



**INDIAN INSTITUTE OF INFORMATION TECHNOLOGY
DESIGN AND MANUFACTURING KANCHEEPURAM
Off Vandalur-Kelambakkam Road, Melakkottaiyur
Chennai-600 127**

NOTICE INVITING TENDER

NAME OF WORK: ANNUAL COMPREHENSIVE SERVICE AND MAINTENANCE CONTRACT FOR REVERSE OSMOSIS (RO PLANTS AT IITDM KANCHEEPURAM

Indian Institute of Information Technology Design and Manufacturing (IITD&M) Kancheepuram invites sealed item rate tenders under TWO bids with prequalification systems from the vendors who fulfils the eligibility as given below in the campus.

SI No.	Particulars	Quantity Required
1	ANNUAL COMPREHENSIVE SERVICE AND MAINTENANCE CONTRACT FOR REVERSE OSMOSIS (RO PLANTS) AT IITDM KANCHEEPURAM	As per Annexure-6

The tender document may be downloaded from the website <http://iitdm.ac.in> and central public procurement portal.

a) Tender Number /Date	IITDM/19/2020-21/RO PLANTS-AMC/005 dated 15 th Oct 2020
b) Tender Published Date	15 th Oct 2020
c) Pre-bid meeting / Site visit	19 th Oct 2020, 1100 Hrs
d) Bid Submission(Technical Bid)	19 th Oct 2020, 1500 Hrs
e) Technical Bid Opening	22 nd Oct 2020, 1530 Hrs
f) Estimated Cost	Rs. 3,96,000/- (Rupees three lakhs ninety six thousand only)
g) EMD	Rs. 10,000/- (Rupees ten thousand only)
h) Security Deposit / Performance Guarantee	10% of Tender Value of successful bidder

General Terms and Conditions

1. The tender should be valid for 03 months from the due date and this work needs to be carried out in a time bound manner and the entire work including making good the walls, floors and others in the address mentioned above of this Institute.
2. The vendor shall take care of all safety and precautionary measures during the execution of the work.
3. No unsolicited correspondence shall be entertained after the submission of the offer.
4. **The contract shall be in force for initial period of ONE YEAR and may be extendable further TWO YEARS with the same rate/price based on the satisfactory performance by keeping other terms and conditions of the contract as same.**
5. The Institute also reserves the right to reject any bids with sub-standard products even if they are found to be lowest.
6. **The quotations duly sealed and super scribed on the envelope with the reference no. and due date, should be addressed to the undersigned so as to reach on or before the due date stipulated above.**
7. The rate quoted should be inclusive of all service, spare material repair, replacement, labour, transportation, installation testing and commissioning of the items at the designated place.
8. Special concession in rates if any applicable for Educational Institution shall also be offered and indicated clearly.
9. Penalty for delayed services / LD
 - a. As time is essence of the contract, the period of work mentioned in the work order should be strictly adhered to.
 - b. If the vendor fails to perform the work as per the specifications mentioned in the order within the due date and time the vendor is liable to pay liquidated damages of 10% of order value and the work will be executed through some other Agency at the risk and cost of the vendor.
10. The IITDMK reserves the right to accept the offer in full or in parts or reject the offer summarily or partly without assigning any reasons.
11. Before quoting the tender you should inspect all the plants and quoted accordingly. **Site Visit scheduled on 19th Oct 2020.**
12. The maintenance period shall be one year with effect from date of issue of work order.
13. The selected firm will have to carry out Comprehensive service and maintenance of various capacity Reverse Osmosis Plants installed in the Institute Campus; including periodical checking, servicing, repairing, rectifications etc.
14. The services shall include providing all manpower, tools and plants like ladder, stools, spanners, testing equipment and replacement of defective spare parts etc. Taxes as applicable will be extra. Nothing extra shall be payable under any account over and above the rate quoted.
15. **Periodical maintenance i.e., ONCE IN 3 MONTHS should be carried during one-year maintenance period and necessary report should be submitted.**

16. Four General services/Break down services will be executed apart from any number of compliant calls / break down services for the period of one year.
17. **Water shall be tested at the interval of every three months from reputed laboratories like Kings Institute/Anna University/TWAD board/Chennai Metro water or by any other NABL accredited laboratories and the result shall conform to the provisions of IS 10500 which shall be the basis for payment.**
18. **Quoted rate is inclusive of compulsory replacement of all Filters, Media, R.O membrane, motors, electrical spares and other components providing all consumables like chlorine, PH corrector liquid and electro mechanical repairs including all the pumps, motors and starters etc., Any spare parts beyond the scope of work should be intimated well in advance to the Engineer-in-charge. Further the rate of the spare parts to be submitted to this office for approval before proceeding the work.**
19. The AMC inclusive of routine/periodic/breakdown/trouble shooting maintenance (Civil/electrical/mechanical) of all installation of the systems.
20. The AMC inclusive of cleaning of machineries and in and around RO plant area all types of electrical/mechanical repair, defects rectification of pumps motors, electric control panels, automation systems, valves/motorized valves, connecting cables, wires etc., complete shall be carried out by the firm.
21. The contractor shall display a board / notice on each RO Plant about date of service carried out / next due date duly signed by service engineer.
22. The AMC work is to be executed as per directions of Engineer-in-charge.
23. After getting work order the contact list with flowchart should be submitted to Engineering office of IIITDM.
24. **Payment will be made on QUARTERLY basis after satisfactory completion of the service along with service and water testing reports, etc. The rate inclusive of all testing charges, collection of samples, transportation and incidental expenses.**
25. Statutory deductions of taxes at source will be carried out from the payment due at the prevalent rates as prescribed by the government.

