



e-Procurement Notice

Ref: NITTH/HAC/CLEANING MATERIALS/21-22/S.NO.1

Dated: 21.03.2022

E-TENDER ID:

Online tenders are hereby invited in **Two Bid system** from reputed **manufacturers /authorized representative of a manufacturer/wholesale dealer/importer/Stockiest** (who have the current authorization from the Principal Company) for entering into **Annual Rate Contract 2022-23 for the Supply of Various Cleaning Materials/Sanitary Items**

Bidders can download a complete set of bidding documents from the e-procurement Platform <http://eprocure.gov.in/eprocure/app> from **21.03.2022 (05.30PM)** onwards. Bidders need to submit the bids online for the interesting items by uploading all the required documents through <http://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurements: 11.04.2022 (11.00AM) (Server time).

Late bids shall not be accepted.

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

CRITICAL DATE SHEET

Published Date	21.03.2022(05.30PM)
Bid Document Download Start Date	21.03.2022(05.30PM)
Clarification Start Date	Not Applicable
Clarification End Date	Not Applicable
Pre-bid meeting	Not Applicable
Venue of Pre-bid Meeting	Not Applicable
Bid Submission Start Date	21.03.2022(05.30PM)
Bid Submission End Date	11.04.2022 (11.00AM)
Bid Opening Date(Price)	Will be announced

Note: *Bidder should submit the 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.

Hostel Office

Web: www.nitt.edu

Phone: 0431-2504135,

Tender Document (e - Procurement)

1	Tender Notification No	NITTH/CLEANING MATERIALS/21-22/S.NO.1
2	Type of Bid	Two Bid System
3	Contract period	One Year. The contract may be extended for another 06 months based on the performance of the vendor and/or institute needs.
4	Earnest Money Deposit (EMD)	Rs.14000/- (Rupees Fourteen Thousand only)
5	Payment of Invoices	Within 15 working days after Receipt and acceptance of items along with the copies of invoice against each delivery/supply.
6	Pre-Bid Meeting	Nil
7	Bid submission Last date	11.04.2022 (11.00AM)
8	Date and Time for opening of bid	12.04.2022 (11.00AM)

TERMS & CONDITIONS:

- 1) The bidding agency should be reputed and having PAN, GST registered, if applicable. The firm should be registered with the appropriate registration authority and should be in existence for not less than three years before 31.12.2021. Proof of the same has to be submitted.
- 2) The bidder should preferably have adequate service network in and around NIT-Trichy
- 3) The requirement of various Housekeeping Items under Rate Contract for a period of One Year is given at Annexure.
- 4) After having a Rate Contract with the selected vendor/bidder, the purchase of Housekeeping Items will be made as per requirement on "as and when required" mostly on monthly basis during the period of rate contract. **The rates quoted by the firm should be valid for a period of One year from the date of award of rate contract.**
- 5) **Earnest Money Deposit (EMD):** EMD / Bid security **Rs.14,000/-** shall be paid by way of Demand Draft (DD) / Bank Guarantee (BG) in favor of The Chief Warden , NIT Hostels, Tiruchirappalli and should be valid for a period of 45 days beyond the BID validity period. All tenders received without EMD / Bank Security shall be rejected.

This amount (EMD) will be converted into Performance Guarantee, if rate contract is awarded, EMD of unsuccessful bidders will be returned within 45 days after the award of the contract. The EMD /Security Deposit will not carry any interest.

The Housekeeping Items required is of reputed brand or equivalent in terms of quality and quantity as mentioned against each item in the tender document.

- 1) The acceptance of tender will solely rest with **The Chief Warden, Hostel Administration Committee, National Institute of Technology, Tiruchirappalli-15** who may accept or reject the lowest or any other tender as per the eligibility criteria. No reasons will be furnished for acceptance or rejection of any tender. Canvassing in connection with tender is strictly prohibited and any canvassing will lead to make the bid of tenderer as ineligible.
- 2) Incomplete bid in any form will be rejected.
- 3) Conditional tenders shall not be accepted. This tender is non-transferable. Bid once submitted shall not be allowed for withdrawal.
- 4) Number of corrections and or alterations, if any, in the tender must be specifically mentioned. All the corrections and alterations made in the tender must be duly countersigned by the authorized signatory, without which tender will not be considered.
- 5) The Unit rates in Indian Rupees should be clearly quoted for each item against each make. The agency should clearly mention for GST/ taxes etc. if any. The items are required to be supplied for **The Chief Warden, Hostel Administration Committee, National Institute of Technology, Tiruchirappalli-15.**

6) **No commitment to accept lowest or any tender:** NIT Tiruchirappalli shall be under no obligation to accept the lowest or any other quotation received in response to this tender enquiry and shall be at its sole discretion to reject any or all offers without assigning any reason whatsoever.

