



**NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR
TENDER DOCUMENT**

An Institution of National Importance under Shiksha Mantralaya (Ministry of Education), Govt. of India.

[Annual comprehensive maintenance contract for 32 nos. of Air Conditioning Systems (BLUE STAR make) installed at S.N. Ray Memorial Building at N.I.T. Durgapur.]

Tender No.: NITD/SNR-AC/2nd Call/23-24/01

Date: 14.06.2023





NATIONAL INSTITUTE OF TECHNOLOGY DURGAPUR

MAHATMAGANDHIAVENUE, DURGAPUR-713209

(West Bengal), INDIA, www.nitdgp.ac.in

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Notice Inviting Tender

NITD invites online e-Tender from reputed contractors for the Annual comprehensive maintenance contract for 32 nos. of Air Conditioning Systems (BLUE STAR make) installed at S.N. Ray Memorial Building at N.I.T. Durgapur. E-tenders are invited in two-bid system, i.e., i) Technical Bid ii) Financial Bid from bonafide, resourceful, OEM contractor/Authorised Service dealer for execution of specified works.

Eligibility Criteria of Bidders:

- i) EARNEST MONEY = Rs. 16,700.00 (Rupees Sixteen Thousand Seven Hundred Only) either in DD on any Nationalized Bank or Banker's Cheque of any Nationalized Bank. For small-scale industries with certificate from NSIC/MSME, the deposition of Earnest Money is exempted (subject to the submission of valid NSIC/MSME certificate). However, there is No preference / exemption on i) Bid value, ii) Performance Security (3%) and iii) TOTAL Security Deposit (10%) (Cl. 3: General Condition). EMD will be retained till the finalization of successful bidder.
- ii) (a) Three (3) similar works, each of value not less than 40% of the estimated cost put to tender*, or
(b) Two (2) similar works, each of value not less than 60% of the estimated cost*, or
(iii) One (1) similar work of value not less than 80% of the estimated cost, *all above amounts rounded off to a convenient full figure of nearest Rs. 10, in the last 7 Financial years (2016-17 to 2022-23).

***WORK ORDER AND SATISFACTORY COMPLETION CERTIFICATE WITH CLIENT'S COMMENT/REMARKS ARE TO BE SUBMITTED BASED ON SIMILAR NATURE OF SUCCESSFULLY COMPLETED JOB.**

Similar works shall mean Comprehensive Maintenance of Unitary AC system comprising of different type of Ductable, Split Unit, Air Cooled & comprising of refrigerant, etc.

- iv) All valid licenses namely Trade License, ESIC, EPF, GST etc. whichever is applicable.
- v) Valid Technician's License to be submitted during execution.
- vi) Bidders should be authorized service provider of at least one or more Original Equipment Manufacturer (OEM). Bidders should note that even though the Service Provider may be the authorized representative of only one or more specific brands (Blue Star/ Hitachi/ Carrier/ Daikin/ Voltas), they would be required to carry out servicing of all brands & types, which the Institute decides to bring under the contract.
- vii) Latest IT returns (21-22, 20-21 & 19-20) for last three financial years.
- viii) Attested Aadhar Card, PAN and Valid NSIC/MSME Certificate for the said work and said scale of operations.

viii) The Cost of the Tender Document is Rs. 500/- (Rupees Five Hundred only) to be submitted in Technical Bid as in offline payment mode only. NSIC/MSME firms are exempted from depositing this price.

Schedule of Work

Name of Organization	National Institute of Technology Durgapur
Nature of Work	Annual comprehensive maintenance contract for 32 nos. of Air Conditioning Systems (BLUE STAR make) installed at S.N. Ray Memorial Building at N.I.T. Durgapur.
Tender No.	NITD/SNR-AC/2nd Call/23-24/01
Tender Estimated Cost (Including GST, Cess and other taxes)	Rs. 8,36,177.00
Tenure of Contract	One year from the date of receipt of work order.
Tender Type	Open
Tender Category	Works
Type / Form of Contract	Works
Date of Issue/Publishing	14/06/2023
Document Download Start Date	14/06/2023
Last Date and Time for Uploading of Bids	06/07/2023 (10.00 Hrs.)
Date and Time of Opening of Technical Bids	07/07/2023 (11.00 Hrs.)
Tender Fee (Non-Refundable) by (Offline) only for non MSME/NSIC	Rs. 500/-
EMD by DD/Banker's Cheque (Offline Only)	Rs. 16,700.00
No. of Covers**	02
Bid Validity days	90 days (From last date of opening of tender)
Address for Communication	1) Mr. B. Nagarajan, Assistant Engineer (Electrical) and I/C Maintenance Section, National Institute of Technology Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA 2) Dr. Biman Kumar Saha Roy, FIC (Electrical), Assistant Professor, National Institute of Technology Durgapur M. G. Avenue. Durgapur -713209, West Bengal. INDIA
Contact No.	0343 2759028/9031
Email Address	nagarajan.b@admin.nitdgp.ac.in , help.maintenance@nitdgp.ac.in

If the last date of tender opening coincides with a Holiday / Bandh, the same will be deferred to the next working day.

