract.
 - **Disciplinary action:** In case, the manpower / personnel employed by the successful bidder commits any act of omission / commission that amounts to misconduct /indiscipline/ incompetence / security risks, the selected successful bidder shall take appropriate disciplinary action against such personnel immediately being brought to his notice, failing which it would amount to breach of contract and may lead to termination of contract.
 - **Identity card:** The bidder shall provide identity cards to the personnel deployed at the Institute having the photograph of the personnel and personal information such as name, designation, address and identification mark etc., attested by Executive Engineer at the Institute.
 - **Confidentiality:** The bidder shall ensure that any information related to Research, operational process, technical know-how, security arrangements, and administrative/organizational matters are not divulged or disclosed to any person by their personnel deployed at the Institute
 - The bidder shall ensure proper conduct of its personnel at Institute campus, and do not indulge in consumption of alcohol/ smoking, other banned items, activities while on duty.
 - **Facility:** NITT is not liable at any stage to provide accommodation, transport, food, medical, tools, equipment's, vehicles and any other requirement of their personnel and services to the Institute.

NITT reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving notice or assigning any reason The Director, NITT is the final authority for settling any disputes and the decision of the Director in this regard shall be final and binding on all.

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the The Director, National Institute of Technology, Tiruchirappalli having its office at National Institute of Technology, Tiruchirappalli – 620 015.(hereinafter referred to as “The Owner” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [Please insert date of acceptance of the letter of acceptance(LoA)] (“Contract”) with [insert name of the Successful Bidder](hereinafter referred to as the “Contractor” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioners shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [insert reference number of the Tender Documents] dated [insert date of issue of Tender Documents].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Tiruchirappalli for an amount of 10% / 5% on contract value. (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “Guaranteed Amount”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period, which shall be initially for a period of one year from the date of award of work order which would subsequently be required to be extended in the event of extension of the work order.

AND WHEREAS the Contractor has approached [insert the name of the scheduled bank] (here in after referred to as the “Bank”) having its registered office at [insert the address].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.

- However, the Bank’s liability under this bank guarantee shall be restricted to an amount not exceeding 5% on contract value.
- The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract
- NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Contract Period under the Contract.
- Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- However, in the opinion of the Owner, if the Contractor’s obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [date of power of attorney to be inserted]granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

CONTRACT AGREEMENT NO. / Dated :

THIS AGREEMENT is made on between The Director, **NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI – 620 015**. (Hereinafter referred to as “Client” which expression shall include his successors and assigns), and whose principal place of office is at National Institute of Technology, TIRUCHIRAPPLI of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioners of Client’s premises.

- **WHEREAS** the Client invited bids through open tender, vide Notice Inviting Tender datedfor “.....selection of agency for CAMC of its Air Conditioners” under Tender No.**NITT/EMD/EE/AE(R&AC)/Tender/Enq.No:11-D/2020-21 dated 03/11/2020**
- **AND WHEREAS** the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Client
- **AND WHEREAS** the Client has selected M/s.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the Letter of Acceptance (LoA) No., to the Contractor on for a total sum of [Rupees Only].
- **AND WHEREAS** the Client desires that the CAMC services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Client.
- **AND WHEREAS** the Contractor acknowledges that the Client shall enter into contracts with other contractors / parties for the CAMC services for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- **AND WHEREAS** the terms and conditions of this Contract have been fully negotiated between the Client and the Contractor as parties of competent capacity and equal standing.
- **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

-
- The Client and the Contractor agree as follows:

In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.

The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.

- ✓ The Letter of Acceptance (LoA) issued by the Client.
 - ✓ The complete Bid, as submitted by the Contractor.
 - ✓ The Addenda, if any, issued by the Client.
 - ✓ Any other documents forming part of this Contract Agreement till date.
(Performance Bank Guarantee, Bank Guarantee)
 - ✓ Charges – Schedule annexed to this Article of Agreement
 - ✓ Supplementary Agreements executed from time to time.
- Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
- This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.
- **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

(Authorised Signatory)

Signed on Behalf of
Office of the Estate Maintenance Department
NIT-TIRUCHIRAPPALLI

(Authorised Signatory)

