

**TENDER DOCUMENT FOR  
AMC of Water Cooler cum Purifier-120PSS of Aqua guard, aqua guard AG-200  
and other company in Various Hostels of Indian Institute of Technology  
(Banaras Hindu University), Varanasi**

**(NOTICE INVITING TENDER)**

On behalf of the Director, IIT (BHU) Varanasi, **online tender from the firms** interested for the AMC on the conditions noted below are invited for the same initially for one year (Further extendable for two more year on satisfactory performance to be reviewed and assessed at the end of every year).

Sl. No.	Tender no.	Description of items	Earnest Money Deposit (EMD)
1.	IIT(BHU)/HTL/CoW/ 2018-19/168 Dated 21.01.2019  <b>Last Date as per critical Data sheet : 11.02.2019 15.00 Hrs</b>	<p><b>Aqua guard 120 PSS water cooler cu purifier -105 Nos. approx</b>  <b>Aqua guard AG 200 -7 Nos. approx</b>  <b>Other company water cooler (Blue star, Usha etc.)-9 Nos. approx.</b></p> <p><b>(The Supporting documents must be submitted online in pdf format)</b></p> <ol style="list-style-type: none"> <li>1. Scanned Copy of Proof of Tender Fees.</li> <li>2. Scanned Copy of Technical supporting documents in support of all claims made at Annexure-1&amp;II.</li> <li>3. Scanned Copy of Technical Compliance statement, Bidder information form.</li> <li>4. Scanned Copy of Organization Declaration Sheet, Compliance sheets for Essential Pre Bid Criteria.</li> <li>5. List of organizations/clients where the same services have been provided. (Annexure-3).</li> <li>6. Scanned Copy of Tender Acceptance Letter, Checklist given in Section 5, Tender Form etc.</li> <li>7. Scanned Copy of other documents, if any.</li> </ol> <p><b>PRICE BID: (MUST be submitted online in given BOQ only and scanned copy should be attached in pdf format.)</b></p> <p>BOQ for AMC of Water Cooler cum Purifier-120PSS, in Various Hostels in Indian Institute of Technology (Banaras Hindu University), Varanasi</p> <ol style="list-style-type: none"> <li>1. Duly filled and signed Tender form (Price Bid).</li> <li>2. Duly filled and signed BOQ in PDF Format.</li> </ol>	<b>Rs- 20,000/-</b>

The Tender Documents for AMC will be on Two Bid System consisting of Technical Bid and Price Bid. The Tender Documents will be submitted item-wise in online mode. Any firm may bid for AMC but must be item-wise in two bid cover enclosing Technical Bid and Price Bid.

No manual bids will be accepted. All bids, both Technical and Financial should be submitted on the E-procurement portal.

The Tender Document along with detailed specifications, terms and conditions may be downloaded from the institute website ([www.iitbhu.ac.in](http://www.iitbhu.ac.in)) under Tenders (<https://www.iitbhu.ac.in/tenders>) and (<https://www.eprocure.gov.in/cppp>) by the interested service provider .

1. Tender Processing Fee: Rs. 2360/- (Two Thousand Three Hundred Sixty only Inclusive of GST and Non-refundable)
2. Earnest Money Deposit: Rs. 20,000/- (Twenty thousand only)

The Tender Processing Fee of Rs 2,360/-(Non-Refundable) and E.M.D. of Rs. 20,000/- (Refundable) for this Tender to be paid in the form of Bank Draft in favour of Registrar, IIT (BHU) or by RTGS/NEFT payable at Varanasi before the Bid Opening Date and time. The hard copy of DD for tender processing fee and EMD should be reached on or before the Bid Opening Date and Time at the address: Chairman, Council of Wardens, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, UP.

Name of Account - Registrar, IIT(BHU)  
Name of the Bank - State Bank of India  
Name of Branch - IT, BHU, Varanasi  
Account No. - 32778803937  
IFSC Code - SBIN0011445

The proof of payment must be uploaded in pdf. format with Technical Bid.

As per public procurement policy of MSEs order of Ministry of Micro, Small and Medium Enterprises and other Govt. of India norms for public procurement, subject to amendment/modification, if any, the MSEs as provided tender documents free of cost and are exempted from payment of earnest money, subject to furnishing of relevant valid certificate for claiming exemption. The online tender of CPPP has also provision for the same subject to uploading of the relevant orders/certificate/other document of Government in .pdf format.

Note: Both the transactions are to be done separately.