Sl. No.	Nature of Work	Earnest Money Deposit in INR	Performance Guarantee (in INR)
1	Annual comprehensive maintenance contract for 32 nos. of Air Conditioning Systems (BLUE STAR make) installed at S.N. Ray Memorial Building at N.I.T. Durgapur.	Rs. 16,700.00 (Rupees Sixteen Thousand Seven Hundred Only)	For MSME, PG is 3% Otherwise for Non-MSME, PG= 3% (-) EMD. (Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance is 15+ 1 day)

The Contractor shall submit an irrevocable Performance Guarantee of 3%. If EMD is deposited then that will be adjusted against a part of Performance Guarantee. This guarantee shall be in the form of Cash (in case guarantee amount is less than Rs.10,000/-) or Deposit at Call receipt of any scheduled Bank/Banker's Cheque/Demand Draft/Pay Order of any scheduled bank (in case guarantee amount is greater than Rs.50000/-) or accordance with the form annexed hereto.

The Performance Security is a Part of the Security Deposit (SD). The Total SD = 10%. While Performance Security is deposited within a stipulated day as mentioned above, the rest of the SD i.e. 7% will be deducted in instalments from each R/A bill. No preference will be given to NSIC/MSME firms on SD/PG.

- i) The Performance Guarantee shall be initially valid up to the stipulated date of completion plus 365 days thereafter. In case the time for completion of work gets enlarged, the Contractor shall get the validity of Performance Guarantee extended to cover such enlarged time for completion of work. After recording of the completion certificate for the work by the competent authority, the performance guarantee shall be returned to the Contractor, without any interest.
- ii) The Employer shall not claim under the performance guarantee except for amounts to which the Employer is entitled under the contract (not withstanding and/or without prejudice to any other provisions in the Contract) in the event of:
 - a) Failure by the Contractor to extend the validity of the Performance Guarantee as described herein above, in which event the employer may claim the full amount of the Performance Guarantee.
 - b) Failure by the Contractor to pay the Employer any amount due, either as agreed by the contractor or determined under any of the Clause/Conditions of the Contract, within 30 days of the service of notice to this effect by Employer.
- iii) In the event of the Contract being determined or rescinded under provision of any of the Clause/Condition of the Contract, the performance guarantee shall stand forfeited in full and shall be absolutely at the disposal of the Employer.

All compensations or the other sums of money payable by the Contractor under the terms of this contract may be deducted from, or paid by the sale of a sufficient part of his security deposit or from the interest arising there from, or from any sums which may be due to or may become due to the Contractor by the Employer on any account whatsoever and in the event of his Security Deposit being reduced by reason of any such deductions or sale as aforesaid, the Contractor shall within 10 days make good in cash or fixed deposit receipt tendered by the State Bank of India or by Scheduled Banks or Government Securities (if deposited for more than 12 months) endorsed in favour of the Employer, any sum or sums

which may have been deducted from, or raised by sale of his security deposit or any part thereof. The security deposit shall be mentioned above and the Earnest money if deposited in cash at the time of tenders will be treated a part of the Security Deposit.

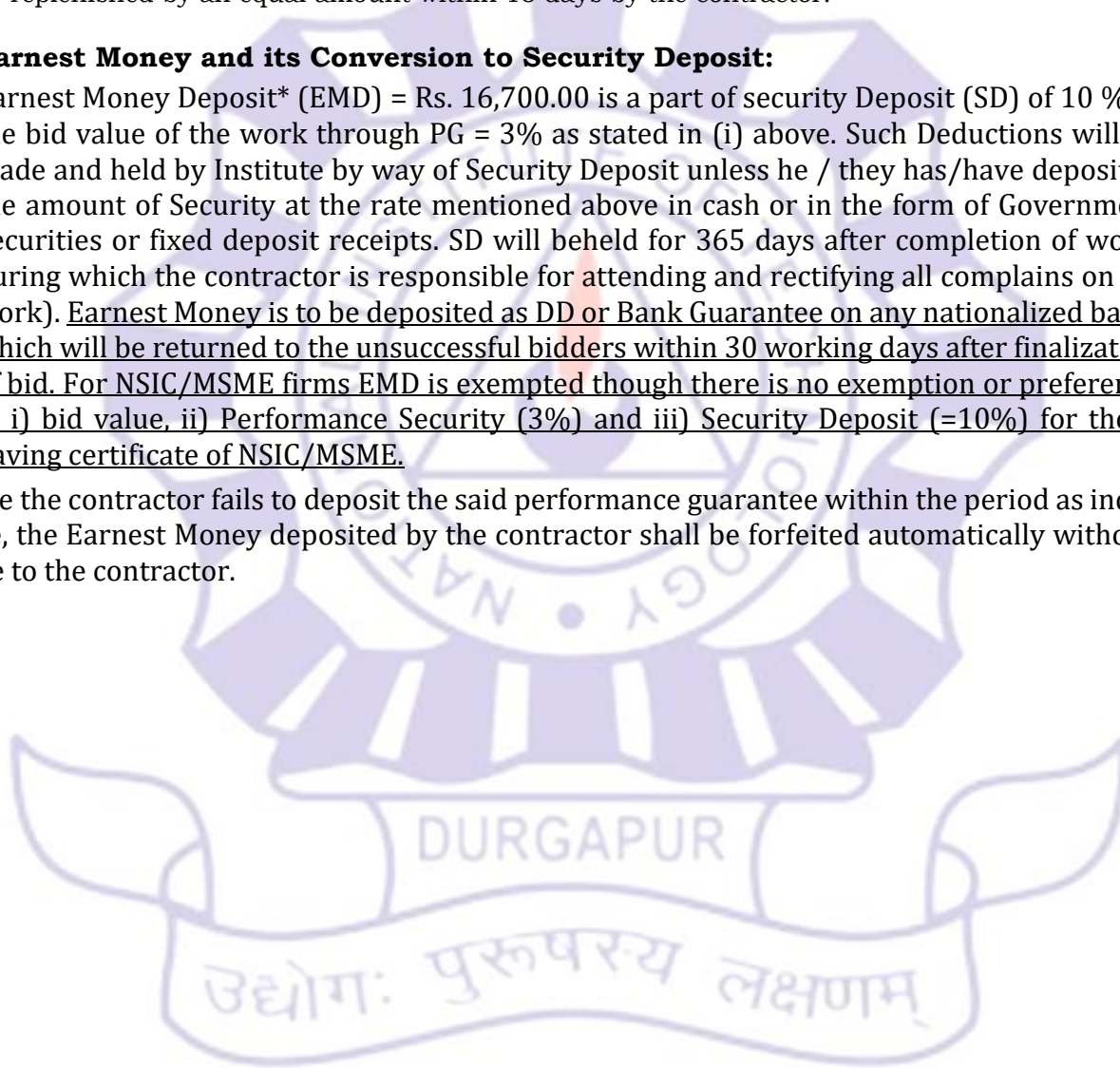
Note- 1: Government papers tendered as security will be taken 5% (five per cent) below its market prices or at its face value, whichever is less. The market price of Government paper would be ascertained by the Employer at the time of collection of interest and the amount of interest to the extent of deficiency in value of the Government paper will be withheld if necessary.

