

NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

NIT CAMPUS, KURUKSHETRA 136119 (HARYANA)
(An Autonomous Body of the Ministry of HRD, Govt. of India)

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TENDER DOCUMENT

Tender Notification. No. **NITK/02/PES/01/2020**

Dated: **11.03.2020**

Name of Goods	:	Day to Day Operation and Upkeep of the Swimming Pool from 13.04.2020 to 13.11.2020
Estimated amount put to Tender	:	₹ 14.00 Lakhs (including GST)
Tender Fee	:	₹500/-
E M D Amount	:	₹28000/-
Time for Supply of item	:	Seven Months
Date of Request Tender Document from	:	16.03.2020; 11:00 AM
Date of Request Tender Document upto	:	06.04.2020; 11:00 AM
Last Date for Submission of tender	:	06.04.2020; 3:00 PM
Address for Submission of Tender	:	https://mhrd.euniwizarde.com
Pre-Bid Meeting	:	23.03.2020 @ 11:00 AM
Date of Opening of Technical Bid	:	07.04.2020; 10:00 AM



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Tender Notification. No. **NITK/02/PES/01/2020**

Dated: **11.03.2020**

NOTICE INVITING e-TENDER (e-NIT)

The National Institute of Technology Kurukshetra, Kurukshetra (in short – NITKKR) is an autonomous Institute Ministry of HRD Govt. of India, a Deemed University, imparting Technical Education and engaged in Research Activities. It is proposed to procure the items for the departmental academic/research activities.

Online Tenders (<https://mhrd.euniwizarde.com/>) are invited for the following items in **two cover system** (i.e., Technical bid and financial bid) subject to the following terms and conditions, from the reputed manufacturers or it'sauthorised dealers so as to reach this office on or before scheduled date and time. The tender (Technical bid) will be opened online on the due date as mentioned in the presence of bidders or their authorized agents who may choose to be present. Bidders can verify their bid status through online portal <https://mhrd.euniwizarde.com/> . The financial bid of only such bidders whose technical bid is accepted shall be opened later on pre-informed date.

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SECTION 1 A:- PROCEDURE FOR SUBMISSION OF E-TENDER

The bidders are required to submit soft copies of their bid electronically on the e-Wizard Portal using valid Digital Signature Certificates. Below mentioned instructions are meant to guide the bidders for registration on the e-Wizard Portal, prepare their bids in accordance with the requirements and submit their bids online on the e-Wizard Portal. For more information bidders may visit the e-Wizard Portal <https://mhrd.euniwizarde.com>

1. REGISTRATION PROCESS ON ONLINE PORTAL

1. Bidders to enroll on the e-Procurement module of the portal <https://mhrd.euniwizarde.com> by clicking on the link "Bidder Enrollment". Enrolment on the e-wizard Portal is free of charge.
2. The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.
3. Bidders to register upon enrolment their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India with their profile.
4. Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.
5. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

2. TENDER DOCUMENTS SEARCH

1. Various built in options are available in the e-Wizard Portal which is further synchronizing with CPP Portal to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.
2. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.
3. Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the Online Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

4. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. BID PREPARATION

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid.
3. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
4. Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / PNG etc. formats. Bid documents may be scanned with 100 dpi with black and white option.

4. BID SUBMISSION

1. Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
2. The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder to select the payment option as Online” to pay the tender fee/ EMD wherever applicable and enter details of the instrument.
4. A standard BoQ format has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.
5. The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
6. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

7. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
8. Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
9. Kindly add scanned PDF of all relevant documents in a single PDF file of compliance sheet.
10. ***The off-line tender shall not be accepted and no request in this regard will be entertained whatsoever.***

5. AMENDMENT OF BID DOCUMENT

At any time prior to the deadline for submission of proposals, the institutions reserve the right to add/modify/delete any portion of this document by issuance of a Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

6. ASSISTANCE TO BIDDERS

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
2. Any queries relating to the process of online bid submission or queries relating to e-Wizard Portal in general may be directed to the 24x7 e-Wizard Helpdesk. The contact number for the helpdesk is **011-49606060, 23710092, 23710091, Sanjeet Kumar Jha +91-8882495599, 9350530626, 9355030623.**

