



**NATIONAL INSTITUTE OF TECHNOLOGY
TIRUCHIRAPPALLI – 15**

Web: www.nitt.edu

Phone: 0431-2503830

e-Procurement Notice

Ref: NITT/EMD/EE/CVL/Tender/2022-23/011

Dated: 24.08.2022

E-TENDER FOR OPERATION AND MAINTENANCE OF DRINKING WATER PUMPING & DISTRIBUTION SYSTEM INCLUDING MAJOR & MINOR REPAIRS AT NITT CAMPUS.

Online tenders are hereby invited in **Three cover system** from Indian Nationals for **Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus, Trichy-15**. Bidders can download complete set of bidding documents from e-procurement Platform <https://eprocure.gov.in/eprocure/app> from **24.08.2022** onwards. Bidders need to submit the bids online for the interested items by uploading all the required documents through <https://eprocure.gov.in/eprocure/app>.

Last Date/ Time for receipt of bids through e-procurement is: 14.09.2022 (12.00Hrs) (Server time).

Late bids shall not be accepted.

For further details regarding Tender Notification & Specifications please visit website:

<https://eprocure.gov.in/eprocure/app> and www.nitt.edu

CRITICAL DATE SHEET

Published Date	24.08.2022 (17.30 Hrs)
Bid Document Download Start Date	24.08.2022 (17.30 Hrs)
Clarification Start Date	24.08.2022 (17.30 Hrs)
Clarification End Date	13.09.2022 (17.00 Hrs)
Pre-Bid Meeting Date	30.08.2022 (11.00 Hrs)
Bid Submission Start Date	01.09.2022 (12.00 Hrs)
Bid Submission End Date	14.09.2022 (12.00 Hrs)
Bid Opening Date(Technical)	15.09.2022 (12.00 Hrs)
Bid Opening Date(Price)	Will be announced after technical evaluation

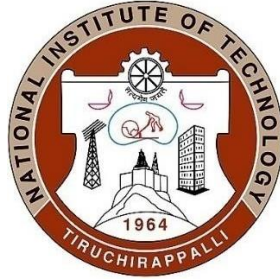
Note :*Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded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

NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI – 15

Estate Maintenance Department

Web: www.nitt.edu

Phone: 0431-2503830



Tender Document (e - Procurement)

Name of Work/ Service	:	Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus
Tender Notification No	:	NITT/EMD/EE/CVL/Tender/2022-23/011
Date	:	24.08.2022
Name of the Department	:	Estate Maintenance Department
EMD Amount	:	Rs. 1,30,200/-
Last Date & Time of submission of Tender	:	14.09.2022 (12.00Hrs)
Address for submission of Tender	:	THE DIRECTOR, NATIONAL INSTITUTE OF TECHNOLOGY TIRUCHIRAPPALLI-15.
Date & Time of opening of technical bid	:	15.09.2022 (12.00Hrs)

Bidding Procedures

Section I: Instructions for Online Bid Submission

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

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

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

PRICE BID

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

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TENDER DOCUMENT
(TECHNICAL BID)

Name of work	:	Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus
Value of work	:	Rs. 65,10,000/- (Plus GST Extra Applicable)
Tender Enquiry No.	:	NITT/EMD/EE/CVL/Tender/2022-23/011 Dt:24.08.2022
Period of Contract	:	12 Months



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI
NOTICE INVITING TENDER TECHNICAL BID

Tender Notification No: **NITT/EMD/EE/CVL/Tender/2022-23/011**

Dated: 24.08.2022

Name of work	Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus
Earnest Money deposit	Rs. 1,30,200/- (Rupees One Lakh Thirty Thousand Two Hundred only)
Period	Initially for a period of 3 months and based on performance the work may be extended to further 9 months. On completion of 1 year, the contract may be extended for another one year based on Performance of the contractor. Additional extension (after 2 years) for one more year/part at the sole discretion of NITT.
Cost of Tender Schedule	Nil
Last date and Time of Receipt of Tender documents	14.09.2022 up to 12.00 p.m.
Date and Time of Pre – bid Meeting	30.08.2022 on 11.00 am at EMD Office
Date and Time of Opening Technical bid	15.09.2022 up to 12.00 p.m.
Date and Time of Opening Financial bid	After evaluation of technical bids, the date, time and place of opening of the Price bid will be intimated only to technically qualified bidders
Address for submission of Tender	The Director, National Institute of Technology, Tiruchirappalli - 620 015
Procedure for submission of Bid	E-Tender through Central Public Procurement Portal (CPPP)

Check list to evaluate the capability of the tenderer qualifying for price bid opening.

SL.No	Description / Requirement from the tenderer	Tenderer's response should be clear, Firm, complete & legible. If necessary, separate sheet shall be used.
1	Name & Complete address of the tenderer with contact details:	
2(a)	Details of EMD Demand draft No. Amount Rs. Bank details:	(Bids without EMD will be summarily rejected unless copy of NSIC/MSME with valid registration is attached)
2(b)	NSIC/MSME Registration No: Company Name & Address: Validity : Product for which registered:	
3	Status of the tenderer: Proprietorship / Partnership / Private Limited. / Public Limited	
4	Details of Contract Registration with Govt. depts. Class and value	
5(a)	Details of PAN	
5(b)	Employees provident fund Registration:	
5(c)	Employees State Insurance Registration:	
5(d)	GST Registration:	
5(e)	Labour License	
6	Copy of Income Tax Return for the last 5 years ending 31.03.2022	
7	Details of similar works executed with Govt. depts./reputed private Ltd, companies or educational institution/ universities during last 5 years	Use separate sheet to furnish complete details
8	If you have any black listed/ Termination / an incomplete of previous contract, if any at NITT and other organization. (any available give details separately)	Yes/ No

Note: Attested copy of relevant certificates for items 2b-8 are to be enclosed.

I/We hereby certify that the information furnished above and the attached documents as proof of the information are true and correct to the best of our knowledge.

I/We understand that these details are required to decide our eligibility to participate in the tender process and opening of our price bid thereon.

I/We also authorize the Director, NITT or representative of NITT to approach the end client to verify the source of the certificate, our competence, if required, for processing the tender.



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI -15

NOTICE INVITING TENDER

Tender Notification No.: **NITT/EMD/EE/CVL/Tender/2022-23/011** Dated: **24.08.2022**

National Institute of Technology, Tiruchirappalli invites E - tender, for the below mentioned work **up to 12.00 p.m. on 14.09.2022** for the following work:

Name of work	EMD	Period
Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus	Rs. 1,30,200/- (Rupees One Lakh Thirty Thousand Two Hundred only)	12 (Twelve) Months; Initially for a period of 3 months and based on performance the work may be extended to further 9 months. On completion of 1 year, the contract may be extended for another one year based on Performance of the contractor. Additional extension may be given (i.e., after 2 years) for one more year or part year and it is extended at the sole discretion of NITT.

Eligibility criteria: -

i) Contractors who fulfil the following criteria are eligible to submit the tender. Experience of having Successfully completed similar supporting services/ Water supply Annual Maintenance work during the last 5 (Five) years ending 31-07-2022 that should be either of the following:

- Three similar municipal water supply works and Experience in operation and maintenance (at least one of them should be for Central / State Government/Central/State Autonomous Bodies / Public Sector Undertaking/reputed private limited companies/ reputed educational institutions/University) each costing not less than Rs. **26 Lakhs**.

OR

- Two similar municipal water supply works and Experience in operation and maintenance (at least one of them should be for Central / State Government/Central/State Autonomous Bodies / Public Sector Undertaking/reputed private limited companies/ reputed educational institutions/University) each costing not less than Rs. **33 Lakhs**.