7) **Submission & Opening of Tenders/Quotation:**

<p>Submission of Bids: The Bidder shall submit the bids electronically, through the e-procurement system (http://eprocure.gov.in/eprocure/app). Any document submitted through any other means will not be considered as part of the Bid except for the Originals as asked for in this tender.</p>
<p>Deadline for Submission of Bids: The Purchaser may, at its discretion, extend the deadline for the submission of bids by amending the Bidding Documents, in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline shall thereafter be subject to the deadline as extended.</p>
<p>Late Bids: The e-Procurement system would not allow any late submission of bids after due date and time as per server system. After electronic online proposal submission, the system generates a unique identification number which is time stamped. This shall be treated as acknowledgement of the proposal submission</p>
<p>Withdrawal, Substitution, and Modification of Bids: A Bidder may withdraw, substitute, or modify its bid on the e-procurement system before the date and time specified but not beyond. No bid may be withdrawn, substituted, or modified in the interval between the deadline for submission of bids and the expiration of the period of bid validity specified by the Bidder on the Tender Forms or any extension thereof Modification/Withdrawal of the Bid sent through any other means shall not be considered by the Purchaser.</p>
<p>Bid Opening: The Purchaser shall open the bids as per electronic bid Opening procedures specified in Central Public Procurement Portal (CPPP) at the date and time specified. Bidders can also view the bid opening by logging on to the e- procurement system. Specific bid opening procedures are laid down at http://eprocure.gov.in/eprocure/app under the head "Bidders Manual Kit". The tenderer/bidder will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid or they can view the bid opening event online at their remote end. Price Bids of only those tenderers shall be opened whose technical bids qualify.</p>
<p>The withdrawn bid will be available in the system therefore if bidder once withdraws the bid then he will not be able to participate in the respective tender again. Modification to the bid shall be opened and read out with the corresponding bid. Only bids that are opened and read out at bid opening shall be considered further.</p>

8) Tenderer/Bidder should submit the following documents along with their bid.

- a) Tenderer should submit the document of PAN and GST registration, all other ~~but~~ registrations for being the supplier of cleaning materials. If the tenderer is an authorized dealer, Authorization Certificate is to be provided.
- b) All the firms participating in the tender must submit a list of their partners etc. along with their communication details.
- c) The requirement of consumable items may vary and the firm has to supply the items during the period of contract.
- d) **Payment:** 100% payment will be released within 15 days after receipt and acceptance of material against every supply. No other payment terms including advance payment will be allowed.
- e) No taxes shall be payable by us unless payment of the same is specifically mentioned by the supplier in the quotation and the same is legally leviable. If no specific mentioning of Tax/GST, NIT Tiruchirappalli will assume that the price/s quoted is inclusive of all taxes and levies and binding on the firm to execute the order.
- f) NIT Tiruchirappalli is not bound to procure items from the selected vendor only.

Each tenderer should clearly specify that the tenderer agrees to abide by the conditions of this tender document on their printed letter head indicating here on GST Registration, FAX, Email, Telephone numbers, complete /valid correspondence address etc.,

The tenderer has to quote the prices for the material/make/equivalent mentioned in the price bid. However, the tenderer shall be responsible about the quality of the material quoted in the price bid.

9. Security Deposit: The successful bidder should pay Security Deposit of an amount equivalent to 3% the quoted value. The EMD of the successful bidder will be converted in to Security Deposit and the balance amount will have to be paid with in 15 days of the date of Purchase Order.

Alternatively Bank Guarantee issued by any of the scheduled bank to the equivalent amount may also be submitted with its validity expiring after 60 days after expiry of the Purchase Order.

10. Bidders have to comply with all the statutory requirements as to the taxes, labour, supply, transport etc and NIT Hostel will not be liable for anything in this regard.

11. All other terms and conditions will be as per the General Conditions of Purchase of the NIT, Trichy, a copy of which is appended herewith.

General Conditions of Contract

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General Conditions of Contract	
1	Definitions: The following words and expressions shall have the meanings hereby assigned to them:
a	“NITT” means National Institute of Technology, Tiruchirappalli established undersocieties Registration Act XXVII of 1975.
b	“Contract” means the Contract Agreement entered into between the Purchaser and the Supplier, together with the Contract Documents referred to therein, including all attachments, appendices, and all documents incorporated by reference therein.
c	“Contract Documents” means the documents listed in the Contract Agreement, including any amendments thereto.
d	“Contract Price” means the price payable to the Supplier as specified in the Contract Agreement, subject to such additions and adjustments thereto or deductions therefrom, as may be made pursuant to the Contract.
e	“Day” means calendar day.
f	“Completion” means the fulfillment of the Related Services by the Supplier in accordance with the terms and conditions set forth in the Contract.
g	“GCC” means the General Conditions of Contract.
h	“Goods” means all of the commodities, raw material, machinery and equipment, and/or other materials that the Supplier is required to supply to the Purchaser under the Contract.
i	“The Project Site,” term where applicable, means the place of work named in the Special Conditions of Contract (SCC).
j	“Purchaser” means faculty, department and other entities of the competent for purchasing Goods and Services, as specified in the SCC.
k	“Related Services” means the services incidental to the supply of the goods, such as insurance, installation, training and initial maintenance and other such obligations of the Supplier under the Contract.
l	“SCC” means the Special Conditions of Contract.
m	“Subcontractor” means any person, private or government entity, or a combination of the above, to whom any part of the Goods to be supplied or execution of any part of the Related Services is subcontracted by the Supplier.
n	“Supplier” means the person, private or government entity, or a combination of the above, whose bid to perform the Contract has been accepted by the Purchaser and is named as such in the Contract Agreement.
o	“The Project Site,” where applicable, means the place named in the SCC.

