



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI - 620 015, TAMIL NADU

राष्ट्रीय प्रौद्योगिकी संस्थान- तिरुचिरापल्ली - 620 015. तमिलनाडु.

Web site: www.nitt.edu

Phone: 0431 – 2503844

Estate Maintenance Department - Electrical Maintenance Centre

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

BID SYNOPSIS

Tender Reference Number and date	NITT/EMD/AEE (E)/AE (R&AC)/ Enq.No.25/AC AMC/2015 dated 07/08/2015
Brief Description of the Tender	Tender for the comprehensive Annual Maintenance Contract of various capacity/type/brand Air-conditioning units installed in NIT, Trichy.
Type of Tender	Two Bid System
Cost of Tender Document including 5% VAT (Non- refundable)	Rs.525/- (Rupees Five hundred and twenty five only) payable through Demand Draft drawn in favour of The Director, NIT, Tiruchirappalli.
Web site address for downloading the tender document	The tender document can be downloaded from our website www.nitt.edu
Earnest Money Deposit (Refundable)	Rs. 70,000/- (Rupees Seventy Thousand only) in the form of Demand Draft drawn in favour of The Director, NIT, Tiruchirappalli.
Date of Pre bid meeting	Friday, 21st August 2015 at 11 A.M (Venue: At A-11 Hall, Administrative Building, NITT)
Last date and time for receipt of tender	Friday , September 11th 2015 up to 3.00 P.M
Mode of submission of Tender	By Speed Post/ Register Post/ Courier or through Hand delivery at the NITT Administrative Office.
Date, time and venue Opening of Tender	Friday , September 11th 2015 up to 3.30 P.M
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 With a mark of kind attention to: Er.B.Sankaran, (EE/ Elect), Estate Maintenance Department, Electrical Maintenance Centre, NIT, Trichy.
Procedure for submission of Tender	Envelope 1: EMD and Cost of Tender Document Envelope 2: Technical Bid Envelope 3: Price Bids Envelope 4: Larger Size Outer Envelope (Wrapper) containing Envelope 1, 2 and 3 (All the cover should be marked separately)
Performance Security Deposit	10% of the contract value
Contact Person for Technical queries	Er.K.Muruganandam (AE/R&AC), Estate Maintenance Department, Electrical Maintenance Centre, NIT, Tiruchy Phone: 0431 - 250 3844, Mobile: 94860 01170 Mail ID: mu@nitt.edu

Notice Inviting Tender

National Institute of Technology, Tiruchirappalli (NITT) invites sealed tenders from reputed authorized service dealers / service providers **to carry out comprehensive & non comprehensive service for air conditioners installed in the NITT**. The duration of the contract initially for a **period of one year** and extendable, based on the satisfactory performance and at the discretion of the NITT Management.

SCOPE OF WORK

Category of AMC

- For Comprehensive Annual Maintenance Contract (CAMC) of **371 Nos. various type/brand/capacity AC Units** - **(Listed in Annexure A)**
- For Comprehensive Annual Maintenance Contract service of **800 Nos. VOLTAS Make AC Units. (Excluding compressor)** - **(Listed in Annexure B)**
- For Comprehensive Annual Maintenance Contract service of **52 Nos. Carrier Media Make AC Units. (Excluding compressor)** - **(Listed in Annexure C)**

BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

The Director
National Institute of Technology
Tiruchirappalli – 620 015.

Ref: Invitation for Bid No. **NITT/EMD/AEE (E)/AE (R&AC)/ Enq.No.25/AC AMC/2015 dated 07/08/2015**

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders.
2. We offer to undertake the Comprehensive Annual Maintenance Contract in respect of all the Air Conditioners as per the Bill of Quantities and other terms and conditions of your office in conformity with the Bidding Documents.
3. Our bid shall be valid for a period of 120 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

4. If our bid is accepted, we commit to submit a performance security in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of serious nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid/lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorization for signing on behalf of Bidding company)

Full Name and Designation

(To be printed on Bidder's letterhead)