OR

- One similar municipal water supply works and Experience in operation and maintenance (at least one of them should be for Central / State Government/Central/State Autonomous Bodies / Public Sector Undertaking/reputed private limited companies/ reputed educational institutions/University) each costing not less than Rs. **52 Lakhs**.

- ii) Performance certificate from the department where the work is completed, (Minimum good & above)
- iii) Should have profit in any three financial years among the last Five financial years.
- iv) The average annual turn over of the bidder in any of the last three financial years among

the last five financial years shall be **Rs. 23 lakhs**

- v) Should have a solvency of not less than **Rs. 26 lakhs** from any Nationalised / scheduled Bank valid from last six months.
- vi) Separate Registration code No. for ESI, EPF and PAN on contractor's name / firm
- vii) Contractor has to submit live Agency/Company Registration certificate.

INSTRUCTION TO TENDERERS

- 1) Time is the essence of the contract. Being a time bound maintenance, the contractor should make all efforts to complete the individual works in allotted time.
- 2) The tenderers are advised to visit the site and get themselves acquainted with the site conditions before submitting the offer.
- 3) While quoting the percentage rate, the contractor has to account for statutory payments towards ESI & EPF to arrive at workability percentage of rates, apart from his establishment.
- 4) The contractor has to furnish the security deposit, as per the Clause indicated elsewhere in this document, if the work is awarded. Further the contractor has to furnish 50 % of security deposit before signing of agreement and commencement of work.
- 5) Since the responsibility for the quality, workmanship and accuracy of any work being carried out under this contract lies with the contractor, the contractor should ensure that no work is done without the presence of contractor's representative at the work spot, whose strength depends on the value of contract awarded. The contract should arrange for surveying construction site at his own cost.
- 6) The decision of Executive Engineer shall be final and binding on the contractor regarding clarification of items in this tender schedule.
- 7) To safeguard the persons working at height in roof, wall etc., sufficient number of Industrial safety nets shall be provided at tenderer's cost in appropriate level and locations. The working hand including Supervisors, Engineers should wear the personal protective items and safety measures such as helmets, safety belts, shoes, etc., before entering into working place.
- 8) The tenderer has to deploy adequate labour of required categories such as Unskilled, Semiskilled, Skilled, Helper, Operators, Plumber, Supervisor technically experienced, etc. so as to execute the works simultaneously in all areas of work.
- 9) The contractor shall follow norms of NITT security system for movement of men & materials within the complex.
- 10) All materials brought by the Contractor for incorporation in the work shall be got inspected and approved by the Engineer-in-charge before they are incorporated in the work.
- 11) The contractor should extend fullest co-operation with the third party agencies engaged, if any by NITT, to adhere the Quality Control Procedures ensuring quality.
- 12) The contractor should extend full co-operation to the other contractors who may be doing other works in the same areas to enable them to execute their portions of work without any delay or difficulty.
- 13) Tenderers are requested to furnish the duly filled in E-format attached as separate sheet along with a cancelled cheque leaf to accept Electronic fund transfer / R T G S transfer for any payment from NITT, Trichy.
- 14) No advance / mobilization advance will be given by NITT.

- 15) **NITT reserves its right to reject a tender due to unsatisfactory past performance in the execution of a contract awarded against a different Tender.**
- 16) The Contractor shall have to remit EPF & ESI contributions at the rates applicable under law to the authorities concerned for the total wages paid / abide by BOCW Act / Coverage in Group Insurance Scheme / All Risk Policy.
- 17) The contractor's responsibility under this contract shall commence from the date of Receipt of the LOI by the tenderer. The scheduled period of completion for this work is as mentioned in page No. 01, and the Contractor will have to plan his work accordingly.
- 18) Any deviation to this tender terms & condition and schedules of this tender will cause total rejection of the offer submitted
- 19) Incomplete offers will become liable for rejection.
- 20) Tenders along with completed Qualification Documents received in time will be opened at Stores and Purchase Section, NIT Trichy. In the event of this day being declared a holiday, the tenders will be opened at the scheduled time and place on next working day.
- 21) Other details and the method of evaluating the capacity of the prospective contractors are detailed elsewhere in this document.
- 22) The Director, NIT, Tiruchirappalli reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 23) The Director, NIT, Tiruchirappalli-15 also reserves the right to disqualify such bidders in the future tenders whose performance was not satisfactory against the earlier contracts entered into NIT, Tiruchirappalli-15.
- 24) After award of the contract, if performance of the selected contractor is found to be not satisfactory during the trial period of three months, NITT reserves the right to terminate the contract at any time by giving short notice and forfeiting the security deposit to compensate the extra cost to be incurred by NITT in carrying out the service through alternate agency. If the performance is satisfactory, the contract will be extended for nine more months with the approval of Executive Engineer/Estate Maintenance Department.
- 25) In the event of the disputes, differences, claims and questions arising between the parties here to arising out of this agreement or anyway relating here to or any term, condition or provisions herein mentioned or the validity, interpretation, thereof or otherwise in relation hereto, all such dispute claims or question shall be referred to Sole Arbitrator appointed by the NITT. Such arbitration shall be held in accordance with the provisions of arbitration and conciliation act 1996 or re-enactment thereof for the time being in force and arbitration proceedings shall be held at Tiruchirappalli. All legal disputes shall be subject to the jurisdiction of court at Tiruchirappalli.
- 26) **Earnest Money Deposit:**
Earnest Money is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to him. Shall also be furnished in the form of Demand Draft /Bank Guarantee in favour of The Director, NIT Tiruchirappalli. EMD in any other form will not be accepted.
Draft for Rs. 1,30,200/- (Rupees One Lakh Thirty Thousand Two Hundred only) towards Earnest Money Deposit which is refundable to the unsuccessful bidders. In respect of successful bidder, the same will be adjusted against the security deposit.
EMD may be exempted in case of NSIC/ MSME submission in the relevant field.
Tender documents received without EMD shall be summarily rejected which is exemption for MSME/NSIC contractor only. However, the proof of MSME/NSIC should be attached. Original Demand Draft/Bank Guarantee to be received in due date of tender, otherwise tenderer may be disqualified.
Bidder should submit the EMD as specified in the tender. The hard copy should be posted / couriered / deposit in person to the Central Dispatch section / Tender Inviting Authority, within bid submission due date and time as indicated in the tender. Scanned copy of the instrument should be uploaded as part of the offer.

EMD by the Tenderer will be forfeited if,

- a) The tenderer does not commence the work within the period as per LOI / Contract. In case the LOI / contract is silent in this regard then within 15 days after award of contract the tender will be cancelled.
- b) EMD given by all unsuccessful tenderers shall be refunded normally within fifteen days of acceptance of award of work by the successful tenderer.
- c) EMD shall not carry any interest.

27) Security Deposit

I. Security Deposit should be collected from the successful tenderer, before start of the work, the rate of Security Deposit will be as below:

Up to Rs. 10 lakhs 10%

Above Rs. 10 lakhs up to Rs.50 lakhs Rs.1 lakh + 7.5% of the amount exceeding Rs. 10 lakhs.

Above Rs. 50 lakhs Rs.4 lakhs + 5% of the amount exceeding Rs. 50 lakhs.

II. Account payee Demand Draft/Fixed Deposit Receipt, Banker's cheque or Bank guarantee from any of the commercial Banks in favour of **The Director, NIT, and Tiruchirappalli** is accepted towards Security Deposit.

III. Security deposit can also be recovered at the rate of 10% from the running bills. However, in such cases at least 50% of the Security Deposit should be deposited before start of the work and the balance 50% may be recovered from the running bills.