Note -2: Government Securities will include all forms of Securities mentioned in rule No.275 of the G.F. Rules except fidelity bond. This will be subject to the observance of the condition mentioned under the rule against each form of security. The performances Guarantee shall be continuous and revolving for the warranty period. In case, the Bank Guarantee shall be replenished by an equal amount within 15 days by the contractor.

Earnest Money and its Conversion to Security Deposit:

Earnest Money Deposit* (EMD) = Rs. 16,700.00 is a part of security Deposit (SD) of 10 % of the bid value of the work through PG = 3% as stated in (i) above. Such Deductions will be made and held by Institute by way of Security Deposit unless he / they has/have deposited the amount of Security at the rate mentioned above in cash or in the form of Government Securities or fixed deposit receipts. SD will be held for 365 days after completion of work, during which the contractor is responsible for attending and rectifying all complains on his work). Earnest Money is to be deposited as DD or Bank Guarantee on any nationalized bank, which will be returned to the unsuccessful bidders within 30 working days after finalization of bid. For NSIC/MSME firms EMD is exempted though there is no exemption or preference in i) bid value, ii) Performance Security (3%) and iii) Security Deposit (=10%) for those having certificate of NSIC/MSME.

In case the contractor fails to deposit the said performance guarantee within the period as indicated above, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.



Government eProcurement System of NIC (GePNIC ©)

Guidelines for hassle free Bid Submission

Non submission of bids due to any reasons within due date / time following due process prevalent at that time in the portal for which bidder shall be held solely responsible. Neither National Informatics Centre nor concerned Procuring Entity will be held responsible for the same in any manner.

The following information helps bidders in overcoming last minute hassles and guide towards successful bid submission.

1. System readiness:

1.1. Bidders are advised to keep ready well in advance, their computer system in order like Original Operating System having sufficient RAM, high speed internet connectivity like broad band, with net work providing static IP (avoid using mobile data/network), right internet browser, right Java Runtime Environment, unrestricted access to the eProcurement portal from the bidder computer system. Bidders are also advised to procure and keep ready well in advance valid Digital Signature Certificate (Signing) of Class III issued by CA under CCA India.

1.2. To know about prevalent system requirements, portal enrolment and online bidding and other procedures, bidders can avail Help Desk facility. Bidders are also advised to refer FAQs, Bidder Manual Kit, System Malfunction Procedure available on the portal in addition to the instructions provided in the Tender.

2. Portal Enrolment/registration:

Bidders are advised to complete well in advance online enrolment / registration in the portal by following due process prevalent at that time.

3. Bid Submission:

3.1. The server time (which is displayed on the bidders' dash board) shall be considered as the standard time for referencing the deadlines for submission of the document by the bidders.

3.2. Bidder, in advance, should go through the notice inviting tender / advertisement, tender & its related document(s) carefully to understand the requirements of the tender and various documents that are required to be submitted as part of the bid.

3.3. In case of any clarifications pertaining to the tender, bidders are advised to check with concerned procuring authority in advance so that they can participate in the tender well within scheduled due date/time. Regarding any clarifications on the technical related matter in using the portal, same may kindly be get clarified from help desk facility or any other established technical support mechanism prevalent at that time.

3.4. Bidder, in advance should get ready with the required bid document(s) having correct file format / acceptable file name / optimal file size that are acceptable for online bid submission.

3.5. Generally, the permitted file format in the portal are pdf / xls / rar/ dwf/ jpg formats. Filename should not contain special characters like &, comma etc.

File size of the bid documents can be reduced by scanning of bid documents with 100 dpi with black and white option and also some time it may require to increase local Java Runtime Environment memory at bidder end computer, while uploading bid document having huge size.

3.6. Mail/SMSs alerts are in-built in the eProcurement portal as an additional feature to inform procuring entities as well as bidders on various events that are happening in the portal. However, delivery of such mail/sms to concerned individual will always depends on the configuration of individual account in the portal, receiver's mail / sms server, mail box / mobile capacity and other factors. Hence, bidders are also advised to visit the website/portal regularly till bid submission due date/time to keep themselves updated and to act upon with respect to changes/modification deemed fit in any manner carried out in the tender by concerned procuring authority.