Sd/-
Registrar
IIITDM Kancheepuram

TERMS & CONDITIONS GOVERNING THE CONTRACT

1. Compliance of Statutory Provisions, Laws, Rules, Orders, Notifications, etc. issued by Government from time to time.
 - (a) The Contractor shall at his/her own cost comply with all the statutory provisions, laws, rules, orders, notifications, etc. whether issued by Central or State or Local Government as applicable to him and to this contract from time to time while discharging his responsibilities under this contract and indemnify the Institute against any loss which accrues to the institute directly or indirectly on account of commission/ omission of his responsibilities under this contract.
 - (b) The Contractor shall not engage/employ persons below the age of 18 years.
 - (c) In case any workman suffers any injury or meets with any accident while performing duty, the liability under Workmen's Compensation Act or any other Law shall be borne fully by the Contractor and IITDM Kancheepuram shall not be liable for any claim for damages or compensation.
 - (d) IITDM Kancheepuram shall not be responsible for any claim, whatsoever, against the Contractor from third party sources including claims, if any, from the men employed by the Contractor under this Contract.
 - (e) The Contractor shall be fully responsible and liable if any person engaged/planned to be engaged by him/her for the purpose of this Contract is involved in any unlawful activity including theft, pilferage, sabotage, terrorism etc. during their presence in IITDM Kancheepuram, under the provisions of this Contract. The Contractor shall be required to certify that persons deployed by him are not involved in any unlawful activity including theft, pilferage, sabotage; terrorism etc. and he shall be fully responsible/liable for their conduct. Contractor should also obtain entry passes; gate passes for the persons deployed by him for work, from the concerned institute through its Section in-charge.
 - (f) For successful implementation of the terms and conditions of this agreement, the staff employed by the Contractor shall be subject to inspection by the authorized officers of IITDM Kancheepuram at the discretion of IITDM Kancheepuram and the Contractor shall be under obligation to assist in such exercise, whenever desired.
 - (g) The Contractor shall ensure that IITDM Kancheepuram property is not damaged due to his staff's carelessness or through use of any material/methods etc. and in case of any damage or loss, Contractor shall be liable to make good the loss. The decision of IITDM Kancheepuram as to the quantum and value of damage/loss and the extent of recovery to be made from him shall be final and binding on the Contractor.
 - (h) The requirements given in the 'Schedule of Work' placed at **Annexure- 6** are only indicative and not exhaustive. Contractor shall be required to complete the project. The decision of IITDM Kancheepuram authorities in this regard shall be final and binding on the Contractor.

- (i) Timely completion of the assigned work / attending the complaint shall be the sole responsibility of the Contractor and in the event of his/her failure to do so, this Institute reserves the right to get it done at the risk and cost of the Contractor. The expenditure so incurred by IIITDM Kancheepuram shall be deducted from the payments due to the Contractor or from the Security Deposit and/or Performance Guarantee, as deemed fit by the Institute.
- (j) The Contractor shall take all necessary steps to ensure that due to his/her work, other official work is not put to inconvenience during Office timings and there is no safety hazard/any other hazard at workplace. To ensure this, the Contractor may have to do the work after office hours or on weekends/holidays too.
- (k) Decision of IIITDM Kancheepuram regarding satisfactory completion of the job will be final & binding on the Contractor. If the work is not found satisfactory then the Contractor may be asked to redo the work at no additional cost to IIITDM Kancheepuram. The Contractor shall be bound by any such decision, directions of IIITDM Kancheepuram officials.
- (l) The Contractor shall ensure performance of all activities, which have been listed under the '**Schedule of Work**' at **Annexure 6** of this tender document. He shall be under obligation to carry out all of the works stipulated in the contract.
- (m) Failure to comply with the conditions governing this Contract, shall subject the Contractor liable for Penalty and Termination of Contract as stipulated in Para 29 and 30 of this Tender Document.
- (n) The supply of material should be conforming to reputed brands or ISI marks also the works must be carried as per Govt. norms and as per the direction of Engineer-in-charge. Samples of all materials, spares / fixtures as specified in 'Schedule of Work' shall be got approved from the Engineer-in-charge before their use by the Contractor. Catalogues / Brochures are also to be brought by the Contractor along with samples wherever required.
- (o) IIITDM Kancheepuram's Power to issue instructions etc: IIITDM Kancheepuram may in its absolute discretion & from time to time issue further Drawings if any, &/or written instructions, detailed directions & explanations in regard to:
 - (i) Minor addition, reduction, omission or substitution of any work included in the Contract.
 - (ii) Minor variation or modification of the design, quality, character of any work.
 - (iii) Minor variation in the dimensions of any part of the works.
 - (iv) Minor discrepancy in the Drawings if any, or between the Bill of Quantities and /or Specification.
 - (v) The removal from the site of any material brought thereon by the Contractor & the substitution of any other material.