7. INSTRUCTIONS TO THE BIDDERS

1. **Process for Bid submission through MHRD portal is explained in Bidder Manual. Bidders are requested to download Bidder Manual from the home page of MHRD website (<https://mhrd.euniwizarde.com>). Steps are as follows (Home page \Rightarrow Downloads \Rightarrow Bidder Manuals).**
2. The tenders will be received online through portal <https://mhrd.euniwizarde.com>. In the Technical Bids, the bidders are required to upload all the documents in .pdf format.
3. Possession of Valid Class II/III Digital Signature Certificate (DSC) in the form of smart card/ e-Token in the company's name is a prerequisite for registration and participating in the bid submission activities through <https://mhrd.euniwizarde.com>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://mhrd.euniwizarde.com> under the link 'DSC help'.
4. **The bidder has to "Request the tender" to MHRD portal before the "Date for Request tender document", to participate in bid submission.**

5. All entries in the tender should be entered in online Technical & Commercial Formats without any ambiguity.
6. Any order resulting from this e-tender shall be governed by the terms and conditions mentioned therein.
7. No deviation to the technical and commercial terms & conditions are allowed.
8. The tender inviting authority has the right to cancel this e-tender or extend the due date of receipt of the bid(s).

INSTRUCTIONS TO BIDDER FOR ONLINE PARTICIPATION

1. IMPORTANT Note: - All documents should be clearly scanned and in readable format, same
2. should be uploaded on the e-Tendering portal before due date and time.
3. Bidders/Vendors/Suppliers/Contractors must get themselves registered by payment of ₹2000/- + applicable GST as onetime fee for 1 Year on the portal for participating in the e-tenders published by the department. Detailed registration help manual is available in bidder help manual kit.
4. Bidders must provide the details of PAN number; registration details etc. as applicable and submit the related documents. The user id will be activated only after submission of complete details.
5. Bidders must have a valid email id and mobile number.
6. Bidders are required to obtain Class 3 Digital Certificates (Signing & Encryption) as per their company details.
7. Once bidder DSC is mapped with the user id, the same DSC must not be used for another user id on the same portal. However, bidder can update the digital certificate to another user id after uncapping it from the exiting user id.
8. Bidders now can login with the activated user Id & DSC for online tender submission process in this portal.
9. Bidders can upload required documents for the tender well in advance under My Documents and these documents can be attached to the tender during tender participation as per the tender requirements. This will save the bid submission duration/time period and reduce upload time of bid documents.
10. Bidders must go through the downloaded tender documents and prepare and upload bid documents as per the requirements of the department.
11. Bidders are advised to read complete BoQ /SoQ /Price Bid/Financial Bid and Terms & Conditions before quoting rates in the bid document.
12. Any modification/replacement in BoQ / SoQ/Price Bid/Financial bid template is not allowed. Bidders must quote only in predefined fields in the bid sheet and save the bid sheet. After saving, the same bid sheet must be uploaded in the portal.
13. Bidders must pay required payments (Tender fee, BID SECURITY, Tender Processing Fee etc. as available on the portal), before submitting the bid. Tender form fee & Tender processing fee is non-refundable.

14. Bidders are recommended to use PDF files for uploading the documents and file size must not cross 5MB. Only price bid sheet will be in Excel format.
15. The bidders must ensure to get themselves registered on the portal at least 1 week before the tender submission date and get trained on the online tender submission process. For tender submission and registration process bidders are advised to refer respective manuals on website. Tender inviting Authority/Department will not be held responsible for any sort of delay or the difficulties faced during the submission of bids online by the bidders due to local issues like internet connectivity/PC speed/etc...
16. Offline Submission of bids/documents/rates by the bidders will not be accepted by the department, under any circumstance.
17. After final submission of the bid, a confirmation message and bid submission acknowledgement will be generated by the portal. The bid submission acknowledgement contains details of all documents submitted along with bid summary, token number, date & time of submission of the bid and other relevant details. Bidder can keep print of the bid submission acknowledgement.
18. If bidder is resubmitting the bid, bidder must confirm existence of all the required documents, financial bid and again submit the bid. Once submitted, the bid will be updated.
19. Submission of the bid means that the bid is saved online; but system does not confirm correctness of the bid. Correctness of the bid will be decided by tender inviting authority only.
20. The time displayed in the server is IST (GMT+ 5:30) and same will be considered for all the tendering activities. Bidders must consider the server time for submission of bids.
21. Bid documents being entered by the Bidders/Vendors/Contractors will be encrypted at the client end and the software uses PKI encryption techniques to ensure security/secrecy of the data. The submitted bid documents/data become readable only after tender opening by the authorized individual.