TENDERING PROCESS

1. The tender document and terms and conditions can be downloaded from our website www.nitt.edu.
2. Through two separate Demand Drafts, the bidder is required to furnish **Rs.70,000 (Rupees Seventy thousand only)** towards Earnest Money Deposit and **Rs.525 (Rupees five hundred and twenty five)** towards Cost of Tender Document. The Demand Drafts shall be drawn in favour of The Director, National Institute of Technology, Tiruchirappalli -15.
3. Without EMD and cost of tender document, the technical bid will not be opened and the tender will be rejected summarily.
4. The sealed tender should be submitted on or before **Friday 11th September 2015** upto 3 p.m through Registered Post or Speed Post or hand delivery and addressed to the **Director, National Institute of Technology, Thuvakkudy, Tiruchirappalli-15, Tamil Nadu, South India. [Kind Attention: Mr.B.Sankaran EE/E Estate Maintenance Department, Electrical Maintenance Centre, NIT, Tiruchy].**
5. At the first stage, the envelope containing EMD amount and Cost of Tender document will be opened and at the second stage the envelope containing Technical Bid will be opened on **Friday 11th September 2015 3.30 P.M.** in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
6. At the time of opening of Tender, the names of those who have submitted their offers along with the details of their remittance of EMD and Cost of Tender Document will only be read out and no other information/ details whatsoever will be shared at this stage.
7. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
8. Subsequent to evaluation of technical bids, price bids of the technically acceptable offers will be opened for further evaluation and ranking for award of the contract/ purchase order. The date of price bid opening will be intimated to the bidders of technically qualified bids only.
9. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
10. The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only.
- 11. The L1 is arrived for each price bid. IF L1 refused to accept the order, L2 will be selected on L1 Price.**
12. The bidders are not allowed to make addition or alteration in the Technical or Price Bid. Each and every page of the submitted bid shall carry the page numbers.
13. All pages of the tender document should be signed by the person or persons duly authorized to sign, on behalf of the bidder along with the official stamp of the bidder.
14. No paper / page shall be detached and No addition or alternation should be made in the tender document. Conditional tender, late and delayed tender will not be accepted/ considered.
15. Printed condition at the back of the letter or bid from the tenderer will be ignored. If it is desired to apply any particular condition to tender, the same must be clearly brought out in the body of the bid/ tender itself.
16. The NITT shall not be responsible for any postal delay in receipt of the offer. Tender should be properly sealed.
17. The NITT will not be responsible for pre mature opening of the tenders.
18. The offers submitted by telex/telegram/fax/ E-mail etc. Shall not be accepted and will be summarily rejected.

19. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped. Bidders must confirm the acceptance of all the terms and conditions of the tender.
20. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
21. Any non-acceptance or deviations from the terms and conditions must be CLEARLY mentioned. However, bidder must note that any conditional offer or any deviation from the terms and conditions of this tender may render the bids liable for rejection.
22. Earnest Money Deposit (EMD): The Tenders/ Bids must be accompanied by Earnest Money Deposit. The bidders who are registered with National Small Industries Corporation (NSIC) are exempted from EMD and cost of tender document. However, for claiming this exemption, the bidders MUST furnish an attested copy of the exemption certificate indicating Date of registration, validity period of the registration, whether registered for items for which tender has been floated. The validity of the Demand Draft must be up to 3 (THREE) months starting from the date of submission of the bids. The EMDs of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase order. **The EMD's of All unsuccessful bidder will be returned to them at the earliest after issue of Work Order. The EMD of Successful bidder will be returned on receipt of on receipt of Performance Security Deposit / Performance bank guarantee for 10 % of the Contract Value. No interest will be payable by the NITT on the EMD & Performance Security Deposit.**

PRE-BID MEETING

It is proposed to conduct a Pre - Bid meeting Friday, 21st August at 11 A.M (Venue: A-11/A-12 Hall Administrative Building) National Institute of Technology, Tiruchirappalli-15. The purpose of the meeting is to clarify our requirements and to answer the questions of the prospective bidders on technical bid and commercial terms and conditions of this tender.

View above, prospective bidders are advised to submit their doubts/ questions/ clarifications, if any, through Mail, (Mail ID: muru@nitt.edu) before the date of Pre bid meeting. Further, on the date of the meeting, the questions should be given in writing.

Any modification of the bidding documents which may become necessary as a result of the Pre bid meeting shall be made known to all the prospective bidders by the Selection Committee through a notification of amendment in the website of the NITT. No clarifications will be entertained beyond the date of pre bid meeting. No extension of time will be given for submission of tender on any account, beyond the last date for submission of tender.