2	<p>Contract Documents: Subject to the order of precedence set forth in the Contract Agreement, all documents forming the Contract (and all parts thereof) are intended to be correlative, complementary, and mutually explanatory. The Contract Agreement shall be read as a whole.</p>	
3	<p>Corrupt and Fraudulent Practices: The Institute requires compliance with its policy against the corrupt and fraudulent practices as set forth Section- V The Purchaser requires the Supplier to disclose any commissions or fees that may have been paid or are to be paid to agents or any other party with respect to the bidding process or execution of the Contract. The information disclosed must include the name and address of the agent or other party, the amount and currency, and the purpose of the commission, gratuity or fee.</p>	
4	<p>Interpretation</p>	
4.1	<p>The Contract constitutes the entire agreement between the Purchaser and the Supplier and supersedes all communications, negotiations and agreements (whether written or oral) of the parties with respect thereto made prior to the date of Contract.</p>	
4.2	<p>Amendment No amendment or other variation of the Contract shall be valid unless it is reduced to writing, dated, expressly refers to the Contract, and is signed by the duly authorized representative of each party thereto.</p>	
4.3	<p>Non waiver</p>	
	a	<p>Subject to GCC Sub-Clause 4.5(b) below, no relaxation, forbearance, delay, or indulgence by either party in enforcing any of the terms and conditions of the Contract or the granting of time by either party to the other shall prejudice, affect, or restrict the rights of that party under the Contract, neither shall any waiver by either party of any breach of Contract operate as waiver of any subsequent or continuing breach of Contract.</p>
	b	<p>Any waiver of a party's rights, powers, or remedies under the Contract must be in writing, dated, and signed by an authorized representative of the party granting such waiver, and must specify the right and the extent to which it is being waived.</p>
4.4	<p>Severability: If any provision or condition of the Contract is prohibited or rendered invalid or unenforceable, such prohibition, invalidity or unenforceability shall not affect the validity or enforceability of any other provisions and conditions of the Contract.</p>	
5	5.1	<p>Language: The Contract as well as all correspondence and documents relating to the Contract exchanged by the Supplier and the Purchaser, shall be written in the language specified in the SCC. Supporting documents and printed literature that are part of the Contract may be in any language provided they are accompanied by an accurate translation of the relevant passages in the language specified, in which case, for purposes of interpretation of the Contract, such translation shall govern.</p>

	5.2	The Supplier shall bear all costs of translation to the governing language and all risks of the accuracy of such translation, for documents provided by the Supplier.
6		Joint Venture, Consortium or Association: If the Supplier is a joint venture, consortium, or association, all of the parties shall be jointly and severally liable to the Purchaser for the fulfilment of the provisions of the Contract and shall designate one party to act as a leader with authority to bind the joint venture, consortium, or association. The composition or the constitution of the joint venture, consortium, or association shall not be altered without the prior consent of the Purchaser.
7	7.1	Eligibility: The Bidder should not have been declared insolvent by the competent court.
	7.2	The Bidder should not be disqualified for contract under the law of the India.
	7.3	The Bidder should not be adjudged defaulter of Tax Payment under Income Tax Law or any other Law for the time being in-force.
	7.4	The Supplier and its Subcontractors shall have the nationality of an eligible country. A Supplier or Subcontractor shall be deemed to have the nationality of a country if it is a citizen or constituted, incorporated, or registered, and operates in conformity with the provisions of the laws of that country. Nationality must be disclosed by the supplier
	7.5	All Goods and Related Services to be supplied under the Contract shall have their origin in Eligible Countries. For the purpose of this Clause, origin means the country where the goods have been grown, mined, cultivated, produced, manufactured, or processed; or through manufacture, processing, or assembly, another commercially recognized article results that differs substantially in its basic characteristics from its components.
8	8.1	Notices Any notice given by one party to the other pursuant to the Contract shall be in writing to the address specified in the SCC. The term “in writing” means communicated in written form with proof of receipt.
	8.2	A notice shall be effective when delivered or on the notice’s effective date, whichever is later.
9	9.1	Governing Law: The Contract shall be governed by and interpreted in accordance with the laws of India, unless otherwise specified in the SCC.
	9.2	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	a	Throughout the execution of the Contract, the Contractor shall comply with the import of goods and services prohibitions in India when
	b	by an act of compliance with a decision of the United Nations Security Council taken under Chapter VII of the Charter of the United Nations, India prohibits any import of goods from that country or any payments to any country, person, or entity in that country.

