



# NATIONAL INSTITUTE OF TECHNOLOGY

## TIRUCHIRAPPALLI – 15

Web: [www.nitt.edu](http://www.nitt.edu)

Phone:0431-2503457

### e-Procurement Notice

**Ref:** NITT/F.No.UG 001/NON-PLAN 2020-21/DSW/DT.21.04.2020

Online tenders are hereby invited **in two cover system** from Reputed Agencies/Firms for Annual Maintenance Contract of Swimming Pool and providing life Guard, Trainer, Cleaning & security of Swimming Pool situated at National Institute of Technology, Tiruchirappalli-620 015. for a period of 1 (One) year. Depending upon the performance, the management of NIT, Tiruchirappalli may accept the offer of renewal of the contract for a further period of 1 year (1+1 year on annual basis).

Bidders can download complete set of bidding documents from e- procurement Platform <https://eprocure.gov.in/eprocure/app> from **21.04.2020 (03.00 PM)** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

**Last Date/ Time for receipt of bids through e-procurement is:** 18.05.2020 (03.00 PM) (Server time).

Late bids shall not be accepted.

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

### CRITICAL DATE SHEET

<b>Published Date</b>	<b>21.04.2020 (03.00 PM)</b>
<b>Bid Document Download Start Date</b>	<b>21.04.2020 (03.00 PM)</b>
<b>Clarification Start Date</b>	<b>21.04.2020 (03.00 PM)</b>
<b>Clarification End Date</b>	<b>08.05.2020(11.00AM)</b>
<b>Pre bid meeting Venue of Pre-bid Meeting</b>	<b>08.05.2020(11.00AM), Administrative Building National Institute of Technology, Tiruchirappalli.</b>
<b>Bid Submission Start Date</b>	<b>09.05.2020 (03.00 PM)</b>
<b>Bid Submission End Date</b>	<b>18.05.2020 (03.00 PM)</b>
<b>Bid Opening Date(Technical)</b>	<b>19.05.2020 (03.00 PM)</b>
<b>Bid Opening Date(Price)</b>	Will be announced after technical evaluation

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

This E-Tender is created and published as per the Recommendations and Approval of the respective Purchase Committee. For further queries / clarifications please contact the contact details available in Section III. BID Data Sheet (BDS).

# NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Department of Metallurgical and Materials Engineering

Web: [www.nitt.edu](http://www.nitt.edu)

Phone: 0431-2503457



## Tender Document (e - Procurement)

Tender Notification No	:	NITT/F.No.UG 001/NON-PLAN 2020-21/DSW
Date	:	21.04.2020
Name of the Department	:	DEPARTMENT OF PHYSICAL EDUCATION
Name of the work	:	AMC of Swimming Pool and providing life Guard, Trainer, Cleaning & security of Swimming Pool situated at NIT, TRICHY
Period of Contract	:	One Year
EMD Amount	:	Rs.20000/- (Rupees twenty thousand only)
Last Date & Time of submission of Tender	:	18.05.2020 (03.00 PM)
Address for submission of Tender	:	THE DIRECTOR, NIT TIRUCHIRAPPALLI- 15 KIND ATTENTION TO: Dr. J. Jerald, Associate Dean (Students Welfare)
Date & Time of opening of technical bid	:	19.05.2020 (03.00 PM)

## Checklist for Bid / Tender Submission

(The following check-list must be filled in and submitted with the bid documents)

Sl.No.	Particulars	Yes / No
1.	Have you attached the techno commercial unpriced bid form duly filled in appropriately?	
2.	Have you attached a copy of the last three years audited balance sheet of your firm	
3.	Have you attached the copy of the GSTIN certificate	
4.	Have you attached the details of the income tax return certificate, proof of manufacturing unit/ dealership letter/ general order suppliers and copy of Central / State sales tax registration certificate?	
5.	Have you attached the copies of relevant work orders from Govt. Depts. / PSUs and Central Autonomous Bodies?	
6.	EMD: Have you submitted EMD asked for (as specified in BDS). <b>If the bidder requesting EMD exemption, kindly attached copy of the NSIC / MSME (Certificate should be visible, if not visible the bidder will be disqualified).</b>	
7.	Have you uploaded filled in Technical forms in Excel sheet	
8.	Have you uploaded the PDF of filled in Technical form of Excel Sheet	
9.	Have you submitted samples of all items indicated in the respective schedule of requirements at the address of tender inviting authority within due date.(if applicable as mentioned in the specification and requirements)	
10.	Have you enclosed the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial unpriced bid?	
11.	Have you submitted the bids both techno commercial unpriced and priced bid separately for each tender?	
12.	Have you enclosed the statement of deviations from financial terms and conditions, if any?	
	<b>PRICE BID</b>	
1.	Have you signed and attached the priced bid form?	
2.	Have you attached the schedule of requirements duly priced?	

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# **Part - 1 Bidding Procedures**

NIT, Tiruchirappalli

## Section I: Instructions for Online Bid Submission

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

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

and then send along with bid documents during bid submission. This will facilitate the bid submission process faster by reducing upload time of bids.

15. Bidder should submit the Tender Fee / EMD as specified in the tender. The hard copy should be posted / couriered / given in person to the Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.
16. The bidder has to select the payment option as offline to pay the Tender FEE / EMD as applicable and enter details of the instruments.
17. The details of the DD / any other accepted instrument, physically delivered, should tally with the details available in the scanned copy and the data entered during bid submission time, otherwise submitted bid shall not be acceptable or liable for rejection.
18. While submitting the bids online, the bidder shall read the terms and conditions and may accept the same to proceed further to submit the bid packets.
19. The bidder has to digitally sign and upload the required bid documents one by one as indicated. Very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read, understood and agreed with all clauses of the bid document including General conditions of contract without any exception.
20. The bidder has to upload the relevant files required as indicated in the cover content. In case of any irrelevant files, the bid may be rejected.

#### **PRICE BID**

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

#### **EVIDENCE FOR ONLINE BID SUBMISSION**

24. After the bid submission (i.e. after Clicking “Freeze Bid Submission” in the portal), the acknowledgement number indicated by the system should be printed by the bidder and kept as a record of evidence for online submission of bid for the particular tender and also be used as entry pass to participate in the bid opening.
25. All the data being entered by the bidders would be encrypted using Public Key Infrastructure (PKI) encryption techniques to ensure the secrecy of the data. The data entered is not retrievable by unauthorized persons during the bid submission and until the time of bid opening by any person.
26. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers’ public keys. Overall, the uploaded tender

documents become readable only after the tender opening by the authorized bid openers.