IV. EMD of the successful tenderer shall be converted and adjusted against the security deposit.

V. The security deposit shall not carry any interest.

VI. Unless the contractor whose tender is accepted signs, the Contract Agreements and makes the necessary security deposit specified in Para above within Fifteen days of the date of the order directing him to do so, the amount of Earnest Money Deposit already deposited by him will be forfeited and acceptance of his tender withdrawn.

VII. NITT shall not be responsible for any loss of securities, due to liquidation for any other reasons, what-so-ever or any depreciation in the value of the securities while in their charge or for any loss of interest there on.

VIII. All compensation or other sums of money payable by the Contractor to NITT under the terms of this contract or under any other contract with NITT may be deducted from the Security Deposit or realized by the sale of the securities or from the interest arising therefrom or from any sums which may be due or may become due to the contractor by NITT and in the event of this Security Deposit being deducted by reason of such deductions or sale, as aforesaid, the Contractor shall within 7 days thereafter, make good in cash or in securities endorsed as aforesaid, any sum by which the Security Deposit has been reduced.

28) REFUND OF SECURITY DEPOSIT: - The Security Deposit mentioned above may be refunded to the Contractor after a period of 12 months on termination or expiry of the contract provided always that the Contractor shall first have been paid the last and final bill and have rendered a "NIL CLAIM CERTIFICATE.

Earnest Money Deposit (EMD) is to be paid by each tenderer to ensure that the tenderer does not refuse to execute the work after it is awarded to them and shall be furnished in the form of

Demand Draft in favour of The Director, NIT Tiruchirappalli payable at SBI branch at NITT. EMD in any other form will not be accepted.

EMD of the unsuccessful contractor shall be refunded on finalization of the contractor and the EMD amount shall not carry any interest.

Tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of the Tender.

If lowest tenderer withdraws his tender before the said period or issue of acceptance, whichever is earlier or makes any modification in the terms and conditions of the tender which are not acceptable to the Institute, then NITT, shall without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money with blacklisting the firm. The Security deposit will be released within six months on satisfactory completion of the contract including extended period.

- 29) **PRE-BID MEETING:** The Tenderers or his authorized official representatives are invited to attend a Pre-bid Meeting which will take place at the Estate Maintenance Department on **30.08.2022 at 11.00 AM**. The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage. The tenderers are required to submit questions if any in writing so as to reach the EXECUTIVE ENGINEER, NITT before the pre-bid meeting. Non-attendance at the Pre-bid Meeting will not be a cause for disqualification of a Tenderer. However, Clarifications given in the Pre-bid meeting are the part of tender documents and are bound to be agreed & signed by lowest bidder during the issue of work order.
- 30) **DISPUTE RESOLUTION MECHANISM** In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue. The decision of competent authority, NIT Trichy in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsistence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Director, NITT. The Director or an Arbitrator appointed by The Director would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996. According to Arbitration and Conciliation Act, the award can be challenged and the jurisdiction is District Courts. the jurisdiction shall be the **District Court of Tiruchirappalli**. The writ can also be filed before the High court.
- 31) National Institute of Technology will not be bound by any power of attorney granted by the tenderer or by changes in the composition of firm made subsequent to the execution of the contract. They may however recognize such power of attorney and changes after obtaining proper legal advice, the cost of which will be chargeable to the contract concerned.
- a. If the tenderer deliberately gives wrong information in his tender or creates conditions favourable for the acceptance of his tender, NITT reserves the right to reject such tender at any stage.
 - b. The expenses for completing and stamping the agreement shall be paid by the contractor.
 - c. Tenderers shall not increase their quoted rate in case NITT, negotiates for reduction of rate. Such negotiation shall not amount to cancellation or withdrawal of the original offer and the rate originally quoted shall be binding on the tenderers for a period of three months from the date of opening of tenders.
 - d. Canvassing in any form in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection

- e. TENDERERS should fill in all the required particulars in the blank spaces provided for this purpose in the tender documents and also sign each and every page of Tender Documents including the drawings attached there to, before submitting their tender.
- f. Conditional and Un witnessed tenders, tender containing absurd rates and amounts tenders which are incomplete or otherwise considered defective and tenders not in accordance with the tender conditions laid down by the Accepting Officer are liable to be rejected.
- g. Tenders not submitted on the prescribed form are liable to be rejected.
- h. This tender notice shall be deemed to form an integral part of the contract to be entered into for this work.
- i. The tenderers are advised to go through the condition stipulated in Tender document & code of conduct for Safety of Contract Labourer' in details. Any violation thereof will invite punitive action being taken against them. While quoting the rate all the above factors are to be considered.
- j. Agency registered with NSIC is exempted from payment of tender Earnest Money Deposit but required to attach the attested copy of registration indicating the company name, address, registration number, validity & product for which registered in the technical bid, for the specified financial criteria. Any deviation in the certificate on product or validity or name of the company tendering, will attract rejection resulting non-opening of respective price bid.

32) ARBITRATION:

Except where otherwise provided for in the contract all questions and disputes relating to the meaning of the specifications, designs, drawings and instructions hereinbefore mentioned and as to the quality of workmanship or materials used on the work or as to any other **question, claim, right, matter or thing whatsoever in any way arising out of or relating to** the contract, designs, drawings, specifications, estimates, instructions, orders or these conditions or otherwise concerning the work or failure to execute the same whether arising during the progress of the work or after the completion or abandonment thereof shall be referred to the sole arbitration of the Director of NITT and if Director is unable or unwilling to act, to the sole arbitration of some other person appointed by the Director, willing to act as such arbitrator. The cases referred to arbitration shall be other than those for which the decision of the Executive Engineer/ Engineer-in-charge is expressed in the contract to be final and conclusive. There will be no objection if the arbitrator so appointed is an employee of NITT and that he had to deal with the matters to which the contract relates and that in the course of his duties as such he had expressed views on all or any of the matters in dispute or difference.

The arbitrator to whom the matter is originally referred being transferred or vacating his office or being unable to act for any reason, Director as aforesaid at the time of such transfer, vacation of office or inability to act, shall appoint another person to act as arbitrator in accordance with the terms of the contract. Such person shall be entitled to proceed with the reference from the stage at which it was left by his predecessor. Subject as aforesaid the provision of the Arbitration & Reconciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

It is a term of the contract that the party involving arbitration shall specify the dispute or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of each such dispute.

The arbitrator(s) may from time to time with consent of the parties enlarge the time for making and publishing the award.

The work under the Contract shall, if reasonably possible, continue, during the arbitration proceedings and no payment due or payable, to the Contractor shall be withheld on account of such proceeding.

The Arbitrator shall be deemed to have entered on the reference on the date he issues notice to both the Parties fixing the date of first hearings. The arbitrator shall give a separate

award in respect of each dispute or difference referred to him. The venue of arbitration shall be such place as may be fixed by the arbitrator in his sole discretion. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract.

In the event of disputes or differences arising between one public sector enterprise and a Govt. Department or between two public sector enterprises the above stipulations shall not apply or its amendments for arbitration shall be applicable.

33) FORCE MAJEURE CLAUSE: If at any time during the continuance of this contract the performance in whole or in part by either party of any obligations under this contract shall be prevented or delayed by reason, of any war, hostilities, acts of the public enemy, civil commotion, sabotage, fires, explosions, epidemics, quarantine, restrictions or acts of GOD (hereinafter referred to as events) then provided notice of happening of any such events is given by either party to other within twenty one days from the date of occurrence thereof.

Neither party shall reason of such events be entitled to terminate this contract nor shall either party have any such non-performance and delay is resumed as soon as practicable after such events has come to an end or ceased to exist.