10	10.1	Settlement of Disputes The Purchaser and the Supplier shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract.
	10.2	If the parties have failed to resolve their dispute or difference by such mutual consultation, then either the Purchaser or the Supplier may give notice to the other party of its intention to settle the issue by arbitration, as hereinafter provided, as to the matter in dispute, no arbitration in respect of the matter be commenced unless such notice is given in accordance with this Clause for the final settlement of the matter. Arbitration may be commenced prior to or after delivery of the Goods under the Contract.
	10.3	All questions, disputes and differences arising shall be referred by the The Director, National Institute of Technology, Tiruchirappalli to the sole arbitrator for arbitration under the provision of the Arbitrations and Conciliation Act, 1996.
11		Obligations During Arbitrations Notwithstanding any reference to arbitration in Clause 10,
	a	the parties shall continue to perform their respective obligations under the Contract unless they otherwise agree; and
	b	the Purchaser shall pay any amount due to the Supplier.
12		Scope of Supply The Goods and Related Services to be supplied shall be as specified in the Schedule of Requirements.
13		Delivery and Documents Subject to GCC Sub-Clause 33.1, the Delivery of the Goods and Completion of the Related Services shall be in accordance with the Delivery and Completion Schedule specified in the Schedule of Requirements. The details of shipping and other documents to be furnished by the Supplier are specified in the SCC.
14		Suppliers Responsibilities The Supplier shall supply all the Goods and Related Services included in the Scope of Supply in accordance with GCC Clause 12, and the Delivery and Completion Schedule, as per GCC Clause 13.
15		Contract Price Prices charged by the Supplier for the Goods supplied and the Related Services performed under the Contract shall not vary from the prices quoted by the Supplier in its bid, with the exception of any price adjustments authorized in the SCC.
16	16.1	Terms of Payment Ordinarily, payments for services rendered or supplies made shall be released only after the services have been rendered or supplies appropriate to the requirement made. However, in following cases advance payments may be made if specified in SCC:
	a	Advance payment demanded by firms holding maintenance contracts for servicing of Air-conditioners, computers, other costly equipment, etc.

		b	Advance payment demanded by firms against fabrication contracts, turnkey contracts etc.
		c	Such advance payment should not exceed the following limits: - Thirty percent of the contract value to private firms;
		d	Forty percent of the contract value to a State or central Government agency or a Public Sector Undertaking; or
		e	In case of maintenance contract, the amount should not exceed the amount payable for six months under the contract.
	16.2		The Supplier's request for payment shall be made to the Purchaser in writing, accompanied by invoices describing, as appropriate, the Goods delivered and Related Services performed, and by the documents submitted pursuant to GCC Clause 13 and upon fulfilment of all other obligations stipulated in the Contract.
	16.3		Payments shall be made promptly by the Purchaser, within ninety (90) days after submission of an invoice or request for payment by the Supplier, and after the Purchaser has accepted it
	16.4		The currencies in which payment shall be made to the supplier under this contract shall be Indian currency unless otherwise agreed.
17	17.1		Taxes and Duties For goods manufactured outside India, the Supplier shall be entirely responsible for all taxes, stamp duties, license fees, and other such levies imposed outside India.
	17.2		For goods Manufactured within India, the Supplier shall be entirely responsible for all taxes, duties, license fees, etc., incurred until delivery of the contracted Goods to the Purchaser.
	17.3		If any tax exemptions, reductions, allowances or privileges may be available to the Supplier in India, the Purchaser shall use its best efforts to enable the Supplier to benefit from any such tax savings to the maximum allowable extent or country or origin, the supplier shall provide benefit from any such tax saving to the purchaser.
	17.4		GST Concession for Items Purchased for Research Purpose If the item/product purchased for research purpose the institution has a GST exemption of 5% as per vide no:45/2017 and 47/2017
18	18.1		Performance Security: If required as specified in the SCC, the Supplier shall, within twenty-one (21) days of the notification of contract award, provide a performance security for the performance of the Contract in the amount specified in the SCC
	18.2		The proceeds of the Performance Security shall be payable to the Purchaser as compensation for any loss resulting from the Supplier's failure to complete its obligations under the Contract.
	18.3		As specified in the SCC, the Performance Security, if required, shall be denominated in the currency(ies) of the Contract or in a freely convertible currency acceptable to the Purchaser; and shall be in one of the format stipulated by the Purchaser in the SCC, or in another format acceptable to the Purchaser.

