

## NATIONAL INSTITUTE OF TECHNOLOGY, AGARTALA

Barjala, Jirania, P.O- NIT Agartala, West Tripura, Pin: - 799046, Url: - www.nita.ac.in

DNIeT No.: 131/NITA/Estate Elect./2022-23

## Name of Work:

Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala.

Certified that this DNIeT contains 55 (Fifty Five) pages numbered from 1 to 55

J.E (Elect.)

A.E (Elect.)

Estate Engineer

Associate Dean (P&D) Elect.

Draft Notice Inviting e-Tender for an amount of Rs. 20,04,655.00 (Rupees Twenty Lakh Four Thousand Six Hundred Fifty Five Only) containing 55 (Fifty Five) pages is hereby APPROVED

Dean (P&D)

Contractor

## NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA

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For and on behalf of NIT Agartala

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# राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला

## National Institute of Technology Agartala

Agartala, Tripura, India, Pin-- 799046

No. F.NITA-23(265E)/Estate Elect./2022/189-94

Dtd. 17/04/2023

### Press Notice Inviting E-Tender (PNIe-T)

On behalf of NIT Agartala, the Registrar NIT Agartala invite Percentage rate e-tender from the eligible registered bidder for 1 (One) nos. different types of Electrical works upto 02:30 PM on 15/05/2023. For details, please visit http://www.nita.ac.in & https://eprocure.gov.in. Date of opening of bid on 17/05/2023 at 03:30 PM.

Any subsequent corrigendum will be available in the website only.

Registrar, NIT Agartala

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For and on behalf of NIT Agartala

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# राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला

## National Institute of Technology Agartala

Agartala, Tripura, India, Pin-- 799046
PRESS NOTICE INVITING e-TENDER

No. F.NITA-23(265E)/Estate Elect./2022

Sealed percentage rate e-tenders are invited for and on behalf of NIT Agartala from Central & State Public Sector Undertaking / Enterprise and eligible Contractors / Firms / Agencies of appropriate class registered with state PWDs / CPWD/ MES Railway / P & T or

others registered firms as per following tables.

SI. No	Name of Work	Earnest Money (Rs.)	Contra ct period	Cost of Tender Doc. (Rs.)	Last Date of Submission of bid/offers.	Date of Opening (If possible)
1.	Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala.	Rs. 40100/-	Initially for a period of 3 (Three) Years	Rs. 500/-	15/05/2023 (Upto 5.00 PM)	17/05/2023 (at 11.00 AM)

Eligible bidders shall participate in bidding only in online through website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>. Bidders are allowed to bid 24x7 until the time of Bid closing, with option for Re-Submission, wherein only their latest submitted Bid would be considered for evaluation. The e-Procurement website will not allow any Bidder to attempt bidding, after the scheduled date and time. Submission of bids physically is not permitted.

Earnest Money(Refundable) and Bid Fee/tender cost(Non-Refundable) are to be paid /transferred separately to the Institute Account No.30936141729, IFSC CODE:SBIN0011491, MICR No:799002525, State Bank of India, NIT Agartala Branch, through Electronic Transfer/Online transfer system.

Bid(s) shall be opened through online by respective Bid openers on behalf of the NIT Agartala and the same shall be accessible by intending Bidder through website <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>. However, intending bidders and other Bidders may like to be present at the Bid opening.

For any enquiry, please contact by e-mail to <a href="mailto:estateelectrical.nita@gmail.com">estateelectrical.nita@gmail.com</a> & estatesectioncivil@gmail.com.

Any subsequent corrigendum will be available in the website only.

Details are available in the Institute's website: <a href="http://www.nita.ac.in">http://www.nita.ac.in</a> & https://eprocure.gov.in

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# राष्ट्रीय प्रौद्योगिकी संस्थान अगरतला

## National Institute of Technology Agartala

Agartala, Tripura, India, Pin-- 799046

#### NOTICE INVITING eTENDER

Ref: eTender Notice No. F.NITA-23(265E)Estate Elect./2022

NIT Agartala invites online percentage rate tender through e-procurement portal for the under mentioned work at NIT Agartala from the eligible bidders as per the eligibility criteria mentioned in the tender document. The details are given below:

## A. Schedule of Important Events / Activities

#### A.1 Information Related to Bid

A.1.1	DNIeT No.: 131/NITA/Estate Elect./2022-23		
A.1.2	Name of Work	Repairing/ Operation and Comprehensive Ann Maintenance Contract (CAMC) of Blue Star m VRF System Centralized AC and Ductable Type installed at Computer Centre building & Auditor respectively at NIT Agartala.	
A.1.3	Earnest Money Deposit (Rs.)	Rs. 40,100/- (Rupees Forty Thousand One Hundred Only) by e-payment through electronic mode.	
A.1.4	Tender Processing Fee (Rs.)	Rs. 500/- (Rupees Five Hundred Only) by e- payment through electronic mode (Non- Refundable)	
A.1.5	Contract period	Initially for a period of 3 (Three) Years and it will be extended to 4 <sup>th</sup> & 5 <sup>th</sup> year based on the satisfactory performance and subject to approval of the authority.	
A.1.6	Mode of submission of Tender	On-Line mode only	

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For and on behalf of NIT Agartala

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## A.2 Key Events and Dates

A.2.1	Publishing Date	//2023
A.2.2	Period of seeking clarification	N.A.
A.2.3	Last date and time of closing of uploading/online submission of tender including scanned copy of EMD and tender Processing Fee details/receipts and other documents as specified	Upto 05:30 PM on 15/05/2023
A.2.4	Date & Time of online opening of bid	11:00 AM on 17/05/2023

## A.3 Other Important Information Related to Bid

A.3.1	Performance Guarantee	5% of tendered value on acceptance of bid.
A.3.2	Mode of payment of Tender Processing Fee and EMD	Bidders will have to deposit the Tender Processing Fee and EMD through On-Line mode only. Details for the same are as below:  Name of beneficiary :NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA  Address : Barjala, Jirania, West Tripura-799046  Account No. :No.30936141729,
A.3.3	Bid Validity	180 Days from the date of opening of Bid.

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For and on behalf of NIT Agartala

## B. Guidelines for e-Tendering

- B.1 It is mandatory for all the applicants to have class II or III digital signature certification from licensed certifying agency like NIC, MTNL, e-mudra, TCS, safescrypt, GNFC etc.
- B.2 Detailed NIT can be viewed free of cost on NIT Agartala website under the URL\_http://www.nita.ac.in/tenders/. Schedule of quantities (Financial bid form) can be downloaded only from <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>. Uploading of tender will be possible only after making payment of Tender Processing Fee and EMD.
- B.3 The tender shall be submitted online in the prescribed format before the date and time as mentioned in NIT. No other mode of submission is acceptable.
- B.4 The applicant have to upload the details of e-payment of processing fee & EMD before the last date & time and download the tender documents from the e-tendering portal <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.
- B.5 Tenderer are advised to upload their documents well in time to avoid last minute rush on the server or complication in uploading. NIT Agartala will not be responsible for any type of problem in uploading the documents. No hard copies for tender submission shall be entertained.
- B.6 Online bid documents submitted by intending bidders shall be opened only of those bidders, who has deposited e-Tender Processing Fee and Earnest Money Deposit and other documents scanned and uploaded are found in order.
- B.7 Information and Instructions for bidders posted on website shall form part of bid document.
- B.8 The bid document consisting of plans, specifications, the schedule of quantities of various types of items to be executed and the set of terms and conditions of the contract to be complied with and other necessary documents can be seen and downloaded from website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> free of cost.
- B.9 Bids from Joint Ventures are not acceptable.
- B.10 On opening date, the contractor can login and see the bid opening process. After opening of bids he will receive the competitor, bid sheets.
- B.11 Contractor can upload documents in the form of JPG format and PDF format.