27. The confidentiality of the bids is maintained with the use of Secured Socket Layer (SSL) 128 bit encryption technology. Data storage encryption of sensitive fields is done.
28. The bidder should logout of the tendering system using the normal logout option available at the top right hand corner and not by selecting the (X) exit option in the browser.
29. For any queries regarding e-Tendering process, the bidders may contact at address as provided in the tender document. Parallely for any further queries, the bidders are advised to contact over phone : **1-800-233-7315, 0120-4001005** or send an E-mail to [cppp-nic@nic.in](mailto:cppp-nic@nic.in).

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NIT, Tiruchirappalli

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## Section II. Instructions to Bidders

		<b>A.General</b>
<b>1</b>	<b>SCOPE OF BID</b>	
		<p><b>Annual Maintenance Contract of Swimming Pool and providing life Guard, Trainer, Cleaning &amp; security of Swimming Pool situated at National Institute of Technology, Tiruchirpalli-620 015.</b></p> <p>Through out these Bidding Documents unless the context otherwise requires:“</p> <p>a. ‘in writing ’ means communicated in written form (e.g. by mail, e-mail, fax, telex) with proof of receipt;</p> <p>b. “ Institution means National Institute of Technology, Tiruchirappalli’</p>
<b>2</b>	<b>ELIGIBLE BIDDERS</b>	
2.1	A Bidder may be a firm, a company, a Limited Liability Partnership (LLP), a government-owned entity or any combination of such entities in the form of a Joint Venture (JV) under an existing agreement.	
2.2	In the case of a joint venture, all members shall be jointly and severally liable for the execution of the contract in accordance with the Contract terms. The JV shall nominate a Représentative who shall have the authority to conduct all business for and on behalf of any and all the members of the JV during the bidding process and during the contract execution in the event the JV is awarded the contract.	
2.3	A Bidder shall not have a conflict of interest. Any Bidder found to have a conflict of interest shall be disqualified. A Bidder may be considered to have a conflict of interest for the purpose of this bidding process, if the Bidder:	
	a	directly or indirectly controls, is controlled by or is under common control with another Bidder; or
	b	receives or has received any direct or indirect subsidy from another Bidder; or
	c	has the same legal representative as another Bidder; or
	d	has a relationship with another Bidder, directly or through common third parties, that puts it in a position to influence the bid of another Bidder, or influence the decisions of the Purchaser regarding this bidding process; or
	e	Participates in more than one bid in this bidding process. Participation by a Bidder in more than one Bid shall result in the disqualification of all Bids in which such Bidder is involved. This, however does not limit the inclusion of the same subcontractor in more than one bid; or
	f	Has a close business or family relationship with a professional staff of the Purchaser (or of the project implementing agency, or of a recipient of a part of the loan) who: <ul style="list-style-type: none"> <li>(i) are directly or indirectly involved in the preparation of the bidding documents or specifications of the contract, and/or the bid evaluation process of such contract; or</li> <li>(ii) would be involved in the implementation or supervision of such contract.</li> </ul>
2.4	A foreign firm and individual may be ineligible if as a matter of law or regulations, India prohibits commercial relations with the country of bidder.	
2.5	A Bidder shall provide such evidence of eligibility satisfactory to the Purchaser, as the Purchaser shall reasonably request.	

<b>3</b>	<b>CONTENTS OF BIDDING DOCUMENT</b>	
	3.1	The Bidding Documents consist of Parts 1, 2, 3 and 4, which include all the Sections indicated below, and should be read in conjunction with any Addenda if any, issued.
	3.2	The Invitation for Bids issued by the Purchaser is not part of the Bidding Document.
	3.3	Unless obtained directly from the Purchaser, the Purchaser is not responsible for the completeness of the document, responses to requests for clarification, the Minutes of the pre- Bid meeting (if any), or Addenda to the Bidding Document. In case of any contradiction, documents obtained directly from the Purchaser shall prevail.
	3.4	The Bidder is expected to examine all instructions, forms, terms, and specifications in the Bidding Documents and to furnish with its Bid all information or documentation as required by the Bidding Documents.
<b>4</b>	<b>CLARIFICATION OF BIDDING DOCUMENTS, SITE VISIT, PRE-BID MEETING</b>	
	4.1	A Bidder requiring any clarification of the Bidding Document shall contact the Purchaser in writing at the Purchaser's address specified in the BDS or raise its enquiries during the pre-bid meeting if provided. The Purchaser will respond in writing to any request for clarification, provided that such request is received prior to the deadline for submission of bids within a period specified in the BDS.
	4.2	The Bidder is advised to visit and examine the project site and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for procurement of Goods. The costs of visiting shall be at the Bidder's own expense
	4.3	The Bidder's designated representative is invited to attend a pre-bid meeting. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.
	4.4	The Bidder is advised to submit any questions in writing to reach the Purchaser not beyond one week preceding the meeting.
	4.5	Minutes of the pre-bid meeting, if applicable, including the text of the questions asked by Bidders, without identifying the source, and the responses given, together with any responses prepared after the meeting, will be transmitted promptly to all Bidders who have acquired the Bidding Documents. Any modification to the Bidding Documents that may become necessary as a result of the pre-bid meeting shall be made by the Purchaser exclusively through the issue of an addendum and not through the minutes of the pre-bid meeting. Absence in the pre-bid meeting shall not be a cause for disqualification of a Bidder.
<b>5</b>	<b>Amendment of Bidding Document</b>	
	5.1	At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by corrigendum. In case of e-procurement, corrigendum / amendment shall be published on <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> .
	5.2	Any addendum issued shall be part of the Bidding Documents and shall be communicated in writing to all who have obtained the Bidding Documents from the Purchaser. The Purchaser shall also promptly publish the addendum on the Purchaser's webpage.
	5.3	The Purchaser may, at its discretion to give prospective Bidders reasonable time in which to take an addendum into account in preparing their bids, extend the deadline for the submission of bids.
<b>C.PREPARATION OF BIDS</b>		
<b>6</b>	<b>LANGUAGE OF BID :</b>	
	The Bid, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser, shall be written in the language specified in the BDS. Supporting documents	