If the performance in whole or part of any obligation under this contract is prevented or delayed by reason or any such event claims for extension of time shall be granted for period considered reasonable by NITT subject to prompt notification by the tenderer to NITT of the particulars of the events and supply to the NITT if required of any supporting evidence. Any waiver of time in respect of partial instalment shall not be deemed to be a waiver of time in respect of remaining deliveries.

The correspondence exchanged against the tender from both tenderer and NITT through email are considered as valid document legally though it is not signed. It is treated as valid confirmations made on behalf of the respective company and very much comes under the legal ambit of the business transaction and hence it is binding on both the parties to the business.

Any transaction pertaining to the tender from both the parties of business done round the clock irrespective of the office or business hours of the companies, are valid legally and binding on both the parties. This applies to the extent only in such cases where deadline time for transaction is not specifically declared by either or both the parties to the business.

In case Letter of Intent (LOI) is issued through email, the PC generated time and date of mail shall be construed as the official time and date of release of LOI. In as much as this date is within the last date of validity given by the bidder the LOI is said to have been issued within the validity period and shall be bidding on both the parties to the business.

Tenderers participating in the tender should declare in their technical bid that whether they have been black-listed / kept on hold for a specified period / given Business holiday for a specified period by any Public sector undertaking or Government departments. The reasons for such action with details and the current status of such hold shall be clearly furnished to NITT. If no such details are mentioned in the offer then it will be construed that the subject bidder is not under any such hold. But at a later date if it comes to the notice of NITT about any such hold under enforcement on the subject bidder, NITT will have every right to reject the offer of such vendors at any point of time and also under any stage of the finalization of the subject tender irrespective of the status of the subject bidder in that tender. Such bidders will not be permitted to participate in the further tender proceedings and will be communicated suitably. They will not be also considered for any ongoing tenders even if participated till the hold is officially lifted and confirmed in writing.

34) COMPENSATION FOR DELAY:

If the contractor fails to maintain the required progress or to complete the work and clear the site on or before the contracted or extended period of completion, he shall, without prejudice to any other right or remedy of the NITT on account of such breach, pay as agreed compensation an amount calculated as stipulated below or such smaller amount as may be fixed by the NITT on

the contract value of the work for every week that the progress remains below or that the work remains incomplete. This will also apply to items or group of items for which separate period of completion has been specified.

For this purpose the term 'Contract Value' shall be the value at contract rates of the work as ordered and the compensation for delay is by way of recovery at 1 percent of contract value per week of delay provided always that the total amount of compensation for delay to be paid under this condition shall not exceed 10% of the contract value or of the contract value of the item or group of items of work for which a separate period of completion is given.

The amount of compensation may be adjusted or set-off against any sum payable to the Contractor under this or any other contract with the NITT.

SECTION-I

GENERAL INFORMATION AND SCOPE OF WORK

General features of the work are as under:

- 1) Tenderer has to make his own arrangement for the inspection/Assessment of site and his stay during the visits and no payments shall be made on this account.
- 2) Operation of pumps round the clock at sumps in NITT Campus.
- 3) Log book available at work spots should be maintained by recording the time of switching on / off of motors, sumps, and ammeter & voltmeter readings etc.,
- 4) Operation of sluice valves during the process of switching on/off of pump sets.
- 5) Checking and correcting of gland rope in pumps / valves.
- 6) Attending and rectifying the small faults in electrical equipment such as motors, switches, panel boards, lighting circuits including replacement of bulbs, fluorescent tubes, low tension fuses like HRC and re-wire able fuses in switch fuses/panel boards/distribution boards, Minor repair of pipe line, attending bursting of pipe lines, attending leaks, replacement of damaged valves, tapes, etc.
- 7) Regular Cleaning of electrical equipment like motors, starters and panel boards transformers, etc.
- 8) Maintaining log book for operation of pumps recording all necessary electrical parameters like Amps, Volts, PF for each one hour of operation and consumption of Bio-culture, Sodium hypo-chloride, Bleaching powder, filling of distilled water in UPS batteries.
- 9) Chlorination of the water sumps by adding sodium hypochlorite solution should be periodically performed as instructed by the engineer in charge.
- 10) Operating the sump motors and bore well motors as directed by Engineer-in-charge.
- 11) The various operations involved are detailed in the tender documents (Financial bid).
 - a. Adequate safety measures must be evolved and implemented.
 - b. The bill should be prepared by the contractor and submitted to the Estate office by the

contractor as per the detailed procedure given in the tender documents (Financial bid).

- c. All the materials including sodium hypochlorite solution, machinery equipment's etc. required for the work have to be arranged and supplied by the contractor as per consumables part in the price bid.
- 12) The tenderer should furnish the complete details mentioned in the tender document. Inadequate and incomplete details which are not as per the documents are liable to be rejected. At the same time unwanted and unconnected details need not be furnished.
- 13) The bidders are cautioned that furnishing of incomplete information/ ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender application.

SECTION – II INFORMATION AND INSTRUCTION TO BIDDER

1. GENERAL

1.1 The “TECHNICAL BID” (application to qualify) shall contain data and information to enable the institute to draw up a list of agencies who can take part in the tender process and who’s “Financial Bids” (Tenders) can be opened.

The following documents should be enclosed:

- I. Letter of transmittal in the enclosed format.
- II. Solvency certificate from a Nationalized Bank
- III. Financial information in **Form - A** (format enclosed).
- IV. Performance report in **Form - B** of works (format enclosed).
- V. Details regarding the structure of the organization in **Form – C** (Format enclosed).
- VI. Details of personnel establishment in **Form – D** (format enclosed).
- VII. Details of equipment in **Form – E** (format enclosed).
- VIII. Details of ISO certification (if any) in **Form – F** (Format enclosed - An optional document)

1.2 All information called for in the enclosed forms should be furnished against the respective columns in the forms. If information is furnished in a separate document, reference to the same should be given against respective columns. Such separate documents shall be chronologically placed at the end of the prescribed application. If information is ‘nil’ it should also be mentioned as ‘Nil’ or ‘no such case’. If any particular / query is not applicable in case of the applicant, it should be stated as ‘Not applicable’. However, the applicants are cautioned that furnishing of incomplete/ambiguous information, suppression of facts and alteration of prescribed format will entail outright rejection of tender at any point of the time. Application made by fax and those received late after the prescribed date and time will not be entertained.

1.3 The applicant should sign in each page of the application.

1.4 Overwriting should be avoided. Correction, if any, shall be made by neatly crossing out, initialing with date and rewriting over the correction to be done.

- 1.5 Quoted rate shall remain valid for a period of **90 days** from the date of tender opening for the release of work order and will be firm throughout the contract period or till completion of work, once awarded.
- 1.6 References, information's and certificates from the respective clients certifying suitability, technical know-how or capability of the applicant should be signed by an officer not below the rank of Executive Engineer / Project Manager or equivalent.
- 1.7 The applicant may furnish any additional information which he thinks is necessary to establish his capabilities to successfully complete the envisaged work. However the applicants are also advised not to attach superfluous / additional information beyond the requirement of the Bid. No information will be entertained after technical bid is submitted, unless it is called for by the Dean (P&D) / Executive Engineer, EMD-NITT.
- 1.8 Documents submitted in connection with the tender will be treated as confidential and will not be returned.

2. DEFINITIONS

In these documents the following words and expressions have their meaning here by assigned to them.

- a) Employer means The Director, NIT, Tiruchirappalli.
- b) Applicant means individual, proprietary firm, and firm in partnership, limited company (private, public and corporation).