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- B.12 The price bid format is provided in a spread sheet file like BoQ\_price bid.xls, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns. The Price Bid/BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender.
- B.13 Completed Tenders containing technical bid and price bid will be received ONLINE only on CPP Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a> at the fixed time and date indicted in the NIT. The Tenderer will be at liberty to be present either in person or through an authorized representative at the time of opening of the Bid with the Bid Acknowledgement Receipt or they can view the bid opening event online at their remote end.
- B.14 If there are any clarifications, this may be obtained online through the tender site, or thro' the contact details. Bidder should take into account the corrigendum published before submitting the bids online.
- B.15 It is construed that the bidder has read all the terms and conditions before submitting their offer. Bidder should go through the tender schedules carefully and upload the documents as asked; otherwise, the bid will be rejected.
- B.16 The bidder has to digitally sign and upload the required bid documents one by one as indicated. Bidders to note that the very act of using DSC for downloading the bids and uploading their offers shall be deemed to be a confirmation that they have read all sections and pages of the bid document including General conditions of contract without any exception and have understood the entire document and are clear about the requirements of the tender requirements.
- B.17 The bidders are requested to submit the bids through online e-tendering system to the Tender Inviting Authority (TIA) well before the bid submission end date & time (as per Server System Clock). The TIA will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders at the eleventh hour. Tenderers are advised to upload their documents well in time to avoid last minute rush on the server.
- B.18 The time settings fixed in the server side & displayed at the top of the tender site, will be valid for all actions of requesting, bid submission, bid opening etc., in the etender system. The bidders should follow this time during bid submission.

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## C. Other information and terms & conditions

- C.1 The bid submitted shall become invalid and e-tender processing fee shall not be refunded if:
  - If the bidder is found ineligible.
  - If the documents submitted by the successful bidder does not match with the originals before the award of work.
- C.2 The Contractors/companies that were black listed at any stage need not to apply.
- C.3 The Turnover certificate from CA (Chartered Accountant) for three years showing annual turnover which should not be less than Rs. 25 Lakhs in average. As per Annexure-2 Scanned copy of certificate from Chartered Accountant to be uploaded.
- C.4 IF ANY INFORMATION FURNISHED by the applicant is found to be incorrect at a later stage, they shall be liable to be debarred from tendering/ taking up works in NIT AGARTALA.
- C.5 The competent authority on behalf of the Director NIT Agartala does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
- C.6 Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
- C.7 The competent authority on behalf of the Director, NIT Agartala reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.
- C.8 The bid for the works shall remain open for acceptance for a period of ninety (180) days from the date of opening of bid. If any bidders withdraws his bid before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the bid which are not acceptable to the department, then the NIT Agartala shall, without prejudice to any other right or remedy, be at liberty to forfeit 100% of the said earnest money as aforesaid. Further the bidders shall not be allowed to participate in the rebidding process of the work.

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- C.9 This notice inviting Bid shall form a part of the contract document. The successful bidders/contractor, on acceptance of his bid by the Accepting Authority shall within 15 days from the stipulated date of start of the work, sign the contract consisting of:-
- The Notice Inviting Bid, all the documents including additional conditions, specifications, General Conditions of Contract and drawings, if any, forming part of the bid as uploaded at the time of invitation of bid and the rates quoted online at the time of submission of bid and acceptance thereof together with any correspondence leading thereto.
- Any other Standard CPWD Form /other forms as applicable/mentioned.

C.10 Mode of payment of Tender Processing Fee and EMD: Bidders may deposit the Tender Processing Fee and EMD through online mode only. Details for the same are as below:

Name of beneficiary : NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA

Address : Barjala, Jirania, West Tripura-799046 Account No. : No.30936141729, MICR No:799002525

Name of the Bank :State Bank of India

Address of the bank :NIT Agartala
IFSC Code :SBIN0011491

Bidders will have to upload scanned copy of Payment details towards cost of tender processing fee & EMD during the submission of tender and the same will be accepted only on verification & confirmation by the Institute. Any delay in credit will not be entertained by the Institute.

#### C.11 TAXES: -

- This is Comprehensive Annual Maintenance Contract. The taxes as applicable shall be deducted from each bill paid to the contractor.
- i) Percentage rate should be inclusive of GST and other charges.
- ii) Income Tax and Cess as applicable shall be deducted from each bill paid to the contractor.
- iii) Contractor should be registered under EPF and as per law, shall pay EPF of contract workers to concerned Department from time to time.
- iv) Any other taxes/cess as per Government directives shall be deducted from each bill paid to the contractor from time to time or as per rule in case of manufacturer.
- C.12 For any queries regarding e-tendering process, the bidders are requested to contact as provided in the tender document. Parallely, for any further queries, the bidders may send a mail over to <a href="mailto:estateelectrical.nita@gmail.com">estateelectrical.nita@gmail.com</a> & <a href="mailto:estateelectrical.nita@gmail.com">estateelectrical.nita@gmail.com</a> <a href="mailto:estateelectrical.nita@gmailto:estateelectrical.nita@gmailto:estateelectrical.nita@gmailto:estateelectrical.nita@gmailto:estateelectrical.nita@gmailto:estateelectrical.nita@gmailto:estateelectrical.n

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- C.13 The specifications, Terms & Conditions, other regulations which are not herein mentioned will be guided by relevant CPWD guidelines, manual, specifications / BIS / IS/ Other Central / State Govt. norms applicable for NIT Agartala & as prescribed by the OEM and the decision in this regard will be guided by the decision of the respective authority of NIT Agartala which shall be final and binding to the contractor.
- Tender documents may be downloaded from Central Public Procurement Portal https://eprocure.gov.in/eprocure/app. Aspiring Bidders/ Suppliers who have not enrolled / registered in e-procurement should enroll /register before participating through the website https://eprocure.gov.in/eprocure/app. The portal enrolment is free of cost.
- C.15 Tenderers can access tender documents on the website, fill them with all relevant information and submit the completed tender document into electronic tender on the website https://eprocure.gov.in/eprocure/app.
- Tenders and supporting documents should be uploaded through e-Procurement. Hard copy of the tender documents will not be accepted.
- In the event of acceptance of a tender, the documents submitted by the successful bidder shall be verified with the originals before the award of work.
- The tenderer should not have been blacklisted or debarred by any Central/ State / Public Agency from carrying out similar business during last three financial years.
- The party whose tender has been accepted has to execute an agreement immediately after LOA/LOC is issued.
- Performance guarantee @ 5% of tendered amount has to be furnished within 15 (Fifteen) days of issue of LOA.
- C.21 If called for, originals of the document submitted shall be produced.
- C.22 Latest General condition of contract (GCC) of CPWD will be applicable to the extent relevant to the job.
- The security deposit will be collected by deductions from the running bills of the Bidders at the rate 10% including earnest money and "Performance Bank Guarantee" (5%). The earnest money and Performance Bank Guarantee shall be treated as part of security deposit. A sum @ 10% of the gross amount of the bill shall be deducted from each running bill of the Bidder till the sum along with the earnest money and "Performance Bank Guarantee" (5%). equal to amount of 10% of the bided value of the work execution.
- C.24 Any dispute is subject to the jurisdiction of Civil Court, Tripura.

For and on behalf of NIT Agartala

- C.25 This work covers "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala"
- C.26 The work shall be executed as per CPWD general specifications for electrical works with upto date amendments as per relevant IS/ BIS /Other Central Govt./state Govt. norms, OEM standards applicable and as per directions of Engineer-in-Charge. These additional specifications are to be read in conjunction with above. However, nothing extra shall be paid on account of these additional specifications & conditions as the same are to be read along with schedule of quantities for the work.
- C.27 Necessary clarification required by the NIT Agartala shall have to be furnished by the Tenderer within the time given by the NIT Agartala for the same. The Tenderer will have to depute his representative to discuss with the officer(s) of the NIT Agartala as and when so desired. In case, in the opinion of the NIT Agartala a Tenderer is taking undue long time in furnishing the desired clarifications, his bid will be rejected without making any reference.
- C.28 A tenderer will also not be allowed to withdraw or modify any condition at a time after the bids have been accepted by the NIT Agartala.
- C.29 The Tenderer should in his own interest visit the site and familiarize himself with the site conditions before tendering.
- C.30 No T&P shall be issued by the NIT Agartala and nothing extra shall be paid on account of this.
- C.31 The Tenderer will have to fill up their rates only in the price bid in BoQ format inclusive of Taxes, packing & transportation charges or any other charges of the materials. Tenders in which the price bids are given in any other format are liable to be rejected.
- C.32 The NIT Agartala reserves the right to reject any or all the price bids and call for fresh prices/ tenders as the case may be without assigning any reason.
- C.33 All materials, articles and workmanship shall be of respective best quality and kind for the class described in the schedule of quantities and specifications. All materials, so used in different items of work shall be subject to the approval of the Engineer- in-charge.
- C.34 The payment shall be on the actual quantity executed under CAMC Services.
- C.35 No extension of time shall be granted to the contractor on account of rains or inclement weather conditions.