3.7. As bidder have been provided with the facility to submit bid documents at any time and also resubmit any number of times till bid submission due date/time, bidders are advised to submit their bid complete in all respect (free from virus/uncorrupted file/ correct file format/ right file size capable enough to upload from the bidder system) well in advance before the last date/time of the bid submission to avoid the last minute hassles.

3.8. Most importantly bidders are advised to get an acknowledgement containing Bid ID along with other vital information indicating successful submission of bids from the portal by following due process (like Freezing of Bid).

3.9. If a bidder withdraws their already submitted bid against a tender in the portal, then the bidder will not be allowed to participate in the same tender once again.

3.10. The bid documents submitted by the bidders are encrypted using PKI Technology involving digital signature certificates of pre-designated bid openers of the procuring entity to ensure the secrecy of the data. The encrypted bids are stored safely and securely in the server. Only designated bid openers shall be able to decrypt and open the bid on or after the pre-defined bid opening date/time. These assure bidders that their bids are kept confidential, safe and secure.

3.11. Bidders are advised to complete the online payment (if applicable) for Tender Fee, EMD and other fees well in advance at least one day in advance prior to the bid submission due date/time.

3.12. In case exemption is claimed on account of Tender Fee/EMD/others, then the bidders are advised to doubly check all entries and ensure exemption details are correctly entered. The exemption details cannot be changed once it is confirmed by clicking on "Confirm" button or any process prevalent at that time and leaving that page.

3.13. As the banker of the bidder will take their own time for payment processing / clearing, the bidder can use the "Payment Verification" button or any other process prevalent at that time to check the completion of the online payment

process from the bank to the eProcurement portal. Only upon successful receipt of online payment, bidder can able to freeze / finally submit their bid to the procuring entity and get bid acknowledgment regarding successful bid submission.

3.14. All users have to note that after logging into the portal, if the user is not doing anything in the portal i.e. idle for more than 20 minutes continuously then the system will automatically logout the user and they will have to login again to carry out any activity in the portal.

Method for submission of bid documents.

In this tender, the bidder has to participate in e-tender online. Some documents are to be submitted physically offline.

A) Tender must be submitted in two parts,

(a) Technical bid (Cover-1) and (b) Price bid (Cover-2).

(a) Tenderers have to upload the following documents (Cover-1):

- i) GST Registration Certificate along with acknowledgement of up to date filed return.
- ii) Latest valid licenses like Trade License, Electrical Supervisor's/ Technician License, ESI, and EPF, etc. whichever is applicable.
- iii) Requisite Credentials along with work completion certificate and work orders as mentioned above.
- iv) Latest Bank Solvency Certificate – Solvency amount should be 30% of estimated cost obtained from the banker and/or its bank statement. The solvency certificate shall not be older than one year from the tender opening date.
- v) Attested Copies of Aadhar Card and PAN Card.
- vi) Latest IT returns (21-22, 20-21 & 19-20) and Audited Balance Sheet & Profit & Loss by CA wherever applicable by law.
- vii) Scanned Copy of a single Demand Draft of requisite value for the Tender Fee & Bid Security/EMD as per NIT.
- viii) NSIC/MSME Registered bidders who want to claim the EMD exemption need to submit the Scanned copy of Latest and valid NSIC/MSME Certificate for the specific service only to avail this exemption. The original document projected for EMD exemption can be verified/checked at the discretion of the tendering authority. A scanned & self-attested stamped copy of the same **is to be uploaded in CPP** <https://eprocure.gov.in/eprocure/app>.
- ix) In case of repeated calling if required, the bidders who have deposited the cost of tender in 1st call need not deposit the same for re-participation. In that case, the previously submitted tender cost bank transaction can be uploaded for claiming the tender cost exemption.
- x) The bidder must sign and stamp on all pages of tender documents and Proforma Agreement as a token of acceptance indicating read, understood and accepted the Terms & Conditions mentioned in tender document, general terms of the contract and Proforma Agreement. A company declaration with sign and company seal/stamp with date stating acceptance of all the terms and conditions provided in Notice Inviting Tender and General Conditions of Contract is mandatory.
- xi) All documents are to be uploaded in the CPP portal <https://eprocure.gov.in/eprocure/app> only.

(b) Price Bid (Cover-2):

Completely filled BOQ available in CPP Portal to be submitted online only. The price bid must be quoted in Indian Rupees. Any indication of prices in the Technical Bid will result in automatic disqualification. Price Bids will be opened after due scrutiny of technical bids.

B) Hard Copies of Technical Bid Documents:

The bidder shall submit the following documents offline in Physical to Maintenance Section, NIT Durgapur on or before the date & time of submission of bids specified in NIT, in a sealed Envelope. The envelope shall bear (the tender name), the tender number and the words "DO NOT OPEN BEFORE" (due date & time).

i) Original Demand Draft (DD) – drawn in favor of NIT Durgapur, payable at Durgapur, issued by any scheduled bank towards the payment of total Bid Security/EMD as per NIT through a single Demand Draft which to be deposited on or before of bid submission date. NSIC registered MSME bidders who want to claim the EMD exemption need to submit the attested copy of the latest and valid MSE certificate in place of the DD of the EMD. NSIC/MSME Certificate for the specific service only to avail this exemption. The original document projected for EMD exemption can be verified/checked at the discretion of the tendering authority. A copy of self-attested of the same **is to be submitted physically.**

ii) Earnest money as mentioned, is to be deposited along with tender, in the form of an A/C payee demand draft in favor of "National Institute of Technology, Durgapur" payable at SBI, NIT Durgapur branch Durgapur-713209 and to be enclosed with in part "A" of the tender.