	and printed literature that are part of the Bid may be in another language provided they are accompanied by an accurate translation of the relevant passages into the language specified in the BDS, in which case, for purposes of interpretation of the Bid, such translation shall govern.
<b>7</b>	<b>Documents Comprising the Bid</b> The tender/Bid shall be submitted online in two part, viz., Technical Bid and Commercial Bid.
7.1	<b>TECHNICAL BID</b> The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:
a	Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid) and Tender Acceptance Letter,);
b	Scanned copy of the completed Schedules
c	Scanned copy of Bid Security or copy of proof for submission of Tender Document Fee/ Earnest Money Deposit etc.;
d	Scanned copy of written confirmation authorizing the signatory of the Bid to commit the Bidder;
e	Scanned copy of documentary evidence establishing the Bidder's qualifications to perform the contract if its bid is accepted and the Bidder's eligibility to bid;
f	Scanned copy of <ul style="list-style-type: none"> <li>i. documentary evidence, that the Goods and Related Services to be supplied by the Bidder are of eligible origin and</li> <li>ii. conform to the Bidding Documents, and</li> <li>iii. any other document required in the BDS;</li> </ul>
g	Scanned copy of Pre-Qualification Details as per Section-IV like PAN/GST etc.
h	EMD Returning Form.
i	Mandate Form For Electronic Fund Transfer/RTGS Transfer.
j	Technical Bid. The Technical specifications format is available in Excel sheet <b>TECHNICAL.xls</b> in this E-Tender document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to download <b>TECHNICAL.xls</b> and fill their specifications in the prescribed column and upload the same in the Technical bid along with other required documents. The hard copy of the filled in Technical specifications (Excel) to be scanned and to be uploaded in PDF.
7.2	<b>COMMERCIAL BID</b> The commercial bid comprises of: <ul style="list-style-type: none"> <li>i. Scanned copy of Tender Form (Price Bid)</li> <li>ii. Price BID in the form of BoQ_XXXXX.xls.</li> <li>iii. Scanned copy of item wise break up of price bid.</li> </ul> The Price bid format is provided a BoQ_XXXXX.xls along with this Tender Document at <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> . Bidders are advised to download this BoQ_XXXXX.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR or CURRENCY (for other than INR) but it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.
7.3	The Bidder shall furnish in the Tender Forms information on commissions and gratuities, if any, paid or to be paid to agents or any other party relating to this Bid.
<b>8</b>	<b>Tender Forms (Technical and Price) and Price Schedule(BOQ)</b> Tender Forms and Price Schedules (Bill of Quantity-BOQ) shall be prepared using the relevant forms furnished in Section IX, Bidding Forms and BOQ provided. The forms must be completed without any alterations to the text, and no substitutes shall be accepted. All blank spaces shall be filled in with the information requested.

9		<b>Alternative Bids</b> Unless otherwise specified in the BDS, alternative bids shall not be considered
10	10.1	<b>Bid Prices and Discounts</b> The prices and discounts quoted by the Bidder in the Tender Forms and in the Price Schedules (BOQ) shall conform to the requirements specified as under.
		a All lots (contracts) and items must be listed and priced separately in the Price Schedules (BOQ).
		b The price to be quoted in the Tender Forms shall be the total price of the bid, excluding any discounts offered.
		c The Bidder shall quote any discount and indicate the methodology for their application in the Tender Forms.
		d Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account, unless otherwise specified in the BDS. A bid submitted with an adjustable price quotation shall be treated as non-responsive and shall be rejected. However, if in accordance with the BDS, prices quoted by the Bidder shall be subject to adjustment during the performance of the Contract, a bid submitted with a fixed price quotation shall not be rejected, but the price adjustment shall be treated as zero.
	10.2	Bids are being invited for individual lots (contracts) or for any combination of lots (packages). Unless otherwise specified in the BDS, prices quoted shall correspond to 100% of the items specified for each lot and to 100% of the quantities specified for each item of a lot. Bidders wishing to offer discounts for the award of more than one Contract shall specify in their bid the price reductions applicable to each package, or alternatively, to individual Contracts within the package. Discounts shall be submitted provided the bids for all lots (contracts) are opened at the same time.
	10.3	Prices shall be quoted as specified in each Price Schedule (BOQ) as provided. The disaggregation of price components is required solely for the purpose of facilitating the comparison of bids by the Purchaser. This shall not in any way limit the Purchaser's right to contract on any of the terms offered. In quoting prices, the Bidder shall be free to use transportation through carriers registered in any eligible country. Similarly, the Bidder may obtain insurance services from any eligible country. Prices shall be entered in the following manner:
		a For Goods manufactured in India: 1. GST payable on the Goods, if the contract is awarded to the Bidder ; and 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS ;
		b For Goods manufactured outside India, to be imported 1. The price of the Goods quoted under Carriage and Insurance Paid (CIP) Model up to named place of destination in India as specified in the BDS ; 2. The price for inland transportation, insurance, and other local services required to convey the Goods from the named place of destination to their final destination (Project Site) specified in the BDS;
		c For Related Services, other than inland transportation and other services required to convey the Goods to their final destination, whenever such Related Services are specified in the Schedule of Requirements: 1. The price of each item comprising the Related Services (inclusive of any applicable taxes)
11		<b>Currencies of Bid and Payment:</b> The currency(ies) of the bid and the currency(ies) of payments shall be as specified in the BDS. The Bidder shall quote in Indian Rupees.
12	12.1	<b>Documents Establishing the Eligibility and Qualifications of the Bidder</b>

		To establish Bidder's their eligibility, Bidders shall complete the Tender Form (Techno Commercial Un-Priced Bid & Priced Bid), included in Section-IX, Bidding Forms.
	12.2	The documentary evidence of the Bidder's qualifications to perform the contract if its bid is accepted shall establish to the Purchaser's satisfaction:
		a that, if required in the BDS, a Bidder that does not manufacture or produce the Goods it offers to supply shall submit the Manufacturer's Authorization using the form included in Section IX, Bidding Forms to demonstrate that it has been duly authorized by the manufacturer or producer of the Goods to supply these Goods in India;
		b that, if required in the BDS, in case of a Bidder not doing business within India, the Bidder is or will be (if awarded the contract) represented by an Agent in the country equipped and able to carry out the Supplier's maintenance, repair and spare parts-stocking obligations prescribed in the Conditions of Contract and/or Technical Specifications;
<b>13</b>	13.1	<b>Period of Validity of Bids</b> Bids shall remain valid for the period specified in the BDS after the bid submission deadline date prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.
	13.2	In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses there to shall be made in writing. A Bidder may refuse the request without forfeiting its Earnest Money Deposit (EMD). A Bidder acceding to the request will neither be required nor permitted to modify the bid.
<b>14</b>	14.1	<b>Bid Security</b> The Bidder shall furnish as part of its bid, a bid security, as specified in the BDS, in original form the amount and currency as specified in the BDS.
	14.2	If a bid security is specified, the bid security shall be a
		a Demand Draft
		b An unconditional guarantee issued by a Bank. of a reputed source from an eligible country. If the unconditional guarantee is issued by a financial institution located outside India, the issuing financial institution shall have a correspondent financial institution located in India to make it enforceable The bid security shall be valid for forty five (45) days beyond the original validity period of the bid, or beyond the extended period.
	14.3	If a Bid Security is specified, any bid not accompanied responsive Bid Security, shall be rejected by the Purchaser as non-responsive.
	14.4	The successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.5	The Bid Security of the successful Bidder shall be returned as promptly as possible once the successful Bidder has signed the contract and furnished the required performance security.
	14.6	The Bid Security of the bidder may be forfeited or the Bid Securing Declaration executed:
		a if he withdraws from the bid during the period of bid validity specified by the Bidder on the Tender Forms, or any extension thereto provided by the Bidder ; or
		b if he being successful Bidder fails to: <ul style="list-style-type: none"> <li>i. sign the Contract; or</li> <li>ii. furnish a performance Security</li> </ul>
	<b>D.SUBMISSION AND OPENING OF BIDS</b>	
<b>15</b>		<b>Sealing and Marking of Bids:</b> The Bidder shall submit the bids electronically, through the e-procurement system ( <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> ). 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.