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#### C.36 Terms of Payment:

Payments shall be released as per General Conditions of contract and the following conditions.

- The payment will be made Half-Yearly on receipt of bills and supporting documents after satisfactory and successful services.
- If the work carried out by the contractor is not satisfactory, NIT Agartala shall hold such bills till satisfactory services are provided.
- Any amount due from the contractor to NIT Agartala will be recovered from his bill.

#### C.37 Performance Guarantee:

The contractor whose bid is accepted will be required to furnish performance guarantee of 5% (Five Percent) of the bid amount within 15 (Fifteen) days of issue of LOA. This guarantee may be in the form of Banker's cheque of any nationalized bank/Demand Draft of any nationalized bank. In case the contractor fails to deposit the said performance guarantee within the period as indicated above, including the extended period (Maximum allowable extension with another 07 days with late fee @ 0.1% per day of Performance Guarantee amount), the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

- C.38 Refund of performance guarantee: The performance guarantee shall be refunded to the contractor six months after the completion of the work.
- C.39 COMPLIANCE WITH REGULATIONS AND INDIAN STANDARDS: All works shall be carried out in accordance with relevant regulation, both statutory and those specified by the Indian Standards related to the works covered by these specifications.
- C.40 INDEMNITY: The successful tenderer/bidder shall at all times indemnify the NIT Agartala, consequent on this works contract. The successful tenderer/bidder shall be liable, in accordance with the Indian Law and Regulations for any accident occurring due to any cause and the NIT Agartala shall not be responsible for any accident or damage incurred or claims arising there from during the contract period under the supervision of the successful tenderer/bidder in so far as the latter is responsible.
- C.41 Mobilization advance: Not Applicable.

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## D. Bidder Qualification Criteria

#### The qualification criteria are as follows:

- 1. Work Experience: The bidders having experience of successfully completed similar nature of CAMC works during the last 3 years ending last day of the month previous to the one in which applications are invited. The works completed up to previous day of last date of submission of tenders shall also be considered.
- Annual Financial Turnover: The Turnover certificate from CA (Chartered Accountant) for three years showing annual turnover which should not be less than Rs. 25 Lakhs in average. As per Annexure-2 Scanned copy of certificate from chartered accountant to be uploaded.
- Self declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. organization of Central/State or any Public sector organization or there is no litigation with any organization on account of similar type of services as per Annexure-3.
- Self declaration by bidder that no Judicial case is pending in court of law against firm as per Annexure-3.
- Duly signed declaration regarding acceptance of terms and conditions of the tender by bidder as per Annexure-4.
- 6. Previous experience for last 3 years & work in hand. (Specific work completion certificate with satisfaction & work orders shall be produced.)
- 7. Personal and Bank details of bidder as per Annxure-5.
- 8. Certificate from the Manufacturer of Air-Conditioning materials, certifying the bidder as the authorized representative / Dealer / Vendor of the Manufacturer.

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For and on behalf of NIT Agartala

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## E. List of Documents to be scanned and uploaded

While submitting bid, the Scanned copies of the following certificates are to be uploaded:

- Certificates of Work Experience: Work Orders along with Completion Certificates issued by any officer of the Department.
- ii) Certification of Incorporation/ Registration of firm
- iii) CA Certificate for Annual Financial Turnover for the FY 20-21, 21-22, 22-23.
- iv) PAN (Permanent Account Number)
- v) GST (Goods & Services Tax) Registration Certificate
- vi) Bank Account Detail.
- vii) EPF & ESIC registration certificates
- viii) E-payment details towards cost of tender processing fee & EMD
- ix) Aadhaar card copy of the authorized officer of the company/firm who will be signing agreement etc.
- x) Undertaking having gone through the documents as per the Annexure-1.
- xi) Any other document that bidder felt necessary in support of his candidature.
- xii) Schedule of Price Bid in the form of BoQ\_xls

## F. Safety Codes

Relevant safety codes of the CPWD to the extent applicable to the NIT Agartala. Decision in this regard will be governed by the competent authority of NIT Agartala which shall be final and binding to the contractor.

## G. Fire Safety

This will be as per the Fire Safety codes of the CPWD to the extent applicable to the NIT Agartala. Decision in this regard will be governed by the competent authority of NIT Agartala which shall be final and binding to the contractor.

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## H. Form of Performance Security (Guarantee)

## Form of Performance Security (Guarantee) Bank Guarantee Bond

In consideration of the Director, NIT Agartala (hereinafter called "The NIT Agartala") having offered to accept the terms and conditions of the proposed agreement between
"the said Contractor(s)") for the work
Guarantee for Rs (Rupees only) as a
security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.
1. We,(hereinafter referred to as "the Bank") hereby undertake to pay to the NIT Agartala an amount not exceeding Rs(RupeesOnly) on demand by the NIT Agartala.
2. We,
3. We, the said bank further undertake to pay the NIT Agartala any money so demanded notwithstanding any dispute or disputes raised by the

- so demanded notwithstanding any dispute or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.

Contractor For and on behalf of NIT Agartala

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the NIT Agartala certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

- 6. This guarantee will not be discharged due to the change in the constitution of the Bank or the Contractor(s).
- 7. We,.....(indicate the name of the Bank) lastly undertake not to revoke this guarantee except with the previous consent of the NIT Agartala in writing.

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## I. Integrity Pact

	INTEGRITY PACT
To,	
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Sub: DNIeT No.: 131/NITA/Estate Elect./2022-23 for the work of "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala"

Dear Sir,

It is here by declared that NIT Agartala is committed to follow the principle of transparency, equity and competitiveness in public procurement. The subject Notice Inviting e-Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NIT Agartala.

Yours faithfully

Registrar, NIT Agartala

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#### Letter of Transmittal

To, The Registrar, NIT Agartala,

Sub: DNIeT No.: 131/NITA/Estate Elect./2022-23 for the work of "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala"

Dear Sir,

I/We acknowledge that NIT Agartala is committed to follow the principles thereof as enumerated in the Integrity Agreement enclosed with the tender/bid document.

I/We agree that the Notice Inviting Tender (NIT) is an invitation to offer made on the condition that I/We will sign the enclosed integrity Agreement, which is an integral part of tender documents, failing which I/We will stand disqualified from the tendering process. I/We acknowledge that THE MAKING OF THE BID SHALL BE REGARDED AS AN UNCONDITIONAL AND ABSOLUTE ACCEPTANCE of this condition of the NIT.

I/We confirm acceptance and compliance with the Integrity Agreement in letter and spirit and further agree that execution of the said Integrity Agreement shall be separate and distinct from the main contract, which will come into existence when tender/bid is finally accepted by NIT Agartala. I/We acknowledge and accept the duration of the Integrity Agreement, which shall be in the line with Article 1 of the enclosed Integrity Agreement.

I/We acknowledge that in the event of my/our failure to sign and accept the Integrity Agreement, while submitting the tender/bid, NIT Agartala shall have unqualified, absolute and unfettered right to disqualify the tenderer/bidder and reject the tender/bid is accordance with terms and conditions of the tender/bid.