- (vi) The dismissal from the works of any person employed there-upon by the Contractor to carry out the work under the provisions of this Contract and its replacement by the another suitable person within a given time frame at no additional cost to IIITDM Kancheepuram.
- (vii) The opening up of or inspection of any work covered up. a) All other instructions issued to him covering other aspects of the Contract.

2. INSPECTION AND QUALITY ASSURANCE

- (a) Engineer-in-charge or any other representative/official deputed by the IIITDM Kancheepuram shall have the right to inspect or to test the materials to establish their conformity to the ordered specifications. The Contractor shall provide all reasonable facilities and assistance to such representative without any charges to the IIITDM Kancheepuram in this regard. Further, IIITDM Kancheepuram may direct the Contractor to get any/all materials/samples tested from specified organization(s) for conforming to the tendered specifications at the cost of the Contractor. In case, any inspected or tested material fails to conform to the ordered specifications, or workman ship is found to be unsatisfactory at any stage IIITDM Kancheepuram may reject them and Contractor shall either replace the rejected material or make alternative arrangements necessary to meet the stipulated specifications and rectify the defects pointed out in the workman ship, at no additional cost to IIITDM Kancheepuram, within the Work Completion Period as per Para 28.
3. Watch and ward of the material used by the Contractor before/during and after installation shall be the responsibility of the Contractor till the job is duly completed and handed over to the Institute. IIITDM Kancheepuram shall in no way be responsible for the security of the material kept in IIITDM Kancheepuram premises for the purpose of the Contract.

4. Earnest Money Deposit (EMD):

- (a) Each Tender must be accompanied by Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees ten thousand only). The EMD should be paid online ONLY in the link <https://www.onlinesbi.com/sbicollect>. Tenderer registered with NSIC/MSME and having a valid registration certificate will be exempted from payment of EMD.**
- (b) The EMD amount may be paid by clicking the above SBI link and following the below steps. Accept terms & conditions > TamilNadu > Education institute > IIITDM Kancheepuram A/c > Earnest Money Deposit. **The payment receipt with reference number should be enclosed along with tender document.**
- (c) Earnest Money Deposit (EMD) is liable to be forfeited and bid is liable to be rejected, if the tenderer withdraws or amends impairs or derogates from the tender in any respect within the period of validity of the tender.
- (d) EMD of unsuccessful bidders will be returned by IIITDM Kancheepuram within a period of 30 days after issue of WORK ORDER to the successful bidder. For the successful bidder, EMD will be returned /adjusted after depositing the Security Deposit. No interest shall be payable to the bidders against their EMDs.

5. **Eligibility Criteria:** In order to be considered for the contract of the works as detailed under `Schedule of Work` in this Tender Document the tenderer must have:

“Similar RO plants Annual Operation and Maintenance works” should be executed with State Govt. /Central Govt./ Autonomous / Private educational institutions not less than the value of Rs.4.00 lakh for a single work order (or) Rs.3.00 lakhs each for two work orders and the same should be executed on or after 01.01.2018.

Work order & Completion certificates to be submitted along with copy of Scope of Work.

8. Technical Bid should contain following information:

- (a) Registration certificate of TIN number issued by appropriate authority in to be attached.
- (b) Should be registered under GST certificate (certificate issued by appropriate authority to be attached).
- (c) Should have valid PAN Number issued by Income Tax Institute (PAN Card issued by appropriate authority to be attached).
- (d) Should attach a self-declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking/Autonomous anywhere in the country.
- (e) Bids should be complete in all respects and conform to all the conditions laid down in the tender documents failing which their bids shall be liable to be rejected without further information to be the bidder and without assigning any reason. No correspondence shall be entertained in this regard.
- (f) The institute reserves the right to reject any or all the bids without assigning any reasons thereof. No tenderer shall have any cause of action or claim against IIITDM Kancheepuram for rejection of his bid.
- (g) The tender document is not transferable.
- (h) Conditional Tenders/Non-compliance of any of the conditions set in tender document shall render the bid liable for rejection.
- (i) The bidders in their own interest should study the `Bid document` carefully, and abide by the various instructions and guidelines provided under various paras of the tender document.
- (j) IIITDM Kancheepuram reserves the right to seek any clarification from the bidders or waive any minor deviation in the provisions governing the contract at its sole discretion.
- (k) For better appreciation of `Schedule of Work` under this Contract, the bidders are advised to **visit the site of the work on 19th Oct 2020 at 1100 hrs.**

9. THE BID DOCUMENT:

The works required, bidding procedures and contract governing terms are described in the bidding document. In addition to the Notice Inviting Tender, the Tender documents shall include Annexure 1 - Annexure 7.