16		<b>Deadline for Submission of Bids:</b> 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.
17		<b>Late Bids:</b> 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
18		<b>Withdrawal, Substitution, and Modification of Bids:</b> 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.
19	19.1	<b>Bid Opening:</b> 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 <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> 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.
	19.2	The withdrawn bid will be available in the system therefore will be considered, 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.
	19.3	The Purchaser shall prepare a record of the bid opening that shall include; the name of the Bidder; whether there is a withdrawal, substitution, or modification; the Bid Price including any discounts and alternative bids; and the presence or absence of a bid security, if one was required. The Bidders' representatives who are present in the office of the Purchaser to witness the bid opening shall be requested to sign the record. The omission/refusal of a Bidder's signature on the record shall not invalidate the contents and effect of the record. A copy of the record shall be made available on the e-procurement system.
		<b>E. Evaluation and Comparison of Bids</b>
20	20.1	<b>Confidentiality:</b> Information relating to the evaluation of bids and recommendation of contract award shall not be disclosed to bidders or any other persons not officially concerned with the bidding process until information on Contract Award is communication to all Bidders.
	20.2	No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Purchaser it should be done in writing.
	20.3	Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.
21	21.1	To assist in the examination, evaluation, comparison of the bids, and qualification of the Bidders, the Purchaser may, at its discretion, ask any Bidder for a clarification of its Bid. Any clarification submitted by a Bidder in respect to its Bid and that is not in response to a request by the Purchaser shall not be considered. The Purchaser's request for clarification and the response shall be in writing. No change, including any voluntary increase or decrease, in the prices or substance of the Bid shall be sought, offered, or

		permitted, except to confirm the correction of arithmetic errors discovered by the Purchaser in the Evaluation of the bids.
	21.2	If a Bidder does not provide clarifications of its bid by the date and time set in the Purchaser's request for clarification its bid may be rejected.
<b>22</b>	22.1	<b>Determination of Responsiveness:</b> The Purchaser's determination of a bid's responsiveness is to be based on the contents of the bid itself.
	22.2	A substantially responsive Bid is one that meets the requirements of the Bidding Documents without material deviation, reservation, or omission.
	22.3	The Purchaser shall examine the technical aspects of the bid submitted in accordance with instructions specified in tender document, in particular, to confirm that all requirements enumerated in the 'Schedule of Requirements' Section-VI have been complied with, without any material deviation or reservation or omission.
	22.4	If a bid is not responsive to the requirements of Bidding Documents, it shall be rejected by the Purchaser and may not subsequently be made responsive by correction of the material deviation, reservation or omission.
<b>23</b>		<b>Conversion to Single Currency:</b> For evaluation and comparison purposes, the currency(ies) of the Bid shall be converted in a single currency as specified in the BDS.
<b>24</b>		<b>Margin of Preference:</b> Unless otherwise specified in the BDS, a margin of preference shall not apply.
<b>25</b>	25.1	<b>Evaluation of Bids:</b> The Purchaser shall use the criteria and methodologies listed in this Clause. No other evaluation criteria or methodologies shall be permitted.
	25.2	To evaluate a Bid, the Purchaser shall consider the following:
	a	Evaluation will be done for Items or Lots (contracts), as specified in the BDS; and the Bid Price.
	b	price adjustment due to discounts offered;
	c	converting the amount resulting from above, if relevant, to a single currency
	d	price adjustment due to quantifiable nonmaterial nonconformities in;
	25.3	The estimated effect of the price adjustment provisions of the Conditions of Contract, applied over the period of execution of the Contract, shall not be taken into account in bid evaluation.
	25.4	The Purchaser's evaluation of a bid shall exclude and not take into account:
	a	In the case of Goods manufactured in the India, sales and other similar taxes, which will be payable on the goods if a contract is awarded to the Bidder;
	b	in the case of Goods manufactured outside India, already imported or to be imported, customs duties and other import taxes levied on the imported Good, sales and other similar taxes, which will be payable on the Goods if the contract is awarded to the Bidder;
	c	any allowance for price adjustment during the period of execution of the contract, if provided in the bid.
	25.5	The Purchaser's evaluation of a bid may require the consideration of other factors, in addition to the Bid Price quoted. These factors may be related to the characteristics, performance, and terms and conditions of purchase of the Goods and Related Services. The effect of the factors selected, if any, shall be expressed in monetary terms to facilitate comparison of bids.
<b>26</b>		<b>Comparison of Bids:</b> The Purchaser shall compare the evaluated prices of all substantially responsive bids established to determine the lowest evaluated bid. The comparison shall be on the basis of CIP-Carriage and Insurance Paid to (place of destination) prices for imported goods and EXW – Ex Works (named place of delivery) prices, plus cost of inland transportation and insurance to place of destination, for goods manufactured within India, together with prices for any required installation, training, commissioning and other services. The