This Tender Document contains the following:

<b>SECTION 1:</b> Instruction For Online Bid Submission	: Page No.4-6
<b>SECTION 2:</b> Instructions to Bidders	: Page No.6-11
<b>SECTION 3:</b> General conditions of contract (GCC)	: Page No.12-18
<b>SECTION 4:</b> Special conditions of contract (SCC)	: Page No.16
<b>SECTION 5:</b> Checklist For Bid/Tender Uploading on cppp	: Page No.17
<b>SECTION 6:</b> DECLARATION	: Page No.18
<b>SECTION 7:</b> TENDER FORM (Techno commercial un-priced Bid)	: Page No.19
TENDER FORM (Priced Bid)	: Page No.20-21
TENDER ACCEPTANCE LETTER	: Page No.22(Annexure A)
PBG format	: Page No.23
Technical specification of the instrument	: Page No.24(Annexure 1)
Technical compliance	: Page No.25(Annexure 2)
Bid Submission	: Page No.26(Annexure B)

All communications should be addressed to **Chairman, Council of Wardens, Indian Institute of Technology (Banaras Hindu University), Varanasi – 221005, UP.** Tender should be submitted on or before closing date & time of Bid opening date and time as mentioned in critical date sheet on e-portal and Institute web.

The Institute shall not be responsible for any delay in submitting Bids by online. The Institute reserves the right to accept or reject any bid, cancel the Tender without assigning any reason thereof. No correspondence in this regard will be entertained.

(Chairman)  
Council of Wardens, Hostels  
IIT (BHU)

**TENDER DOCUMENT FOR: AMC of water cooler****CRITICAL DATA SHEET**

<b>Published Date</b>	<b>21-01-2019</b>
<b>Bid Document Download Start Date</b>	<b>21.01.2019 (04:00 PM)</b>
<b>Clarification Start Date</b>	<b>21.01.2019 (04:00 PM)</b>
<b>Clarification End Date</b>	<b>29-01-2019 (05:00 PM)</b>
<b>PRE- BID MEETING</b>	<b>30.01.2019 At 3:00 PM at the address given below</b>
<b>Bid Submission Start Date</b>	<b>21-01-2019 (04:00 PM)</b>
<b>Bid Document Download End Date</b>	<b>11-02-2019 (03:00 PM)</b>
<b>Bid Submission End Date</b>	<b>11-02-2019 (03:00 PM)</b>
<b>Bid Opening Date</b>	<b>13-02-2019 (03:30 PM)</b>
<b>Address For pre-bid &amp; any Communication</b>	<b>Chairman, Council of Wardens, first floor of A.S.N. Bose Hostel, IIT(BHU) Indian Institute of Technology (Banaras Hindu University), Varanasi – 221 005, U.P., INDIA E-mail: <a href="mailto:chairman.cow@itbhu.ac.in">chairman.cow@itbhu.ac.in</a></b>
<b>Contract Duration</b>	<b>Initially for one year (further extendable for two more year on satisfactory performance to be reviewed and assessed at the end of every year)</b>

**TENDER DOCUMENT FOR: AMC of Water Cooler cum Purifier-120PSS in Various Hostels in Indian Institute of Technology (Banaras Hindu University), Varanasi**

**SECTION 1: INSTRUCTION FOR ONLINE BID SUBMISSION**

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal ([URL:http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app>.

**1. Registration**

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal ([URL: http://eprocure.gov.in/eprocure/app](http://eprocure.gov.in/eprocure/app)) by clicking on the link “Click here to Enroll”. Enrolment on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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 CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / n-Code / e-Mudhra etc.), with their profile.
5. 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.
6. Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

**2. Searching for Tender Documents**

1. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. 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 CPP Portal.
2. 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 CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
3. 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.

**Preparation of Bids**

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. 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.

3. 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 / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

#### **4. Submission of Bids**

1. Bidder should 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 has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
3. Bidder has to select the payment option as “on-line” to pay the tender fee as applicable and enter details of the. Whenever, Tender fees are sought, bidders need to pay the tender fee EMD separately on-line through RTGS.
4. A standard BOQ format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BOQ file, open it and complete the white colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BOQ file is found to be modified by the bidder, the bid will be rejected.
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. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
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.

#### **5. 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 CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 0120-4200462, 0120-4001002, 0120-4001005, 0120-6277787

## **6. General Instructions to the Bidders**

1. The tenders will be received online through portal <http://eprocure.gov.in/eprocure/app> . In the Technical Bids, the bidders are required to upload all the documents in **.Pdf format**.
2. Possession of a 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://eprocure.gov.in/eprocure/app>. Digital Signature Certificates can be obtained from the authorized certifying agencies, details of which are available in the web site <https://eprocure.gov.in/eprocure/app> under the link "Information about DSC".
3. Tenderer are advised to follow the instructions provided in the Instructions to the Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>.