3. METHOD OF APPLICATION

- 3.1 If an individual makes the application, it shall be signed by him above his full type written name and current address.
- 3.2 If a proprietary firm makes the application, it shall be signed by the proprietor (with seal) above his full typewritten name & the full name of his firm with its current address.
- 3.3 If the application is made by a firm in partnership, it shall be signed (with seal) all the partners of the firm above their full typewritten names and current addresses or alternatively by a partner holding power of attorney for the firm in which case, a certified copy of the power of attorney shall accompany the application. A certified copy of the partnership deed along with current addresses of all the partners of the firm shall also accompany the application.
- 3.4 If a limited company or a corporation makes the application, it shall be signed by a duly authorized person holding power of attorney for signing the application, in which case, a certified copy of the power of attorney shall accompany the application. Such limited company or corporation may be required to furnish satisfactory evidence of its existence. The applicant shall also furnish a copy of the Memorandum and Articles of Association duly attested by a Notary Public and necessary documents can be include the same in his tender submission. The bidder can include any additional manpower and other tools and equipment's which he carried out.

4. FINAL DECISION-MAKING AUTHORITY

The Director, NIT Tiruchirappalli reserves the right to accept or reject all or any of the applications and to annul the qualification process / tender process at any time without assigning any reason or incurring any liability to the applicants.

5. PARTICULARS – PROVISIONAL

The Particulars of work given in Section – I are provisional. They are liable to change and must be considered as advance information only to assist the applicant.

6. SITE VISIT

The applicant is advised to visit the site of work at his own cost and examine the surroundings to collect all information concerning drinking water supply & distribution and treated water pipe line system that he considers necessary for proper assessment of prospective assignment during working hours with prior permission from the Estate Maintenance Dept.

7. FINANCIAL INFORMATION

The applicant should furnish the annual financial statement for the last 5 years in Form – A.

- 7.1 The applicant should have sufficient number of employees for the proper execution of contract. The applicant should submit a list of his employees with their age (Not more than 58 years), Qualification, Experience and Required licenses stating clearly how they would be involved in this work
- 7.2 The applicant's performance in respect of completed works and ongoing works should be certified by an officer not below the rank of Executive Engineer or equivalent and should be obtained and delivered in sealed covers.
- 7.3 Inspection committees may carry out surprise visit to tenderers clients' places and their reports form valuable inputs for the short-listing process.
- 7.4 Even though an applicant may satisfy the above requirements, the bidder would be liable to disqualification and black-listed if the bidder has:
 - a) Made misleading or false representation or deliberately suppressed the information in the forms, statements and enclosures required in the qualification document.
 - b) Record of poor performance such as, abandoning work, not properly completing the contract, or financial failures / weaknesses etc.,

8. EXPERIENCE IN SIMILAR WORKS

The applicant should furnish the following:-

- a) List of all works of similar nature successfully completed during last 5 years and are in Progress in Form - B

- b) Particulars of completed works and performance of applicant duly authenticated/ certified by an officer not below the rank of Executive Engineer or equivalent should be furnished for each work completed or in progress.

9. ORGANIZATIONAL INFORMATION

Applicant is required to submit the following information in respect of his organization in Form – C

- a) Name and postal address including telephone, fax number, E-mail ID, etc.
- b) Copies of original documents defining the legal status, place of registration and principal places of business.
- c) Names and titles of Directors and officers to be concerned with the work, with designation of individuals authorized to act for the organization.
- d) Information on any litigation / arbitration in which the applicant was involved during the last five years including any current litigation / arbitration in process.
- e) Authorization for employer to seek detailed reference from clients to whom works were carried out.
- f) Number of technical and administrative employees in parent company, subsidiary company and how these would be involved in this work – Form – D.

10. EQUIPMENT

Applicant should furnish the list of equipment to be deployed for carrying out this work at NITT (in Form E). Details of any other equipment not mentioned in - Form - E, but available with the applicant and likely to be used in this work may also be indicated.

11. TENDER SUBMISSION AND DECISION

After the details submitted by the applicant regarding his financial capacity, previous experience etc. are studied and evaluated, a list of agencies who can take part in the tendering process shall be prepared and all concerned will be intimated. The financial bids (Tender) of the applicants, who have been qualified after evaluation, shall be opened on the date and time to be intimated later, in the presence of the tenderers or their authorized representatives who may be present, by the committee constituted for this purpose.

12. ROLE OF PRINCIPAL EMPLOYER

Monitoring the Progress and the Quality of the service.

Payment to the contractor on monthly basis within two months from the date of submission of genuine bill (with all relevant supporting documents referred elsewhere in the tender document) and application of Penalty / Termination clauses if warranted.

13. AUTHORITY TO SIGN THE TENDER DOCUMENT

The tender must be signed by the person / persons competent to sign as indicated below. Same stipulations will also apply in the case of Receipt of payments for the work done.

1. If the Applicant is an individual, he should sign above his full typewritten name and current address.
2. If the Applicant is a proprietary firm, the Proprietor should sign above his full typewritten name and the full name of his firm with its current address.
3. If the Applicant is a firm in partnership, the Documents should be signed by all the Partners of the firm above their full typewritten names and current addresses. Alternatively, the Documents should be signed by a Partner holding Power of Attorney for the firm and in this case a certified copy of the Power of Attorney should accompany the tender documents. In both cases a certified copy of the Partnership Deed and current address of all the partners of the firms should be furnished.
4. If the Applicant is a limited Company, or a Corporation, the Documents shall be signed by a duly authorized person holding Power of Attorney for signing the Documents, accompanied by a copy of the Power of Attorney. The Applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

14. DISPUTE RESOLUTION MECHANISM

In case of any dispute arising out during execution of the contract the following procedure will be followed for resolving the issue.

The decision of competent authority, NIT Trichy in regard to the interpretation of the terms and conditions shall be final and binding which shall not be called in question in proceedings before any forum. The Institute rules shall be binding for execution of the contract. Further, in case of any dispute arising out of or in connection with the aforesaid contract either during subsidence of the contract or thereafter will be settled at his/her level by mutual consultation and in case of failure, disputes shall be referred to The Director, NITT. The Director or an Arbitrator appointed by The Director would be competent authority to decide and his decision shall be final and binding as per the provisions of the Indian Arbitration and conciliation Act 1940 and 1996. The award can be challenged and the jurisdiction is the District Courts of Tiruchirappalli. Writ can also be filed before the High court.

15. PERFORMANCE REVIEW

A monthly review will be conducted by the Dean (P&D)/Executive Engineer, NITT in the following aspects of the contract implementation:

- Performance of the contractor
- Schedule for work assigned
- Levy of penalty for delayed completion of jobs
- Rating the work done
- Operation of dispute resolution mechanism for settlement of dispute with the contractor.

16. MINIMUM STRENGTH OF WORKERS TO BE PROVIDED

SL.NO	POST	REQUIRED	CATEGORY
1	Supervisor	1	Skilled
2	Maintenance Plumber	8	Skilled
3	Pump house Operator	8	Semi-Skilled
4	Helper	5	Un-Skilled

- Operator should work 24x7 to obtain uninterrupted water supply.
- One supervisor is required to supervise the manpower deployed to maintain the entire water supply pumping main line and distribution line system up to the end user.
- Operators do the regular pumping works and operating the working bore wells as instructed by the engineer in charge.
- Plumbers will be allotted with regular complaints received in the complaints portal of EMD in all zones.
- Maintenance of 3 fountains, replacement of new motor pumps which is supplied by the stores of NITT in case of major repairs, pipe line maintenance for water purifiers, treated waste water distribution repair works are done with this manpower only.
- The minimum manpower requirement should be of 09 nos in Sundays and 20 nos including relievers in all other working days including public holidays.