For E-Tendering Help/Support in participation or guidance: -

Mr.Akshay	93550-30623
Mr.Sanjeet Jha	8882495599;9355030626
Office Number (E-Wizard)	011-49606060
Helpdesk Email	ewizardhelpdesk@gmail.com ewizardakshay@gmail.com ewizardsanjeet.kumar@gmail.com

SECTION 1B: INSTRUCTION TO BIDDER (ITB)

1. **The bid should be submitted in two covers System-Technical Bid and Financial Bid** online through portal <https://mhrd.euniwizarde.com>:

1.1 **Technical Bid:** The agencies should give details of their technical soundness and provide a list of customers of previous supply of similar items to IITs / IISc / NITs / Research Organizations like DRDO / Government Departments/ Undertakings/ public sectors with contact details. **The agency must provide copies of two purchase orders with cost of the same equipment supplied to IITs / IISc / NITs / Research Organizations like DRDO / Institutes or Government Departments/ Undertakings/ public sectors.** The details of the Bidder/ profile should be furnished along with the copy of all related documents. This should be upload **Online tender** (<https://mhrd.euniwizarde.com/>) and digitally signed as **“Technical Bid (Excel format)”**.

1.2. **Documents to be submitted in the technical bid:**

- a) The Bidder should possess Licence certificate for manufacture /supply/service provider of the item.
- b) Valid certificate to prove that the bidders are genuine and meet International standards, ISO certificate should be enclosed (if available)
- c) List of Owner/partners of the firm and their contact numbers
- d) The Bidder should possess Income tax PAN Number.
- e) The Bidder should possess GST registration number.
- f) List of customers with contact details.
- g) The average annual turnover should not be less than 50% of the estimated cost put to tender/Tender for the job work. The copy of the Balance sheet, Profit & Loss A/c., Trade or Manufacturing A/c for the last 3 years should be enclosed
- h) **Genuine Pricing:** Vendor is to ensure that quoted price is not more than the price offered to any other customer in India to whom this particular item has been sold, particularly to IITs/NITs/Institutes and other Government Organization. Copy of the latest price list for the quoted item, applicable in India, must be enclosed with the offer.
- i) **EMD in an original form valid for minimum six months, through Bank Guaranteed drawn on any scheduled bank in favour of “Director NIT Kurukshetra”, payable at Kurukshetra should be submitted. EMD shall bear no interest. Any bid not accompanying with EMD is liable to be treated as non-responsive and rejected. EMD payment through online facility available on the website.**
- j) **Contract form given in section 5 needs to be submitted.**

The above documents should be furnished in the technical bid envelope.

1. **Financial bid:** The agencies should submit their financial bid as per the (. **xlxs**) formats given in Section 4 of the Notice Inviting Tender in this cover. The rate should be quoted both in words and figures. Upload online bid (<https://mhrd.euniwizarde.com>.) the financial bid should be digitally signed. All corrections and overwriting should be initialled. This should be upload online only as **“Financial bid”**.
2. The tender will be accepted only from the **manufacturers or its authorised service provider.**

3. The Institute **reserves the right to visit the premises of service provider** before or after the issue of supply order to satisfy itself regarding the quality of production. In case of any remarks /default noted, the EMD will be forfeited even if pre-qualified.
4. **The Financial Bid shall be in the format of Price Schedule given in Section 4. The Contract form as per format is given in section 5 shall be submitted. The incomplete or conditional tender will be rejected.**
5. Details of the item to be carried out, approximate quantity and the specifications are mentioned in **"Section 3"** appended to this Notice Inviting Tender.
6. **The item to be used is strictly according to the specification and subject to test by the Institute/concerned authorities. It must be delivered and installed in good working condition.**
7. The Institute **reserves the right to cancel or reduce the quantity** included in the schedule of requirements at any time after acceptance of the tender with a notice. The Contractor/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works.
8. **Performance Security of 5 % of contract value in terms of Bank Guarantee/ Bankers' Cheque/Demand Draft/FDR by scheduled banks shall be given by the successful bidder for the total period of Warranty plus sixty days.**
9. **The release of EMD:** The EMD shall be released after receipt of performance security from the successful bidder.
10. **The validity of bids:** The rate quoted should be valid for a minimum of 90 days. No claim for escalation of the rate will be considered after opening the Tender.
11. **Clarification of Tender Document:**
A prospective bidder requiring any clarification of the Tender Document may attend the Pre-Bid meeting on the date and time scheduled in the tender document.
12. **Amendment of Tender document:** At any time prior to the last date for receipt of bids, Institute may for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the Tender document by an amendment.
13. **Institute may at its own discretion extend the last date for the receipt of bids.**
14. The bids shall be written in English language and any information printed in another languageshall be accompanied by an English translation, in which case for the purpose of interpretation of the bid, the English translation shall govern.
15. The Institute reserves the right of accepting any bid other than the lowest or even rejecting all the bids. The decision of the Institute Purchase Committee is final in all matters of tender and purchase.

