



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

राष्ट्रीय प्रौद्योगिकी संस्थान- तिरुचिरापल्ली - 620 015. तमिलनाडु.

Web site: www.nitt.edu

Phone: 0431 – 2503940

Estate Maintenance Department - Electrical Maintenance Centre - R&AC

**NOTICE INVITING TENDER FOR THE COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
FOR VOLTAS BRAND – CASSETTE TYPE AIR CONDITIONERS INSTALLED IN NIT,
TIRUCHIRAPPALLI, TAMILNADU.**

BID SYNOPSIS	
Tender Reference Number and date	NITT/AD(P&D)/EMD/AE(R&AC)/Enq.No.57/CAMC-AC/GROUP-II/2017 dated 24/11/2017
Brief Description of the Tender	Tender for the comprehensive Annual Maintenance Contract (CAMC) of 56 Nos. (2TR CARRIER MEDIA & 3TR VOLTAS BRAND) CASSETTE TYPE AIR CONDITIONERS installed in NIT, Tiruchirappalli – 620 015. Tamilnadu. (listed in Annexure –A)
Type of Tender	Two Bid System
Cost of Tender Document	Nil
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.5000/- (Rupees five thousand only) in the form of Demand Draft drawn in favour of The Director, NIT, Tiruchirappalli.
Last date and time for receipt of tender	Friday , 9th February 2018 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 (only technical bid)	Friday , 9th February 2018 @ 3.30 P.M
Validity of the Bid	120 days
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: THE ESTATE OFFICER, Estate Maintenance Department, Electrical Maintenance Centre, NIT, Trichy.
Procedure for submission of Tender	Envelope 1: EMD Envelope 2: Technical Bid Envelope 3: Price Bid Group – II (Enq.No:57 – CASSETTE TYPE AIRCONDITONERS) Envelope 4: Larger Size Outer Envelope (Wrapper) containing Envelope 1, 2 and 3 (All the cover should be marked separately)
Performance Security bank guarantee	5% of the contract value
Contact information (only Technical queries)	Estate Officer, Estate Maintenance Department, NIT, Tiruchy Phone: 0431 – 2503836, 940

Chapter – 1: General Instructions to the Bidders

The National Institute of Technology, Tiruchirappalli (NITT) is an autonomous body under MHRD, GOI, imparting Technical Education and engaged in Research Activities. It is proposed to procure the following component for the Departmental academic/research activities.

National Institute of Technology, Tiruchirappalli (NITT) invites sealed tenders from reputed authorized sales and service dealer's / service providers to carry out comprehensive service for air conditioners installed in the NITT subject to the following terms and conditions on or before scheduled date and time. The duration of the contract initially for a period of **two years** and extendable for another **two year** based on the satisfactory performance and at the discretion of the NITT Management. The Empowerment in all respect shall be final and binding upon the contractor.

The technical cover will be opened on the same day in the presence of bidders or their authorized agents who may choose to be present

1.1 MINIMUM ELIGIBILITY CRITERIA

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

1. Last three years balance sheet and its Income Tax returns. The Bidder should be registered with the Income Tax. Relevant proof in support shall be submitted.
2. Income Tax PAN, GST & TIN number. Relevant proof in support shall be submitted
3. **Experience:** The Bidder should have experience in the similar type of work (supply, erection & service) in Government Departments / Public Sector Undertakings / Other Organisations for the last three years. Relevant proof in support shall be submitted
4. **Pre-qualification Eligibility Criteria:** Average gross receipts from Air-conditioning service, sales and service during the last three financial years should not less than **ONE** lakh.

1.2 INSTRUCTIONS REGARDING SEALING AND MARKING OF BIDS

1. Procedure for sealing and marking of bids: The Tender / Bid Cover shall contain the following:
2. The Contractor is advised to inspect the units and ascertain the unit status listed in the Annexures before offering the Bids.

3. **FIRST envelope** should contain the Earnest Money Deposit. The envelope should be sealed and super scribed as **“EMD COVER”** mentioning the tender reference number
4. **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 mentioning the tender reference number.
5. **THIRD envelope** should contain the Price Bid. This envelope should be sealed and super scribed as **“PRICE BID”** Cover mentioning the tender reference number.
6. **Fourth Envelope** 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/AD(P&D)/EMD/AE(R&AC)/Enq.No.57/CAMC-AC/GROUP-II/2017 **dated 24/11/2017** for Comprehensive AMC for CASSETTE TYPE VOLTAS/CARRIER MEDIA- Air Conditioners.
 [Kind Attention: THE ESTATE OFFICER, Estate Maintenance Department, Electrical Maintenance Centre, NIT, Trichy]
 Due date of tender **09 -02-2018** and time 03.00 PM
 Name of the Department inviting this tender: Estate Maintenance Department/Electrical
 Name and Complete address of the Bidder :

7. 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.