Yours faithfully

(Duly authorized signatory of the Bidder)

For and on behalf of NIT Agartala

#### INTEGRITY AGREEMENT

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BETWEEN
The Director, NIT Agartala represented through Registrar, NIT Agartala, (Principal /Owner)
AND
(Hereinafter referred to as the (Details of duly authorized signatory) "Bidder/Contractor" and which expression shall unless repugnant to the meaning or context hereof include its successors and permitted assigns)
Preamble

WHEREAS the Principal /Owner has floated the Tender vide DNIeT No.: 131/NITA/Estate Elect./2022-23 (Hereinafter referred to as "Tender/Bid") and intends to award, under laid down organizational procedure, contract for "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala" hereinafter referred to as the "Contract".

AND WHEREAS the Principal/Owner values full compliance with all relevant laws of the land, rules, regulations, economic use of resources and of fairness/transparency in its relation with its Bidder(s) and Contractor(s).

AND WHEREAS to meet the purpose aforesaid both the parties have agreed to enter into this Integrity Agreement (hereinafter referred to as "Integrity Pact" or "Pact"), the terms and conditions of which shall also be read as integral part and parcel of the Tender/Bid documents and Contract between the parties.

NOW, THEREFORE, in consideration of mutual covenants contained in this Pact, the parties hereby agree as follows and this Pact witnesses as under:

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For and on behalf of NIT Agartala

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#### Article 1: Commitment of the Principal/Owner

- (1) The Principal/Owner commits itself to take all measures necessary to prevent corruption and to observe the following principles:
- (a) No employee of the Principal/Owner, personally or through any of his/her family members, will in connection with the Tender, or the execution of the Contract, demand, take a promise for or accept, for self or third person, any material or immaterial benefit which the person is not legally entitled to.
- (b) The Principal/Owner will, during the Tender process, treat all Bidder(s) with equity and reason. The Principal/Owner will, in particular, before and during the Tender process, provide to all Bidder(s) the same information and will not provide to any Bidder(s) confidential / additional information through which the Bidder(s) could obtain an advantage in relation to the Tender process or the Contract execution.
- (c) The Principal/Owner shall endeavour to exclude from the Tender process any person, whose conduct in the past has been of biased nature.
- (2) If the Principal/Owner obtains information on the conduct of any of its employees which is a criminal offence under the Indian Penal code (IPC)/Prevention of Corruption Act, 1988 (PC Act) or is in violation of the principles herein mentioned or if there be a substantive suspicion in this regard, the Principal/Owner will inform the Chief Vigilance Officer and in addition can also initiate disciplinary actions as per its internal laid down policies and procedures.

## Article 2: Commitment of the Bidder(s)/Contractor(s)

- (1) It is required that each Bidder/Contractor (including their respective officers, employees and agents) adhere to the highest ethical standards, and report to the NIT Agartala / Department all suspected acts of fraud or corruption or Coercion or Collusion of which it has knowledge or becomes aware, during the tendering process and throughout the negotiation or award of a contract.
- (2) The Bidder(s)/Contractor(s) commits himself to take all measures necessary to prevent corruption. He commits himself to observe the following principles during his participation in the Tender process and during the Contract execution:
- (a) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm, offer, promise or give to any of the Principal/Owner's employees involved in the Tender process or execution of the Contract or to any third person

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any material or other benefit which he/she is not legally entitled to, in order to obtain in exchange any advantage of any kind whatsoever during the Tender process or during the execution of the Contract.

- (b) The Bidder(s)/Contractor(s) will not enter with other Bidder(s) into any undisclosed agreement or understanding, whether formal or informal. This applies in particular to prices, specifications, certifications, subsidiary contracts, submission or non-submission of bids or any other actions to restrict competitiveness or to cartelize in the bidding process.
- (C) The Bidder(s)/Contractor(s) will not commit any offence under the relevant IPC/PC Act. Further the Bidder(s)/ Contract(s) will not use improperly, (for the purpose of competition or personal gain), or pass on to others, any information or documents provided by the Principal/Owner as part of the business relationship, regarding plans, technical proposals and business details. including information contained or transmitted electronically. (d) The Bidder(s)/Contractor(s) of foreign origin shall disclose the names and addresses of agents/ representatives in India, if any. Similarly Bidder(s)/Contractor(s) of Indian Nationality shall disclose names and addresses of foreign agents/representatives, if any. Either the Indian agent on behalf of the foreign principal or the foreign principal directly could bid in a tender but not both. Further, in cases where an agent participate in a tender on behalf of one manufacturer, he shall not be allowed to quote on behalf of another manufacturer along with the first manufacturer in a subsequent/parallel tender for the same item.
- (d) The Bidder(s)/Contractor(s) will, when presenting his bid, disclose any and all payments he has made, is committed to or intends to make to agents, brokers or any other intermediaries in connection with the award of the Contract.
- (3) The Bidder(s)/Contractor(s) will not instigate third persons to commit offences outlined above or be an accessory to such offences.
- (4) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm indulge in fraudulent practice means a willful misrepresentation or omission of facts or submission of fake/forged documents in order to induce public official to act in reliance thereof, with the purpose of obtaining unjust advantage by or causing damage to justified interest of others and/or to influence the procurement process to the detriment of the NIT Agartala interests.
- (5) The Bidder(s)/Contractor(s) will not, directly or through any other person or firm use Coercive Practices (means the act of obtaining something, compelling an action or influencing a decision through intimidation, threat or the use of force directly or indirectly, where potential or actual injury may befall

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For and on behalf of NIT Agartala

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upon a person, his/her reputation or property to influence their participation in the tendering process).

#### Article 3: Consequences of Breach

Without prejudice to any rights that may be available to the Principal/Owner under law or the Contract or its established policies and laid down procedures, the Principal/Owner shall have the following rights in case of breach of this Integrity Pact by the Bidder(s)/Contractor(s) and the Bidder/ Contractor accepts and undertakes to respect and uphold the Principal/Owner's absolute right:

- (1) If the Bidder(s)/Contractor(s), either before award or during execution of Contract has committed a transgression through a violation of Article 2 above or in any other form, such as to put his reliability or credibility in question, the Principal/Owner after giving 14 days notice to the contractor shall have powers to disqualify the Bidder(s)/Contractor(s) from the Tender process or terminate/determine the Contract, if already executed or exclude the Bidder/Contractor from future contract award processes. The imposition and duration of the exclusion will be determined by the severity of transgression and determined by the Principal/Owner. Such exclusion may be forever or for a limited period as decided by the Principal/Owner.
- (2) Forfeiture of EMD/Performance Guarantee/Security Deposit: If the Principal/Owner has disqualified the Bidder(s) from the Tender process prior to the award of the Contract or terminated/determined the Contract or has accrued the right to terminate/determine the Contract according to Article 3(1), the Principal/Owner apart from exercising any legal rights that may have accrued to the Principal/Owner, may in its considered opinion forfeit the entire amount of Earnest Money Deposit, Performance Guarantee and Security Deposit of the Bidder/Contractor.
- (3) Criminal Liability: If the Principal/Owner obtains knowledge of conduct of a Bidder or Contractor, or of an employee or a representative or an associate of a Bidder or Contractor which constitutes corruption within the meaning of IPC Act, or if the Principal/Owner has substantive suspicion in this regard, the Principal/Owner will inform the same to law enforcing agencies for further investigation.

Article 4: Previous Transgression

(1) The Bidder declares that no previous transgressions occurred in the last 5 years with any other Company in any country confirming to the anticorruption approach or with Central Government or State Government or any other Central/State Public Sector Enterprises in India that could justify his exclusion from the Tender process.

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- (2) If the Bidder makes incorrect statement on this subject, he can be disqualified from the Tender process or action can be taken for banning of business dealings/ holiday listing of the Bidder/Contractor as deemed fit by the Principal/ Owner.
- (3) If the Bidder/Contractor can prove that he has resorted / recouped the damage caused by him and has installed a suitable corruption prevention system, the Principal/Owner may, at its own discretion, revoke the exclusion prematurely.