	18.4	Performance security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligation.
	18.5	Bid security shall be refunded to the successful bidder within 45 days of receipt of performance security.
19		Copyright The copyright in all drawings, documents, and other materials containing data and information furnished to the Purchaser by the Supplier herein shall remain vested in the Supplier, or, if they are furnished to the Purchaser directly or through the Supplier by any third party, including suppliers of materials, the copyright in such materials shall remain vested in such third party.
20	20.1	Confidential Information The Purchaser and the Supplier shall keep confidential and shall not, without the written consent of the other party hereto, divulge to any third party any documents, data, or other information furnished directly or indirectly by the other party hereto in connection with the Contract, whether such information has been furnished prior to, during or following completion or termination of the Contract. Notwithstanding the above, the Supplier may furnish to its Subcontractor such documents, data, and other information it receives from the Purchaser to the extent required for the Subcontractor to perform its work under the Contract, in which event the Supplier shall obtain from such Subcontractor an undertaking of confidentiality similar to that imposed on the Supplier under GCC Clause 20.
	20.2	The Purchaser shall not use such documents, data, and other information received from the Supplier for any purposes unrelated to the contract. Similarly, the Supplier shall not use such documents, data, and other information received from the Purchaser for any purpose other than the performance of the Contract.
	20.3	The obligation of a party under GCC Sub-Clauses 20.1 and 20.2 above, however, shall not apply to information that:
	a	Now or hereafter enters the public domain through no fault of that party;
	b	can be proven to have been possessed by that party at the time of disclosure and which was not previously obtained, directly or indirectly, from the other party; or
	c	otherwise lawfully becomes available to that party from a third party that has no obligation of confidentiality.
	20.4	The above provisions of GCC Clause 20 shall not in any way modify any undertaking of confidentiality given by either of the parties hereto prior to the date of the Contract in respect of the Supply or any part thereof.
	20.5	The provisions of GCC Clause 20 shall survive completion or termination, for whatever reason, of the Contract.

21	21.1	<p>Subcontracting The Supplier shall notify the Purchaser in writing of all subcontracts awarded under the Contract if not already specified in the bid. Such notification, in the original bid or later on shall not relieve the Supplier from any of its obligations, duties, responsibilities, or liability under the Contract.</p>
	21.2	Subcontracts shall comply with the provisions of GCC Clauses 3 and 7.
22	22.2	<p>Specifications and Standards Technical Specifications and Drawings</p>
		<p>a The Goods and Related Services supplied under this Contract shall conform to the technical specifications and standards mentioned in Section-VI, Schedule of Requirements and, when no applicable standard is mentioned, the standard shall be equivalent or superior to the official standards whose application is appropriate to the Goods' country of origin or India.</p>
		<p>b Wherever references are made in the Contract to codes and standards in accordance with which it shall be executed, the edition or the revised version of such codes and standards shall be those specified in the Schedule of Requirements. During Contract execution, any changes in any such codes and standards shall be applied only after approval by the Purchaser and shall be treated in accordance with GCC Clause 33.</p>
23	23.1	<p>Packaging and Documents The Supplier shall provide such packing of the Goods as is required to prevent their damage or deterioration during transit to their final destination, as indicated in the Contract. During transit, the packing shall be sufficient to withstand, without limitation, rough handling and exposure to extreme temperatures, salt and precipitation, and open storage. Packing case size and weights shall take into consideration, where appropriate, the remoteness of the goods' final destination and the absence of heavy handling facilities at all points in transit.</p>
	23.2	The packing, marking, and documentation within and outside the packages shall comply strictly with such special requirements as shall be expressly provided for in the Contract, including additional requirements, if any, specified in the SCC, and in any other instructions ordered by the Purchaser.
24		<p>Insurance Unless otherwise specified in the SCC, the Goods supplied under the Contract shall be fully insured—in a freely convertible currency from an eligible country—against loss or damage incidental to manufacture or acquisition, transportation, storage, and delivery, in accordance with the applicable Incoterms or in the manner specified in the SCC.</p>
25	25.1	<p>Transportation and Incidental Services The Supplier is required under the Contract to transport the Goods to a specified place of final destination within India, defined as the Project Site, transport to such place of destination in India, including insurance and storage, as shall be specified in the Contract, shall be arranged by the Supplier, and related costs shall be included in the Contract Price"; or any other agreed upon trade terms (specify the respective responsibilities of</p>