		evaluation of prices shall not take into account custom duties and other taxes levied on imported goods quoted CIP and sales and similar taxes levied in connection with the sale or delivery of goods.
<b>27</b>	27.1	<b>Qualification of the Bidder:</b> The Purchaser shall determine to its satisfaction whether the Bidder that is selected as having submitted the lowest evaluated and substantially responsive bid meets the qualifying criteria.
	27.2	The determination shall be based upon an examination of the documentary evidence of the Bidder's qualifications submitted by the Bidder.
	27.3	An affirmative determination shall be a prerequisite for award of the Contract to the Bidder. A negative determination shall result in disqualification of the bid, in which event the Purchaser shall proceed to the next lowest evaluated bid to make a similar determination of that Bidder's qualifications to perform satisfactorily.
<b>28</b>		<b>Institutes Right to Accept any Bid and to Reject any or all bids:</b> The Institute reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids at any time prior to contract award, without thereby incurring any liability to Bidders. In case of annulment, all bids submitted and specifically, bid securities, shall be promptly returned to the Bidders.
<b>F.AWARD OF CONTRACT</b>		
<b>29</b>		<b>Award Criteria:</b> The Purchaser shall award the Contract to the Bidder whose bid has been determined to be the lowest evaluated bid and is substantially responsive to the Bidding Documents, provided the Bidder is determined to be qualified to perform the Contract satisfactorily.
<b>30</b>		<b>Purchasers Right to vary Quantities at Time of Award:</b> At the time the Contract is awarded, the Purchaser reserves the right to increase or decrease the quantity of Goods and Related Services originally specified in Section VI, Schedule of Requirements, provided this does not exceed the percentages specified in the BDS, and without any change in the unit prices or other terms and conditions of the bid and the Bidding Documents.
<b>31</b>	31.1	<b>Notification of Award:</b> Prior to the expiration of the period of bid validity, the Purchaser shall, notify the successful Bidder, in writing, that its Bid has been accepted. The notification letter (hereinafter and in the Conditions of Contract and Contract Forms called the "Letter of Acceptance") shall specify the sum that the Purchaser will pay the Supplier in consideration of the supply of Goods (hereinafter and in the Conditions of Contract and Contract Forms called "the Contract Price"). At the same time, the Purchaser shall also notify all other Bidders of the results of the bidding.
	31.2	Until a formal Contract is prepared and executed, the notification of award shall constitute a binding Contract.
	31.3	The Purchaser shall promptly respond in writing to any unsuccessful Bidder who, after notification of award, requests in writing the grounds on which its bid was not selected.
<b>32</b>	32.1	<b>Signing of Contract:</b> Promptly after notification, the Purchaser shall send the successful Bidder the Contract Agreement.
	32.2	Within twenty-eight (28) days of receipt of the Contract Agreement, the successful Bidder shall sign, date, and return it to the Purchaser.
	32.3	Notwithstanding anything contained in clause 32.2, in case signing of the Contract Agreement is prevented by any export restrictions attributable to the Purchaser, or to the use of the products/goods, systems or services to be supplied, where such export restrictions arise from trade regulations from a country supplying those products/goods, systems or services, the Bidder shall not be bound by its bid, always provided however, that the Bidder can demonstrate to the satisfaction of the Purchaser that signing of the Contract Agreement has not been prevented by any lack of diligence on the part of the

		Bidder in completing any formalities, including applying for permits, authorizations and licenses necessary for the export of the products/goods, systems or services under the terms of the Contract.
<b>33</b>	33.1	<b>Performance Security:</b> Bidder shall furnish Performance security@5% of order value excluding GST within twenty-eight (28) days of the receipt of notification of award from the Purchaser.
	33.2	Failure of the successful Bidder to submit the above- mentioned Performance Security or sign the Contract shall constitute sufficient grounds for the annulment of the award and forfeiture of the Bid Security. In that event the Purchaser may award the Contract to the next lowest evaluated Bidder, whose bid is substantially responsive and is determined by the Purchaser to be qualified to perform the Contract satisfactorily.

### Section III. BID Data Sheet (BDS)

The following specific data for the goods to be procured shall complement, supplement, or amend the provisions in the Instructions to Bidders (ITB). In case of inconsistency, the provisions herein shall prevail over those in ITB.

Sl. No.	A. General
1.	The reference number of the Invitation for Bids is NITT/F.No.UG 001/NON-PLAN 2020-21/DSW
2.	The Purchaser is <b>The Director, NIT Tiruchirappalli. Kind Attention To : Dr. J.Jerald, Associate Dean (Students Welfare)</b>
3.	<del>Maximum number of members in the JV shall be:</del>

Sl. No.	B. Contents of Bidding Documents
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4.	<p>For Clarification of bid purposes only, the Purchaser's address is Department of Physical Education, <b>National Institute of Technology, Tiruchirappalli, 620015</b></p> <p>Attention : <b>Dr. J.Jerald</b> <b>Associate Dean (Students Welfare)</b></p> <p>Address : <b>National Institute of Technology, Tiruchirappalli,</b></p> <p>Floor / Room number : -</p> <p>City : <b>Tiruchirappalli</b></p> <p>ZIPCode : <b>620015</b></p> <p>Country : <b>India</b></p> <p>Telephone : <b>+91 431 2503457</b></p> <p>E-Mail :</p>	
5.	Web page	: <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>
6.	A site visit shall <b>not</b> be organized by the purchaser.	
7.	A Pre-Bid meeting date and venue	: <b>06.05.2020 (15.00 Hrs)</b> <b>Office of Dean, Students Welfare, NITT</b>

Sl. No.	C. Preparation of Bids
1.	The language of the bid is : <b>English.</b> All correspondence exchange shall be in <b>English.</b> Language for translation of supporting documents and printed literature is <b>English.</b>
2.	The Bidder shall submit the following additional documents in its bid: <b>NA</b>
3.	Alternative Bids <b>shall not</b> be considered.
4.	The prices quoted by the Bidder <b>shall not</b> be subject to adjustment during the performance of the Contract.
5.	Place of Destination: is <b>National Institute of Technology, Tiruchirappalli, 620015.</b>
6.	Final destination : Physical Education Department, <b>National Institute of Technology, Tiruchirappalli, 620015.</b>
7.	The prices shall be quoted by the bidder in : <b>Indian Rupee / Foreign Currency of Principal's Country (Preferably in Indian Rupees)</b> The Bidder is required to quote in Indian Rupees (INR), the portion of the bid price that corresponds to expenditures incurred in Indian Rupees(INR).
8.	Manufacturer's authorization : NA
9.	After sales service : NA
10.	The bid validity period shall be <b>120 Days.</b>
11.	EMD / Bid security Rs.20000/-shall be paid by the way of Demand Draft (DD) / Bank Guarantee (BG) in favor of The Director, National Institute of Technology, 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
12.	Other types of acceptable securities: <b>NA</b>

Sl. No.	D. Submission and Opening of Bids
1.	<p>For bid submission purposes only, the address is <b>Assistant Registrar (S&amp;P), Stores and Purchase Section, National Institute of Technology, Tiruchirappalli, 620015.</b></p> <p>Attention : <b>Dr. J.Jerald, Associate Dean (Student Welfare)</b></p> <p>StreetAddress : <b>National Institute of Technology, Tiruchirappalli,</b></p> <p>City : <b>Tiruchirappalli</b></p> <p>ZIP/PostalCode : <b>620 015</b></p> <p>Country : <b>India</b></p> <p>The deadline for bid submission is :</p> <p>Date and Time : <b>18.05.2020 (03.00 PM)</b></p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>
2.	<p>The bid opening shall take place at : <b>Stores and Purchase Section, National Institute of Technology, Tiruchirappalli-620015.</b></p> <p>StreetAddress : <b>National Institute of Technology, Tiruchirappalli</b></p> <p>Floor / Roomnumber : <b>Admininstrative Block</b></p> <p>City : <b>Tiruchirappalli</b></p> <p>Country : <b>India</b></p> <p>Date and Time : <b>19.05.2020 (03.00 PM)</b></p> <p>The electronic bidding opening procedures shall be as given in Section I - Instructions for Online Bid Submission.</p>