Article 5: Equal Treatment of all Bidders/Contractors/Subcontractors

- (1) The Bidder(s)/Contractor(s) undertake(s) to demand from all subcontractors a commitment in conformity with this Integrity Pact. The Bidder/Contractor shall be responsible for any violation(s) of the principles laid down in this agreement/Pact by any of its Subcontractors/sub-vendors.
- (2) The Principal/Owner will enter into Pacts on identical terms as this one with all Bidders and Contractors.
- (3) The Principal/Owner will disqualify Bidders, who do not submit, the duly signed Pact between the Principal/Owner and the bidder, along with the Tender or violate its provisions at any stage of the Tender process, from the Tender process.

Article 6- Duration of the Pact

This Pact begins when both the parties have legally signed it. It expires for the Contractor/Vendor 12 months after the completion of work under the contract or till the continuation of defect liability period, whichever is more and for all other bidders, till the Contract has been awarded. If any claim is made/lodged during the time, the same shall be binding and continue to be valid despite the lapse of this Pacts as specified above, unless it is discharged/determined by the Competent Authority, NIT Agartala.

#### Article 7- Other Provisions

- (1) This Pact is subject to Indian Law, place of performance and jurisdiction is the Headquarters of the Division of the Principal/Owner, who has floated the Tender.
- (2) Changes and supplements need to be made in writing. Side agreements have not been made.

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- (3) If the Contractor is a partnership or a consortium, this Pact must be signed by all the partners or by one or more partner holding power of attorney signed by all partners and consortium members. In case of a Company, the Pact must be signed by a representative duly authorized by board resolution.
- (4) Should one or several provisions of this Pact turn out to be invalid; the remainder of this Pact remains valid. In this case, the parties will strive to come to an agreement to their original intensions.
- (5) It is agreed term and condition that any dispute or difference arising between the parties with regard to the terms of this Integrity Agreement / Pact, any action taken by the Owner/Principal in accordance with this Integrity Agreement / Pact or interpretation thereof shall not be subject to arbitration.

#### Article 8- LEGAL AND PRIOR RIGHTS

All rights and remedies of the parties hereto shall be in addition to all the other legal rights and remedies belonging to such parties under the Contract and/or law and the same shall be deemed to be cumulative and not alternative to such legal rights and remedies aforesaid. For the sake of brevity, both the Parties agree that this Integrity Pact will have precedence over the Tender/Contact documents with regard any of the provisions covered under this Integrity Pact.

IN WITNESS WHEREOF the parties have signed and executed this Integrity Pact at the place and date first above mentioned in the presence of following witnesses:

(For and on behalf of Principal/Owner)
(For and on behalf of Bidder/Contractor)
WITNESSES:
1(Signature, name and address)
2(Signature, name and address)
Place:
Dated:

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#### **AGREEMENT**

THIS AGREEMENT made on the	day of	2022
between NATIONAL INSTITUTE OF TECHNOLOGY AGARTALA	A (hereinafter called	"The NIT
AGARTALA" which expression shall, unless repugnant thereof, include its administrators, successors and assign	to the context or	meaning
AND		(herein
after called "The Contractor" which expression shall, unless meaning thereof, include its successors and permitted assis	s repugnant to the c	ontext or

#### WHEREAS

The NIT AGARTALA is desirous of carrying out the work of "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala"

The Works are to be executed as per the schedules mentioned in tender document and specifications describing the works to be done.

The Contractor has agreed to execute the said works subject to the provisions hereinafter contained and subject also to General Conditions of Contract, Special conditions of contract, Safety Code, Model Rules for the protection of health and Sanitary arrangements for workers, Specifications, Preambles and Schedule of Quantities and installation schedule (all of which are hereinafter collectively referred to as the 'said tender conditions') and strictly in accordance with the Scope of work annexed hereto at or for the respective rates set out in the Schedule of Quantities amounting to the sum as there under arrived at or such other sums as shall become payable there under (hereinafter referred to as the said tendered amount).

## NOW IT IS HEREBY AGREED AS FOLLOWS: -

- In consideration of the said tendered amount to be paid by The NIT AGARTALA to the Contractor at the time and in the manner set forth in the said tender conditions and in accordance with the Schedule of Payments to execute and complete the work shown strictly in accordance with the specifications, scope of work and Schedule of Quantities.
- 2. The said tender conditions, scope of work and the annexures hereto shall be read and considered as forming part of this contract and the parties hereto shall respectfully abide by to the said conditions and perform the agreement on their part respectively contained in the said conditions.

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For and on behalf of NIT Agartala

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- The approved drawings if any, notice inviting tenders technical specification etc. shall also form the basis of this contract.
- 4. This contract is neither a Lump sum Contract, nor a piece work contract, but is a Annual maintenance contract to be carried out and to be paid for according to the Schedule of Payments at the rates contained.
- The contract herein contained shall comprise not only the works mentioned above but all subsidiary works connected therewith within the same site as may be ordered to be done from time to time by the said Engineer In charge for the time being, even if such work may not be shown on the said Drawings or described in the said Specifications and Schedule of Quantities.
- The NIT AGARTALA reserves to themselves the right of altering the specifications and the nature of the work by adding to or omitting from the scope of work any item of work or portions of the same without prejudice to this contract.
- 7. Time shall be considered as the essence of this contract and the Contractor hereby agrees to commence the work within 15 days from the date of issue of LOA or from the date of handing over of the site, as provided for in the said terms and conditions, whichever is later, and shall complete the entire work within the specified period, subject nevertheless the provisions for extension of time as may be agreed to by the NIT AGARTALA and as contained in the said conditions.
- 8. All payments by the NIT AGARTALA under this contract shall be made only at NIT Agartala.
- 9 All disputes arising out of or in any way connected with this contract shall be deemed to have arisen at Agartala and courts in Agartala only shall have jurisdiction to determine the same.
- 10. That the contract and several parts of this contract have been read by the contractor and fully understood by him. The contractor shall not be entitled for payment beyond tendered quantities & scope of work as specified unless ordered specifically by written instructions of competent authority of NIT AGARTALA.
- 11. This contract shall be signed in duplicate, the original whereof shall be kept in the custody of the NIT AGARTALA, and the duplicate with the Contractor.

IN WITNESS WHEREOF the NIT AGARTALA has set his hands hereunto and two duplicates hereof through his duly authorized official and the Contractor has caused these presents and two duplicates hereof under his common seal by his duly authorized representative at the place and on the date month and year first herein above written.

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For and on behalf of NIT Agartala

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SIGNED, SEALED AN	DELIVERED by	NIT AGARTALA, E	by the hand of
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Signature:

Name:

Designation: Registrar, NIT Agartala

IN THE PRESENCE OF

- (1) Signature: Name: Address:
- (2) Signature: Name: Address:

SIGNED, SEALED AND DELIVERED BY the Contractor M/s.\_\_\_\_

Signature: Name:

Designation:

IN THE PRESENCE OF

- (1) Signature: Name: Address:
- (2) Signature: Name: Address:

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For and on behalf of NIT Agartala

## **General Conditions of Contract**

This will be as per the General Conditions of Contract (GCC) of the CPWD to the extent applicable to the NIT Agartala. Decision in this regard will be governed by the competent authority of NIT Agartala which shall be final and binding to the contractor.

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## L. Scope of Work and Terms & conditions of Contract

### Scope of Work:

The Scope of work as mentioned below are the minimum expected from the firm/ agency/ contractor apart from break down maintenance and any other work required for comprehensive maintenance in proper way as per the operation and maintenance manuals of respective equipment's and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following work schedule/ parameters and show to NIT Agartala to ensure proper accomplishment of these tasks. The Scope of Contract shall be Spot Breakdown/ Maintenance of machine, Preventive Maintenance of machine, Servicing/Overhauling of AC machine, Repairing of machines etc. with adequate technically sound skilled work force. All spares and consumables shall be arranged by the contractor for which nothing extra shall be payable.

The Contract shall be executed, all in Service & Maintenance Contract for all the VRF & Ductable split AC machines of Bluestar/Voltas Make. It will be the responsibility of the Contractor to keep the machines, in proper working condition round the clock.