Cover No	Cover	Document Type	Pockets	(Description)
1.		.pdf	1	Scanned Copy of Bid Security (EMD) in the form of DD/ Exemption Certificate. (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)
2.	PreQual/ Technical	.pdf	1	i) GST Registration, ii) Details of PAN, iii) Employees State Insurance Registration. iv) Employees Provident Fund Registration. v) live Agency/Company Registration certificate. and Other Related Documents).
		.pdf	2.	Similar Work Experience Certificate Documents
		.pdf	3.	Details of COMPLETED CONTRACTS during the last three Years: (Related Documents).
		.pdf	4.	Authorized service dealer's / service providers Certificates. (updated related Documents from Toshiba).
		.pdf	5.	Technical Bid (Tender Document) duly Seal & Signed.(Related Documents).
		.pdf	6.	Technical Check List (PROFORMA FOR TECHNICAL BID)
3.	Finance / Price	.xls	1.	BoQ
		.pdf	2.	Scanned copy of item wise breakup of price bid duly Seal & Signed.

FINANCIAL INFORMATION

I. Financial Analysis

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

Sl. No.	Details	Year Ending 31 st March of		
		2017	2018	2019
1.	Gross annual turnover in Air conditioner maintenance (CAMC)work			
2.	Profit (+) / Loss (-)			

II. Financial arrangement for carrying out the proposed work.

III. Income Tax PAN Details.

IV. Solvency certificate from any Nationalized Bank

Signature of Applicant (s) with seal

Signature of Chartered Accountant with seal

**Performance Report form for works completed and are in progress
during last 3 years (Attach copies of work order / agreement -
Multiple copies may be generated as per requirement)**

1. Name of the work under CAMC : 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 : Very Good / Good / Satisfactory/Bad/ Very Bad Quality of work, time Management and resourcefulness

Date : Executive Engineer
Project Manager,
Or Equivalent

PROFORMA FOR TECHNICAL BID

Sl. No.	Item/ Requirement from the Bidder	Bidders Response should be definite, complete and legible. Use separate sheet wherever necessary.
1	Particulars of remittance of EMD: Specify (a) DD Number (b) Amount (c) Name of Issuing Banker Note: Bids without EMD will be rejected summarily	
2	In case exemption from EMD	
3	Year of Establishment / Incorporation / commencement of Concern	
4	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
5	Name and Complete Postal address of the Applicant or Bidder Firm/ Company with phone/ Fax/ Mobile number/Email	
6	Legal status / Constitution of the Bidder: (a) Sole Proprietor (b) Partnership (c) Private Limited Company (d) Public Limited Company (e) others Please attach self-attested documentary proof	
7	Name, designation and Phone number of persons authorized to sign the documents on behalf of the Proprietary concern/ Partnership Firm/ Private or Public Limited company (Please attach Power of Attorney / authorization for signing the document. In the case of Proprietary concern bidder may submit attested copy of the PAN card / Election Commission Card / Passport of the Proprietor and authorized signatory in case of proprietor is not signing the tender document)	
8	Location of the Registered / Main Office	
9	Total experience (years/ months) in this field	
10	Name and address of your banker	
11	Have you or your constituent ever left the contract awarded to you incomplete? If so, give name of the contract and reasons for not completing the contract	
12	Copy of Income Tax Permanent Account Number (PAN Number) (Please Attach self-attested copy)	
13	GST Registration Number, (Self-attested copy to be attached)	
14	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)	

15	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2015-16, 2016-17, 2018-19 (In the event of assessment of the years indicated having not been completed the certificate of the latest assessment completed may be enclosed and the reasons for non-completion of the assessment for the required years may be indicated)	
16	Have you registered under Employees State Insurance Corporation Act (ESI) Act? If so, enclose copy of the registration certificate. Also provide a copy of latest remittance made by your successful bidder/ firm/ company	Not applicable for OEM
17	Have you registered Under Employees Provident Fund (EPF) and Miscellaneous Provisions Act? If so, enclose copy of the registration certificate. Also provide a copy of the latest remittance, if any, made by your firm towards EPF.	Not applicable for OEM
18	Annual Turnover during the Last three financial years 2017-18, 2018-19 & 2019-20 (Profit and Loss Account and Balance sheet duly audited and certified by a Chartered Accountant and Income Tax Return Acknowledgement i.e., ITR for the last three years may be attached)	
19	Give details of Termination/any incomplete of previous contract, if any at NITT and other organization.	
20	Give details if you have any Authorized service provider certificate for Toshiba brand Air conditioners	
21	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	
22	Details of similar AMC work, if any, executed or being executed along with address of the service receiver with contact number, value of the work. Enclose a copy of the work order along with performance certification.	Use separate sheet to furnish complete list of details.