10. PREPARATION OF BIDS

- (a) Tender document complete in all respect needs to be submitted by the bidder in sealed cover.
- (b) Bid shall contain EMD and complete details of general nature viz. detail and documents conforming to eligibility criteria, experience of bidder, schedule of work duly filled with unit price amount separately for each item etc., as asked for in the tender document. Each page/document of the bid should be stamped by the tenderer of his authorized representative. Rates should be quoted including of excise duty, freight & forwarding, installation, testing and commissioning and excluding GST as applicable. No extra rate will be paid by the Department on any account separately.
- (c) The above envelope should be sealed and superscripted with Tender Notice No., description of work, due date of opening, and name & address of the bidder on the cover. This envelope should be addressed to Registrar, IITDM Kancheepuram.
- (d) The complete bid excluding the prices may be written by the bidder in indelible ink or typed.
- (e) The price bid in the tender form should only be typed quoting all relevant financial quotes, in words as well as figures, duly signed by tenderer with Seal of Agency/Firm. Hand written financial quotes in the tender form are liable to be rejected. In case of difference between words and figures the amount mentioned in the words will be taken to be correct. In case computing error is found in amount column by multiplying quantity and unit price, price indicated as unit price shall be treated as quoted price and amount column shall be re calculated and considered for price ranking. All cuttings/ over writings should be countersigned and number of cuttings/ over writings should be indicated on each page. In case of no cutting/ overwriting on the page, NIL cutting/overwriting shall be indicated. No page should be left Blank. If this is unavoidable then blank pages should be cut across and written "Blank" on it.
- (f) Any interlineations, erasures or overwriting shall be valid only if they are initialed by the person or persons signing the bid.
- (g) A check-list as per **Annexure-2** needs to be submitted by all the bidders.
- (h) All documents forming a part of the Tender document should be serially numbered and signed by the authorized signatory on each page of the document. Failure to do so will be treated as non-fulfillment of the tender conditions and the bid shall be liable to be rejected.
- (i) The bid prepared by the bidder and all correspondences and documents relating to the bid exchanged by the bidder and the institute shall be written in English language only. Supporting documents and printed literature furnished by the bidder may be in any other language also provided they are accompanied by an accurate translation of the

relevant passages in English/ Hindi, in which case, for purposes of interpretation of the bid, the translation shall prevail.

- (j) Bids shall be submitted in the prescribed bid Proforma 'Schedule of Works' as per **Annexure 6**. The prescribed Proforma at **Annexure 6** duly filled in and signed should be returned intact.
- (k) The bidder shall sign the bid with the exact name of the firm to whom the contract is to be issued, in case the contract is awarded to him. It shall be identical with the firm for which the essential certificates and eligibility conditions are enclosed along with this bid document.
- (l) The bid papers, duly filled in and complete in all respects shall be submitted together with requisite information and Annexure/Appendices. It shall be complete and free from ambiguity, change or interlineations.
- (m) The bidder should indicate at the time of quoting against this tender their full postal addresses and telephone numbers.
- (n) Any work, which is not specified and required to be done for satisfactory completion of project, the same shall be specified separately in his / her quote.

(o) Bids should be submitted in two separate covers:

(i) First cover indicating 'COVER FOR PREQUALIFICATION' should consist of only prequalification document along with supported documents, if any, etc. This cover should consist of complete prequalification papers, names of Agency and also commercial terms etc. offered. Price column in this cover should be kept blank. **THE PROOF OF ONLINE PAYMENT OF EARNEST MONEY DEPOSIT (EMD) SHOULD BE ENCLOSED IN THIS COVER.**

(ii) Second cover indicating, "COVER FOR PRICE BID" should consist the same details of first cover as well as price details also. Both the covers should first be sealed separately, and then both the covers should be kept in a single sealed bigger cover. This cover addressed by name to the officer signing this enquiry should be submitted before due date and time. Envelope should bear the inscription: - "Tender for (Name of Work) -at IIITDM Kancheepuram.

(iii) IIITDM Kancheepuram reserves the right to cancel/terminate any bid/ all bids without any reason hereof.