#### **INSTALLATION / EQUIPMENT DETAILS**

Sl No	Building Name	Make	Description	ODU Capacity
VRF Air	-Conditioner			
1	CSE Building	Bluestar	12.0 HP	12 Nos.
2	CSE Building	Bluestar	18.0 HP	2 Nos.
Ductabl	e Air-Conditioner			
SI No	Building Name	Make	Description	Capacity (TR)
1	Auditorium	Voltas	11 TR	8 Nos.

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#### SCOPE:-

The Scope of work as mentioned below are the minimum expected from the firm / agency /contractor apart from break down maintenance and any other work required for operation and comprehensive maintenance in proper way as per the operation and maintenance manuals of respective equipments and as per good engineering practices will be required to be done under this scope of work. Successful bidder will make Performa for recording the following minimum work schedule / parameters and show to NIT Agartala to ensure proper accomplishment of these tasks.

#### SECTION I

- 1. Attending complaints of systems which include routine as well as breakdown maintenance of all the system.
- 2. Vendor shall supply all the materials related to the VRF & Ductable split AC machines including the following consumables & general spares / items for smooth operation of all the system and the rates quoted by them should be inclusive of following items:-
- a) Refrigerant Gas
- b) Lubricating oil for compressor systems
- c) Packing / Couplings / gaskets / insulation material / other general spares.
- d) All electrical spares e.g. Fuses / Relays, contactors, Condensers etc.
- e) Indoor units Filter / Belts / Bearings / Valves / Other spares etc.
- 3. All tools & tackles, manpower, transportation and other resources required for executing the job shall be in the scope of the contractor. No extra charges will be paid by the authority regarding tools & tackles, manpower, transportation etc.
- 4. Spares of compressor, control panel card, Software etc. which may be required during maintenance of the all the system will have to be supplied by the contractor as per instruction of the Engineer in charge.

#### Monthly Maintenance:-

- Maintenance of all filters, fans, diffusers, cooling coils, Refrigerant Gas make up etc.
- 2) Tightening of belts, foundation bolts of equipment, alignment of belt pulleys and couplings.
- 3) Examining indoor/outdoor units & operating linkage for smoothness.
- 4) To check the gland / seal, coupling of units.
- 5) To check the safety controls mechanical, Electrical/ Electronics and inter-locking of the various equipments.
- 6) To check all piping/insulation/proper positioning/damage and rectifying the same where ever required.

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- 7) Inspect/check entire line for leakage and rectification of leakage, if any.
- 8) To check and lubricant (if required) the bearing of the fans/motors and keep the proper record.
- 9) To check the foundation bolts of the units/motors and to take the necessary action if required.
- 10) Check the quantity of Air flow from various out lets in each room/ Area as per drawings and do adjustment of dampers etc as and when required.
- 11) Check the performance of equipment of VRF plant for proper functioning.
- 12) Any other job required to be attended during course of Checking and to keep the plant in perfectly working conditions.

## Quarterly Maintenance:

- 1) Checking / setting / rectification of all safety and automatic controls.
- 2) Complete Overhauling of indoor/outdoor units, FCU, Fans.
- 3) Maintenance of Fresh Air & Exhaust Air Fans and their Balancing, if required. Observe the operation of all the dampers and make necessary adjustment in linkage and blade orientation for proper operation.
- 4) Functional checks & calibration of all switches, thermostats, humidistat and other instruments rectification of the same if required.
- 5) Any other job required to be attended during course of checking / as per OEM and to keep the plant in perfectly working conditions.
- Maintenance of all Electrical equipment Feeders, Panels, Bus Bars, Cubicles, Motors, Heaters, Circuit Breakers, Power Points, etc. pertaining to HVAC as per standard electrical maintenance practice and as directed by concerned engineer in charge. The maintenance and repairing of motors, Software re installation (if required) etc. are also within the Vendor's scope of work.
- 7) The gas charging in VRF system will be executed by vendor, whenever required.

NOTE: All the equipments/installations shall always be kept in good and trouble free operating conditions. All the required record for break-downs/repairs and maintenance etc. shall be maintained in the form of history books and logbooks etc. as per directions. All the maintenance works shall be carried out in accordance with the manufacturer's specifications and instructions of the Engineer In charge or his representative.

For and on behalf of NIT Agartala

#### 1. TOOLS & PLANTS

All the general & special tools, tackles required for proper maintenance and repairs/break down etc, shall be arranged by the contractor at his own cost.

2. CONSUMABLES: The rates shall be all inclusive of establishment as well as spares and consumables as per schedule of work. The contractor is required to assess the probable quantity of all types of spares and consumables likely to be required for replacement/repairing for keeping all the installations in good working conditions. Nothing extra on any account shall be payable over and above the approved all-inclusive comprehensive rates of the contract. The consumables and spares shall be of best standard quality purchased from the original manufactures or authorized dealers only and shall be approved by the Engineer In charge before use.

All spares and consumables shall be arranged by the contractor for which nothing extra shall be payable.

Replaced parts/ spares, used brunt oil etc will be property of vendor. It is his responsibility to disposed of immediately.

2. Care should be taken so that the system does not lead to major breakdown and in case the system goes into fault, it should be rectified within the shortest Stipulated time period as under-

Sl. No.	Particulars	Specified Time Period	Penalty
1	Minor break down	3 hrs. (for restore)	Rs. 2000.00 per hour of delay beyond restoration time
2	Major break down	5 hrs. (for restore)	Rs. 5000.00 per hour of delay beyond restoration time

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#### SECTION II

- The compressor will be checked for its proper functioning and if any defect is found, the same will be repaired/replaced.
- Safety controls such as pressure cut outs will be tested for proper functioning and in case of any mal-functioning, they will be either repaired or replaced accordingly.
- The control boards/ PCBs of the IDU & ODU will be checked for its proper functioning and if any defect found, the same will be rectified/replaced.
- 4. Air filters will be inspected and cleaned or replaced, if necessary.
- 5. Cooling coil will be inspected and cleaned and repaired, if necessary.
- The blower motor will be checked and any defects noticed will be attended to rectified/replaced.
- 7. Any defect in the electrical items and control wiring will be attended.
- 8. Refrigerant gas will be topped up in the system as and when necessary.
- 9. The Condenser fan motor will be attended to.
- The condenser coil will be inspected and cleaned and repaired.
- 11. Any repairs in the condenser coil will be attended to.
- Repairs to refrigerant piping due to system problems will be attended to.
- Supplying electrical & mechanical spares like contactors, overload relays, bearings, HP/LP Switches, refrigerant gas, catchall driers, compressor lubricating oil, V Belts.
- Checking the machine, compressor and other drives for undue vibrations.
- Checking the operation of thermostat overload relays HP/LP switch.

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For and on behalf of NIT Agartala

### Special Conditions of Contract:

- a. Details of weekly/ monthly/ Quarterly/ Half-yearly/ yearly scheduled maintenance/break down shall be entered in the prescribed format & jointly signed by the firm's representative and NIT Agartala representative.
- b. Contractor will have to take necessary care and precaution to keep the Air-Conditioner safe for use and in good working condition. Trained technical staff shall carry out maintenance work.
- c. Contractor will have to carry out all customary safety tests to examine all safety devices.
- d. As the contract is comprehensive in nature, no payment will be made as an extra for replacement of spare parts etc.
- e. No parts or components of the Air-Conditioner being maintained by contractor shall be removed without prior approval and knowledge of NIT Agartala. Any part to be removed from the Air-Conditioner for repair shall be done after approval of the nominated engineer/ supervisor.
- f. Any damage to NIT Agartala property while carrying out CAMC and attending break down will be contractors' responsibility.
- g. Contractor shall not only attend the failure of Air-Conditioner but also rectify the cause of failure after investigation.
- h. Penalty imposed for late reporting, late replacement of defective parts and Down time shall be deducted from running bill of the firm.
- There should be a site office/ maintenance cell inside the NIT Agartala on compulsory basis for CAMC job. Bills of Room rent, electricity, water etc. should be pay by the agency/ contractor separately.
- j. All payments shall be made in Indian currency. The payment will be released on Half Yearly basis after ascertaining that the service is rendered satisfactorily. The preventive and corrective maintenance service report has to be submitted with bill. The reports of periodic maintenance and breakdown maintenance shall be signed by the Junior Engineer (Elect.).
- k. Annexures should be submitted with each & every running bills.