- 1) Quotation shall remain valid for a period of not less than 90 days after opening of price bid.
- 2) Please fill in the attached sheets Form A otherwise the tender will be rejected. Do not change or modify the content. You can download it from institute website and CPP Portal <https://eprocure.gov.in/eprocure/app>.
- 3) Bidders can also download and get necessary information regarding tender documents from CPP <https://eprocure.gov.in/eprocure/app> and Institute website, <https://nitdgp.ac.in/p/tendersnitd>
- 4) Bids with unconditional rebates may be accepted but conditional tenders will be summarily rejected.
- 5) No changes are to be made in BOQ, any tampering with the BOQ will result in disqualification.
- 6) Bidders are requested to provide valid email IDs, contact numbers and other information. The same should be clearly written/ typed without any error. Failure of any communication due to invalid email ID /phone no. etc. is not the responsibility of the Institute.
- 7) Tender calling authority reserves the right to cancel any tender or close agreement any time without giving any reasons.
- 8) It is the bidder's responsibility to ensure that the scanned documents should be clear. Set the resolution (DPI) while scanning to maximum. The Institute is not responsible for any disqualification if the documents can't be verified/ascertained on account of poorly scanned images. Any misrepresentation/concealment/ fraud/collusion on part of the bidders, is an offence and the Institute reserves the right to take action against the bidder(s). The order/tender/bid may be cancelled and/or the bidder(s) debarred from further tendering process of the Institute.
- 9) The documents as requested must be uploaded in CPP Portal website correctly and in order. The hard copies of documents as stated in this tender document must reach on time.
- 10) Notwithstanding anything specified in this tender document, the Institute unconditionally and with assigning reasons, reserves the right to: (a) accept or reject the lowest tender or any other tender or all the tenders, at any time prior to the award of the purchase/work order, without incurring any liability to the affected tenderer or tenderers; (b) accept any tender in full or in part; (c) reject the tender offer not confirming to the tender terms; (d) give purchase preference to Public Sector Undertaking wherever applicable as per Govt. Policy/ Guidelines; (e) cancel the bidding process and reject all quotations at any time prior to the award of contract. Bids with unconditional rebates may be accepted but conditional tenders will be summarily rejected.
- 11) The final type, variant & quantity of goods in question to be serviced/purchased are to be as per the discretion of the Institute keeping in mind our requirements. Therefore, price may not be the sole consideration. Bidders are requested to take care as to not to quote sub-standard products in order to gain an order. The Institute reserves the right to cancel an order, if on inspection, it is deemed by the

Institute to be of sub-standard quality or not meeting our specifications/requirements, as the case may be, irrespective of the price. Bidders may be required to produce samples &/or price justification even before placing of an order.

12) VOID

13) No interest will be paid by the Institute on EMD/Security Deposit.

14) Failure of Order Execution:

If a successful bidder after receiving the order fails to execute the order within the stipulated period or does not fulfil any of the terms and conditions in any respect, the Institute reserves the right to cancel the order unilaterally. In such case, the EMD/SD of the bidder will be forfeited and no claim whatsoever will be entertained thereof.

15) In case the agency fails to carry out the work as per directions of the Institute authority or terms & conditions of tender document/ W.O. the order may be cancelled by the Institute without incurring any liability to the bidder. The EMD/Security deposit stands to be forfeited. The Institute may impose fines in cases where it deems fit.

16) Black Listing: The bidder should not have been blacklisted or debarred from participating in tenders in any State/ Central Government agencies or autonomous bodies or Universities / Educational Institutions or PSUs. A declaration to this effect is to be uploaded with the technical bid.

17) It will be the sole responsibility of the Agency to abide by the provisions of the following acts as to the workers engaged by him for performance of this contract :

i. Employment of Children Act, ii. Workmen Compensation Act, iii. Employment of Labour/Contract Labour Act, iv. Industrial Employment Act, v. Contract Labour Abolition and Regulation Act 1970, vi. Minimum Wages Act, 1948, vii. Employee Provident Fund Act, viii. Employees State Insurance Act, 1948 and ix. Any other act or legislation, which may govern the nature of the contract.

18) The Agency will be required to pay wages as per Minimum Wages fixed by the Government from time to time. The Agency will be required to take labour license, if required.

19) All supplies of spare parts are to be guaranteed against manufacturing defects and must be replaced at suppliers' cost. Removal and replacement of rejected goods will be supplier's responsibility and at supplier's cost.

20) All invoices raised should bear printed serial number, date and should mention the Work Order no. and date. Prices, extra charges (if any) and taxes (rate, % & type of tax) are to be shown separately and the Challan should bear Security entry stamp of NIT Main Gate. The Challan should clearly state the make/manufacturer, model, specifications; quantity etc. of the items supplied.

21) If the date of tender opening happens to be a holiday or the Institute remains closed due to any reason, the date for the same will be shifted to the next working day at the same time.

22) Changes, if any, to this Tender Notice will be intimated as corrigendum/addendum to the same on the Institute website (www.nitdgp.ac.in/) CPP Portal <https://eprocure.gov.in/eprocure/app> , so bidders are requested to check the same regularly. No personal intimation will be given.

23) The contractor shall at his own expense, conform to all anti-malarial/anti-Covid-19 instructions given to him by the Employer including the filling up of any borrow pits which may have been dug by him.

i. The above rules shall be incorporated in the contract and in notice inviting tenders and shall form an integral part of the contracts.

ii. SOP containing latest Covid-19 protocol issued by GoI/ GoWB/NITD.