11. PRICE BID : Item rates quoted on the 'Schedule of Work' at **Annexure 6** by the bidder shall be valid and constant during the entire period of contract and will not be subjected to any variation on any account whatsoever.

12. INCOME TAX LIABILITY: The Contractor will have to bear entire Income Tax liability both corporate and personal whatsoever at his own end and IIITDM Kancheepuram shall in no way be under any obligation to bear it.

13. PERIOD OF VALIDITY OF BIDS: Bids shall be valid for acceptance for the period as indicated in 'General Information' (hereinafter referred to as validity period) and shall not be withdrawn on or after the opening of bids till the expiry of the validity period or any extension agreed to thereof. In exceptional circumstances, prior to expiry of the original bid validity period, the Competent Authority of the Institute

may request the Bidders for specific extension in the period of validity. The requests and the responses shall be made in writing. The Bidders will undertake not to vary/modify their bids during the validity period or any extension agreed to thereof.

14. Bids tendered through Telex/ Telegraphic/ Tele fax/email shall not be considered for the award of this contract.

15. DEADLINE FOR SUBMISSION OF BIDS: The Bids must be submitted to The Registrar, IITDM Kancheepuram not later than **1500Hrs (IST) on 22nd Oct 2020.**

16. LATE/WRONGLY DELIVERED BIDS: Bidders are advised in their own interest to ensure that their bids reach the specified office well before the closing date and time of the tender at the specified location. Any bid received after the stipulated deadline for submission of tenders or delivered at/to some other place/authority shall be liable to be rejected and decision of IITDM Kancheepuram shall be final and binding on all the bidders.

17. OPENING OF BIDS:

a) The technical bid will be opened at **1530Hrs (IST) on 22nd Oct 2020.**

b) The commercial bid will be opened only for those qualified in technical bid.

c) The bidder or his authorized representative may be present at the time of opening of bid on the specified date, but a letter in the form annexed at **Annexure 4** hereto must be forwarded to this office along with bid and a copy of this letter must be produced in the office by the person attending the opening of bid. Unless this letter is presented by him/her, he/she may not be allowed to attend the opening of bid. In case of unscheduled holiday on the closing/opening date of bid in IITDM Kancheepuram, the next working day will be treated as scheduled prescribed day for closing/opening of bid, the time notified remaining the same.

18. UNSOLICITED POST TENDER MODIFICATIONS: Unsolicited post-tender modification(s) shall lead to rejection of the offer and the EMD amount shall be liable to be forfeited.

19. NON CONFIRMATION TO STIPULATIONS OR SPECIFICATIONS: Every bidder must note that his/her Bid shall be liable to be rejected in case the tender stipulations are not complied with strictly or the specifications offered by the bidder do not conform to the required specifications indicated therein. The lowest Bid will be determined from among those Bids, which are in full conformity with the required specifications/ conditions.

20. CONTACTING IITDM AUTHORITIES: No bidder shall contact any of the IITDM Kancheepuram authorities on any matter relating to his bid, from the time of the opening of the bids to the time the contract is awarded.

21. EXAMINATION AND EVALUATION OF BIDS: A committee/person constituted by Competent Authority of IITDM Kancheepuram for this purpose will examine the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the complete documents duly signed have been furnished, and whether the bids are generally in order. The committee/person shall determine the conformity of each bid to the bidding documents. If felt necessary, the Committee/person may seek

clarification/additional information from the bidders at any stage before the Contract is finally awarded.

22. CRITERIA FOR THE AWARD OF CONTRACT: IITDM Kancheepuram will award the contract to the successful bidder whose bid has been determined to be in full conformity with the bid documents and has been determined as the lowest evaluated bid.

23. CANCELLATION OF TENDER PROCESS: Committee/person duly constituted by Competent Authority, IITDM Kancheepuram, reserves the right to reject, accept or prefer any bid and to annul the bidding process and reject all bids at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligation to inform the affected bidder or bidders of the ground for its actions and decisions. Executive Director also reserves to himself the right to accept any bid in part or split the contract between two or more bidders.

24. NOTIFICATION OF AWARD (NOA)/ AWARD OF WORK ORDER

- a. Prior to the expiry of the period of bid validity, IITDM Kancheepuram will notify to the successful bidder in writing that his/her bid has been accepted.