SPECIAL INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS

Procedure for sealing and marking of bids: The Tender / Bid Cover shall contain the following:

- **FIRST envelope** should contain the Earnest Money Deposit and Cost of Tender Document. The envelope should be sealed and super scribed as **“EMD COVER”**
- **SECOND envelope** should contain the Technical Bid along with enclosures desired in the Tender document. This envelope should be sealed and super scribed as **“TECHNICAL BID”** Cover.
- **THIRD envelope** should contain the Price Bids. This envelope should be sealed and super scribed as **“PRICE BIDS ”** Cover.
- All the above mentioned THREE SEPARATE ENVELOPS are to be sealed and kept in one single Larger size outer envelope (**FOURTH envelope**) which should also be sealed and super scribed.

- Each of the FOUR ENVELOPS shall be super scribed with following details:

Tender reference Number **NITT/EMD/AEE (E)/AE (R&AC)/ Enq.No.25/AC AMC/2015 dated 07/08/2015** for Comprehensive and Non Comprehensive AMC for Air Conditioners.
Due date of tender **11-09-2015** and time **03.00 PM**
Name of the Department inviting this tender : **Estate Maintenance Department/Electrical**
Name and Complete address of the Bidder :

- If all the THREE inner envelopes and the ONE outer envelope (i.e., larger envelope) are not sealed and marked as instructed, NITT will assume no responsibility for the misplacement or premature opening of any of the envelope. An envelope opened prematurely will be rejected.
- There shall NOT be any price indication in the technical bid. If for any reason, it is found that the technical bid reveals the price bid related details in any manner whatsoever, or, the price bid is enclosed in the envelope super scribed, “Technical Bid”, the bid document will be summarily rejected in the first instance itself. Any offer containing both the Technical bid and Price bids in the same envelop will also be out rightly rejected.

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 maximum period of 2 more years, price purely based on the discretion of the NITT management.

Validity of the Schedule Price: 2 years

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 encashed.

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, assign, or sub-contract its rights and liabilities under this contract to any other successful bidder without the prior written consent of NITT.

Registers: The bidder shall maintain and if necessary submit to the Institute for inspection on demand the records such as Stock, maintenance, attendance, Payment register etc at site.

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.

The bidder shall ensure that the manpower / human resources deployed at NITT conform to the standards prescribed in the Tender Document.

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 Assistant 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.

SCOPE OF WORK AND REQUIREMENTS

1. INTRODUCTION:

- a) Air conditioners (Split/Windows/ Tower types) have been installed in different floors of 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.**

2. COMPREHENSIVE CONTRACT & COMPREHENSIVE CONTRACT EXCLUDING COMPRESSORS:

- a) **COMPREHENSIVE CONTRACT** :The term 'Comprehensive Annual Maintenance Contract' (CAMC) shall include cost on account of all repair and maintenance of all the air conditioners, replacement of spare parts / mechanical parts thereof, oiling, chemical washing/ cleaning, greasing (general servicing), gas filling, replacement of filter and replacement/ repair of any or all the parts of A.C. machines including replacement of motors, replacement of faulty compressor, Voltage stabilizer, drain hose, insulation foam etc., during the currency of the contract at the exclusive risk, responsibility and cost of the Contractor. **In brief, the department shall not bear any cost for anything whatsoever after the air conditioner units have been handed over to the Contractor for maintenance.**
- b) **COMPREHENSIVE CONTRACT EXCLUDING COMPRESSORS** : The term 'Comprehensive Annual Maintenance Contract excluding compressors' (CAMC) shall include cost on account of all repair and maintenance of all the air conditioners, replacement of spare parts / mechanical parts thereof, oiling, chemical washing/ cleaning, greasing (general servicing), gas filling, replacement of filter and replacement/ repair of any or all the parts of A.C. machines including replacement of motors,

replacement of faulty compressor by getting from VOLTAS & CARRIER MEDIA, Voltage stabilizer, drain hose, insulation foam etc during the currency of the contract at the exclusive risk, responsibility and cost of the Contractor. For getting compressors from VOLTAS and CARRIER MEDIA NIT,Trichy will share the information. **The compressors are under warranty by VOLAS and CARRIER MEDIA. In brief, the department shall not bear any cost for anything whatsoever after the air conditioner units have been handed over to the Contractor for maintenance.**

3. 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 shall take the complaints (24X7) from our website portal <http://emc.nitt.edu/login.php>
- d) 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.
- e) 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.
- f) The spare parts supplied/replaced by the contractor should be brand new /original one and from the reputed manufacturers / 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.
- g) Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.
- h) The technicians deputed for the job shall be skilled and have sufficient experience.
- i) All parts like Stabilizers, gas charging, fans, motors, condensers etc. repaired / replaced shall have performance guarantee for at least 12 months.