Note:-

The minimum qualification is required for the post

Sl.No	POST	Requirement
1	Supervisor	Any Degree with 3 Years' Experience
2	Maintenance Plumber	ITI Certificate with 5 Years' Experience
3	Pump house Operator	Any Diploma / ITI Certificate with 5 Years' Experience
4	Helper	10 th / 12 th Certificate with 5 Years' Experience

After award of the work to the contractor, the interview will be conducted at NITT campus to select the workers for the above post.

17. PENALTY CLAUSE FOR MANPOWER

If any worker fails to come for duty, payment will not be given for that day and also a Penalty of an amount equal to twice the actual payment entitled shall be levied along with a punitive charge of @12.5%.

18. TERMINATION OF CONTRACT

NITT reserves the right to issue show cause/termination notice to the contractor by giving one month period on violation of any terms & conditions. At the end of one month, if the contractor did not respond, NITT may serve termination order within 7days. At the sole discretion of NITT, on expiry of one month. During the notice period of termination of contract, the agency shall keep discharging his duties as before till the expiry of notice period.

SECTION – III
ADDITIONAL CONDITIONS

1. Every tenderer is expected before quoting his rates to inspect the entire water supply installations in NITT for which the service is to be rendered. The requirement and cost of labour & tools should be assessed and no claim for extra payment at a later date on that account shall be entertained. The rate quoted shall take care of the Minimum Wages, VDA, Bonus, wages towards national holidays, other charges and profit margin etc., and increase in Minimum wages and Variations in the VDA can be escalated to the concern department be claimed upon proper proof of the benefits had reached the employees.
2. Without written permission of The Dean (P&D)/Executive Engineer of NITT, no part of the contract shall be sublet, shall transfer the power of attorney, authorizing others to receive the payment on contractors behalf.
3. If further information is required, the Estate Office will furnish such information, but it must be clearly understood that tender must be received any information in order and according to instruction.
4. The Director, NIT Tiruchirappalli reserves the right to reject any or all the tenders without assigning reason therefore.
5. The contractors comply with the provision of all acts, statutes, rules and regulation etc. of the central and state governments as the case may be and if necessary get himself duly registered as required by the said acts, statutes rules and regulation etc. The firm should make necessary payment of wages as per Minimum wages Act 2017. Applicable EPF, ESI and bonus should be paid by the contractor along with the monthly bill for the workers and the proof of records for the payments made must be attached in the running bill of each month.
6. Child Labour is strictly prohibited and if there is any violation, the contract will be terminated.
7. Permits for workers and supervisor to the campus / building shall be obtained by the contractor from the concerned authorities. Only photo passes shall be issued and no group passes shall be issued.
8. Necessarily monthly bills should be submitted by the contractor after obtaining the signature from the Engineer in charge on or before tenth of subsequent month by obtaining all formalities.
9. The record of duty hours and pay structure should be maintained as per rules for inspection by authorized government personnel and meeting other statutory and non-statutory benefits/obligations.
10. The contractor should take all measures for environmental protection, such as control of chemical pollution, proper disposal of wastes developed out of their function etc. and ensure that there are no adverse effect on the ecology, particularly on flora and fauna of the campus.
11. The minimum manpower requirement should be of 09 nos in Sundays and 20 nos including relievers in all other working days including public holidays. In the case of absentees, penalty clause will be applied and recovered from each running account bill of the contractor as per clause 17 in Section-II
12. The contractor shall bring the required equipment's at his/her own cost and risk and no extra

payment for manpower, fuels and maintenance etc., will be made for the same.

13. The contractor should maintain an attendance register and the same should be certified by the nominated officials from NIT Administration and hand over a copy to the Executive Engineer, EMD, NITT on the next working day and it should be followed throughout the year.
- 14. The contractor should pay the Labour wages in the first week of the successive month i.e., within 7th day of the month, if 7th day falls in any government holidays or on non - working weekends days of Bank, the salary should be paid prior to the employees without fail if the salary is not paid as mentioned it will attract a penalty of Rs.1000 per day of delay.**
15. The contractor shall obtain a feedback certificate on performance of work from Engineer in-charge while submitting the running bill along with the attendance registrar.
16. The contractor shall submit a copy of the Payments made to the workers along with EPF/ESI/bonus/ insurance documents along with each running account bill. Monthly bill will not be passed unless the above are submitted.
17. The contractor must ensure that no laborers shall work without uniforms and other safety accessories like mask, shoes and gloves etc.,
18. The contractor should issue the ESI card to all the workers within one month of commencement of work.
19. The contractor should provide Uniform and ID cards for workers - 2 sets per worker per annum within one month of commencement of work.

WORKING CONDITIONS

- 1) The laborers put in work must be provided with the proper uniform to distinguish them from other staff.
- 2) The laborers and other staffs must be provided with identity card.
- 3) The supervisors, shall have to report daily to the Engineer in charge and take instructions.
- 4) The movement of workers should be restricted to their area of work and should not wander into other areas.
- 5) The contractor should execute an agreement in the Rs.100/-, non – judicial stamp paper incorporating the various terms and conditions at his/their own expenditure.
- 6) The work spot should be kept in spick and span.
- 7) The contractor shall recoup to the employer the cost of the damage incurred by the contractor on account of any breach of the terms and conditions of the agreement.

- 8) Attendance registers and the salary registers for the labours engaged per building and other registers required as per acts and rules and the same may be verified by Estate Maintenance Dept. NIT Tiruchirappalli or other enforcing agencies during their inspection.
- 9) The supervisor must be provided with the mobile phone, three shift operators should be provided with the mobile phones and the mobile numbers must be given to the Institute authorities.
- 10) Workmen should be vigilant while on work.
- 11) Workers must be free from influence of alcohol.
- 12) Workers must be physically and mentally fit for work.
- 13) Workers should avoid causing damage to the Institute property.
- 14) The NIT, Tiruchirappalli Administration will not accept any responsibility if the workmen are injured.
- 15) Labour shall not be permitted (except staff for watch and ward) to stay inside the campus and no labour camp shall be allowed to be set up inside the campus.
- 16) All tool & plants and other activities and storage of materials shall be restricted within the area earmarked for the above purpose.
- 17) The contractor shall abide by the restrictions imposed by the security wing of the Institute on the working and movement of labour, materials etc. and nothing extra shall be payable on this account. The contractor shall arrange for necessary photo identity passes for the labour for entry into the campus. Advance action for obtaining such passes shall be taken by the contractor and no claim on this account shall be entreated.
- 18) Movement of labour should be restricted to the areas where work is carried out. Workers should be made to confine themselves to the work areas and should not wander into the nearby areas / buildings/ forest.
- 19) The repair/maintenance work should be executed during day time only. If the work is required to be carried out in the night, necessary permission of the Engineer-in-charge shall be obtained. Contractor will make his own arrangement for lighting the area and no extra amount for carrying out the work during night is payable.
- 20) The work shall be carried out with least hindrance to the adjoining buildings and offices and the contractor will be responsible for any damage, caused to the existing fixtures, electric fittings, cables, roads, pipelines etc. in the course of execution and the contractor shall make good any such damages for which nothing extra is payable.
- 21) The contractor will not be allowed to use any of the water resources available within the campus nor will be permitted to dig any bore well inside the campus. Water connection available in the toilet and other area can be utilized by the contractor for the purpose of

cleaning / jet cleaning etc. at free of cost.

- 22) Tenderer shall inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the site and shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not. Submission of a tender implies that the tenderer has read the complete contract documents and is aware of the conditions, specification of the work to be done and of the local conditions and other factors having a bearing on the execution of work. Any claim either for extra amount or for additional time for execution due to ignorance about the site and working conditions are not admissible/payable.
- 23) All documents forming the contract shall be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scaled.
- 24) Non-cooperation with NITT administration or strike in any form will lead to termination of contract with immediate effect without assigning any reason.