Sometimes issue of Corrigendum may be necessary to clarify doubts raised or to make some corrections. All such corrigendum shall be displayed on website <https://eprocure.gov.in/eprocure/app> and NIT Durgapur website. The bidders are therefore advised to refer to this site from time to time to keep them updated.

Note 1: The Bidder has to upload the Scanned copy of all above said documents during Online Bid-submission also.

Note 2: Number of Cover is one for technical bids and the other one for financial bids.

Scope of Work:

1. The contract shall be inclusive of cost of spare parts, replacement of compressor, fan motors, rewinding of motors, gas filling [charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter replacement, relay, thermostat, drain/water & copper pipe replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation, running/starting capacitors or any other parts which may be required for keeping the system operational, labour charges etc. The Agency will be required to keep stock of items/spare parts/substitute machine units etc. locally, so that machines are left in nonworking condition till parts are repaired/replaced/serviced.
2. **The contractor/agency should carry out survey before commencing work to ascertain the exact number, type, make etc.** of AC Machines. A duly signed report of the same is to be provided to the Institute.
3. The contractor/agency shall use the material of per National Code/ CPWD/ PWD specification for repairs/replacement. Agency must show the new parts to concerned Department/Section Head. The old parts, which are replaced, must be deposited in the Maintenance Section of NIT Durgapur. If the firm uses a non-ISI marked Part, it will have to intimate the reason for doing so to this Institute. Spare parts are to be genuine & of respective brand (OEM). If a particular make/brand of AC is no longer manufactured a written declaration to that effect is to be given by the Agency. In case of spare parts declaration to that effect may be required from OEM. For any part/machine condemned, the report is to be placed to Institute Authority/committee for decision).
4. **Preventive Maintenance:** Every machine (ODU & IDU) shall be serviced at least once every quarter. A record of such services duly acknowledged by the person using the machine or in his absence, in charge of the location of the AC shall be maintained. At least one wet and one dry servicing per machine is compulsory during the year. These original servicing reports duly signed are to be provided with the bill.
5. **Breakdown Maintenance:** The contractor/agency will be required to attend to the 'break down' calls of Air Conditioners within 24 hours of the complaint. During the execution, a single point of contact number must be provided for easy communication. No Air Conditioner or any part thereof shall be taken out by the mechanic to the workshop. The work is to be carried out in the premises of the Institute. However, the work which cannot be done in the office premises would be allowed to be done outside and no extra charges will be paid for this work.
6. The Agency shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; the Agency will be under obligation to change the staff immediately when instructed by Authority. The Agency shall observe all the laws and will be responsible for any prosecution or liability arising from breach of any of those laws. NIT Durgapur will not hold any responsibility with regard to staff on the role of the Agency what so ever.
7. The Agency and his/her staff shall follow the rules and regulations of the Institute in force and instructions issued from time to time. NIT Durgapur will be free to take action against the Agency for violating the same. Company ID cards should be carried by the staff at all times. Security gate pass of the Institute needs to be made for all the staff of the Agency.
8. Agency will be fully responsible for any accident or mishaps involving workers engaged by the Agency and the Agency would pay claims made on this part. The Agency shall indemnify the Institute from any claims arising out of accidents, disabilities of any nature or death arising out of provisions under law, or any other nature in respect of all workers engaged by the Agency. The Agency is to pay for any damage to the Institute property in course of work.

9. **Duration of Contract:** The successful bidder will be required to enter into a contractual agreement on non-judicial stamp paper of Rs. 100/- with the NIT Durgapur. The period of annual contract shall be for 01 (one) year from the date of receipt of work order. The rates shall remain fixed during the entire duration of contract. Only government dues/charges/taxes may change. In case of unsatisfactory service/complaints, the Institute Authority reserves the right to cancel the contract at any moment.
10. **Register of Stock / Service:** a) The Contractor / Supervisor of the Contractor shall maintain Stock records of the spares for immediate requirements for replacing on being found faulty in any of the units. The stock register shall be prepared in consultation with the Client. b) The Contractor / Supervisor of the Contractor shall prepare a register of Complaints / Service Register in consultation with the Client and the same shall be produced to the competent authority of the Client fortnightly. c) Maintaining of History card. d) Maintaining Register for spares replacement e) Maintaining separate Report for Breakdown and Service Report.
11. **Payment** for the AMC yearly charges will be made in quarterly basis.
12. In case the Agency fails to carry out a work, the Institute reserves the right to get the work done from outside and the cost is to be indemnified to the Institute by the Agency.
13. The purchaser reserves its right to terminate the maintenance contract at any time after giving due notice without assigning any reason. The Agency will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the Agency for maintenance services already performed in terms of the contract, these would be paid to it/him as per the contract terms.
14. The Agency cannot sub-let the contract or any part thereof.
15. Settlement of any dispute will be made under the jurisdiction of Durgapur Court. Settlement of any dispute will be made by Competent Authority of NIT Durgapur failing which through arbitration by Director, NITD or may be made under the jurisdiction of Durgapur Court.
16. The terms of the accepted offer shall be incorporated in the work order. The bidders should be ready to carry out the work on urgent basis.
17. Conditional bids will not be accepted.
18. All other terms and conditions of GFR 2017 of the Government of India, the Institute's rules/orders etc. Will be applicable. Integrity pact as per GFR 2017 must be adhered to.
19. Warranty period to be furnished in the below mentioned items (if required for replacement):

Warranty period on replaced parts:	Period of warranty offered in years (to be filled by bidder)
a) Compressor	
b) Remote	
c) Fan Motor	
d) Heating Kit	
e) Cooling Kit	

DECLARATION CERTIFICATE (Form –A)