## **SECTION 2: INSTRUCTIONS TO BIDDERS**

### **A. Introduction**

#### **1. Scope of Work and general instruction for Tenderers:**

2. IIT-BHU invites online bides from the various firms on behalf of The Director, IIT(BHU) for AMC of water cooler cum purifier as per terms and conditions of this tender document.
3. The maintenance Contract shall be comprehensive in nature and the contractor is required to keep all the water coolers in perfect working condition throughout the period of contract and no extra payment will be made for any repair, replacement of any part of the water cooler to the contractor. Bidders are, accordingly instructed to quote the all-inclusive rates per machine (per unit) for the maintenance of the water cooler apparatus during the whole of the period of contract.
4. The rates to be approved on the basis of quotations shall be valid for the whole period of the contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged/worn-out parts etc. that are very much essential for the proper maintenance/ upkeep of the water cooler concerned throughout the period of contract. The Institute shall bear no cost for anything whatsoever after these water coolers are handed over to the successful tenderer and subsequently taken over by him from the outgoing contractor.
5. No extra payment, whatsoever on account of mishandling by the contractor of the equipment or damage by the contractor or otherwise will be made to the contractor except the all inclusive rates and the rates permitted under this contract. It shall be the responsibility of the successful tenderer to make all the water cooler concerned work/run satisfactorily throughout the period of contract.
6. The work will have to be carried out in the premises of the Institute which are located in hostel of IIT(BHU). The water cooler in question installed at the hostel of the IIT(BHU) are also covered under the contract. Only such work which is not possible for execution in the premises of the Institute shall be allowed to be carried out in the workshop of the firm. In any case no water cooler or any other item/part thereof shall be allowed to be taken out of the premises of the Institute without formal permission of the Institute. The items taken out of the premises of this Institute to the workshop of the firm will have to be brought back within three day, failing which the cost of the machine and/ or part thereof will be recovered from the firm without any notice. The charges for transporting these water cooler from the premises of the Institute to workshop and back and for the labourers engaged for this work shall have to be borne by the successful tenderer himself.
7. The firm awarded the work will be required to depute adequate number of well-experienced service engineer/mechanics/helper, who will also remain available in the premises of the Institute in order that all urgent calls besides day-to-day checking of the machine during the currency of contract are promptly attended to. It shall be obligatory on the part of the contractor to depute at least one qualified service engineer to this Institute on all working days throughout the period of contract during office time and complaints attended with satisfactory user report on a daily basis. To meet exigencies, the Institute shall be within its competence to requisition the service of the mechanics/electrician deputed by the contractor, shall utilize the service beyond the working hours, including Saturdays/Sundays holidays. No additional payment shall, however be made for this purpose.

8. The Nos. of water coolers may increase or decrease at the discretion of the Institute and payment will increase or decrease accordingly. In case any new hostel at a new location is added, this contract will be deemed to be applicable in that new hostel also.
9. It shall also be the responsibility of the approved contractor to periodically service and inspect//check all the water coolers that are under the 'maintenance period' so as to ensure their smooth and satisfactory functioning. The contractor shall also obtain a certificate from the concerned hostel every month to the effect that the said apparatus are working satisfactorily during the quarter in question. If any of the water coolers covered under this 'Maintenance contract' remain out of order for want of repairs etc. for more than for days in a row or if the Institute has sufficient reasons to infer/conclude that the equipment concerned have not been properly maintained and serviced by the contractor, a reasonable proportionate deduction will be made from the charges due to the contractor firm. The decision of the institute as regards the 'reasonable of deduction' shall be final and binding of the contractor. No further communication in this regard shall be entertained.
10. Any sum of money due and payable to the contractor, including the security Deposit, under this contract shall be appropriated by the Institute and set off against any claim to this institute for the payment of a sum of money arising out of the contract with this institute.
11. Bidders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their quotation, as no changes or violation of the aforesaid terms and condition are permissible once the quotation is accepted by this institute.
12. First servicing will be done within 10 days from award of contract and thereafter every 3 months. Besides, cleaning/servicing will be done by the contractor as and when required in a particular water cooler:
13. The work inter-alia will include the following:
  - a. Water coolers will be cleaned and wet serviced four times during the year.
  - b. The contractor will prepare a list of water coolers being maintained by his firm and obtain the signature of user officer in respect of these water coolers. Signature of these officers will be obtained by the firm whenever these water coolers are cleaned and serviced etc. this signed list will be enclosed while claiming the payment. No payment will be made without this signed list.
  - c. Penalty of Rs. 2000/- per water cooler will be imposed for non-servicing and cleaning of water coolers by the due the dates.
  - d. Penalty of Rs. 1000/- per water cooler will be imposed, if the complaint is not attended and rectified within a period a 2 days from the complaint.
14. Original/Genuine parts related to water cooler cum purifier are to be replaced, wherever required, with the Original/Genuine ones only after the consent/approval of concerned officer (Admin Warden) and payment will be made accordingly.

## **2. Cost of Bidding**

The Bidder shall bear all costs associated with the preparation and submission of its bid, and "the Purchaser", will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

## **B. The Bidding Documents**

### **3. Cost of Bidding Documents**

The cost of bidding documents (Rs. 2360/-) should be submitted in the form of Bank Draft or By NEFT/RTGS as per the details mentioned above. Further, the proof of payment must be uploaded with Technical Bid.