4. 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.

5. SAFETY PRACTICES

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

6. 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 & employers liability insurance.
- Any other insurance required under law or regulations.
- Accident or injury to workmen.

7. 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 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 contractors 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.

8. 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 exclusive of service tax and the same shall be charged in addition to the applicable rate.
- 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 45 days from the date of the receipt of the invoice to the Contractor if every things in order.**

- d) The charges shall be valid for a period of two year. 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 mad in Indian currency by means of Account payee cheque/RTGS/NEFT. The Contractor submit their Bank account details with invoice.
- g) Client shall be entitled to deduct in accordance with Applicable Law, Income Tax or withholding tax or other deductions (as the case may be), from any payments made to the Contractor, and the amount so deducted shall be deemed to be a payment made to the Contractor. Client shall provide a certificate certifying the deduction so made.
- h) 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.
- i) 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.

9. 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 Force Majure or 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:
- b) If the contractor fails to mobilize at site / report for work within a period of one week, the liquidated damages will be computed @ 0.5 % for the delay per week or part thereof Subject to a maximum of 5% (Five percent) of the VALUE OF CONTRACT.
- c) If monthly/half yearly servicing/breakdowns had not been completed within the time period of the activity, the liquidated damages will be computed @ 1% of the corresponding rate in the CONTRACT for the delay per week or part thereof Subject to a maximum of 5% (Five percent) of the VALUE OF CONTRACT.
- d) If compressor of any unit has not been replaced within 05 days, the liquidated damages will be computed @ 1.0 % of the corresponding rate in the contract for delay per week or part thereof, subject to a maximum of 5% (five percent) of the VALUE OF CONTRACT.
- e) In case of delay in attending to the regular service / breakdown calls by the Resident Engineer / Contractor beyond 04 hours, a penalty of Rs.500/- per 12 hours or part thereof shall be imposed by the Client on the Contractor subject to maximum of 10 % of the Value of Contract.
- f) The decision of Client in regard to applicability of compensation for delay shall be final and binding on the CONTRACTOR.

- g) 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 Bills preferred by the Contractor.

10. COMPLIANCE WITH LABOUR LAWS:

- a) 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.

11. 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.

12. JURISDICTION OF COURT:

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

13. DISCLAIMER

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

- a) Members of a Hindu Undivided Family.
- b) Their husband or wife.
- c) 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).

14. 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:-
- 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.

15. 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.

16. MONTHLY & HALF YEARLY SERVICING:

- CAMC of Split and window Air conditioners includes servicing of Air conditioners monthly and half yearly as per the activities mentioned below (Dry Service- monthly and wet service-Quarterly) and attending breakdowns whenever required.

Monthly service:

- a) Cleaning / Replacement of filter.
- b) Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, control circuits, 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. In case of package/Ductable Split AC units.
- h) Cleaning of blower, condenser fan, evaporator and condenser coils.
- i) Over hauling of the AC with chemical washing process.
- j) Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
 - 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 Contract if need arises.
- o) Checking and cleaning of diffusers and ducts in ductable/package type AC units.

Quarterly service:

- a) Complete dismantling of cooling appliances
 - b) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
 - c) Cleaning, de-rusting and washing of all sheet metal parts, condenser, evaporator and Grills and filters.
 - d) Drying up of unit.
 - e) Re-installation and checking of wiring and all the Electrical components.
 - f) Checking of voltage stabilizers.
 - g) Painting of all the air conditioners, if needed.
- The contractor will carry out servicing of air conditioners, once in three month at all stations 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.

17. 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.

18. REPLACEMENT OF COMPRESSORS:

- a) 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 only.
- b) For replacements of compressor under warranty, NIT, Trichy will share the information to get new compressor from VOLTAS/Carrier Media and will not provide any cost for this.

19. ATTENDING OF BREAKDOWN:

- a) Any breakdown call given by the Client's representatives shall be attended immediately by the Resident Engineer. In case contractor's Resident Engineer 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.

20. PERFORMA FOR MONTHLY / QUARTERLY MAINTENANCE:

- a) A general Performa for periodic monthly service and quarterly yearly 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.