16. Relaxation for Start-up, MSEs, make in India will be as per GOI norms.

17. The bidder should give the following declaration while submitting the Tender.

DECLARATION

I/we have not tampered/modified the tender forms in any manner. In case, if the same is found to be tampered/modified, I /we understand that my/our tender will be summarily rejected and full Earnest money deposit will be forfeited and I /we are/are liable to be banned from doing business with NIT Kurukshetra, Kurukshetra and/or prosecuted.

Signature of the Bidder: _____

Name and Designation: _____

Business Address : _____

Place :

Seal of the Bidder's Firm

Date :

SECTION 2: CONDITIONS OF CONTRACT

1. The rates should be quoted for preferably FOR destination.
2. **GST:**
 - a) GST Registration number of the firm will have to accompany the quotation.
 - b) GST Deduction at source as per Order/ notification of the Govt.
 - c) GST No of NIT Kurukshetra is **06AAATN6169K1Z7**
 - d) **HSN/SAC No of the items must be clearly mentioned in the quotation along with GST No.**
3. The rate quoted should be on a unit basis. Taxes and other charges should be quoted separately, considering exemptions if any.
4. Payment: No advance payment will be made. Payment will be made within 30 days through electronic fund transfer after submission of bills, ***in four equal instalments at the end of every six months'*** subjected to satisfactory service and receipt of performance security by the supplier.
5. **Conditional tenders not acceptable:** All the terms and conditions mentioned herein must be strictly adhered to by all the vendors. Conditional tenders shall not be accepted on any ground and shall be rejected straightway. Printed conditions mentioned in the tender bids submitted by vendors will not be binding on NIT Kurukshetra
6. The period required for the supply and installation of the item should be specified conforming to section 3 of this tender document.
7. **PENALTY FOR DELAYED DELIVERY:** In case of supply order for the scientific equipment / apparatus, the date of delivery should be strictly adhered to. In the event of delayed delivery, installation & commissioning i.e. after the expiry of the period as agreed by both the parties, the vendor shall be liable for a penalty deduction at a percentage of the invoice value of the undelivered equipment, subject to a maximum of 10% (ten percent), @0.5 % per week; For the purpose of this clause, part of the week is considered as a full week.
8. **Enquiry during the course of evaluation not allowed: No enquiry shall be made by the bidder(s) during the course of evaluation of the tender till final decision is conveyed to the successful bidder(s). However, the Purchase Committee or its authorized representative (NIT Kurukshetra) can make any enquiry/seek clarification from the bidders. In such a situation, the agency shall extend full co-operation. The bidders may also be asked to arrange demonstration of the offered items, in a short period notice, as such the bidders have to be ready for the same.**
9. **Late and delayed tender:** Late and delayed tender will not be considered. In case any unscheduled holiday occurs on the prescribed closing/opening date the next working day shall be the prescribed date of closing/opening.
10. The bidder must provide the mandate form for bank details as per **Annexure B** on the letter head of the firm.
11. The bidder should not have been debarred /or blacklisted by any Central Government or any state Government (s) certificate Performa attached with the tender as per (**Annexure C**).
12. In case of dispute, the matter will be subject to Kurukshetra Jurisdiction only.