STATUTORY REQUIREMENT

- A. The contractor should get labour license for the work from licensing authority of the Government if needed by paying necessary fees.
- B. The contractor should have First aid box with necessary medicines etc. He should make necessary arrangements including care taker for taking injured person to clinic / Hospital in the event of emergencies.

CORRIGENDUM / AMENDMENT:

It is tenderer's responsibility to watch for any corrigendum or amendment till the opening of a particular tender that will be posted only at NITT and CPPP web site.

QUALIFICATION INFORMATION LETTER OF TRANSMITTAL

To
The Director NIT,
Tiruchirappalli 620 015.

Subject: Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus

Sir/Madam,

Having examined the details given in notice inviting tender for the above work, I / we hereby submit the qualification application documents (Technical Bid) and the tender (Financial Bid) for the work duly filled.

1. I / we hereby certify that all the statements made and information's supplied in the enclosed forms and accompanying statements are true and correct.
2. I / we have furnished all information's and details necessary for deciding our eligibility to be qualified for taking part in the tendering process for the work. We have no further information to supply.
3. I / we submit the requisite solvency certificate and authorize the Director, NIT Tiruchirappalli or his authorized representative to approach the bank concerned to confirm the correctness of the certificate. I / we also authorize the Director, NIT Tiruchirappalli or his representative to approach individuals, firms and corporations to verify our competence and general reputation.

I am / we are aware that the tender documents (Financial bid) will not be opened if I am / we are not qualified to take part in the tendering process.

Seal of the Applicant

Date of submission Signature(s) of the applicant(s)

Form - A

FINANCIAL INFORMATION

I. Financial Analysis

Details are to be furnished duly supported by figures in Balance sheet / Profit and loss account for the last five years duly certified by the chartered accountant, as submitted by the applicant to the Income – Tax Department (Copies to be attached).

Sl. No.	Details	Year Ending 31st March of				
		2018	2019	2020	2021	2022
1.	Gross annual turnover in operation & maintenance of water supply					
2.	Profit (+) / Loss (-)					

- II. Financial arrangement for carrying out the proposed work.
- III. Income Tax PAN Details.
- IV. Solvency certificate from Applicant's Bank.

Signature(s) of Applicant (s) with seal

Signature of Chartered Accountant with seal

Form – B

Performance Report for works completed and are in progress during last 3 years (Attach copies of work order / agreement)

1. Name of the work / Project & Location :
2. Scope of work :
3. Agreement No. :
4. Tendered Cost :
5. Value of work done :
6. Date of commencement :
7. Date of Completion :
8. Performance report based on quality of work, time management and resourcefulness
: Very Good / Good / Satisfactory/Bad/Very Bad

Date:

Name and Designation Executive Engineer/ Project Manager or Equivalent
Contact Number

OFFICIAL SEAL

Form – C

Structure and Organization

1. Name and address of the applicant:
2. Telephone No. / Fax No. / E-Mail address:
3. Legal Status (attach copies of original Document defining the legal status):
 - a) An Individual
 - b) A Proprietary Firm
 - c) A Firm in Partnership
 - d) A limited Company or corporation:
4. Particulars of registration with various Government bodies (Attach attested photocopy):
 - a) Registration Number
 - b) Organization / Place of registration
5. Names and Titles of Directors and officers with designation to be concerned with this work with designation of individuals authorized to act for the organization.
6. Was the applicant ever required to suspend operation & maintenance of water supply work a period of more than one month continuously after the work was commenced? If so, give the name of the project and give reasons thereof.
7. Has the applicant or any constituent partner in case of partnership firm, ever abandoned the awarded work before its completion?
- 8. Has the applicant or any constituent partner in case of partnership firm, ever been debarred / black listed for tendering in any organization at any time? If so, give details.**
9. Has the applicant or any constituent partner in case of partnership firm, ever been convicted by a court of law? If so give details.
10. If any other information considered necessary related to housekeeping works but not included above.

Signature(s) of Applicant (s) with seal

Form – D

**DETAILS OF KEY TECHNICAL AND ADMINISTRATIVE PERSONNEL
EMPLOYED BY THE FIRM / COMPANY**

Sl. No.	Designation	Total number	Names	Qualification / Professional Experience	Length of continuous service with the employer

Note: Additional information about technical personnel, if any, be submitted on separate sheet

Signature(s) of Applicant (s) with seal

FORM – E

List of available equipment/tools:-

Minimum Equipment to be kept in stores, but not limited to:

Sl. No.	Equipment	Numbers #	Availability (Yes / No)
1	Spade/Hoe	6 Nos	
2	Crowbar (Both side sharpened)	6 Nos	
3	Spanner set (rings and double end)	6 Set	
4	Pipe wrench (12” to 36”)	3 Set	
5	Alien key	3 Set	
6	Grass cutting knife	5 Nos	
7	Wheel borrow	5 Nos	
8	Cement Bond (Head Pan)	8 Nos	
9	Sludge removal mesh	4 Nos	
10	Hammer	2 Nos	
11	Tripod stand for lifting motor from well	1 Set	
12	Thread Die Set 1” to 2 ½”	1 Set	
13	Drilling Machine (Power) With Accessories	1 Set	
14	Angle Grinding machine with Blade (Wall Cutting & metal cutting)	1 Set	
15	Welding Machine	1 Set	
16	Sickle	2 Nos	
17	Root Cutting Axe	1 No	
18	Pick axe	2 Nos	
19	Tool Box	6 Nos	
20	Rake	2 Nos	
21	Ladder (40 ft Foldable)	1 No	
22	Measuring Tape (5 M)	6 Nos	
23	Measuring Tape (30 M)	1 No	
24	Torch Light (LED)	6 Nos	

mentioned numbers are only indicative actual supplies may be provided at the time of need.

Signature(s) of Applicant (s) with seal

Form – F

PROFORMA ON ISO CERTIFICATION (OPTIONAL)

1. Year of Certification :
2. Name and Address of Certifying Agency :
3. Name of Management Representative :
4. Validity of Certificate :

Note: Attested copy of certificate (attested by a Government officer or Notary Public) to be enclosed.

Signature(s) of Applicant (s) with seal



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI

FINANCIAL BID

DOCUMENTS TO QUALIFY THE TENDERER TO BE SUBMITTED IN E-TENDER PORTAL

E - TENDER FOR Operation and Maintenance of Drinking water pumping & distribution system including major & minor repairs at NITT campus

Tender Notification No: **NITT/EMD/EE/CVL/Tender/2022-23/011** **Dated: 24.08.2022**

Break up details for the monthly minimum wages for various category including statutory payments indicated in the Bill of Quantities

" Operation and Maintenance of Drinking water pumping distribution system including major & minor repairs at NITT campus " with reference to the prevailing F.No 1/4(3)/2022-LS-II dated 01.04.2022.					
Sl.No	Description (As per Central Govt. Minimum Wages Act - As on 01.04.2022)	SW	SW	SSW	USW
		(Rs)	(Rs)	(Rs)	(Rs)
	Monthly wage				
1	Basic wage for B grade City (Trichy)	579*26 = 15054.00	579*26 = 15054.00	494*26 = 12844.00	437*26 = 11362.00
2	Variable Dearness Allowance	155*26 = 4030.00	155*26 = 4030.00	131*26 = 3406.00	116*26 = 3016.00
3	Basic + VDA	19084.00	19084.00	16250.00	14378.00
4	Bonus @ 8.33% (for Basic + VDA)	1589.70	1589.70	1353.63	1197.69
5	EPF @ 13.00% (Limited to Basic + VDA = Rs. 15000/-)	1950.00	1950.00	1950.00	1869.14
6	ESI @ 3.25% (Limited to Basic + VDA = Rs.21000/-)	620.23	620.23	528.125	467.285
	Category wise total monthly wages without service charges	23243.93	23243.93	20081.75	17912.11
	Total Nos of Minimum Man Power Required	1	8	8	5
	Monthly Expenses On Labour wages	23243.93	185951.42	160654.00	89560.56
	Overall Total on Monthly Expenses On Labour wages (1 Month)	459409.91			
	Overall Total on Yearly Expenses On Labour wages (12 Months) #	5512918.88			

This amount should be mentioned in the Financial Bid for **Part A**.