1. Price reasonability: It is certified that the RATE quoted against the NITD's tender number _____ dated _____ for the supply/ installation/ commissioning/ servicing of....., is not more than the rates charged to other NIT's / IIT's / Central or State Government Organizations / Research Laboratories / Defence establishments/ Autonomous Bodies/PSUs, for similar supplies/works made by our firm, in the recent past. If at any stage, it has been found that the quoted rate to NITD is higher than the rates charged to above mentioned Institutions, then in such a situation / condition, NITD shall have the right to take appropriate action against us, for recovery of excess rates. NITD reserves the right to cancel the tender or reject the bid.
2. Blacklisting: I _____ Contractor /partner/sole proprietor (Strike off word which is not applicable) of firm M/s. _____ do also hereby solemnly affirm and declare that my/our individual/firm/companies is not/ has not been blacklisted by NIT's / IIT's / Central or State Government Organizations /Research Laboratories /Defence establishments/ Autonomous Bodies/ PSUs etc..
3. I do hereby solemnly declare and affirm that the above declaration and all details provided by me in the tender/ bid document is true and correct to the best of my knowledge and belief. No part of it is false and nothing has been concealed therein.
4. In the event of any such information, pertaining to the aforesaid matter found at any given point of time either during the course of the contract or at the bidding stage, my bid/ contract shall be liable for truncation / cancellation / termination without any notice at the sole discretion of the Institute.

Yours faithfully,

Authorized signatory of Bidder with Seal

Name.....

Designation.....

Date:

SAMPLE AGREEMENT FORM

This agreement made the _____ day of _____ 20-- between the National Institute of Technology, Durgapur (hereinafter called the employer) of one part and _____ (Name and address of contractor) in the state of _____ (District) (hereinafter called the contractor of the other part. Whereas the employer is desirous that certain work should be constructed viz. _____ (Name of work), and has accepted a tender by the contractor for the construction, completion and maintenance of such works. Now this agreement witness as follows:

- 1) In this agreement, words and expression shall have the same meaning as are respectively assigned to them in the conditions of contract hereinafter referred to.
- 2) The following documents shall be deemed to form and be read, construed as part of this agreement, viz.:-
 - a) The said tender
 - b) Invitation to tender
 - c) Instructions to tenderers
 - d) General terms and conditions of contract
 - e) Scope of Work
 - f) Specifications
 - g) Tender schedule showing the approximate quantities, quoted rate and amount against each item
 - h) Period of contract
 - i) Work Order (No.: _____).

3) In consideration of the payments to be made by the Employer to the contractor hereby covenants with the Employer to construct, complete and maintain the works in conformity in all respects with the provisions of the contract.

4) The Employer hereby covenants to pay the contractor in consideration, of the construction, completion and maintenance of the works the contract price at the times and in the manner prescribe by the contract.

In witness of the parties hereto have caused their respective common seals to be hereunto affixed (or to have set their respective hands and seals) the day and the year first above written.

The common seal of REGISTRAR, National Institute of Technology, Durgapur-9 was hereunto affixed in the presence of:

Signed, sealed and delivered by the said CONTRACTOR in the presence of:

Dated Signature of contractor
In the capacity of
On behalf of

Dated signature of the Employer
Designation

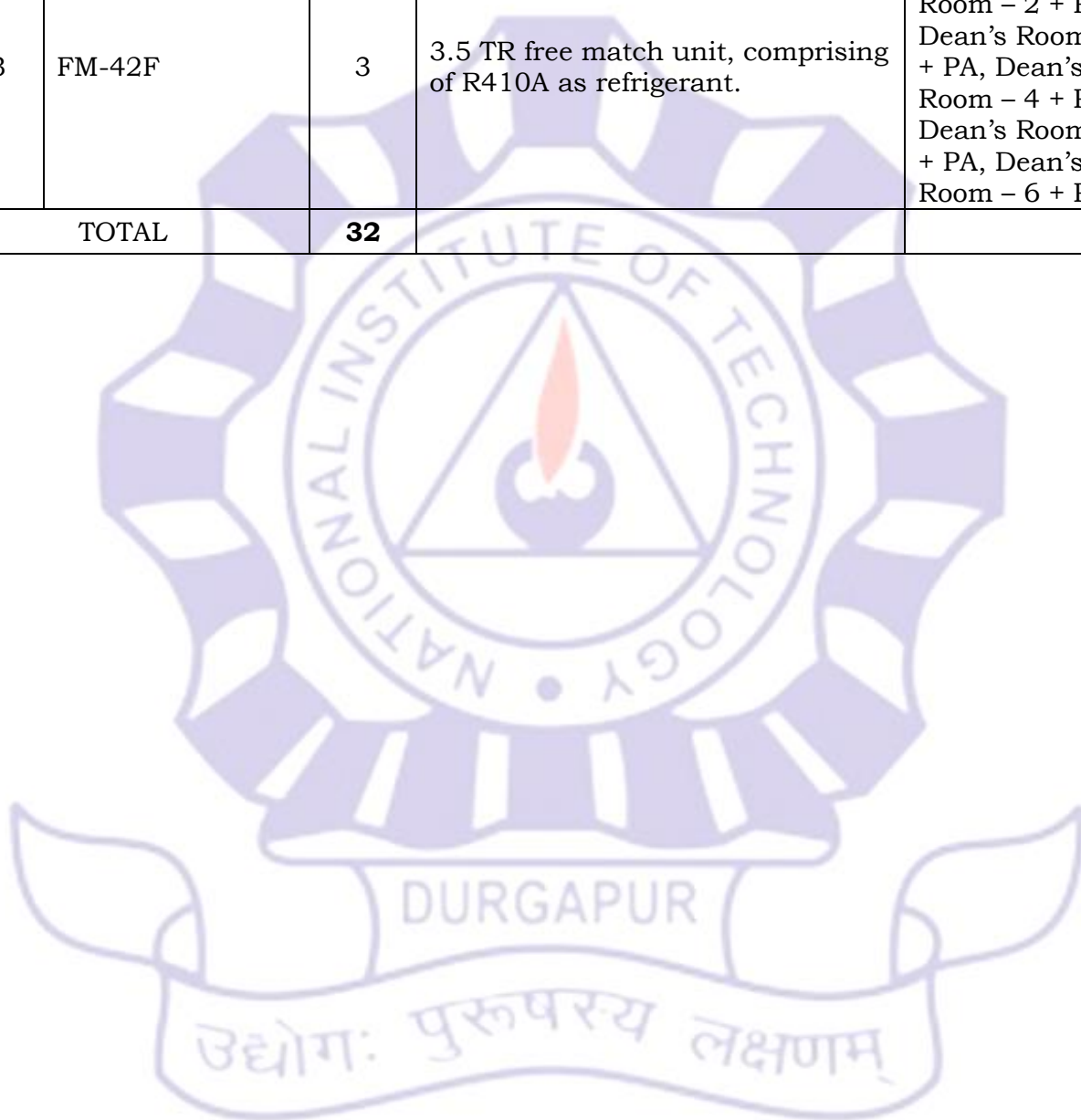
ANNEXURE-I**Details of Equipment and location****Ground Floor**