		the Purchaser and the Supplier)	
	25.2	The Supplier may be required to provide any or all of the following services, including additional services, if any, specified in SCC:	
		a	performance or supervision of on-site assembly and/or start up of the supplied Goods;
		b	furnishing of tools required for assembly and/or maintenance of the supplied Goods;
		c	furnishing of a detailed operations and maintenance manual for each appropriate unit of the supplied Goods;
		d	performance or supervision or maintenance and/or repair of the supplied Goods, for a period of time agreed by the parties, provided that this service shall not relieve the Supplier of any warranty obligations under this Contract; and
		e	training of the Purchaser's personnel, at the Supplier's plant and/or on-site, in assembly, start-up, operation, maintenance, and/or repair of the supplied Goods.
26	26.1	Inspections and Tests The Supplier shall at its own expense and at no cost to the Purchaser carry out all such tests and/or inspections of the Goods and Related Services as are specified in the SCC.	
	26.2	The inspections and tests may be conducted on the premises of the Supplier or its Subcontractor, at point of delivery, and/or at the Goods' final destination, or in another place in India as specified in the SCC. Subject to GCC Sub-Clause 26.3, if conducted on the premises of the Supplier or its Subcontractor, all reasonable facilities and assistance, including access to drawings and production data, shall be furnished to the inspectors at no charge to the Purchaser.	
	26.3	The Purchaser or its designated representative shall be entitled to attend the tests and/or inspections referred to in GCC Sub-Clause 26.2, provided that the Purchaser bear all of its own costs and expenses incurred in connection with such attendance including, but not limited to, all traveling and board and lodging expenses.	
	26.4	Whenever the Supplier is ready to carry out any such test and inspection, it shall give a reasonable advance notice, including the place and time, to the Purchaser. The Supplier shall obtain from any relevant third party or manufacturer any necessary permission or consent to enable the Purchaser or its designated representative to attend the test and/or inspection.	
	26.5	The Purchaser may require the Supplier to carry out any test and/or inspection not required by the Contract but deemed necessary to verify that the characteristics and performance of the Goods comply with the technical specifications codes and	

		standards under the Contract, provided that the Supplier's reasonable costs and expenses incurred in the carrying out of such test and/or inspection shall be
		added to the Contract Price. Further, if such test and/or inspection impedes the progress of manufacturing and/or the Supplier's performance of its other obligations under the Contract, due allowance will be made in respect of the Delivery Dates and Completion Dates and the other obligations so affected.
	26.6	The Supplier shall provide the Purchaser with a report of the results of any such test and/or inspection.
	26.7	The Purchaser may reject any Goods or any part thereof that fail to pass any test and/or inspection or do not conform to the specifications. The Supplier, if permitted by the purchaser, shall either rectify or replace such rejected Goods or parts thereof or make alterations necessary to meet the specifications at no cost to the Purchaser, and shall repeat the test and/or inspection, at no cost to the Purchaser, upon giving a notice pursuant to GCC Sub-Clause 26.4.
27		Liquidated Damages Except as provided under GCC Clause 32, if the Supplier fails to deliver any or all of the Goods by the Date(s) of delivery or perform the Related Services within the period specified in the Contract, the Purchaser may without prejudice to all its other remedies under the Contract, deduct from the Contract Price, as liquidated damages, a sum equivalent to the percentage specified in the SCC of the delivered price of the delayed Goods or unperformed Services for each week or part thereof of delay until actual delivery or performance, up to a maximum deduction of the percentage specified in those SCC. Once the maximum is reached, the Purchaser may terminate the Contract pursuant to GCC Clause 33.
28	28.1	Warranty The Supplier warrants that all the Goods are new, unused, and of the most recent or current models, and that they incorporate all recent improvements in design and materials, unless provided otherwise in the Contract.
	28.2	Subject to Sub-Clause 22.1(b) of GCC, the Supplier further warrants that the Goods shall be free from defects arising from any act or omission of the Supplier or arising from design, materials, and workmanship, under normal use in the conditions prevailing in India.
	28.3	Unless otherwise specified in the SCC, the warranty shall remain valid for twelve (12) months after the Goods, or any portion thereof as the case may be, have been delivered to and accepted at the final destination indicated in the SCC, or warranty period mentioned by supplier whichever period concludes later unless mutually agreed.
	28.4	The Purchaser shall give notice to the Supplier stating the nature of any such defects together with all available evidence thereof, promptly following the discovery thereof. The Purchaser shall afford all reasonable opportunity for the Supplier to inspect such defects.

	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
	28.5	Upon receipt of such notice, the Supplier shall, within the period specified in the SCC, expeditiously repair or replace the defective Goods or parts thereof, at no cost to the Purchaser.
	28.6	If having been notified, the Supplier fails to remedy the defect within the period specified in the SCC; the Purchaser may proceed to take within a reasonable period such remedial action as may be necessary, at the Supplier's risk and expense and without prejudice to any other rights which the Purchaser may have against the Supplier under the Contract.
9	29.1	Patent Indemnity The Supplier shall, subject to the Purchaser's compliance with GCC Sub-Clause 29.2, indemnify and hold harmless the Purchaser and its employees and officers from and against any and all suits, actions or administrative proceedings, claims, demands, losses, damages, costs, and expenses of any nature, including attorney's fees and expenses, which the Purchaser may suffer as a result of any infringement or alleged infringement of any patent, utility model, registered design, trademark, copyright, or other intellectual property right registered.
	29.2	If any proceedings are brought or any claim is made against the Purchaser arising out of the matters referred to in GCC Sub-Clause 29.1, the Purchaser shall promptly give the Supplier a notice thereof, and the Supplier may at its own expense and in the Purchaser's name conduct such proceedings or claim and any negotiations for the settlement of any such proceedings or claim.
	29.3	The Purchaser shall, at the Supplier's request, afford all available assistance to the Supplier in conducting such proceedings or claim, and shall be reimbursed by the Supplier for all reasonable expenses incurred in so doing.
30	30.1	Force Majeure For purposes of this Clause, "Force Majeure" means an event or situation beyond the control of the Supplier that is not foreseeable, is unavoidable, and its origin is not due to negligence or lack of care on the part of the Supplier. Such events may include, but not be limited to, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.
	30.2	If a Force Majeure situation arises, the Supplier shall promptly notify the Purchaser in writing of such condition and the cause thereof. Unless otherwise directed by the Purchaser in writing, the Supplier shall continue to perform its obligations under the Contract as far as is reasonably possible, and shall seek all reasonable