Chapter – 2: General Terms and Conditions of Contract.

1. The tender document and terms and conditions can be downloaded from our website www.nitt.edu. The bidders are advised to go through the tender documents and understand the terms and conditions specified therein before submitting the tender.
2. **Earnest Money Deposit (EMD):** Through one Demand Draft, the bidder is required to furnish Earnest Money Deposit. The Demand Draft should be drawn in favour of The Director, National Institute of Technology, Tiruchirappalli -15. Without EMD, the technical bid will not be opened and the tender will be rejected summarily. The Tenders/ Bids must be accompanied by Earnest Money Deposit. The bidders who are registered with National Small Industries Corporation (NSIC)/ Micro, Small and Medium Enterprises (MSMEs are exempted from EMD. 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.

3. The sealed tender should be submitted on or before Last date and time of receipt of Bid through Registered Post or Speed Post or hand delivery. The offers submitted by telex/telegram/fax/ E-mail etc. Shall not be accepted and will be summarily rejected.
4. At the first stage, the envelope containing EMD amount will be opened on date as mentioned as tender opening date in BID Synopsis and at the second stage the envelope containing Technical Bid will be opened on the same day in the presence of the bidders or their authorized representatives, who choose to be present at the time of opening.
5. 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 will only be read out and no other information/ details whatsoever will be shared at this stage.
6. If in any case, unscheduled holiday occurs on prescribed closing/ opening date, the next working day shall be the prescribed date of closing/ opening.
7. 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 technically qualified bidders only.
8. The Tender document consisting of Technical Bid and Price Bid should be submitted in the Prescribed Format only.
9. The Bidder must submit his price bid / offer in Indian Rupees only and payments under this contract will made in Indian Rupees only.
10. 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.
11. The L1 is arrived for price bid. IF L1 refused to accept the order, L2 will be requested to take the order at L1 Price.
12. 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.
13. Bidders must confirm the acceptance of all the terms and conditions of the tender by signing all pages of the tender document in 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 The NITT will not be responsible for pre mature opening of the tenders.
17. Offers should be clearly written or typed without any cutting or over writing. All cutting / over writing must be initialed and stamped.
18. Making misleading or false representation in the bid document will lead to disqualification of the bidder resulting in forfeiture of EMD amount.
19. The EMDs of all the unsuccessful bidders will be returned to them at the earliest after issue of purchase/work order.
20. The EMD of Successful bidder will be returned on receipt of on receipt of Performance Security Deposit / Performance bank guarantee for 5% of the Contract Value. No interest will be payable by the NITT on the EMD & Performance Security Deposit/performance bank guarantee.
21. **Validity of bids:** The rate quote should be valid for a minimum of 120 days. No claim for escalation of rate will be considered after opening the tender.
22. The Supervisor/technicians/Labors deputed for the job shall be skilled and have sufficient experience.
23. The Supervisor/Technician/ Labors persons should have physical fitness to carry out the works. They should not be transferred without client's concurrence.
24. The bidder shall ensure that the manpower / human resources deployed at NITT conform to the standards prescribed in the Tender Document.
25. The Contractor must ensure that Supervisors /Technicians/Labours /helpers shall work with proper Uniform/Shoes/ID CARDS and other safety accessories like line Tester, instruments mask, Eye glass and gloves etc.,
26. **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.
27. The Contractor has to provide high standard of work in disciplined manner and is required to inform about the progress of work to the respective staffs of Estate maintenance department on day-to-day basis. A separate attendance will be maintained for their staff members in the office of Estate maintenance

28. **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.
29. The Contractor shall take out the complaints throughout out the Day, we will provide access to the site (online complaint portal). On attending the complaints, the report shall be hand over to concerned engineer daily to close the complaints and for inspection.
30. Contractor shall positively observe all safety measures required to be undertaken for safety of persons, laborers, and properties at work site/plant premises/residential premises/public places.
31. 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).

- **ESI and EPF**

- Workmen compensation & employers liability insurance.
 - Any other insurance required under law or regulations.
 - Accident or injury to workmen.
32. If any accident takes place at the site during the routine/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.
 33. 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.
 34. **COMPIANCE WITH LABOUR LAWS:** 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.