25. SECURITY DEPOSIT

- a. Successful Bidder shall furnish Security Deposit of 10% of Contract value shall be submitted in the form of a Crossed Demand Draft/Pay Order/Banker's cheque/FDR drawn in favor of "The Registrar, IITDM Kancheepuram", payable at Chennai.
- b. Within 07 (SEVEN) working days of the receipt of Notification of Award (NOA) / Award of Work order from IITDM Kancheepuram, the successful bidder shall furnish Security Deposit in accordance with the conditions of the contract as per Para above.
- c. Failure of the successful bidder to comply with the requirement shall constitute sufficient grounds for the annulment of the award and forfeiture of his/her Earnest Money Deposit.
- d. In case the work is abandoned during the course of work, failure of Contractor to comply with the directions of IITDM Kancheepuram or Contractor fails to complete the assigned work within the Work Completion Period, or quality of the work is found to be unacceptable to the institute and the Contractor is unable to rectify the defects within the time frame provided for completion of the work or provide satisfactory services during the Defect Liability Period as specified (12 months after completion of work), the Security Deposit is liable to be forfeited, without prejudice to other remedies at the sole discretion of IITDM Kancheepuram administration.
- e. On successful completion of the Contract, Security Deposit will be released after completion of Defect Liability Period i.e. 12 months from the date of completion of the work.
- f. No interest will be payable by the Institute to the Contractor on the Security Deposit / Performance Guarantee.

- 26. SIGNING OF CONTRACT:** The successful bidder shall be required to sign a formal detailed contract / agreement (Annexure - 7) with IIITDM Kancheepuram within a period of 07 working days after depositing Security Deposit. Failure to do so on the part of the Contractor, Notification of Award is liable to be cancelled and Security Deposit is liable to be forfeited.
- 27. COMMENCEMENT OF WORK:** On receipt of notification of award, successful bidder shall be required to start the work within 07 working days after signing the contract or handover of site, whichever is earlier. In case of failure to commence the work by the Contractor within 15 days after signing of the contract or handover of site, the Institute shall be at the liberty to terminate the Award and forfeit the Security Deposit.
- 28. WORK COMPLETION PERIOD:** The work should be executed immediately from the date of award of contract. In case the Contractor fails to complete the assigned work within specified AMC Period, IIITDM Kancheepuram may recover Liquidated Damage and/or terminate the Contract and/or forfeit the Security Deposit. IIITDM Kancheepuram on its part would be required to handover the site to the Contractor free from any encumbrance.
- 29. PENALTIES AND LIQUIDATED DAMAGES:** If the Contractor fails to complete the assigned AMC work during the period as per the work order, IIITDM Kancheepuram shall without prejudice to its other remedies, deduct as liquidated damages 0.5% of the Contract Value for each and every week of delay (part of the week shall be considered as full week) subject to maximum of 10% of the Contract Value and the same shall be deducted from the bill(s) or any other payment due to the Contractor. In addition to it, Institute shall be at the liberty to terminate the Contract, and/or forfeit the Security Deposit, in case, Contractor fails to complete the assigned work within the 'AMC Period'.
- 30. TERMINATION OF CONTRACT:** It shall be the primary responsibility of the Contractor that work contract is executed as per Terms and Conditions stipulated under this contract to the complete satisfaction of the institute. If the Contractor fails to commence the work as per Para 27. and/or the performance is not found to be satisfactory by the institute and/or on inspection as per Para 02 the Contractor fails to provide all reasonable facilities and assistance to the inspector without any charges to the IIITDM Kancheepuram and/or fails to either replace the rejected material or make all alternative arrangements necessary to meet specification and correct the defects pointed out in the workman ship free of cost to the IIITDM Kancheepuram within the Work completion Period as per Para 28, Institute may terminate the contract and/or forfeit the Security Deposit as per Para 28 or penalize up to 10% of the contract value.
- 31. FAILURE BY CONTRACTOR TO COMPLY:** After receipt of written notice from the IIITDM Kancheepuram during the execution of work, requiring compliance with such further Drawings if any, &/or IIITDM Kancheepuram's instructions, fails within seven days to comply with the same, the IIITDM Kancheepuram may employ and pay other persons to execute any such work whatsoever as may be necessary to give effect thereto and all costs incurred in connection therewith shall be recoverable from the Contractor by the IIITDM Kancheepuram.
- 32. DEFECT LIABILITY PERIOD:** If any defect is noticed within **12 months** from the date of completion of work, the same shall be rectified by the Contractor upon a

notice to that effect and within stipulated period therein failing which IIITDM Kancheepuram may forfeit the Security Deposit.

33. ARBITRATION: In the event of any dispute or disagreement under or in relation to this Agreement or over the interpretation of any of the terms hereinabove contained or any claim or liability of the Contractor, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on by mutual consent, then IIITDM Kancheepuram will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The arbitration proceedings will be held in Chennai. The Arbitrator will give reasons for his/ her award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Indian Arbitration and Conciliation Act, 1996, or of any modifications or reenactment thereof including the rules framed there under.

34. JURISDICTION OF COURTS: All disputes are subject to the jurisdiction of courts in Kancheepuram/Chennai and Agreement will be governed by and be construed in accordance with the laws of Govt. of India.