Sl. No.	E. Evaluation and Comparison of Bids
1.	<p>The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is : <b>Indian Rupees</b></p> <p>The source of exchange rate shall be : <b>Reserve Bank of India.</b></p> <p>The date for the exchange rate shall be: <b>Last day for submission of Bids.</b></p>
2.	A margin of domestic preference shall apply.
3.	<p>Evaluation will be done for concern equipment.</p> <p><b><i>Note: Bids will be evaluated on lowest cost basis and the Contract will comprise the item(s) awarded to the successful Bidder.</i></b></p>

Sl. No.	F. Award of Contract
4.	<p>The maximum percentage by which quantities may be increased is :NA</p> <p>The maximum percentage by which quantities maybe decreased is:NA</p>

#### Section IV. 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. The tenderer should have at least 3 years of experience in operating and maintaining the Swimming Pool of any IIT's, NIT's, Central/State Govt Educational Institutions (or) Organizations etc. Copy of performance certificate from the end user to be submitted.
3. Turnover of the firm should be 10 lakhs or above per year in the last three years. Copy of Audited Balance Sheet and P&L to be submitted as proof.
4. The tenderer has to produce the valid license certificate issued by Govt for operating the Swimming Pool.
5. A copy of Schedule Bank solvency documents should be submitted by the tenderer.
6. The bidder should submit his application on his letter pad with proof for all the above entioned with certified true copy of the documents and self-attestation.
7. The tenderer should furnish a list of adequate qualified personnel employed by him.
8. All certificates/evidence shall be duly attached /certified. All work/experience details should be furnished with attested copies of evidence.
9. True copy of Permanent Account Number.
10. Details of Goods and Service Tax (GSTIN) along with a copy of certificate to be attached.

## Section V. Institute against the Corrupt and Fraudulent Practices

Institute strictly adheres to its policy against corruption and requires that bidders and their agents, subagents, sub-contractors, suppliers etc. shall not indulge in any kind of corrupt practices, fraudulent practices, collusive practices, coercive practices, obstructive practices or other kinds of corruption declared as crimes under Indian law.

- a) If bidder or their agents, subagents, sub-contractors, suppliers etc. are found, directly or indirectly, involved in such practices, bid or agreement and execution thereof at any stage may be rejected or cancelled as the case may be by the Institute and besides it Institute may initiate legal actions including civil and criminal proceeding.

For the purpose of this provision the terms are defined as follows :

- (i) "Corrupt practice" is the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence improperly the actions of another party ;<sup>1</sup>
  - (ii) "Fraudulent Practices" is any act or omission including a misrepresentation which knowingly or recklessly made to mislead another party to obtain financial or other benefit or to avoid an obligation ;<sup>2</sup>
  - (iii) "Collusive Practice" is an arrangement between two or more parties designed to achieve an improper purpose, including to influence improperly the actions of another party ;<sup>3</sup>
  - (iv) "Coercive Practice" is impairing or harming, or threatening to impair or harm, directly or indirectly, any party or the property of the party to influence improperly the actions of a party ;<sup>4</sup>
  - (v) "Obstructive Practice" is deliberately destroying, falsifying, altering, or concealing of evidence material to the investigation or making false statements to investigators in order to materially impede an investigation into allegations of a corrupt, fraudulent, coercive or collusive practice ; and / or threatening, harassing or intimidating any party to prevent it from disclosing its knowledge of matters relevant to the investigation or from pursuing the investigation.
- b) Besides actions under clause (a) Institute may also take action to blacklist such bidder either indefinitely or for a specified period.

<sup>1</sup> For the purpose of this sub-paragraph, "another party" refers to a public official acting in relation to the procurement process or contract execution. In this context, "public official" includes Institute staff and employees of other organizations taking or reviewing procurement decisions.

<sup>2</sup> For the purpose of this sub-paragraph, "party" refers to a public official; the terms "benefit" and "obligation" relate to the procurement process or contract execution; and the "act or omission" is intended to influence the procurement process or contract execution.

<sup>3</sup> For the purpose of this sub-paragraph, "party" refers to participants in the procurement process (including public officials) attempting either themselves, or through another person or entity not participating in the procurement or selection process, to simulate competition or to establish bid prices at artificial, non-competitive levels, or are privy to each other's bid prices or other conditions.

<sup>4</sup> For the purpose of this sub-paragraph, "party" refers to a participant in the procurement process or contract execution.

## **Detailed conditions & Procedure**

### **General Terms and conditions of Annual operation and Comprehensive Maintenance Contract of Swimming Pool and providing Life Guard, Trainer, Cleaning and security of Swimming Pool**

1. The tenderer should have at least 3 years of experience in operating and maintaining the Swimming Pool of any IIT's, NIT's, Central/State Govt Educational Institutions (or) Organizations etc. Copy of performance certificate from the end user to be submitted.
2. Turnover of the firm should be 10 lakhs or above per year in the last three years. Copy of Audited Balance Sheet and P&L to be submitted as proof.
3. The tenderer has to produce the valid license certificate issued by Govt for operating the Swimming Pool.
4. A copy of Schedule Bank solvency documents should be submitted by the tenderer.
5. The bidder should submit his application on his letter pad with proof for all the above mentioned with certified true copy of the documents and self-attestation.
6. The tenderer should furnish a list of adequate qualified personnel employed by him.
7. All certificates/evidence shall be duly attached /certified. All work/experience details should be furnished with attested copies of evidence.
8. The work will involve in providing skilled Personnel for Swimming Pool everyday from 6.00 A.M. to 8.00 P.M. by means of shift basis (morning shift for girl students & women staff and evening shift for boy students, faculty/men staff) including Sunday & Holidays (365 days).The minimum man power needed is as follows:

<b>S.No</b>	<b>Description of Work / Designation</b>	<b>Number of Persons</b>
1.	Pool Manager/Supervisor	1
2.	Female Instructors	2
3.	Life Guards	3(2 Male and 1Female)
4.	Pool Cleaners	2
5.	Male Coach with swimming course certificate	1
6.	Night Watchman	1

9. All the floating dirt and leaves should be removed from the Swimming Pool daily twice.
10. Suction sweeper Bottom cleaner should be operated daily to remove settled dirt from pool floor for maintaining cleanliness and hygiene in Swimming Pool.
11. Water levels should be maintained at appropriate levels always in pool.
12. Backwashing of the filters to be carried out as per the requirements.
13. Water samples should be taken and tested for residual chlorine and pH parameter and Chlorination treatment with other chemical dosing treatment will be administrated as per water parameters. This should be done on a weekly basis.
14. After dosing, the parameters should be rechecked and a record of residual chlorine and pH should be maintained in the log book.
15. The record of day to day operations and maintenance along with the availability of Chlorine and other chemicals should be recorded in the log book so as to maintain proper stock of material.