35. **GOVERNING LAWS AND SETTLEMENT OF DISPUTE:** 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.
36. 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
37. 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.
38. 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.
39. Jurisdiction of court: in case of any dispute, the matter will be subject to Tiruchirappalli, Tamil Nadu Jurisdiction only.

2.2 PAYMENTS:

1. 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.
2. Payment Quarterly Bills shall be submitted along with the Service Report and satisfactory services 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 and make all endeavor to make payments within 45 days from the date of the receipt of the invoice to the Contractor if everything in order.

3. Payment for last Quarter - 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.
4. 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.
5. The Price are valid for a period of two years. No price escalation shall be entertained by the Client during the period.
6. 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
7. 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.
8. 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, only if the extra work is done with the approval of the competent authority.

2.3 TERMINATION

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

1. 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:
2. 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 NITT Tiruchirappalli Empowerment in all respect shall be final and binding upon the contractor 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.

3. 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.
4. **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.
5. **Subletting:** The bidder shall not be allowed to transfer, assign, or sub-contract its rights and liabilities under this contract to any other unsuccessful bidder without the prior approval of Competent Authority of NITT.
6. 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.
7. **Disciplinary action:** In case, the manpower / personnel employed by the successful bidder commits any act of omission / commission that amounts to misconduct (consumption of alcohol/ smoking, other banned items)/indiscipline/ incompetence / security risks, the selected successful bidder shall take appropriate disciplinary action against such personnel immediately being brought to his notice, activities while on duty failing which it would amount to breach of contract and may lead to termination of contract.
8. **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.
9. NITT reserves the right to amend /withdraw any of the terms and conditions contained in the Tender Document /to accept any bid other than the lowest tender/ 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 is final in all matters of tender and purchase
10. **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

CHAPTER – 3: SCOPE OF WORK AND ALLIED TECHNICAL DETAILS

1. Air conditioners (CASSETTE TYPE) have been installed in different floors of Client's premises at NITT The details quantity (Annexure-A) of all the air conditioners is as under: **The quantities as stated in Schedules approximate and are subject to change.**
2. The scope of comprehensive annual maintenance services (CAMC) shall include providing routine maintenance services, pertaining to complaints as and when they occur in CASSETTE TYPE (CARRIER MEDIA & VOLTAS MAKE) **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 micro motors, fan blades, remote controllers, remote, PCB board, chord wires, thermostat, relay, drain/water and copper pipes, insulation foam for copper pipes replacement and whatever parts required for all cassette type AC units.**

The Contractor shall be required to depute at least **2 technicians, 2 helpers** should attend maintenance work on a weekly basis in the Client's premises during the period of the contract for CARRIER MEDIA /VOLTAS MAKE CASSETTE TYPE AC UNITS (**Annexure A**).

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 Sundays and Government/National holidays Whenever required. However, he shall also attend office on Sunday and holidays and work beyond office hours in case the situation warrants so.

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. 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.

3. 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.

4. 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 (contractor scope) to avoid insects coming inside the units.
5. Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.
6. The contractor will have to keep sufficient spare parts at site to reduce the breakdown period to minimum possible time.
7. The contractor will attend to the complaints and breakdowns promptly as and when required and a contact telephone number for attending to urgent repairs even after office hours.
8. The contractor should have all requisite service facilities at their work centers for carrying out such works.
9. The Supervisor/technicians/Labors deputed for the job shall be skilled and have sufficient experience.
10. The Supervisor/Technician/ Labors persons should have physical fitness to carry out the works. They should not be transferred without client's concurrence.
11. 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.
12. 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.
13. If an Air conditioner is disposed of by NITT or otherwise taken out of use, the Payment of AMC charges for the specific unit will not be made thereafter.
14. 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.
15. 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.

16. 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 (R&AC section) – NITT.

3.2 COMPENSATION FOR DELAY (LIQUIDATED DAMAGES)

1. 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 Majeure or due to Client's 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:
2. If the contractor fails to mobilize at site / report for work within a period of two weeks after issuing the work order or one week from the acceptance of the work order. Liquidated damages will be computed @ 0.5 % for the delay per week or part thereof of subject to the maximum of 5% the value of contract.
3. If quarterly servicing 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 of the value at the contract.
4. 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.
5. In case of delay in attending to the regular service / breakdown calls by the Engineer / Contractor beyond 04 hours, a penalty of Rs.500/- per 24 hours or part thereof shall be imposed by the Client on the Contractor subject to maximum of 10 % of the Value of contract.
6. The decision of Client in regard to applicability of compensation for delay shall be final and binding on the contractor.
7. With a view to enable to the prospective bidders to **inspect the Air conditioners before submitting** their quotation, any working day of our institute. During the visit of which, bidders can seek clarification if any in respect of this Tender.
8. 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.