35. DISCLAIMER: The quantities mentioned in the column 3 of Schedule of Work (Annexure – 6) are illustrative only and not exact in nature. **They may increase or decrease during actual execution of work.** The Institute shall not be liable for any financial loss, sustained by the contractor in case the quantity of work executed by the contractor is at variance with the illustrated quantities as mentioned in the column 3 of Schedule of Works.

Sd/-
Registrar
IIITDM Kancheepuram

BID SUBMISSION PROFORMA

Tender No.

Registrar, IITDM Kancheepuram,
Chennai 600127

Dear Sir,

1. I/We hereby offer to quote for work as defined in ‘Schedule of Works’ and the relevant Annexures at the quoted price given in the ‘Schedule of Works’ Proforma as per **Annexure-6** and agree to hold this offer open till _____.

2. I/We have understood and complied with all Terms and Conditions stipulated in the Tender Document necessary for submission of this bid. It is further stated that I/We have fully understood the ‘Schedule of Works’ and Terms and Conditions in the Tender Document governing this contract and shall abide by them in toto, if awarded the Contract.

3. The following pages have been added to and form part of this tender (if needed to be filled and added).

Yours faithfully,
Signature & Seal of Bidder Address
Dated:

Note: This form duly typed on the letter head of the bidder and duly signed should be returned forming Annexure-1 of this Bid document.

CHECK LIST

The bidders are advised in their own interest to ensure that the following points/aspects in particular have been complied with failing which the offer is liable to be rejected.

1. Please tick whichever is applicable and cross whichever is/are not applicable.
2. Please sign each sheet.
3. The check-list duly filled must be returned along with the offer.

Sl No	Para reference	Description	Bidders Response Yes/No/ N.A.
1.	6(a)	Earnest Money deposit	
2.	8(b)	Copy of <u>GST return for last one</u> year, and tax return for last three years.	
3.	7(b)	Copy of completed work contracts along with scope of work in support of Eligibility Criteria as referred	
4.	7(b)	Photocopy of Work Order/ valid registration for Similar works at least one of the organizations e.g. PWD/ CPWD, MES, BSNL, RAILWAYS, State Govt Org. for carrying out AMC of RO Plants for a value not less than of Rs.4.00 lakh for a single work order (or) Rs.3.00 lakh each for two work order should be executed on or after 01.01.2018.	
5.	8(a)	Photocopy of Registration certificate of TIN number issued by appropriate authority in favour of the tenderer.	
6.	8(b)	Photocopy of GST certificate issued by appropriate authority in favour of the tenderer.	
7.	8(c)	Photocopy of PAN Card issued by appropriate authority.	
8.	8(d)	A self-declaring certificate that the Agency/Firm has not been debarred from working in any Govt. institution/undertaking anywhere in the country.	
9.	10(n)	Financial Bid (i) Typed or (ii) Handwritten	
10.	10	Preparation of bid (All the pages of tender document should be signed with stamp)	
11.	10(i)	Bid Submission Proforma	
12.	10(f)	Check List	
13.	10(i)	Schedule of Work duly filled with quoted unit price and amount of each item both in figures and words.	

Signature & Seal of Bidder

BIDDER 'S PAST WORK EXPERIENCE PROFORMA

**NOTE- Work Orders & Completion/On Going Works Certificates
From Clients to be enclosed along with this Proforma.**

Name of the bidder (Firm):	
Address of the bidder:	
Land line Tel Nos of the bidder	
Mobile Nos of the bidder:	
Email of the bidder	
Registration No. of the Firm: (If any) (Please enclose the copy of registration)	
GST No.	
TIN No.	
PAN No.	
Experience: Details of AMC works executed especially with Govt. &/or PSU organizations for a value not less than Rs.4.00 lakhs for a single work order (or) Rs.3.00 lakh each for two work order should be executed on or after 01.01.2018.	(1) (2) (3) (4) (5)
Details of Manpower availability (Number with their qualification & experience):	

Declaration:

I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in NIT.

Signature & Seal of the Bidder

AUTHORIZATION LETTER FOR ATTENDING TENDER OPENING

Date

To,
Registrar
IIITDM Kancheepuram
Chennai 600127

Subject: Tender No. _____ Due on _____.

Sir,

Mr/Ms has been authorized to be present at the time of opening of above tender on my/our behalf.

His/her attested signatures are as under:

.....

Yours faithfully,
Signature & Seal of the Bidder

BANK GUARANTEE
BANK GUARANTEE TOWARDS BID SECURITY (EMD)

To

Registrar,
 IIITDM Kancheepuram,
 Chennai 600127.

Name of Contract/Tender.....

Dear Sir,

Whereas, in accordance with the provisions of the Terms and Conditions of the above mentioned Contract/Tender,(hereinafter called “the bidder”) shall provide EMD/Bid Security in the form of A/c payee DD/FD Receipt/Bank Guarantee for% of the total value of the Contract amounting to **Rs..... (Rupees)** to **IIITDM Kancheepuram**(hereinafter called “the customer”) towards EMD under clauseof the said RFP/Tender.