16. Minimum staff should be provided by the contractor for the smooth functioning of Swimming Pool.
17. If water is found untreated, at any time, a penalty of Rs. 3000/- will be charged per day.
18. No child labour should be employed (Below 18 years), as it is prohibited by the Child Labour Prohibition and Regulation Act, 1986. Due to any breach of any provision of the Child Labour Prohibition and Regulation Act, 1986, the contractor and thereby NITT is liable to pay any penalty. Hence the National Institute of Technology, Tiruchirapalli-620015 shall recover the said amount from the contractor.
19. The contractor will clean the premises and surrounding areas daily in order to keep Swimming Pool in perfect hygienic condition.
20. The contractor will provide qualified and sufficient members of trained life guards and trainers as per government norms.
21. All employees has to wear neat and clean uniform and has to maintain perfect discipline while on duty as well as within the Institute Premises.
22. The contractor shall maintain the pool and movable properties like fixtures, cleaning equipments, and electrical installation, etc, in good conditions and shall handover all the articles/equipments entrusted to him in good conditions at the end of the contract period.
23. The contractor shall compensate the National Institute of Technology, Trichy, for any damage or loss if found to such properties with the replacement value as decided by NITT either in cash or D.D. in favour of The Director, National Institute of Technology, Trichy-620015. In case if he fails to pay the amount decided by NITT, the same will be recovered from the Security Deposit.
24. Tenderer should indicate the monthly amount quoted for Annual operation and Comprehensive Maintenance of Swimming Pool and providing Life Guard and trainers for the Swimming Pool situated at National Institute of Technology, Tiruchirapalli – 620015.
25. The contractor should not sublet the work to any to other agencies.
26. The contract will be valid for a total period of 1 year. However, the contract at end of a year will be renewed for one more year after performance appraisal by National Institute of Technology, Trichy-620015.
27. The contract can be terminated by the National Institute of Technology, Trichy-620015 for unsatisfactory service after giving notice to the contractor. The decision of the National Institute of Technology, Tiruchirapalli – 620015 shall be final in this regard. The National Institute of Technology, Tiruchirapalli – 620015 may terminate the contract at any time, without assigning any reason and without giving any prior notice, if it so desires in their interest.
28. The contractor may at any time terminate the agreement without assigning any reasons after giving three months notice in writing. The Security Deposit will be forfeited, if the contractor chooses to terminate the contract without giving three months notice.
29. On the expiry of the contract period, the contractor shall hand over all the articles given by the Institute in good condition, which were entrusted to him.
30. The tenderer should provide suitable uniforms as approved for his personnel at his cost, and he shall on his own, appoint all necessary staff and employees. The National Institute of Technology, Tiruchirapalli – 620015 shall have no responsibility or any obligation legal or otherwise in respect of the affairs of such staff and employees, including their appointment, conduct, discipline termination, wages and terms and conditions of work etc, which are the sole obligation of the tenderer. The tenderer shall ensure that staffs employed by him should properly, cleanly and neatly dressed and shall be disciplined and polite to the guests at all times. He shall furnish fitness certificate issued by the Medical Officer periodically of the employees and their antecedents should be verified by the Police Authorities.

30. If the tenderer or his employees found any belongings of the Swimming Pool Users which is left by them inside the Pool should be handed over to the Dean(Student Welfare), SAS Officers, National Institute of Technology, Tiruchirapalli – 620015 immediately.
31. The tenderer shall comply with all requirements of all applicable to laws under Central and Local Sales Tax laws, Service Tax Laws, Labour Laws, Local Authority Laws and shall be responsible for payment of all taxes, fees and other statutory payments which are in force and which are likely to be in forced in future to the respective authorities.
32. The Director, National Institute of Technology, Tiruchirapalli-620 015 shall be arbitrator for any type of dispute in the contract.
33. The successful tenderer shall execute the instructions of the Dean, Students Welfare or Associate Dean, SAS Officer authorized by him from time to time on all matters connected with the smooth functioning of services.
34. The National Institute of Technology, Tiruchirapalli – 620015 reserves the right to accept or reject any one or all of the tenders without assigning any reason therefore.
35. In case of any breach of the contract and any terms and conditions therein by the contractor ,the National Institute of Technology, Tiruchirapalli – 620015 may cancel the contract for the remaining period of the contract after giving a show cause notice of 15 days time as desired by the National Institute of Technology, Tiruchirapalli – 620015 in writing to the contractor. In the event of such cancellation,security deposit amount of the contractor will be forfeited to the National Institute of Technology, Tiruchirapalli – 620015 and the **contractor will be liable to pay compensation of Rs.2,00,000/-(Rupees two lakh only)** to the National Institute of Technology, Tiruchirapalli – 620015.The decision of the National Institute of Technology, Tiruchirapalli – 620015 shall be final in this matter and the contractor shall abide by this.
36. The contractor shall have his own system of supervision and arrangements within the said premises by deployment of suitable staff to the entire satisfaction of the Dean(Student Welfare), National Institute of Technology, Tiruchirapalli – 620015 or any officer authorised by him. The contractor shall, however, require to furnish details of such a system for approval by the National Institute of Technology, Tiruchirapalli – 620015.
37. The contractor shall employ his own personel and equipments for purpose of cleaning and maintenance at his own cost.The contractor shall engage his staff with prior police verification and provide a list of such staff along with their permanent address and photographs to the Dean(Student Welfare), National Institute of Technology, Tiruchirapalli – 620015 office.
38. Behavior of personnel shall in no way be detrimental to the National Institute of Technology, Tiruchirapalli – 620015. The contractor shall provide personnel of good character, physically fit, efficient, well behaved and skillful in their duties.
39. The contractor shall discharge from service any employee who in the opinion of “The Dean (Student Welfare)”, National Institute of Technology, Tiruchirapalli – 620015 misconducts himself or is in any way unfit or unsuitable for the said purposes. The decision of the “The Dean (Student Welfare)”, National Institute of Technology, Tiruchirapalli – 620015 shall be final and binding.
40. The contractor shall be at all times obey the lawful instructions given to him by The Dean (Student Welfare), National Institute of Technology, Tiruchirapalli – 620015 or his authorized representatives. Any infringement of any such instruction may render the contractor liable to be fined which may extend upto Rs.3000/- in each case. The fine will be in addition to the penalty facility in other clauses.
41. The contractor shall also ensure the norms prescribed by the Human Rights Commission, Government of India, Minimum Wages Act and Industrial Dispute Act or any such other

legislation are fully observed and the office is kept harmless and indemnified. If there is any non compliance is observed the Dean (Student Welfare), National Institute of Technology, Tiruchirapalli, the contractor has to rectify it and indemnity.