SECTION 3: SCHEDULE OF REQUIREMENTS, SPECIFICATIONS AND ALLIED DETAILS

Item(s) Name to be Procured	:	Day to Day Operation and Upkeep of the Swimming Pool from 13.04.2020 to 13.11.2020
Type (Equipment / Software / Furniture / Others)	:	Others
Brief Specifications of the Item(s) (Attach Additional Sheet if necessary)	:	As per Annexure "A"
Quantity	:	As per Annexure "A"
Any other details / requirement	:	As per Annexure "A"
Period of Operation	:	Seven Months
Delivery Schedule expected after release of Purchase order (in Weeks)	:	
Tender Fee (in Rupees)	:	₹ 500/-
EMD (in Rupees)	:	₹28000/-
Performance Security to be given by Successful Bidder after release of Purchase Order (in Rupees)	:	5% of PO value



NATIONAL INSTITUTE OF TECHNOLOGY KURUKSHETRA, KURUKSHETRA

SECTION 4 - PRICE BID

[To be used by the bidder for submission of the bid]

Tender Notification. No. **NITK/02/PES/01/2020**

Dated: **06.03.2020**

Sr. No.	Description of the Item and Specification	Unit Price (Rs.)	GST (%)	Total Price (Rs.)
1	Day to Day Operation and Upkeep of the Swimming Pool from 13.04.2020 to 13.11.2020			

1. Total Bid Price in the above column should be inclusive of all taxes and levies transport, loading, unloading etc.
2. Validity Date: Minimum 90 days from the date of submission of Tender/Tender.
3. Payment Term: Payment within 30 days from the date submission of bill Acceptance Certificate to concerned Dept./ Sect.

Seal and Signature:

Name & BusinessAddress:

Note: Price Bid should be submitted in given format only. For additional information/extra items above format may be typed and used.

Place:

Date:

SECTION 5: CONTRACT FORM

[To be provided by the bidder in the business letter head]

1. (Name of the Supplier's Firm) hereby abide to deliver them by the delivery schedule mentioned in section 3 tender document for the supply of the items if the purchase order is awarded.
2. The item will be supplied conforming to the specifications stated in the tender document without any defect and deviations.
3. Warranty will be given for the period mentioned in the tender document and service will be rendered to the satisfaction of NIT Kurukshetra during this period.

Signature of the Bidder: _____

Name and Designation: _____

Business Address : _____

Place :

Date :

Seal of the Bidder's Firm

BANK GUARANTEE FORMAT FOR PERFORMANCE GUARANTEE BOND

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred) (TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT KURUKSHETRA OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT KURUKSHETRA. BONDS ISSUED BY CO-OPERATIVE BANKS ARE NOT ACCEPTED.)

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

LETTER OF GUARANTEE

WHEREAS National Institute of Technology Kurukshetra (Buyer) has invited Tenders vide Tender No..... Dt. for purchase of AND WHEREAS the said tender document requires that any eligible successful tenderer (seller) wishing to supply the equipment / machinery, etc. in response thereto shall establish an irrevocable Performance Guarantee Bond in favour of **“Registrar, National Institute of Technology Kurukshetra, Kurukshetra”** in the form of Bank Guarantee for ₹ **(5% (Five percent) of the purchase value)** and valid up to **warranty period plus two months** from the date of issue of Performance Guarantee Bond may be submitted within 30 (Thirty) days from the date of Order Acknowledgement as a successful bidder.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said tenderer (seller) failing to abide by any of the conditions referred in tender document / purchase order / performance of the equipment / machinery, etc. this Bank shall pay to National Institute of Technology Kurukshetra, Kurukshetra on demand and without protest or demur ₹..... Rupees.....).

This Bank further agrees that the decision of National Institute of Technology Kurukshetra, Kurukshetra (Buyer) as to whether the said Tenderer (Seller) has committed a breach of any of the conditions referred in the tender document/purchase order shall be final and binding.

We, (name of the Bank & branch) hereby further agree that the Guarantee herein contained shall not be affected by any change in the constitution of the Tenderer (Seller) and/ or National Institute of Technology Kurukshetra, Kurukshetra (Buyer).

Notwithstanding anything contained herein:

1. Our liability under this Bank Guarantee shall not exceed ₹. (Indian Rupees only).
2. This Bank Guarantee shall be valid up to(date) and
3. We are liable to pay the guaranteed amount or any part thereof under this bank guarantee only and only if National Institute of Technology Kurukshetra, Kurukshetra serve upon us a written claim or demand on or before.....(date). This Bank further agrees that the claims if any, against this Bank Guarantee, shall be enforceable at our branch office at situated at (Address of local branch).