21. 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

22. GENERAL CONDITIONS OF CONTRACT

- a) The Annual Maintenance Contract is for the period of one year from 1st October 2015 to 30th September 2016. (Tentative period, it may be vary) 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. 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 shall be required to depute at least **One Supervisor**, 2 technicians, 2 helpers permanently on a daily basis in the Client's premises during the period of the contract for **old Units (Annexure A)**. The Contractor shall be required to depute at least **One Supervisor**, 2 technicians, 2 helpers permanently on a daily basis in the Client's premises during the period of the contract for **new Units (Annexure B)**. No need to provide service technician daily basis for the listed units in **Annexure C**. The contractor shall not change the Supervisor / technicians frequently without our knowledge. One team shall be readily available to attend the break down calls immediately. One team for routine maintenance.

- c) It shall be the duty of the Contractor/Technicians to attend the complaints on the spot of the respective AC Units. Usually the technicians shall work in this office during office hours for six (6) working days except Sunday. However, he shall also attend office on Sundays and holidays and work beyond office hours in case the situation warrants so. Suitable substitute will be provided immediately by the Contractor in case regular technicians proceeds on leave or absent failing which an amount of Rs.500/- per day will be deducted from the quarterly bill submitted by the Contractor.
- d) 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.
- e) The Contractor is advised to inspect the units and ascertain the units status listed in the Annexures before offering.
- f) 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 7 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.
- g) 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.
- h) 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.
- i) 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.
- j) 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.

23. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders.

- a) **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.

- b) **PAN:** The Bidder should be registered with the Income Tax. Relevant proof in support shall be submitted.
- c) **Experience:** The Bidder should have experience in the similar field in Government Departments / Public Sector Undertakings / Other Organisations for the last three years. Relevant proof in support shall be submitted.
- d) **Pre-qualification Eligibility Criteria: Average gross receipts from Air-conditioning service during the last three financial years not less than 30% of estimated value.**

PRICE BID - A	PRICE BID - B	PRICE BID - C
4.5 Lakhs	6.0 Lakhs	46,800 Rupees

24. RIGHT OF ACCEPTANCE:

- a) The NATIONAL INSTITUTE OF TECHNOLOGY reserves 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, pertaining to complaints as and when they occur in Window / Split /floor mounted/ ductable / packaged air conditioners, **voltage stabilizers, 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, PCB board, chord wires, thermostat, relay, drain/water and copper pipe, insulation foam for copper pipes** replacement and whatever parts required for all type ACs. The rates quoted for the AMC 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 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.
- h) The contractor will have to keep sufficient spare parts at site to reduce the breakdown period to minimum possible time.
- i) Tenderers may submit their tender for a specific make and type of AC units for their window, split, ductable split, package units, and chiller units separately or appropriate dealers by fulfilling all other conditions.**
- j) The service persons should have physical fitness to carry out the works. They should not be transferred without clients concurrence.
- k) The Contractor shall take out the complaints from <http://emc.nitt.edu/login.php> throughout out the Day, we will provide access to the site. On attending the complaints, the report shall be hand over to concerned engineer daily to close the complaints and for inspection.
- l) 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.
- m) Any accommodation / Hostel facilities/vehicles/ladders will not be provided strictly for any contractors and their staffs.
- n) The Contractor has to provide high standard of work in disciplined manner and is required to inform about the progress of work to the Assistant Executive Engineer/ Electrical or AE/R&AC on day-to-day basis. A separate attendance will be maintained for their staff members in the office of AE/R&AC.
- o) 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.
- p) 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.
- q) This Annual Maintenance Contract shall be a Comprehensive contract for different types of air-conditioners and for different types of maintenance.

- r) All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail.
- s) Units taken out of the office premises for service at your workshop shall be returned at the earliest and in any case, within 4 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.
- t) 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 EMC – NITT.
- u) Quarterly Bills shall be submitted along with the Service Report acknowledgements (both for Preventive Maintenance Service and for Break-down Maintenance Service) before 10th the following Quarter . Payment shall be made after verification of the Records as per NITT norms.
- v) 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.
- w) The service provider shall provide the sufficient numbers of standby Air- Conditioners and stabilizers for satisfactory service if the units is not serviced in the time.
- x) 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 to the successor-service provider and after receipt of taken over note from the successor-service provider.
- y) The Service Provider is responsible for the payment of Minimum Wages (under Central Act) to the personnel deployed by it. In respect of workers deployed under the AMC contract, the Service Provider shall be solely and exclusively responsible for compliance to all statutory provisions under the Labour Laws and there is NO employer employee relationship between NITT and the workers deployed by the Service Provider.
- z) With a view to enable to the prospective bidders to inspect the Air conditioners before submitting their quotation, it is proposed to convene a pre bid meeting on **21st August,2015 ,11.00AM at NITT premises**, during the course of which, bidders can seek clarification if any in respect of this Tender.