Sl. No.	Machine Model	Qty	Machine description and condition	Location
1	DSA1021R1A-O	1	8.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Accounts Office
2	DSA1021R1A-O	1	8.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Admin Office (Personnel Section 2)
3	DSA1021R1A-O	2	8.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Senate Room
4	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Cash Section
5	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Internal Audit Office
6	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Record Room
7	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Jt. Registrar F&A
8	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Meeting Room
9	FM-42F	2	3.5 TR free match unit, comprising of R410A as refrigerant.	Personnel Section - 1
10	FM-42F	1	3.5 TR free match unit, comprising of R410A as refrigerant.	TEQUIP Cell / Office of Technical Officer & PA

First Floor

1	DSA1321R1A-O	1	11 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Food Court
2	DSA1021R1A-O	1	8.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Food Court
3	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Registrar Office
4	DSA661R1A-O	1	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Director's Secretary/ Jt. Registrar Establishment.
5	DSA361R1-OA	3	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Seminar Room - 4
6	DSA361R1-OA	2	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Seminar Room - 3
7	DSA361R1-OA	1	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Seminar Room - 1
8	DSA361R1-OA	1	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Seminar Room - 2

9	DSA361R1-OA	1	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant.	Director PA
10	SC48SFO2	1	4 TR cassette unit, air cooled & comprising of R22 as refrigerant.	Director's Cabin
11	SC36SFO2	2	3 TR cassette unit, air cooled & comprising of R22 as refrigerant.	Director's Cabin
12	SC36SFO2	2	3 TR cassette unit, air cooled & comprising of R22 as refrigerant.	Registrar's Room
13	FM-42F	3	3.5 TR free match unit, comprising of R410A as refrigerant.	Dean's Room – 1 + PA, Dean's Room – 2 + PA, Dean's Room – 3 + PA, Dean's Room – 4 + PA, Dean's Room – 5 + PA, Dean's Room – 6 + PA
TOTAL		32		



Annexure-II

B.O.Q for Annual Comprehensive Maintenance Contract for 32 Nos. of Air Conditioning Systems (BLUE STAR make) installed at S.N. Ray Memorial Building at N.I.T. Durgapur.

[Rates are to be quoted in th PRICE BID including GST]

Sl. No.	Type of AC	Qty.	Units
1	11 TR ductable split unit, air cooled & comprising of R22 as refrigerant. Machine Model: DSA1321R1A-O Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	1	Nos
2	8.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant. Machine Model: DSA1021R1A-O Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	5	Nos
3	5.5 TR ductable split unit, air cooled & comprising of R22 as refrigerant. Machine Model: DSA661R1A-O Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	7	Nos.
4	4 TR cassette unit, air cooled & comprising of R22 as refrigerant. Machine Model: SC48SFO2 Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil,	1	Nos.

	Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.		
5	3.5 TR free match unit, comprising of R410A as refrigerant. Machine Model: FM-42F Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	6	Nos.
6	3 TR ductable split unit, air cooled & comprising of R22 as refrigerant. Machine Model: DSA361R1-OA Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	8	Nos.
7	3 TR cassette unit, air cooled & comprising of R22 as refrigerant Machine Model: SC36SFO2 Note: For Items/Services mentioned against Sl. No. 1 to 7: The contract shall be inclusive of cost of all spare parts, replacement of compressor, fan motors, rewinding of motors, gas failing (charging including cost of gas, cleaning, oiling, chemical washing, greasing (General servicing), filter/air filter replacement, relay, thermostat, drain /water & copper pipe/cable replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation for cooling pipe, running/starting capacitors, P.C.B. of IDU and ODU, Magnetic Switch, Transformer, Other Electrical parts of AC, Evaporator Coil, Condenser Coils, Cooling Kit, Heating Kit, Front grill Assy./Plastic cover/Panel, Fan, Remote, Pest Control, O.D.U. Stand and Painting, labours charges and any other material which may be required to keep the system operational etc.	4	Nos.