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- 1. The total value (BOQ) is inclusive of GST & other charges, fooding, lodging to & fro charges of service Engineers.
- m. Contractor shall have to engage the personnel having the mandatory qualifications and experience as per Annexure-V for supervision of operation and maintenance works. He shall also supervise all regular, emergent and breakdown jobs, if required, in odd hours also.:
- n. After award of work, the contractor will submit the details of operating staff for the work, their names, father's name, local address, qualification and experience etc. to the Engineer-in-charge or his authorized representative. In case of any change of operating staff is required by the contractor, the same shall be intimated to and got approved from the Engineer-in-charge or his authorized representative. Contractor shall maintain the proper discipline among his operational staff. The staff deputed by the contractor shall have good character. All staff on duty shall always keep cordial relation with NITA staff.
- o. The Engineer-in-charge or his authorized representative reserves the right to ask the contractor to remove any of the operating staff without assigning any reason what so ever, the decision of Engineer-in-charge will be final and binding to the contractor.
- p. Contractor shall have to make arrangement of insurance of the workers engaged within the quoted rates. The liability of his staff employed, towards any accident etc. shall be solely of Contractors. No claim for the absorption of staff in the department shall be entertained. The contractor has to indemnify the department in such eventuality.
- q. Department shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him. The contractor shall be fully responsible to pay all the compensation and cover all the risks for the workers employed by him under workmen compensation act in the event of accident / death etc. The department will not be responsible in any way.
- r. Contractor shall have to arrange all T & P for smooth maintenance of the Air-Conditioner.

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For and on behalf of NIT Agartala

# Description of Air-Conditioner:

The following will be covered under this agreement:

Building Name	Make	Make Description		
-Conditioner				
CSE Building	Bluestar	12.0 HP	12 Nos.	
CSE Building	Bluestar	uestar 18.0 HP		
le Air-Conditioner			THE REPORT OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TO THE PERSON NAM	
Building Name	Make	Make Description		
Auditorium	Voltas	11 TR	8 Nos.	
	Name -Conditioner  CSE Building  CSE Building  le Air-Conditioner  Building Name	-Conditioner  CSE Building  CSE Building  Bluestar  Building  Bluestar  Building  Make Name	-Conditioner  CSE Bluestar 12.0 HP  CSE Building Bluestar 18.0 HP  Building Make Description  Name	

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### Termination of Agreement:

a. Either party may terminate this Agreement by giving the other party not less than thirty (30) days written notice.

# Contractor to comply with laws:

- a. In the performance of this Contract, the Contractor shall abide by all existing laws, codes, rules and regulations set forth by all governmental units and authorities having competent jurisdiction over Contractor and/or the work performed by Contractor hereunder. Contractor shall also procure and pay any necessary permits or licenses pertaining to the work performed by Contractor pursuant to this Contract.
- b. All repair, parts replacement or adjustments called for hereunder shall be performed in full compliance with specified laws, standards and codes set by the government with latest edition, including amendments thereto, and with applicable regulations of the state, city and/or local authorities. In case of conflict, the more stringent regulations will apply.

#### Warranty:

Contractor warrants that the CAMC will be provided to the NIT Agartala in accordance with the terms of this Contract and with prevailing industry standards for maintenance services. Contractor shall use its best efforts under the circumstances to remedy any delays, interruptions, omissions, mistakes, accidents or errors in such services and restore any service to compliance with the terms of this Contract.

#### Availability of Authorized Representative:

The contractor shall ensure availability of his authorized representative at NIT Agartala to receive emergency calls and take remedial actions. The representative should attend the call immediately to ensure the restoration of the services promptly.

For and on behalf of NIT Agartala

Contractor

### Responsibility of Accident and hazards:

The contractor shall be responsible for any accident or hazard that take place during the maintenance period due to negligence of work performed by the agency. He shall also be responsible for payment of compensation and penalties payable to effected parties as a result of legal action. He shall also be responsible for repairs and replacement of damaged parts of the Air-Conditioner and restore services immediately.

#### Spares & parts covered under CAMC:

All of the electrical/ mechanical/ electronics/Software types of materials/ spares related to the VRF System Centralized AC & Ductable Type AC should be supplied by the agency/ contractor.

All parts and components fitted by agency should be original parts or components. If original parts or components are not available, the parts or components fitted will be of equal quality and any defects in design, material or workmanship relating to parts and components shall be limited to the replacement of spare parts or components as defined by this article and which shall be certified by the O.E.M.

Contractor

For and on behalf of NIT Agartala

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# M. Formats for Different Forms/Certificates

Annexure-1

#### Undertaking having gone through the documents as per the Technical bid

Sub.: "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala".

DNIeT No.: 131/NITA/Estate Elect./2022-23

Dated: .....

To, The Registrar, NIT Agartala, Barjala, Jirania, West Tripura - 799046.

Dear Sir,

We have carefully examined the specifications, design and schedule of quantities relating to the work specified in the memorandum hereinafter set out and have visited and examined the installation site of the works specified in the said memorandum and have acquired the requisite information relating thereto as affecting the tender. We hereby offer to execute the CAMC works specified in the said memorandum within the time specified in the said memorandum at the rates mentioned in the Schedule of Quantities and in accordance in all respects with specifications, designs and instructions in writing referred to in articles of agreement, general instructions to the tenderers and special conditions, General Conditions of Contract, conditions hereinbefore referred to, specifications, schedule of works, data sheet and schedule of quantities and with such materials as are provided for, by and in all other respects, in accordance with such conditions so far as they may be applicable.

For and on behalf of NIT Agartala

Contractor

#### Memorandum

A.1.1	DNIeT No.: 131/NITA/Est	ate Elect./2022-23
A.1.2	Name of Work	Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala.
A.1.3	Earnest Money Deposit (Rs.)	Rs. 40,100/- (Rupees Forty Thousand One Hundred Only) by e-payment through electronic mode.
A.1.4	Tender Processing Fee (Rs.)	Rs. 500/- (Rupees Five Hundred Only) by e- payment through electronic mode (Non- Refundable)
A.1.5	Contract period	Initially for a period of 3 (Three) Years and it will be extended to 4 <sup>th</sup> & 5 <sup>th</sup> year based on the satisfactory performance subject to approval of the authority.
A.1.6	Mode of submission of Tender	On-Line mode only

- 2. We also agree that our tender will remain valid for acceptance by the NIT Agartala for 180 days from the date of opening of bid of the tender and this period of validity can be extended for such period as may be mutually agreed between the NIT Agartala and us in writing. We also agree to keep the Bank Guarantee towards earnest money valid during the entire period of validity of tender and the extended period, if any, as per enclosed proforma. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.
- 3. Should this tender be accepted, we hereby agree to abide by and fulfil all the terms and conditions of the contract and in default thereof, to forfeit Earnest Money Deposit and pay to you or your successors, or assignees or nominees such sums of money as are stipulated in the said conditions.

Contractor

For and on behalf of NIT Agartala

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4. We understand that you reserve the right to accept or reject any or all the

Dated this	day of	202 <b>3</b> .	
For and on be	half of M/s _		
(Signature with Name	h seal)		
Designation	Opal Divort	Millione of the	
Place	lar ratoma 75. s	In this way I had	British Ed

tenders either in full or in part without assigning any reason there for.