- aa) While some of the ACs have been procured by NIT, Trichy through CPWD, recently and are under Warranty, the Institute may go for procurement of additional ACs in future as on required basis. The contractor would provide AMC for these ACs after completion/expiry of warranty period. Charges for AMC of these ACs would be at the same rate as quoted in the Tender for similar specifications.
- bb) 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
- cc) **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.
- dd) **Clarification of tender Document:** A prospective bidder requiring any clarification of the Tender document may communicate to the contact person given in this notice inviting tender.
- ee) **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.
- ff) The Institute may at its own discretion extend the last date for the receipt of bids.
- gg) 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.
- hh) 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.
- ii) In case of any dispute, the matter will be subject to Tiruchirappalli, Tamil Nadu Jurisdiction only.

FORMAT FOR SUBMITTING TECHNICAL BID

(To be submitted in a separate sealed envelope-1)

Sl. No.	Description	Information/ Compliance
1.	Do you unconditionally agree with all Terms and Conditions stipulated in the Tender Document? (Yes/No)	
2.	Details of Tender Fees remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
3.	Details of EMD remittance	Amount: Rs.: DD Number : Date : Name of Bank : Payable at :
4.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
5.	Year of Establishment / Incorporation / commencement of Concern	
6.	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
7.	Legal Status of the bidder (In the case of Partnership Firm, authenticated copy of Partnership Deed, in the case of Private or Public Limited Company authenticated copy of Memorandum and Articles of Association and in the case of Proprietary concern, Proprietary Firm Registration Certificate should be enclosed as documentary proof)	
8.	Profile containing name, educational qualifications, occupation and postal address of Proprietor / Partners/ Directors/ Managing Director/ Chairman and Managing Director (please use separate sheet if found necessary)	
9.	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)	

10.	Name and Designation of the Contact Person/ Representative/ Manager of the Successful bidder/ firm/ company with mobile number & email ID				
11.	Average gross receipts from Air-conditioning service during the last three financial years (2011 – 2014)	Years	Price Bid- A	Price Bid- B	Price Bid - C
		2011-12			
		2012-13			
		2013-14			
12.	Are your firm/ company carrying out any other trade/ business in addition to Manpower / personnel hiring services? Furnish particulars of other trade/ business carried out.				
13.	Total experience (years/ months) in this field				
14.	Average/Annual Turnover in last three years from business.				
15.	Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?				
16.	Man Power strength Designation wise				
17.	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.				
18.	Income Tax Permanent Account Number (Self attested Copy of PAN Card to be enclosed)				
19.	Income Tax Assessment Completion Certificates/ Assessment Orders for the financial years 2012-13, 2013-14 and 2014-15 (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)				
20.	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				

21.	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.	
22.	Service Tax Registration Number (Self attested Proof to be attached).	
23.	Name and address of your banker	
24.	Brief details of Litigations, if any, connected with Manpower Hiring Services work, Current or during the last three years, the opposite party and the disputed amount.	
25.	Specify whether there are any issues / disputes against your successful bidder/ firm/ company before the commissioner of Provident Fund, Employees State Insurance, Labour Tribunal Authorities, etc.,	
26.	Give details of Termination of previous contract, if any	
27.	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	

28.	Details of ONGOING CONTRACTS : The following should be enclosed: (a) Work Orders and Contract/ Agreement copies (b) Attach separate sheet for each job/ work						
Serial No.	Name and address of the client Institution 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 / personnel deployed	Period of contract		
					From	To	

29.	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						
	Serial No.	Name and address of the client 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
30.	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.						
31.	Details of quality certifications, if any, obtained viz						
32.	Details of Awards, if any received or Reviews in the Media, if any						
33.	Performance certificate from the Customers					Enclose separately	

Signature of the bidder with Name and Seal

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 **10% / 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 “Client” which expression shall include his successors and assigns), and whose principal place of office is at National Institute of Technology, TIRUCHIRAPPLLI 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.

- I. 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/AEE(E)/AE R&AC)/ENQ.NO:25/AC AMC/2015 dated 07/08/2015.
- 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 Client
- III. **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].
- IV. 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.
- V. 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.
- VI. 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.
- VII **AND WHERES** 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.