Yours truly,
Signature and seal of the guarantor:
Name of Bank & Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period.

BANK GUARANTEE FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND

(To be typed on Non-judicial stamp paper of value Indian Rupees One Hundred)
(TO BE ESTABLISHED THROUGH ANY OF THE NATIONAL BANKS (WHETHER SITUATED AT MANGALORE OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT MANGALORE OR ANY SCHEDULED BANK (OTHER THAN NATIONALISED BANK) SITUATED AT MANGALORE. BONDS ISSUED BY COOPERATIVE BANKS ARE NOT ACCEPTED)

LETTER OF GUARANTEE

To
Registrar,
National Institute of Technology KURUKSHETRA,
NIT Campus
Kurukshetra – 136119 (Haryana)

IN ACCORDANCE WITH YOUR TENDER for the supply of, M/s.
(hereinafter called the "Bidder") having its Registered Office at....., wish to participate in the said bid for the supply.....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of ₹ (Rupees.....) valid up to **(180 days from the date of issue of Bank Guarantee)**, is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition within the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

During the validity of this Bank Guarantee:

We,(Bank name) having the registered Office at guarantee and undertake to pay immediately on first demand by NITK Kurukshetra, an amount of ₹..... (Rupees...) Without any reservation, protest, demur and recourse. Any such demand made by the NITK Kurukshetra shall be conclusive and recourse. Any such demand made by the purchaser shall be binding on the Bank irrespective of any dispute or difference raised by the Bidder. The Guarantee shall be irrevocable and shall remain valid up to (180 days from the date of issue of Bank Guarantee) If any further extension is required, the same shall be extended to such required period on receiving instruction from the Bidder, on whose behalf the is Guarantee is issued.

Notwithstanding anything contained herein:

- * Our liability under this Bank Guarantee shall not exceed ₹..... (Rupees.....).
- * This Bank Guarantee shall be valid up to (date).
- * 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 claimer before (date).

This Bank further agrees that the claims if any, against this Bank Guarantee shall be enforceable at our branch office at situated at(Address of local branch).

Yours truly,

Signature and seal of the guarantor:

Name of Bank: Address:

Date:

Instruction to Bank: Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. The bank is requested to take appropriate necessary action on or after expiry of bond period

Detailed Technical Specifications

Location of Work: NIT Kurukshetra.

Size of the Swimming Pool: 50 meter length x 25 meter width

1. SCOPE OF WORK

(a) The following minimum numbers of personnel/manpower required from 6:00 a.m. to 8.30 p.m.: -

Sr.No.	Description of Work / Designation	Number of Persons
1.	Life Guards	4 in each shift
2.	Trainers/Coach's	1 in each shift
3.	Pump operator cum Technician (for operating of filter plant)	1 in each shift
4.	Suction Helper, Housekeeping/Washroom/bathrooms Cleaning and Sweeping Staff	2 in each shift
5.	Chemicals and Swimming Pool Equipment's	As per mentioned in the clause I.b

(b) **To maintain the quality of water in the swimming pool** in accordance with applicable norms / license conditions with following minimum consumables: -

S. No.	Description of Consumables	No. or Qty.	Unit / Period
1.	Supply of TCCA (Nissan) for disinfection of swimming pool water	150	Kgs/Month
2.	Supply of Muriatic Acid Sodium	500	Ltrs/Month
3.	HCA	50	Kgs./Month
4.	Supply of non-ferric Alum for Pool Water	50	Kgs./Month
5.	Pool Cleaning Equipment's like wall brush, deep bag skimmer, chemical dispenser etc, Safety Equipment's like life jackets, swimming rings, first aid kits etc.	As per standard level	As per standard level
6.	Any other chemicals and equipment's required	As per standard level	As per standard level

(c) **SLOTS OF SWIMMING POOL**

Pool Slot	Duration
M1	6:00 – 6:40 am
M2	6:50 – 7:30 am
M3	7:40 – 8:20 am
M4	8:30 – 9:10 am
E1	4:00 – 4:30 pm
E2	4:40 – 5:10 pm
E3	5:20 – 5:50 pm
E4	6:00 – 6:30 pm
E5	6:40 – 7:10 pm
E6	7:20 – 7:50 pm

- (ii) Water samples should be taken and tested for residual chlorine and pH parameter and Chlorination treatment with other chemical dosing treatment will be administrated as per water parameters. To carry out testing of water from NABL approved lab or as from lab approved by Institute at least once in a month or as per license conditions whichever is earlier.