42. The Institute shall provide all the cleaning materials( chemicals), and other safety equipments like life jackets, swimming rings as instructed & approved by Dean Students Welfare, SAS Officers, National Institute of Technology, Tiruchirapalli..
43. The Contractor shall provide insurance to cover all the death or injury occurring during swimming or training to his employee. A copy of insurance shall be submitted to the Dean (Student Welfare), National Institute of Technology, Tiruchirapalli – 620015.

**Release of EMD:** The EMD will be released after receipt of performance security from successful bidder.

**Validity of bids:** The rate quote should be valid for a minimum of 120 days. No claim for escalation will be considered after opening the Tender.

**Imports:** In case, goods are to be imported, the Indian agent should furnish authorization certificate by the principles abroad for submission of the bid in response to this Notice Inviting Tender.

**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.

**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.

***The Institute may at its own discretion extend the last date for the receipt of bids.***

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.

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 Institute Purchase Committee is final in all matters of tender and purchase.

**The bidder should give the following declaration while submitting the Tender.**

#### **ACCEPTANCE**

We accept the above terms and conditions and shall comply with them strictly.

**NAME OF THE VENDOR:**

**ADDRESS :**

**Signature and seal**

**“DETAILS OF THE FIRM OFFERING THIS QUOTE”**

**(Write or print or type in block letters)**

1. Name of the firm: 2. Date of incorporation:
2. Nature of the company (tick one): Government / Public / Private Company / Partnership / Proprietorship
3. Specify the number of years in this line of activity by the Company: ::
4. AMC of Swimming Pool in the last three years for the “.....” (same model that you have quoted):

2017-2018	2018-2019	2019-2020

5. Turnover in the last three years (Lakh Indian Rupees):

2016-2017	2017-2018	2018-2019

NIT, Tiruchirappalli

**DECLARATION**

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I/we understand that my/our tender will be summarily rejected and full Earnest Money Deposit (EMD) will be forfeited and I/we am/are liable to be banned from doing business with NIT, Trichy and /or prosecuted.

**Signature of the Bidder** : .....

**Name and Designation** : .....

**Business Address** : .....

.....

.....

**Place :**

**Date :**

**Seal of the Bidder's Firm**

NIT, Tiruchirappalli

**SECTION : 3 – SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS**

**Specification for Swimming Pool**

( size of Swimming Pool-1 = 25m length x 15m width & 2.5m deep)

( size of Swimming Pool-2 = 15m length x 15m width & 1m. deep)

**Scope of A.M.C.**

1. Cleaning, maintenance and ensuring safety measures of Swimming Pool.
2. Providing life guards (3 No's), trainers (3 No's), night watchman(1 No.) and cleaning staff(2 No's).
3. The tenderer has to employ supervising staff of his own cost like atleast one Manager/Supervisor for overall supervision.
4. The tenderer has to submit fortnightly report of the work executed by him.
5. The tenderer has to maintain all the required Registers, Visitors books etc. and same shall be submitted for checking to the representative of Dean (Students Welfare), the National Institute of Technology, Tiruchirapalli-620 015.

Delivery schedule expected after release of purchase order (in weeks) : One Year

EMD (in Rupees) : Rs. 20,000/-

Performance Security to be given by the successful bidder after release of purchase order (in Rupees) : 5% of the Annual maintenance Cost

Format –Working sheet (this is for reference only not to be submitted in the Technical Bid)

	Labour	Supervisor
Basic Wages		
Variable Dearness Allowance		
Sub-Total (A)		
Bonus at 8.33%		
EPF @13% of (A)		
ESI @ 3.25% of (A)		
Cost of Uniform		
Sub – Total (B)		
Weekly – off 1/6 of (B)		
Total(C)for ____No: of Labour and ____No. of supervisor		
Grand Total for Labour Component		

Cost of other charges		
Total cost		
Add profit		
Total cost per month		
Total Tender Cost for One Year		

**Note:**

1) For working out the Basic wages and VDA Central Minimum Wages payable with effect from 01/04/2020 for "B" class cities should be adopted.

2) Whenever the rates of Minimum wages and Minimum Bonus are revised by Govt. of India, the revised rates should be paid to the employees.

Signature(s) of Applicant(s) with seal

NIT, Tiruchirappalli

**SECTION : 4 – PRICE SCHEDULE**

**To be used by the bidder for submission of the price bid**

1. Component Name:
2. Specifications (confirming to Section 3 of Tender document-enclose additional sheets if necessary):
3. Currency and Unit cost (excluding Taxes):
4. Quantity:
5. Item cost (Sl.No.3 \* Sl.No.4) (in Indian Rupee):
6. Taxes and other charges:
  - (i) Specify the type of taxes and duties in percentages and also in figures
  - (ii) Specify other charges in figures
7. Total cost (exclusive of all taxes) for one month :  
(in words & figures)
8. Total cost (inclusive of all taxes) for one month :  
(in words & figures)
8. Name and address of the firm for placing purchase order:
9. Name and address of Indian authorized agent (in case of imports only):

**Signature of the Bidder** : .....

**Name and Designation** : .....

**Business Address** : .....

**Place :**

**Date :**

**Seal of the Bidder's Firm**

(Note: All column should be filled. No column should be left blank. If any column is not filled-in properly or left empty then the bid will be rejected.)

**SECTION : 5 – CONTRACT FORM**

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**To be provided by the bidder in their business letter head**

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[Name of the Supplier's Firm] hereby abide to deliver the .....by the delivery schedule mentioned in the Section 3 of the Tender document for supply of the items if the purchase order is awarded.

The item will be supplied conforming to the specifications stated in the tender document without any defect and deviations.

Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NIT, Trichy during this period.

**Signature of the Bidder** : .....

**Name and Designation** : .....

**Business Address** : .....

**Place :**

**Date :**

**Seal of the Bidder's Firm**

**Name of the Work:-**

**Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Life Guard, Trainer, Cleaning and security of swimming pool situated at Sports Complex, at National Institute of Technology, Trichy (PRICE BID)**

I hereby agree to provide Annual operation and Comprehensive Maintenance Contract of swimming pool and providing Life Guard, Trainer, Cleaning and security of swimming pool situated at Sports Complex, National Institute of Technology at Tiruchirapalli-620 015. for the monthly value of Rs.----- per month (in figure)-----  
----- per month (in words) to carry out and execute the work satisfactory and as per the terms and conditions of this documents.

**Signature of the Bidder** : .....

**Name and Designation:** .....

**Business Address** : .....

**Place :**

**Date :**

**Seal of the Bidder's Firm**