VIII. The Client 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 Client.
 - ii. The complete Bid, as submitted by the Contractor.
 - iii. The Addenda, if any, issued by the Client.
 - 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)

REPORTING FORMAT FOR MONTHLY SERVICE OF AIR CONDITIONER

DETAIL OF AIR CONDITIONER:

DATE:

- 1. MAKE ----- CAPACITY. -----
- 2. MODEL NO. & SERIAL NO:
- 3. COMPRESSOR MAKE/MODEL & SR. NO. _____
- 4. LOCATION:

JOBS TO BE ATTENDED

- (a) Checking of compressor current & voltage Amp. _____ Volts _____
- (b) Checking of Electrical components and loose connections.
- (c) Checking of blower fan motor bushes and ply etc.
- (d) Cleaning of air filter and evaporator/condenser coil assembly with air blower /compressed air.
- (e) General checking and tightening of screws, nuts and bolts etc.
- (f) Lubricating fan / Blower motors.
- (g) General checking of voltage stabilizers.
- (h) Checking of Ground Connections
- (i) Checking of drainage water lines
- (j) Customer Remarks

History

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

Name & Signature of Technician

Client's representative name & Signature

Signature of Assistant Engineer/R&AC

REPORTING FORMAT FOR QUARTERLY SERVICING OF AIRCONDITIONER

DETAIL OF AIR CONDITIONER:

DATE:

- 1. MAKE ----- CAPACITY. -----
- 2. MODEL NO. & SERIAL NO:
- 3. COMPRESSOR MAKE/MODEL & SR. NO. _____
- 4. LOCATION:

JOBS TO BE ATTENDED

- a) Checking of compressor current & voltage Amp. _____ Volts _____
- b) Checking of Electrical components and loose connections.
- c) Checking of blower fan motor bushes and ply etc.
- d) Cleaning of air filter and evaporator/condenser coil assembly with air blower /compressed air.
- e) General checking and tightening of screws, nuts and bolts etc.
- f) Lubricating fan / Blower motors.
- g) General checking of voltage stabilizers.
- h) Checking of Ground Connections
- i) Checking of drainage water lines
- j) Customer Remarks

History

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

Name & Signature of Contractor's

Client's representative name &Signature

Signature of Assistant Engineer/R&AC

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 Manpower Hiring Services 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

S.No.	DEPARTMENT	CAPACITY AND QUANTITY											Total TR	Remarks
		1.0 TR (W)	1.5 TR (W)	2.0 TR (c)	1.5 TR (S)	2.0 TR (S)	5.50 TR (DS)	8.75 TR (DS)	11.0 TR (P)	10.0 TR (P)	16.5 TR (P)	22.00 TR (chiller)		
01.	ADMIN BLOCK /SENATE/A-13		02		37	36		04					165.50	
02.	ARCHITECTURE				02	01							05.00	
03.	BARN HALL				04	00							06.00	
04.	CEESAT				10	07							29.00	
05.	CHEMICAL	01	01		06	04							19.50	
06.	CHEMISTRY	00			02	02							07.00	
07.	CIVIL				02	07							17.00	
08.	CSG				01	00			02		04	03	155.50	
09.	DIRECTOR BUNGLOW				05	01							09.50	
10.	ECE/Motorla				00	13		02					43.50	
11.	EEE/Gallery hall				00	04		04					43.00	
12.	ESTATE OFFICE				01	02							05.50	
13.	GUEST HOUSE - OLD	13	02		05	01							25.50	
14.	GUEST HOUSE –NEW				32	08							64.00	
15.	HOSPITAL				03	00	01						10.00	
16.	HOSTEL/OPAL				02	00							03.00	
17.	HOSTEL OFFICE				02	00							03.00	
18.	ICE				00	11							22.00	
19.	IIM – (Phys –annex)				00	08							16.00	
20.	IT CENTRE- CSE/CA				01	00		05	04				89.25	
21.	LECTURER HALL				02	01		04					40.00	
22.	LIBRARY				00	10							20.00	
23.	LYSIUM				01	15							31.50	
24.	MBA	01			00	14							29.00	
24.	MECHANICAL				02	01							05.00	
05.	MME BUILDING –Powder		01		07	08							28.00	
26.	PHYSICS				02	01							05.00	
27.	PROCUCTION				06	11							31.00	
28.	T & P		01		05	10							29.00	
	TOTAL QTY = 371 UNITS	15	07	00	140	176	01	19	06	00	04	03	957.25	