BID SUBMISSION FORM

Date: _____

LETTER OF BID

To

The Director
National Institute of Technology
Tiruchirappalli – 620 015.

Ref: Invitation for Bid No. NITT/AD(P&D)/EMD/AE(R&AC)/Enq.No.57/CAMC-AC/
GROUP-II/2017 **dated 24/11/2017**

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)

PERFORMANCE BANK GUARANTEE

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

Date :

Bank Guarantee No :

Amount of Guarantee :

Guarantee Period : From to.....

Guarantee Expiry Date :

Last date of Lodgement :

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

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

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

- The Bank hereby undertakes to pay under this guarantee, the Guaranteed Amount claimed by the Owner without any further proof or conditions and without demur, reservation, contest, recourse or protest and without any enquiry or notification to the Contractor merely on a demand raised by the Owner stating that the amount claimed is due to the Owner under the Contract. Any such demand made on the Bank by the Owner shall be conclusive as regards the amount due and payable by the Bank under this bank guarantee and the Bank shall pay without any deductions or set-offs or counterclaims whatsoever, the total sum claimed by the Owner in such Demand. The Owner shall have the right to make an unlimited number of Demands under this bank guarantee provided that the aggregate of all sums paid to the Owner by the Bank under this bank guarantee shall not exceed the Guaranteed Amount. In each case of demand, resulting to change of PBG values, the Owner shall surrender the current PBG to the bank for amendment in price.
- However, the Bank's liability under this bank guarantee shall be restricted to an amount not exceeding **5%** on contract value.
- The Owner will have the full liberty without reference to the Bank and without affecting the bank guarantee to postpone for any time or from time to time the exercise of any powers and rights conferred on the Owner under the Contract and to enforce or to forbear endorsing any powers or rights or by reasons of time being given to the contractor which under law relating the Surety would but for the provisions have the effect of releasing the surety.
- The rights of the Owner to recover the Guaranteed Amount from the Bank in the manner aforesaid will not be affected or suspended by reasons of the fact that any dispute or disputes have been raised by the Contractor and / or that any dispute(s) are pending before any office, tribunal or court in respect of such Guaranteed Amount and/ or the Contract.
- The guarantee herein contained shall not be affected by the liquidation or winding up, dissolution, change of constitution or insolvency of the Contractor but shall in all respects and for all purposes be binding and operative until payment of all money due to the Owner in respect of such liability or liabilities is affected.
- This bank guarantee shall be governed by and construed in accordance with the laws of the Republic of India and the parties to this bank guarantee hereby submit to the jurisdiction of the Courts of New Delhi for the purposes of settling any disputes or differences which may arise out of or in connection with this bank guarantee and for the purposes of enforcement under this bank guarantee.
- All capitalized words used but not defined herein shall have the meanings assigned to them under the Contract

- NOTWITHSTANDING anything stated above, the liability of the Bank under this bank guarantee is restricted to the Guaranteed Amount and this bank guarantee shall expire on the expiry of the Contract Period under the Contract.
- Unless a Demand under this bank guarantee is filed against the Bank within six (6) months from the date of expiry of this bank guarantee all the rights of the Owner under this bank guarantee shall be forfeited and the Bank shall be relieved and discharged from all liabilities hereunder.
- However, in the opinion of the Owner, if the Contractor's obligations against which this bank guarantee is given are not completed or fully performed by the Contractor within the period prescribed under the Contract, on request of the Contractor, the Bank hereby agrees to further extend the bank guarantee, till the Contractor fulfils its obligations under the Contract.
- We have the power to issue this bank guarantee in your favour under Memorandum and Article of Association and the Undersigned has full power to do so under the Power of Attorney dated [*date of power of attorney to be inserted*].....granted to him by the Bank.

Date:

Bank

Corporate Seal of the Bank

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

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/AD(P&D)/EMD/AE(R&AC)/Enq.No.57/CAMC-AC/GROUP-II/2017 **dated 24/11/2017**
- 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 WHEREAS** the Contractor has fully read, understood and shall abide by all the terms and conditions as stipulated in the Tender Documents for providing CAMC services for Client’s office, failing which the Contract is liable to be terminated at any time, without assigning any reasons by the Client.