Note:

The Time to Time variations in Variable Dearness allowance announced by the central Labour welfare commission can be claimed upon paying the same to the employees in the salary and on submission of proof in the claiming running bill.



NATIONAL INSTITUTE OF TECHNOLOGY, TIRUCHIRAPPALLI.

BILL OF QUANTITIES (SCOPE OF WORK)

Financial Bid

SL.NO	Qty	Description of work	Duration	Rate / Month	Total	Rate in Figures (Rs)
1	1	Detailed Scope of work mentioned in Pg. No. 34 #	12 Months	Rs. 4,59,409.91	Rs. 55,12,918.88	Rupees Fifty - Five Lakhs Twelve Thousand Nine Hundred Eighteen and Eighty-Eight paise only #
Service Charges for Part A @ _____ %						
Sub Total for Man Power (A)						
(Rupees)

CONSUMABLES						
Sl. NO	Description	Quantity	unit	Rate in Rs.	Total amount (Rs)	Total amount in words
1	Sodium Hypochlorite (more than 100mg/L) including freight charges	7200	Kg			
2	JCB Hiring charges including all conveyance and diesel	100	Hour			
3	Hiring of Water Tanker in crisis situation to supply water to the underground sumps and OHT through pumping in the movable water tanker on demand (100x12000 L)	100	Trips			
Sub – Total for Consumables (B)		-	-			
(Rupees)
Total (A+B)						
Grand Total Quoted inclusive of Service Charges (Excluding GST*) Rs.						
Grand total in words (Rupees)

***Actual GST will be reimbursed on submission of proof**

NOTE:

Consumables mentioned will be in tentative quantity, however the payment will be made for actual quantity supplied.

- A. The above list is not exhaustive but only indicative. The contractor is also required to carry out activities not specifically mentioned here but required for the better up keeping of sumps and water sources.
- B. The contractor should engage minimum manpower as mentioned in Serial No. 16, Pg. No: 22.
- C. The contractor shall comply all safety rules and regulation of NITT.

(Annexure – I)
(For E-Tender)

PROCESS COMPLIANCE/ACCEPTANCE OF TENDER CONDITIONS FORM

The Form has to be submitted in the Letter Head of the Firm/Company/Enterprises along with appropriate Sign & Seal)

**The Director,
National Institute of Technology,
Trichy – 15**

Sub : Acceptance to the Process related & Terms and Conditions for the tendering.
Ref. : The Terms & Conditions for e-Tendering mentioned in Tender.
No. : _____
Sir,

We hereby confirm the following.

The undersigned is authorized representative of the company. We have carefully gone through the NIT Tiruchirappalli, Tender Documents and the Rules governing the Limited Tender along with this document. We have examined and have no reservations to the Bidding Documents, including addendum (if any). We offer to supply in conformity with the Bidding Documents and in accordance with the condition of contract specified in this tender document. We will honour the Bid submitted by us during the Limited Tender. We give undertaking that if any mistake occurs while submitting the bid from our side, we will honour the same.

Bid Securing Declaration: - We accept that if we withdraw or modify Bids during the period of validity, or if we are awarded the contract and fail to sign the contract, or to submit a performance security before the deadline defined in this bids document, we will be suspended / blacklisted / banned for contracts with National Institute of Technology, Tiruchirappalli

We are aware that if NIT Tiruchirappalli has to carry out e-tender again due to our mistake, NIT Tiruchirappalli has the right to disqualify us for this tender when refloated. Our bid shall be valid for the period from the date fixed for the bid submission deadline & it shall remain binding upon us and accepted at any time before the expiration of bid validity period as per this tender.

If our bid is accepted, we commit to provide a performance security deposit at 3% of purchase value in Bank Guarantee /Fixed Deposits for due performance of the contract as per NIT Tiruchirappalli policy and warranty-guarantee as per tender specification or agrees as per contract. We understand that this bid, together with your written acceptance thereof included in your notification of award/placement of order, shall constitute a binding contract between us. We understand that you are not bound to accept the lowest evaluated bid or any other bid that you may receive. We accept that the competent authority in NIT Tiruchirappalli will have full right to reject any/all offer(s) without assigning any reason thereof and does not bind itself to accept the lowest or any other tender and full authority to postpone the tender issue date, submission /opening date or to alter any other condition of tender /cancellation of this tender, as per policy/committee recommendations of NIT Tiruchirappalli at any stage without assigning any reason thereof for which no claim from whomsoever will be entertained. I/We the undersigned have read the entire terms and conditions of this Tender document and we are fully agreeable to the terms and conditions mentioned herein. The decision of competent authority of NIT Tiruchirappalli with respect to this Tender-Result will be fully agreeable and binding on us.

This letter can be treated as signed and acceptance copy of tender documents and the forms submitted as signed by competent authority of firm submitting this tender and there is no need to submit separate signed copy of tender document.

Competent Authority of the Firm/Company/Enterprises to sign:

Name :

Designation :

Contact Details :

Date with stamp & seal of organization:

Help Page to Web load the documents in E-Tender Portal for Cover Wise Uploading the Tender Documents AFTER LOGGING IN TO THE BIDDER'S LOGIN COVER WISE TO BE UPLOADED DOCUMENTS

Cover Details, No. Of Covers - 3			
Cover No	Cover	Document Type	Description
1	Fee	.pdf	Scan Copy of Demand Drafts (original) / Exception Certificate
		.pdf	Bid Security Form (Annexure I)
2	PreQual/Technical	.pdf	Technical Bid and Tender Related Documents.
		.pdf	Self-declaration by the firm that it has never been black-listed.
		.pdf	Technical Check List (Pg. No. 7 and Relevant Documents).
		.pdf	FORM A, B, C, D, E and Supporting Documents.
		.pdf	Solvency Certificate, Letter of Transmittal and other Related Documents.
		.pdf	Similar Work Experience Certificate and WorkOrders. (The work order along with work completion certificate alone will be considered. In case of combined work order along with otherworks, the work value for Civil Work should be separately indicated from client department and that work value alone will be considered forevaluation.)
		.pdf	Other Important Documents
3	Finance	.xls	BoQ (Duly filled in Price Bid Excel file)
		.pdf	<u>PRICE BID</u> Duly filled Price bid along with Sign & Seal. (Incase of any discrepancy with the Excel file, This signed document shall be taken as final)

OID Bid (Other Important Documents to be uploaded)

Other Important Documents			
S.No	Sub Category	Format/ File	Remarks
1	Permanent Account Number	.pdf	Scanned Copy of Original PAN CARD of the firm.
2	Registration Certificate	.pdf	Registration Certificate Details (Any firm registration Copy)
3	Bidders Address Format	.pdf	Bidder Complete Profile (To be provided by the bidder in their business letter head)
4	Provident Fund Certificate	.pdf	Certificate copy of Employees' Provident Fund Organization
5	Employees State Insurance Certificate	.pdf	Employees State Insurance Certificate
6	GST Registration Certificate	.pdf	GSTIN Registration certificate