2. TERMS & CONDITIONS

a. Cancellation of Contract

Institute also reserves the right to cancel the contract/quotation process without assigning any reason.

However, some of the ground on which contract can be cancelled are detailed below.

(This list is only illustrative and not exhaustive).

1. Serious discrepancy in the provision of the required services by the contractor.
2. Breach of any terms and conditions of the quotation by the agency and/or his workers.
3. Any action by the agency which is in breach of law or accepted practices in the financial transactions.
4. If the Agency goes into liquidation voluntarily or otherwise.
5. In addition to the cancellation of purchase order/award, Institute reserves the right to forfeit the performance guarantee.
6. Any attempt to influence the decision of the Institute officials through direct/indirect methods/mean.

- b. Offer time, duration, termination of the agreement

The agreement shall be effective from the date of acceptance of the offer as shown in the letter of acceptance of offer and award of works issued to contracting agency and shall remain in force for the period of one year (both operating and maintenance) subject to renewable for a further period upto one year on satisfactory performance and mutually agreed terms.

- c. Statutory Taxes may be deducted at source, as per rules.

3. PERFORMANCE EVALUATION

Institute reserves the right to satisfy itself about the quality of the services provided by the agency. In the event the agency does not achieve the level of satisfactory performance, the agency /agency is liable to be penalized. The decision of the Department/Institute will be final in this regard.

4. OTHER CONDITIONS OF THE QUOTATION

- (i) The contracting agency will have to ensure cleanliness of the site by using the requisite quantity and quality of materials to the entire satisfaction of the Institute. If the Institute indicates that the services are not adequately satisfactory on account of insufficient tools, material and/or manpower, then additional materials, tools and/or manpower, as the case may be, will have to be brought in by the agency without charging any extra cost.
- (ii) The tools and material to be deployed must be such that it does not cause any damage to the fittings, fixtures, walls, floor finish and/or other articles lying at the site.
- (iii) A complete list of the staff, engaged by the agency for deployment in the site, shall be furnished by the contracting agency to the department along-with the complete address and other antecedents of the staff.
- (iv) Institute serves the right to direct the contracting agency to remove any person employed by the agency from the work, who in the opinion of the Institute misconduct himself or is incompetent or negligent in the proper performance of his/her duties or indulges in unlawful activities and such person shall not be again employed on the work without written permission of the Institute.
- (v) In terms and conditions contained in these quotation documents will be a part and parcel of the agreement/contractor be executed by the contracting agency with the Institute.

- (vi) All the intending agencies are advised to keep a photocopy of the quotation documents with them for their future reference. All the intending agencies are further advised to visit the Institute Campus with prior appointment of the Registrar to understand the nature and volume of work before participating in the quotation and then quote the rate/amount per month for the work, because no subsequent request of additional payment/claim on any account will be entertained by the Institute under any circumstances.
- (vii) For any clarification regarding the scope of work and/or terms and conditions of quotation, the intending agency can seek clarification from the Registrar on any working day in person.
- (viii) Attendance report of all the staff deployed at Institute swimming pool shall be given to Professor In-charge every day.
- (ix) No manpower other than those on duty shall be allowed to stay in the premises during the specified working hours. The agency shall be responsible for the watch and ward not only of his/her stores but also of the fitting and fixtures in the common areas in the building.
- (x) All requirement under various statutory laws including relevant Labour Act must be complied with by the agency. Any default will be the liability of the agency and the agency shall be liable to reimburse any amount paid by the Institute by the way of default, interest and penalty. The agency shall undertake to furnish all the details as and when relevant records of all payment made by the agency and will produce to the satisfaction of the Institute/G.A Department immediately whenever asked for.
- (xi) The agency shall be responsible for the good conduct/behavior and integrity of its personnel and will also be responsible for any act of omission on their part.
- (xii) The agency will be responsible for supply of the garbage bags for collecting garbage from core and common areas of the Institute and disposal outside at sites designated by PWD for this purpose. The material so collected will be screened/checked by the Security Personnel.
- (xiii) Weekly performance of the service provider will be observed by the General Administration officials entrusted with supervision of particular units.
- (xiv) Bill shall be submitted at the end of each month (in triplicate) along with certificates for satisfactory performance from the user.
- (xv) The contractor shall abide by and comply with all the relevant laws and statutory requirement covered under various laws such as Labour Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act, EPF, ESI and various other Acts as applicable from time to time with regard to the personnel engaged by the contractor.