23.	Details of COMPLETED CONTRACTS during the last three Years: (a) Order Copy, Contract/ Agreement copy should be enclosed. If required, please attach extra sheets. (b) Attach separate sheet for each job/ work					
	Name and address of the institute organization with name, address, mobile number and Email ID of the Officer to whom reference may be made.	Nature of work	Work order Value (Rs.)	Number of workmen and personnel deployed	Period of contract	
					From	To
24.	Any other information, document which may help NITT in assessing your capabilities, may be enclosed .The bidder may add any further information that he considers relevant for the evaluation of their bid.					
25.	Details of quality certifications, if any, obtained viz					
26.	Details of Awards, if any received or Reviews in the Media, if any					
27.	Performance certificate from the Customers				Enclose separately	

DECLARATION BY THE BIDDER

1. It is hereby declared that I/ we the undersigned, have carefully read and understood the terms and conditions of the tender document and it is certified that all the terms and conditions of the tender are acceptable to me/ us and I/ we will abide by the conditions.
2. The information / documents furnished along with our technical bid are true and authentic to the best of my/ our knowledge and belief. I/ we hereby declare that our proposal is made in good faith, without collusion and fraud. No forged / tampered documents are produced with the tender form for gaining unlawful advantage. We understand that NIT, Trichy is authorized to make enquiry to establish the facts claimed and obtain confidential reports from clients.
3. I/We / am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of our tender at any stage besides liabilities towards prosecution under appropriate law.
4. We understand that NIT, Trichy is not bound to accept the lowest or any bid that NIT may receive.
5. Neither I/ We, nor anybody on my/ our behalf will indulge in any corrupt activities/ practices in my / our dealing with the NIT, Trichy.
6. Each page of the tender document and papers submitted by me/ us is authenticated, sealed and signed and I/ We take full responsibility for the entire documents. I/ We certify that the tender has been submitted in Official Tender Format only and no addition / modification / alteration has been made in the original tender document.

Name.....

Designation.....

PERFORMANCE BANK GUARANTEE

(To be executed on non-Judicial stamped paper of an appropriate value)

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

WHEREAS Office of the The Director, National Institute of Technology, Tiruchirappalli having its office at National Institute of Technology, Tiruchirappalli – 620 015.(hereinafter referred to as “**The Owner**” which expression shall unless repugnant to the context includes their legal representatives, successors and assigns) has executed a binding to the contract on [*Please insert date of acceptance of the letter of acceptance(LoA)*] (“**Contract**”) with [*insert name of the Successful Bidder*](hereinafter referred to as the “**Contractor**” which expression shall unless repugnant to the context include its legal representatives, successors and permitted assigns) for providing Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioners shall have the meaning ascribed to it in the Contract] based on the terms & conditions set out in the Tender Documents number [*insert reference number of the Tender Documents*] dated [*insert date of issue of Tender Documents*].....and various other documents forming part thereof.

AND WHEREAS one of the conditions of the Contract is that the Contractor shall furnish to the Owner a Bank Guarantee from a scheduled bank in India having a branch at Tiruchirappalli for an amount of **5%** on contract value. (the amount guaranteed under this bank guarantee shall hereinafter be referred to as the “**Guaranteed Amount**”) against due and faithful performance of the Contract including the performance bank guarantee obligation and other obligations of the Contractor for the supplies made and the services being provided and executed by under the Contract. This bank guarantee shall be valid from the date hereof up to the expiry of the Contract Period, which shall be initially for a period of one year from the date of award of work order which would subsequently be required to be extended in the event of extension of the work order.