		alternative means for performance not prevented by the Force Majeure event.
	30.3	The Supplier shall not be liable for forfeiture of its Performance Security, liquidated damages, or termination for default if and to the extent that its delay in performance or other failure to perform its obligations under the Contract is the result of an event of Force Majeure.
31	31.1	Change Orders and Contract Amendments The Purchaser may at any time order the Supplier through notice in accordance GCC Clause 8, to make changes within the general scope of the Contract in any one or more of the following:
		a drawings, designs, or specifications, where Goods to be furnished under the Contract are to be specifically manufactured for the Purchaser;
		b the method of shipment or packing;
		c the place of delivery; and
		d the Related Services to be provided by the Supplier.
32	32.1	Extensions of Time If at any time during performance of the Contract, the Supplier or its subcontractors should encounter conditions impeding timely delivery of the Goods or completion of Related Services pursuant to GCC Clause 13, the Supplier shall promptly notify the Purchaser in writing of the delay, its likely duration, and its cause. As soon as practicable after receipt of the Supplier's notice, the Purchaser shall evaluate the situation and may at its discretion extend the Supplier's time for performance, in which case the extension shall be ratified by the parties by amendment of the Contract.
	32.2	Except in case of Force Majeure, as provided under GCC Clause 32, a delay by the Supplier in the performance of its Delivery and Completion obligations shall render the Supplier liable to the imposition of liquidated damages pursuant to GCC Clause 26, unless an extension of time is agreed upon, pursuant to GCC Sub-Clause 34.1.
33	33.1	Termination for Default The Purchaser, without prejudice to any other remedy for breach of Contract, by written notice of default sent to the Supplier, may terminate the Contract in whole or in part:
		a if the Supplier fails to deliver any or all of the Goods within the period specified in the Contract, or within any extension thereof granted by the Purchaser pursuant to GCC Clause 32;
		b if the Supplier fails to perform any other obligation under the Contract; or
		c if the Supplier, in the judgment of the Purchaser has engaged in fraud and corruption, as defined in GCC Clause 3, in competing for or in executing the Contract

		In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause 33.1(a), the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Goods or Related Services similar to those undelivered or not performed, and the Supplier shall be liable to the Purchaser for any additional costs for such similar Goods or Related Services. However, the Supplier shall continue performance of the Contract to the extent not terminated.
	33.2	<p>Termination for Insolvency</p> <p>The Purchaser may at any time terminate the Contract by giving notice to the Supplier if the Supplier becomes bankrupt or otherwise insolvent. In such event, termination will be without compensation to the Supplier, provided that such termination will not prejudice or affect any right of action or remedy that has accrued or will accrue thereafter to the Purchaser.</p>
	33.3	<p>Termination for Convenience</p>
		<p>a The Purchaser, by notice sent to the Supplier, may terminate the Contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Supplier under the Contract is terminated, and the date upon which such termination becomes effective.</p>
		<p>b The Goods that are complete and ready for shipment within twenty-eight (28) days after the Supplier's receipt of notice of termination shall be accepted by the Purchaser at the Contract terms and prices. For the remaining Goods, the Purchaser may elect :</p> <p>(i) to have any portion completed and delivered at the Contract terms and prices ; and/or</p> <p>(ii) to cancel the remainder and pay to the Supplier an agreed amount for partially completed Goods and Related Services and for materials and parts previously procured by the Supplier.</p>
34		<p>Assignment</p> <p>Neither the Purchaser nor the Supplier shall assign, in whole or in part, their obligations under this Contract, except with prior written consent of the other party.</p>

Evaluation Criteria

Prequalification

1. A Declaration by the firm that it has never been black-listed must be attached along with the Bid, failing which the Bid shall be rejected.
2. Profile of each Bidder and past experience in supply of the material should be enclosed.
3. Shop Registration certificate should be enclosed.
4. Bidder should have established stores and have past experience for supply of materials. Suitable proof of supply should be submitted.
5. True copy of Permanent Account Number.
6. Preferably, the bidders shall submit copies of the last three years audited balance sheet of the firm / shop.
7. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.
8. Submission of samples if required, for all items indicated in the schedule of requirements. The make of items proposed to be supplied should be indicated in the format of the schedule of requirements and submitted along with the technical bid without indicating the price components.
9. Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.