- (xvi) The Designated manpower on a given day can also be deployed for other services apart from his/her services.
- (xvii) All the floating dirt and leaves should be removed from the Swimming Pool twice daily.
- (xviii) Suction sweeper Bottom cleaner should be operated daily to remove settled dirt from the pool floor for maintaining cleanliness and hygiene in Swimming Pool.
- (xix) Agency should supply necessary consumables chemicals for cleaning like trichloroacetic acid, sodium hydrochloride, soda ash, bleaching powder, etc.
- (xx) Water levels should be maintained at appropriate levels always in pool.
- (xxi) Backwashing of the filters to be carried out as per the requirements.
- (xxii) Water samples should be taken and tested for residual chlorine and pH parameter and Chlorination treatment with other chemical dosing treatment will be administrated as per water parameters. This should be done on a weekly basis.
- (xxiii) After dosing, the parameters should be rechecked and a record of residual chlorine and pH should be maintained in the log book.
- (xxiv) The record of day to day operations and maintenance along with the availability of Chlorine and other chemicals should be recorded in the log book so as to maintain proper stock of material.
- (xxv) If water is found untreated, at any time, a penalty of Rs. 3000/- will be charged per day.
- (xxvi) Cleaning work of the swimming pool should be carried out between 10.00 am to 3.00 pm only and cleaner should look after filtration work properly.
- (xxvii) *The contract will be valid for a total period of one year up to 31.03.2021. However, the contract may be renewed for two more years on yearly basis mutually at the same rate after performance appraisal by the National Institute of Technology, Kurukshetra.***

Release of Security Deposit: The Security Deposit will be released after receipt of performance security from successful agency.

Validity of quotations: The rate quote should be valid for a minimum of 90 days. No claim for escalation will be considered after opening the quotations.

Imports: In case, goods are to be imported, the Indian agent should furnish an authorization certificate by the principles abroad for submission of the quotation in response to this Notice Inviting agency.

Clarification of agency Document: A prospective agency requiring any clarification of the quotation document may communicate to the contact person given in this notice inviting quotation.

19. REJECTION OF QUOTATION

The Director, National Institute of Technology Kurukshetra reserves the right to reject any or all quotation(s) without assigning any reason thereof.

ACCEPTANCE

We accept the above terms and conditions and shall comply with them strictly.

NAME OF THE AGENCY:

ADDRESS :

Signature and seal of the Agency

(On the letter head of the Firm)

MANDATE FORM FOR BANKING DETAILS

Name of the Firm:

Registered /Postal Address:

1.	Permanent Account Number(PAN) No.		
2.	GST no. of the Firm		
3.	Bank Details.		
	a.	Bank Name	
	b.	Bank Address	
	c.	Account no.	
	d.	Type of Account (Current/Saving)	
	e.	RTGS/NEFT Code	

Date:

Name of the Authorized Signatory

Place:

Stamp & Signature

AFFIDAVIT REGARDING BLACKLISTING / DEBARRING FOR TAKING PART IN TENDER.

(To be executed & attested by Public Notary / Executive Magistrate on Rs.100/- non judicial stamp paper by the Agency)

I / We _____ (Agency) hereby declare that the firm / agency namely M/s. _____ has not been blacklisted or debarred in the past by Union/State Government or organization from taking part in Government quotations in India and should not have any litigation in any of the labour court(s).

Or

I / We _____ (Agency) hereby declare that the Firm / agency namely M/s. _____ was blacklisted or debarred by Union/State Government or any Organization from taking part in Government agencies for a period of _____ years w.e.f. _____ to _____. The period is over on _____ and now the firm/company is entitled to take part in Government tenders.

In case the above information found false, I/we are fully aware that the agency / contract will be rejected/cancelled by the Director, NIT Kurukshetra, and EMD / SD shall be forfeited.

In addition to the above, the Director, NIT Kurukshetra will not be responsible to pay the bills for any completed/partially completed work.

DEPONENT

Attested:

(Public Notary / Executive Magistrate)

Name _____

Address _____