AND WHEREAS the Contractor has approached [*insert the name of the scheduled bank*] (here in after referred to as the “**Bank**”) having its registered office at [*insert the address*].....and at the request of the Contractor and in consideration of the promises made by the Contractor, the Bank has agreed to give such guarantee as hereunder:-

- The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PGB to the bank for amendment in price.

- However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding **5%** on contract value.
- The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract
- NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Contract Period under the Contract.
- Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

By its constituted Attorney Signature of a person duly authorized to sign on behalf of the Bank

THIS AGREEMENT is made on between The **Director, NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI – 620 015**. (Hereinafter referred to as “Institute ” which expression shall include his successors and assigns), and whose principal place of office is at National Institute of Technology, TIRUCHIRAPPLI of the One Part,

AND

M/s.....having its registered office at.....(Hereinafter referred to as “the Contractor”) which expression shall unless excluded by or repugnant to the context be deemed to include his successors, heirs, executors, administrators, representatives and assigns) of the other part for Comprehensive Annual Maintenance Contract (CAMC) of Air Conditioners of Institute ’s premises.

- I. WHEREAS the Institute invited bids through open tender, vide Notice Inviting Tender datedfor “.....selection of agency for CAMC of its Air Conditioners” under Tender No. NITT/EMD/EE/AE(R&AC)/Tender/Enq.No:11-D/2020-21 dated 03/11/2020
- II. AND WHEREAS the Contractor submitted his bid vide..... in accordance with the bid documents and represented therein that it fulfills all the requirements and has resources and competence to provide requisite services to the Institute
- III. **AND WHEREAS** the Institute has selected **M/s**.....as the successful bidder (“the Contractor”) pursuant to the bidding process and negotiation of contract prices, awarded the **Letter of Acceptance (LoA) No.**, to the Contractor on for a total sum of [Rupees Only].
- IV. AND WHEREAS the Institute desires that the CAMC services (as defined in the Bidding Document) be provided, performed, executed and completed by the Contractor, and wishes to appoint the Contractor for providing requisite services to the Institute.
- V. AND WHEREAS the Contractor acknowledges that the Institute shall enter into contracts with other contractors / parties for the CAMC services for its office in cases the Contractor falls into breach of the terms and conditions as stipulated in the Tender Document and shall waive its claim whatsoever in this regard.
- VI. AND WHEREAS the terms and conditions of this Contract have been fully negotiated between the Institute and the Contractor as parties of competent capacity and equal standing.

VII **AND WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Institute 's office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Institute.

VIII. The Institute and the Contractor agree as follows:

1. In this Agreement (including the recitals) capitalized words and expressions shall have the same meanings as are respectively assigned to them in the Contract documents referred to.
2. The following documents shall be deemed to form and be read and construed as part of this Agreement. This Agreement shall prevail over all other Contract documents.
 - i. The Letter of Acceptance (LoA) issued by the Institute .
 - ii. The complete Bid, as submitted by the Contractor.
 - iii. The Addenda, if any, issued by the Institute .
 - iv. Any other documents forming part of this Contract Agreement till date.
(Performance Bank Guarantee, Bank Guarantee)
 - v. Charges – Schedule annexed to this Article of Agreement
 - vi. Supplementary Agreements executed from time to time.
3. Any changes/modifications/amendments required to be incorporated in the Contract Agreement at a later stage shall be discussed and mutually agreed by both the parties and such supplementary agreements shall be binding on both the parties and shall form the part of this contract agreement.
4. This Contract shall be governed by and construed in accordance with the laws of India. Each Party hereby submits to the jurisdiction as set out in the Dispute Resolution Procedure in the Conditions of Contract.

IX. **IN WITNESS WHEREOF** the parties hereto have caused this Agreement to be executed in accordance with the laws of India on the day, month and year indicated above.