Date:

Place:

Signature & Seal

OTHER TERMS AND CONDITIONS FOR RATE CONTRACT

- 1) The offer / contract will be awarded to the Lowest-1 firm as per the decision taken by the NIT Tiruchirappalli HAC Committee depending on the quality and other conditions.
- 2) It will be the responsibility of the firm to ensure that the items to be supplied as per the quality and quantity demanded within the stipulated time. The material supplied if found to be other than the specified brand and inferior in quality will summarily be rejected. The Institute shall also have the power to purchase the required item from elsewhere and any excess of cost so incurred by the Institute, the quotation price together with all charges and expenses incurred towards purchase shall be recovered by the Institute.
- 3) In case, the items are not supplied within the stipulated time, a fine of Rs.250/- (Rupees Two hundred and Fifty only) will be levied per day for the delay so caused and the same will be deducted from the payment against the bills raised. **If consignment of materials is not received against the indent within 48 hrs. from the time of indent, institute have right to purchase the same from other sources. If such instances repeat two times consequently or five times overall, the contract shall stand cancelled automatically and institute shall have right to empanel the L2 for such contract, whatsoever at the risk and cost of the L-1 bidder.**
- 4) If for any one item price quoted by more than one bidder is same, the Institute has right to negotiate with the lowest quotation[s] regarding price.
- 5) The bidder should quote rates for all the items failing which the bid shall be liable to be rejected.
- 6) The Committee reserves the right to negotiate with lowest bidder[s] to arrive at a rate of any item.
- 7) **Estimated purchase value for one year shall be app. Rs. 7,00,000.00 (Rupees Seven Lakhs Only) inclusive of GST.**
- 8) **All the indents from the institute to successful bidder will be raised <http://eprocure.gov.in/eprocure/app>.**

Date:

Place:

Signature & Seal

Qualifying information:

S. No	Details requested by NIT Tiruchirappalli	Details furnished by the firm
1)	Name of the bidder	
2)	Valid correspondence Address, Email, and contact details/Telephone numbers of bidder	
3)	Status of Ownership of the firm	a) Proprietor b) Partnership c) Registered firm d) Unregistered firm e) Body Corporate
4)	Statutory Registrations (Copies May Please be attached)	a) GST: b) PAN: c) VAT: D) Any other
5)	Earnest money Deposit (EMD) & Processing fee details;	<u>EMD:</u> DD no. _____ DD Date: _____ Bank Name: _____ _____ _____
6)	Bank details of the Firm (Copies May Please be attached)	



NATIONAL INSTITUTE OF TECHNOLOGYTIRUCHIRAPPALLI – 15

Web: www.nitt.edu
Phone: 0431-2504135,

Bill of Quantity

Ref: NITTH/CLEANING MATERIALS/21-22/S.NO.1

Dated: 21.03.2022

Tender Inviting Authority: The Chief Warden, NITT Hostels, NIT, Tiruchirappalli.

Name of Rate Contract: PROVIDING HOUSEKEEPING CLEANING MATERIALS at HOSTELS

Bidder Name:									
S.No.	Name of the Materials	App. Quantity for one year**	Units of Measurement	Unit Rate (Rs)	GST %	GST Amt/ Unit	Rate Including GST (Rs)	Amount in Rs.	Amount in Words
1	HCL Acid (5 Ltr)	15	Can						
2	Soap Oil	375	Ltr						
3	Phenyl Component (5Ltr)	20	Can						
4	Harpic (1/2 ltr)	375	Bottle						
5	Odonil 75 gms	1174	No						
6	Urinal Cube (6 Nos Pkt each)	400	Pkt						
7	Urinal Mat	560	No						
8	Napthalin Balls (500gms pkt)	20	Pkts						
9	Sabeena Powder (500Gms pkt)	30	Pkts						
10	Lifebuoy Soap (Small) 50gm	100	No						
11	Coconut Broom	80	No						
12	Plastic Broom	60	No						
13	Steel Scrubber	80	No						
14	Nylon Scrubber Big	80	No						

15	Lyzol (500 ml bottle)	35	Bottle /Pkt							
16	Detol Liquid (500 ml)	10	Bottles							
17	Yellow Cloth	50	No							
18	Checked Cloth	50	No							
19	Hand Gloves -Rubber (sets)	50	Pair / Set							
20	Colin (500ml bottle)	30	Bottle							
21	Room Spray 250 ml	20	No							
22	Perfume (500 ml)	8	Bottle							
23	Garbage Bag Extra Large (15 pcs per box)	57	Box							
24	Bleaching Powder	20	Kg							
25	Round Brush Plastic for floor Cleaning	25	No							
26	Round Brush Wooden for floor Cleaning	80	No							
27	Mop with Plastic Stick	80	No							
28	Wiper with Plastic Stick	50	No							
Total Amount in Rs.										

Total Amount in words (_____)

**: The proposed quantity is tentative . It may vary depending upon the actual requirement.

Place:

Signature & Seal