Annexure B:**FOR COMPREHENSIVE AMC (EXCLUDING COMPRESSOR) AC UNITS.**

S.No.	DEPARTMENT	CAPACITY AND QUANTITY											Total TR	Remarks
		1.0 TR (W)	1.5 TR (W)	2.0 TR (c)	1.5 TR (S)	2.0 TR (S)	5.50 TR (DS)	8.75 TR (DS)	11.0 TR (P)	10.0 TR (P)	16.5 TR (P)	22.00 TR (chiller)		
28.	Faculty AC				296	00							444.00	cuw
29.	Labs				00	24							48.00	cuw
30.	Lab				05	20							47.50	cuw
31.	Hospital				10	01							17.00	cuw
32.	Barn Hall				60	00							090.00	cuw
33.	Barn hall stage				00	06							12.00	cuw
34.	Barn hall green -1				00	02							04.00	cuw
35.	Barn hall green -2				00	02							04.00	cuw
36.	VIP - Entrance				00	02							04.00	cuw
37.	Guest House (R- 01)				03	00							04.50	cuw
38.	Guest House (R 03)				03	00							04.50	cuw
39.	Hospital rooms				04	00							06.00	Full warranty
40.	LH Room No: 07				00	04							08.00	cuw
41.	Old guest house dining hall				00	02							04.00	cuw
42*.	Purchased for Hostels (under installation) will be added later Voltas - Inverter Model				105	212							581.50	Full warranty
	Total Voltas Units=761+39**				486	275							1279.00	

Annexure C:

43	LH Room No: (5,6,7,8,10,11,108,110,111,112) Carrier Media - make Cassette Type			40									80.00	CUW
44.	MBA HALL Carrier Media - make Cassette Type			12									24.00	Full warranty
Total tonnage												104.00		
Total number of units - Voltas Make : 761+ 39 = 800														
Total number of units - Carrier Media Cassette = 52														

CUW –Compressor under warranty ** Left out

FORMAT FOR SUBMITTING PRICE BID - A**(To be submitted in a separate sealed envelope-1)**

S.No.	TYPES OF AC UNITS	MAKE **	Rate per unit Rs. P.	No. of Units Approximately	Total cost Rs. P.
01.	1.00 TR window	VO		15	
02.	1.50 TR window	SA/LL/VO/CA		07	
03.	1.5 TR Hi wall/Floor Mount Split AC	CA/VD/BS/VO/SA/LG		130	
04.	2.00 TR Hi wall/Floor Mount Split AC	VO/CA/VD/BS/LG/DK		166	
05.	1.50 TR Invertor split AC	VO/CA/VD		10	
06.	2.00 TR Invertor split AC	VO/CA/VD		10	
07.	5.5 TR Ductable split AC	BS		01	
08.	8.75 TR Ductable split AC	ETA/VO/BL		19	
09.	11.00 TR Package AC	BS		06	
10.	16.50 TR Package AC	BS		04	
11.	22.00 TR Chiller AC	VO		03	
Total Cost					
Service Tax 14%					
Nett Amount (Rupees in words)					

**

VO -VOLTAS	SA- SAMSUNG	LL -LLYOD	CA-CARRIER	LG - LG	BS - BLUE STAR
ETA - ET	VD -VIDEOCON	DA -DAIKIN	AM - AMTRES	CM-CARRIER MEDIA	

FORMAT FOR SUBMITTING PRICE BID - B

(To be submitted in a separate sealed envelope-2) - Less than 2 years old

S.No.	TYPES OF AC UNITS	MAKE	Rate per unit Rs. P.	No. of Units Approximately	Total cost Rs. P.
01.	1.50 TR Hi wall Split AC	VOLTAS		360	
02.	2.00 TR Hi wall Split AC	VOLTAS		060	
03.	1.50 TR Invertor Split AC	VOLTAS		155	
04.	2.00 TR Invertor Split AC	VOLTAS		225	
Total Cost					
Add Service Tax 14%					
Nett Amount (Rupees in words)					

Note: The Compressor have warranty period and cost for getting compressor should be included in the Price bid offer if any.

FORMAT FOR SUBMITTING PRICE BID - C

(To be submitted in a separate sealed envelope-3) - Less than 2 years old

S.No.	TYPES OF AC UNITS	MAKE	Rate per unit Rs. P.	No. of Units Rs. P.	Total Amount Rs. P.
01.	2.00 TR Cassette Type AC	Carrier Media		52	
Total Cost					
Add Service Tax 14%					
Nett Amount (Rupees in words)					

Note : The Compressor have warranty period and cost for getting compressor should be included in the Price bid offer if any.