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)

SERVICE REPORT- FORMAT (QUARTERLY SERVICE)

DETAIL OF AIR CONDITIONER:

DATE:

1. MAKE ----- CAPACITY. -----
2. MODEL NO. & SERIAL NO:
3. COMPRESSOR Make/capacity
4. MODEL & SR. NO. _____
5. LOCATION: BUILDING / ROOM NO. / LAB /FACULTY ROOM.....

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) Spares replaced details if any.
- k) Customer Remarks
- l) Room Temperature / Grill Temperature:

History

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

Name & Signature of the Technician

Client's representative/HOD name & Signature

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 EMD remittance	Amount: Rs.: DD Number: Date: Name of Bank: Payable at :
3.	Name and Address of the Applicant/ bidder with Telephone/ Fax/ Mobile and Mail ID	
4.	Year of Establishment / Incorporation / commencement of Concern	
5.	Registration/ Incorporation Particulars (Please attach attested copies of documents of registration/ incorporation of your firm/ Company as required under business law)	
6.	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)	
7.	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)	

8.	<p>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)</p>		
9.	<p>Name and Designation of the Contact Person/ Representative/ Manager of the Successful bidder/ firm/ company with mobile number & email ID</p>		
10.	<p>Average gross receipts from Air-conditioning service during the last three financial years (2014-15, 2015-16, 2016- 2017)</p>	Years	Turnover
		2014-15	
		2015-16	
		2016-17	
11.	<p>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.</p>		
12.	<p>Total experience (years/ months) in this field</p>		
13.	<p>Average/Annual Turnover in last three years from business.</p>		
14.	<p>Have your concern/ firm/ company ever changed its name any time? If yes, provide the previous name and the reasons there for?</p>		

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 2014-15, 2015-16, 2016-17 (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 any 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 any 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.	<p>GST No. and Area Code.</p> <p>All of your further correspondences including invoices should bear the GST No. and Area Code.</p>	
24.	Name and address of your banker	
25.	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.	
26.	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.,	
27.	Give details of Termination of previous contract, if any	
28.	Give information, if any, regarding the proceeding for bankruptcy, insolvency or winding up in which the bidder is / was involved	

29.	Details of ONGOING CONTRACTS : The following should be enclosed: (a) Work Orders and Contract/ Agreement copies (b) Attach separate sheet for each job/ work							
	S.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	
30.	Details of quality certifications, if any, obtained viz							
31.	Details of Awards, if any received or Reviews in the Media, if any							

32.	Performance certificate from the Customers					Enclose separately	
33.	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						
	S.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
34.	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.						

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 comprehensive annual maintenance contract in conformity with terms and conditions of the contract.
- I / We agree that the acceptance of any tender shall be at the sole and absolute discretion of the NIT, Tiruchirappalli and they do not bind themselves to accept the lowest tender or any tender and may reject any or all tenders received.

Place:

Signature of the bidder with Name and seal

Date:

Name

Designation

Seal

Annexure – A

CASSETTE TYPE AIR CONDITIONER

(More than 2 years old)

S.No.	Department	Make	CAPACITY	QTY.	Remarks
01.	NEW LECTURER HALLS - Room No: (5,6,7,8,10,11,108,110, 111,112) Cassette Type AC units	CARRIER MEDIA	2 TR	40	
02.	NEW MBA DEPARTMENT - HALLS Cassette Type AC units First floor Hall – 06 Nos. Ground Floor Hall – 06 Nos.	CARRIER MEDIA	2 TR	12	
03.	OLD LIBRARY BUILDING Cassette Type AC units Admin room – 3 Nos. Placement office room – 1 No.	VOLTAS	3TR	04	
Total AC units (Carrier Media & Voltas)				56	

ANNEXURE - B
FORMAT FOR SUBMITTING PRICE BID
(To be submitted in a separate sealed envelope- 2)

S.No.	TYPES OF AC UNITS	Location	MAKE *	No. of Units	Rate per unit Rs. P.	Total Amount Rs. P.
01.	2.00 TR Cassette Type AC units.	New lecturer hall – 40Nos. (Room No.5,6,7,8,10,11,108,110, 111,112)	Carrier Media	40		
02.	2.00 TR Cassette Type AC units	New MBA – hall ➤ Ground floor hall - 6 Nos. ➤ First floor hall - 6 Nos.	Carrier Media	12		
03.	3.00 TR Cassette Type AC units	Old library building	Voltas	04		
Total Number of units				56		
Total Amount for AMC						
GST in %						
Net Amount (Rupees in words) (including of all taxes per year)						

*more than 2 years old