Signed on behalf of the Contractor

Signed on Behalf of
Office of the Estate Maintenance Department
NIT-TIRUCHIRAPPALLI

(Authorised Signatory)

(Authorised Signatory)

SERVICE REORT FORMAT (FOR BREAKDOWN CALLS)

DETAIL OF AIR CONDITIONER:

DATE:

1. MAKE ----- CAPACITY. -----
2. MODEL NO. & SERIAL NO:
3. COMPRESSOR MAKE/MODEL & SR. NO. _____
4. LOCATION:
5. MIS/Toll Free Complaint Number with Date:
6. Nature of fault:
7. Name of the spare parts replaced if any
Specify with Part No.
 - 1.....
 - 2.....

JOBS TO BE ATTENDED

- (a) Checking of compressor current & voltage Amp. _____ Volts _____
- (b) Grill Temperature / Room Temperature
- (c) Customer Remarks

Previously	Service date	History	Report No	Brief service details
1.				
2.				
3				
4.				

Name & Signature of Technician

**Institute 's representative name
& Signature**

HOD/T&P

DECLARATION BY THE BIDDER

- I/ we hereby certify that the information furnished in this tender document is complete and correct to the best of my knowledge. I/ we understand that furnishing of false information could result in disqualifying for the award of the contract.
- I/ We have submitted the requisite solvency certificate and authorize the NITT to approach the Bank issuing the solvency certificate to confirm the correctness thereof.
- I/ We also authorize the NITT or its authorized representative to approach individuals, employers, firms and corporation to visit the works completed by us in the past or are in progress at present, to verify the competence and general reputation.
- I/ We do hereby offer to perform and execute the ANNUAL MAINTENANCE CONTRACT in conformity with terms and conditions of the contract.
- I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place:

Signature of the bidder with Name and seal

Date:

Name

Designation

Seal

Annexure- A

Training and Placement Department (CAPSTONE)

S.No.	Description	CAPACITY	QTY
1-A	TOSHIBA - VRF	22 HP	3 Nos.
	TOSHIBA – VRF	20 HP	3 Nos.
	<i>Includes following indoor units</i>		
	1.50 HP HI WALL IDU	09 Nos.	
	1.92 HP CASSETTE IDU	16 Nos.	
	2.76 HP CASSETTE IDU	03 Nos.	
	4.80 HP UNDER CEILING IDU	04 Nos	
	2.40 HP HI WALL IDU	03 Nos.	
	2.40 HP CASSETTE IDU	06 Nos.	
	3.00 HP CASSETTE IDU	06 Nos.	
	Wireless Remote Controller	37 Nos.	
	Wired Remote Controller	41 Nos.	
	Central Group Controller	01 No.	

Bill of Quantity

Tender Inviting Authority: The Director, NIT Tiruchirappalli

Name of Work: Comprehensive Annual Maintenance Contract (CAMC) of various capacity VRF type Air-conditioning units installed in - T&P department - CAPSTONE building NIT, Tiruchirappalli – 620 015.

Contract No: NITT/EMD/EE/AE(R&AC)/Tender/Enq.No:11-D/2020-21 dt: 03.11.2020

Bidder Name :

PRICE SCHEDULE

(This BOQ template must not be modified/replaced by the bidder and the same should be uploaded after filling the relevant columns, else the bidder is liable to be rejected for this tender. Bidders are allowed to enter the Bidder Name and Values only)

Quoted Rate is exclusive of GST

Sl. No.	Item Description	Quantity	Units	BASIC RATE PER UNIT In Figures To be entered by the Bidder	TOTAL AMOUNT	TOTAL AMOUNT In Words
1	TOSHIBA - VRF					
1.1	<u>Includes following indoor units</u> 1.50 HP HI WALL IDU = 09 Nos. 1.92 HP CASSETTE IDU = 16 Nos. 2.76 HP CASSETTE IDU = 03 Nos. 4.80 HP UNDER CEILING IDU = 04 Nos 2.40 HP HI WALL IDU = 03 Nos. 2.40 HP CASSETTE IDU = 06 Nos. 3.00 HP CASSETTE IDU = 06 Nos. Wireless Remote Controller = 37 Nos. Wired Remote Controller = 41 Nos. Central Group Controller = 01 No.					
1.11	22 HP TOSHIBA - VRF	3.00	Nos			
1.12	20 HP TOSHIBA - VRF	3.00	Nos			
Total Amount (Rs.)						

Quoted Rate in Words.....only

* Quoted Rate is exclusive of GST.