Whereas we, M/s..... (hereinafter called “the banker”), as instructed by the Bidder, agree unconditionally and irrecoverably to guarantee as primary obligatory and not as mere surety, the payment to **IIITDM Kancheepuram** on his / her first demand without whatsoever right of objection on our part and without his / her first claim to the Bidder, for an amount not exceeding Rs..... (Rupees).

We further agree that no change or addition to or other modification of the Terms of the Contract or of Works/Tender to be performed there under or of any of the Contract documents which may be made between **IIITDM Kancheepuram** and the Bidder, shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

This guarantee shall remain valid and in full effect from the date of issue of this Bank Guarantee for a period of six months w.e.f..... to.

Notwithstanding anything contained therein:

1. Our liability under this bank guarantee shall not exceed Rs..... (Rupees)
2. This bank guarantee shall be valid for Three years w.e.f. toand
3. We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or beforeYours truly,

Signature and Seal of the official
 Name of Bank:

Date:

Annexure-6

SCOPE OF WORK :

ANNUAL COMPREHENSIVE SERVICE AND MAINTENANCE CONTRACT FOR REVERSE OSMOSIS (RO PLANTS AT IIITDM KANCHEEPURAM					
Sl.No.	Plant Location	Plant Capacity	Unit	Unit Rate	Total Amount in Rs.
1.	Admin building	250 LPH	01 No		
2.	Academic building	150 LPH	02 Nos		
3.	Laboratory building	250 LPH	02 Nos		
4.	Cafeteria	250 LPH	01 No		
5.	Aswatha Hostel	250 LPH	02 Nos		
6.	Ashoka Hostel	250 LPH	01 No		
7.	Jasmine Hostel	250 LPH	02 Nos		
8.	Akshaya Dining Hall	500 LPH	01 No		
TOTAL					

Grand Total :Rs.....

Grand Total in Words: Rupees.....

Note: Total amount will be taken into consideration for arriving at L-1.

- Site visit is compulsory.
- GST will be paid extra as applicable.

Declaration:

I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in NIQ.

Date:

Signature
Name and Address of the Bidder

CONTRACT AGREEMENT

CONTRACT AGREEMENT NO. _____.

This Agreement made on _____ between Indian Institute of Information Technology Design and Manufacturing through its authorized signatory The Registrar (which expression shall include its administrators, successors, executors) on the one part and M/s.....(hereinafter referred to as contractor) which expression shall include its administrators, successors, executers and permitted assigns on the other part.

Whereas, IIITDM is desirous of getting the work of.....(Name of work).....” at its campus located in Melakottaiyur Village, Off Vandalur-Kelambakkam Road, Chennai 600127 as mentioned in detailed document and has invited tenders for this work as per tender document issued for this purpose. And whereas M/s had participated in the above referred bidding vide their proposal dated and IIITDM accepted their aforesaid proposal and awarded the work to M/svide its award letter No.dated and the documents referred to therein which have been accepted by M/sresulting into a contract.

NOW THEREFORE THIS DEED WITNESSETH AS UNDER

IIITDM has awarded contract to M/sherein after on the Terms and Conditions contained in acceptance letter dated No.dated..... and the documents to therein. The award has been taken with effect as per the aforesaid award letter w.e.f. The terms and expressions used in this agreement shall have the meanings as are assigned to them in the Contract Documents. Name of Documents...

1. Award letter dated
2. Set of tender documents and quotations submitted by the contractor.

The above contract documents are serially numbered from 1 to ___ and are initialed by both the parties through their representatives. All the aforesaid contract documents shall form an integral part of this agreement. The contract shall be performed by the contractor strictly and faithfully in accordance with the terms of the agreement. Any modification of the agreement shall be effected only by a written instrument signed by the authorized representatives of both the parties.

It is specifically agreed by and between the parties that all the differences or disputes arising out of the agreement or touching the subject matter of the agreement shall be decided by process of settlement & arbitration as per provision of the Indian Arbitration Act and Chennai shall have exclusive jurisdiction over the same.

Notice of default given by either party to the other party under the agreement shall be in writing and shall be deemed to have been duly and properly served upon the party hereto if delivered against acknowledgement duly addressed to the signatories at the addresses

mentioned herein above. This is a maintenance & operation contract, which includes supply of skilled and unskilled manpower as per the conditions of the contract.

IN WITNESS HEREOF the Parties through their authorized representatives have executed these present (execution whereof has been approved by the component authorities of both the parties) on day, month and year first mentioned in Chennai.

For and on behalf of M/s _____	For and on behalf of Indian Institute of Information Technology, Design and Manufacturing, Kancheepuram Off Vandalur-Kelambakkam Road, Melakkottaiyur, Chennai-600127
Witness 1	Witness 1
Witness 2	Witness 2