Contractor

# (To be scanned and uploaded) (Printed on letter head of Chartered Accountant) Turnover Certificate

Addr	ess of the Company/	Firm/Agency:			
Com	pany/firm/Agency na	nat I have verified med above for business ned below; and that it	s related to CAMC for		
Sr. No.	Description	Financial Year 2020-21 Rs. (both, in figures and words)	Financial Year 2021-22 Rs. (both, in figures and words )	Financial Year 2022-23 Rs. (both, in figures and words)	
1.	Annual Turnover				

Name, Address, Signature and Seal of the Chartered Accountant

Contractor

For and on behalf of NIT Agartala

# (To be scanned and uploaded) (Printed on letterhead of firm/company)

# Self-Declaration regarding not being blacklisted

I Shri / Smt	Proprietor/ Director
Authorised signatory of th	e Company/ firm/ Agency M/s
	hereby declare that we ar
not black-listed by any (	Central/State Government/Public Sector Undertaking of
any other organization for	CAMC works in India or elsewhere.
We are not involve	d in any litigation that may have an impact on executio
of contract or may completender.	promise the delivery of service as required under this
terider.	
There is no Judicial	case is pending in court of law against firm.
	(Signature of Authorized Person)
Place: Name	
Date :	
	Address:

Contractor

For and on behalf of NIT Agartala

# (To be scanned and uploaded) (Printed on letterhead of firm/company)

## SELF DECLARATION

Declaration as regards acceptance	of	terms a	nd	conditions	of	contract
-----------------------------------	----	---------	----	------------	----	----------

1.	I Shri. /Smt				Proprietor / Director
	/ authorized	signatory	of	the	Company/Firm/Agency M/s
				_am cor	mpetent to sign this declaration
	and execute t	his tender do	cument;		
2.	I have careful tender and un				the terms and conditions of the
3.	authentic to	the best of r	ny know	ledge ar	ng with the tender are true and and belief. I / We, am / are well false information / fabricated
					tender at any stage, besides the
	liabilities tow				
				(Si	gnature of Authorized Person)
Place	e:				
	e				
Date				Desi	gnation
			- 3 -		
				Addı	ress:
				Seal	
ontrad	ctor			For	and on behalf of NIT Agartala
				SIL	5 8

(To be scanned and uploaded)

# Personal & Bank Details for RTGS

# All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE COMPETENT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO.: 2) MOBILE NO.: 3) e-mail ID:
5.	PAN NO.	
6.	GST NO	
Bank Det	ails -	
1.	NAME OF THE AGENCY FOR ONLINE TRANSFER	The second second second
2.	NAME OF THE BANK	neumber splantikerille a
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

	(Signature of Authorized Person)
Place:	Name
Date :	Designation
	Address:
	Seal

Contractor

For and on behalf of NIT Agartala

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# Details to be supplied before starting of work:

1.	Name of the Agency (with office address)	
2.	Name of Proprietor/ partner	
3.	Telephone Nos. of the firm	
4.	Name and address of the representatives	
5.	24 Hrs. contact No.	
6.	Particulars of the License/ Registration	

Contractor

COMPLAIN REGISTER	(LOCATION	······)
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SI. No.	Date & Time of Complaint	Nature of Complaint	Date & Signature of Complainant	Date & Time of attending complaint	Cause of Fault	Material Used	Date & Signature of Firm's Representative
i de			N. 111		TO I		13 13.0
							NET TO
125							
		813					

Firm's Representative

Junior Engineer

Contractor

Programme for Periodical Maintenance for the Week/ Month of _	
Name of Firm :	- 1 4500
Details .:	
Name of Site :	

The firm shall see that the following work is carried out by an authorized person appointed by him under these rules in a Week/Month and the result are recorded by such person in log book.

Sl. No.	Maintenance Type (Monthly/ Quarterly/ Yearly)	Date & Time of Complaint (if any)	Nature of Complaint (if any)

Firm's Representative

Junior Engineer

Contractor

For and on behalf of NIT Agartala

SE

Actual for Periodical	Maintenance carried out for the Week/ Month of
Name of Firm :	
Details:	
Name of Site :	

Sl. No.	Maintenance Type (Monthly/ Quarterly/ Yearly)	Date & Time	Result (Satisfactory/ Unsatisfactory)
			1
	heavy very	To be well made	
		NEEDS LEES	The Cast No.

Firm's Representative

Junior Engineer

Contractor

For and on behalf of NIT Agartala

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# FAULT - FORMAT

St.	ol. No	
Dat	DateTime	(of occurrence of Fault)
Dat	DateTime	(of Reporting of Fault)
1.	. Fault Reported to : Technical support	centre (Name of the person) on phone:
2.	2. Mode of Reporting : Landline ( )	Mobile ( ) E-mail ( )
3.	3. Description of fault & observation of t	the reporting officer.
4.	Details of Services affected :	
	rom Technical support centre)	(of receiving the 1 <sup>st</sup> assistance over phone
	Details of Assistance received:     (Note : Add additional sheet if needed)	
7.	. Was the fault restored by following th	e instructions given over phone ?
	A. YES B-NO (Tick whichev	er is applicable)
Со	Contractor	For and on behalf of NIT Agartala

8. If Yes, record th	ne date & time o	f restoration	& duration of fa	ult:
Date	Time	-1161	(In hours &	Minutes)
9. Duration of faul	t	Days	Hours	Minutes
10. Was the fault re	estored ?			
A. YES	B-NO (Tick w	hichever is a	pplicable)	
11. If the fault is no (Note: add addition			partially, give de	tails of observation:
12. Note : Date & 1	ime of giving fe			
Date	Time		(In hours & M	inutes)
13. Date & Time of	arrival of Firm'	s Expert at s	ite of Fault:	
Date	Time		(In hours & M	inutes)
14. Brief of observation be made by firm's			firm's staff/ exp	ert : (Detailed entry to
15. Date & Time of	complete resto	ration of sys	tem:	
Date	Time		(In hours & M	inutes)
16. Total duration	of Fault :	days	hours	minutes
17. Remarks of in o	charge (if any):			
Contractor			For and on I	pehalf of NIT Agartala

ks of	ting Enginee	(of firm), if any:	
ks of	ting Enginee	(of firm), if any:	

Countersigned by Engineer-in-charge

Contractor

#### FORM-1

Details of the similar works in Hand

SL	Name of	Description	Date of	Remarks
SL No.	Customer	of work	Start   completion	on
1				

#### Sign and Seal of Contractor

#### FORM-2

# List of work related Equipment, Machinery and tools tackles etc immediately available with the Bidder for use on this work.

(On the letter head of the Contractor)

SI.No.	Description	Function/Purpose	Remarks

# Sign and Seal of Contractor

#### FORM-3

# Details of technical personnel with the bidder who will be deployed for this work

(On the letter head of the Contractor)

SL	Name of person	Whether working in Field or in Office	Mode of employment & Experience	Period for which the person is working with the Bidder	Remarks

Sign and Seal of Contractor

For and on behalf of NIT Agartala

Contractor

## N. FINANCIAL BID

#### FINANCIAL BID

Name of Work: "Repairing/ Operation and Comprehensive Annual Maintenance Contract (CAMC) of Blue Star make VRF System Centralized AC and Ductable Type AC installed at Computer Centre building & Auditorium respectively at NIT Agartala.

DNIeT No.: 131/NITA/Estate Elect./2022-23

Sl. No.	Description of Item	Unit	Qnty.	Estimated Rate (In Rs.)	Amount (In Rs.)
1	Repairing and servicing of existing VRF System 12X12 HP, 2X18 HP Blue Star make Air-Conditioning at CSE building with necessary connections etc. as required.	НР	180.00	1634.30	294174.00
2	Comprehensive Annual Maintenance Contract (CAMC) of VRF System 12X12 HP, 2X18 HP Blue Star make Centralized Air-Conditioning installed at Computer Centre building at NIT Agartala.			1	
Α	1st Year			- Face	
В	2nd Year	HP	180.00	8521.96	1533952.80
С	3rd Year				
3	Comprehensive Annual Maintenance Contract (CAMC) of Ductable Type, 11 TR Capacity (Twin) Voltas make Air-Conditioning installed at Auditorium at NIT Agartala.				
Α	1st Year	Wall A			der si
В	2nd Year	TR	88.00	2006.00	176528.00
С	3rd Year				

Total in figure (including GST)

Rs. 20,04,655.00

Quoted Rate in figure

Excess/Less

N

The Financial Bid is available on the e-procurement website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>

Contractor

For and on behalf of NIT Agartala