### **4. Content of Bidding Documents**

**4.1** The AMC required, bidding procedures and contract terms are prescribed in the bidding documents. In addition to Invitation of Bids, the bidding documents include:

- (a) Instructions for Online Bid Submission
- (b) Instruction to Bidders (ITB);
- (c) General Conditions of Contract (GCC);
- (d) Special Conditions of Contract (SCC)
- (e) Schedule of requirements;
- (f) Tender form (technical bid).
- (g) Tender form (financial bid).

**4.2** The Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submission of a bid not substantially responsive to the bidding documents in every respect will be at the Bidder's risk and may result in rejection of its

bid.

## **5. Amendment of Bidding Documents**

**5.1** At any time prior to the deadline for submission of bids, the Purchaser may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective bidder, modify the bidding documents by amendment.

**5.2** All prospective bidders who have received the bidding documents will be notified of the amendment in writing, which will be binding on them.

**5.3** In order to allow prospective bidders reasonable time within which to take the amendment into account in preparing their bids, the Purchaser, at its discretion, may extend the deadline for the submission of bids.

## **C. Preparation of Bids**

### **6. Language of Bid**

The bid prepared by the Bidder, as well as all correspondence and documents relating to the bid exchanged by the Bidder and the Purchaser shall be written in English language.

### **7. Documents Comprising the Bid**

#### **7.1 Techno commercial un-priced bid and priced Bids:**

The bids are to be submitted in two parts i.e. Techno commercial un-priced bid and priced Bids.

**7.2 Techno commercial un-priced bid:** The Techno commercial un-priced bid prepared by the bidder shall be provided in the following Model Response format:

#### **Model Response format**

(a) Past experience of Bidder Manufacturer/Dealer in supply of the material (certificates to be enclosed), proof of manufacturing Unit/Dealership along with all the documents required for proving the credentials regarding the fulfillment of essential pre-bid criteria.

(b) List of other Govt. Departments, Public Sector units and Central Autonomous Bodies for which the bidder is supplying material or having the same type of contracts and a certificate regarding the satisfactory performance of the contract (In the Annexure-3 format).

(c) Copy of the audited balance sheet of the vendor for the previous financial year indicating the turnover in supply of the relevant materials/service.

(d) Details of Permanent Account Number and latest income tax clearance certificate.

(e) Details of GST No. along with a copy of certificate to be attached.

(f) Submission of samples if required, for all water cooler cum purifiers indicated in the schedule of requirements. The make of water cooler cum purifiers proposed to be serviced should be indicated in the format of the schedule of requirements and submitted along with the techno commercial un-priced bid without indicating the pricing components.

(g) Willingness to execute all orders which are placed to meet emergency requirement on priority basis. The Bidder shall note that standards for workmanship, material and equipment, and references to brand names designated by the Purchaser in the schedule of requirements are intended to be descriptive only and not restrictive. The Bidder may substitute alternative standards, brand names and/or catalogue numbers in his bid, provided that it demonstrates to the Purchaser's satisfaction that the substitutions ensure substantial equivalence to those designated in the Technical Specifications.



### **7.3 Price Bid**

The price bid shall comprise the techno commercial bid along with the price component indicating the Unit prices for each and every water cooler cum purifiers indicated in the schedule of requirements (Annexure 1&II).

- (a) The prices once accepted by the Institute shall remain valid till the successful execution of the order and till AMC is fully effected and accepted or **12 months** from the date of acceptance of tender whichever is later. The Institute shall not entertain any increase in the rates during the period. However, in the event there is a reduction or increase in Government levy/duties during the period of execution of the order, the rates shall be suitably adjusted with effect from the date notifying the said reduction or increase in the Government levy/excise duty.

### **8. Bid Prices**

**8.1** The Bidder shall indicate on the Schedule of requirements (BOQ), the unit prices of the water cooler/ water cooler cum purifiers it proposes to supply under the Contract and enclose it with the priced bid.

**8.2** Prices indicated on the Price Schedule shall be entered separately in the following manner:

- (i) The prices quoted must be net per unit as shown in the schedule of requirements and must include all charges for delivery at the designated stores.
- (ii) Any Indian duties, GST and other taxes which will be payable on the water cooler/ water cooler cum purifiers if this Contract is awarded;

**8.3** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and not subject to variation on any account.

### **9. Period of Validity of Bids**

**9.1** Bids shall remain valid for **180** days after the date of bid opening prescribed by the Purchaser. A bid valid for a shorter period shall be rejected by the Purchaser as non-responsive.

**9.2** In exceptional circumstances, the Purchaser may solicit the Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. A Bidder granting the request will not be required nor permitted to modify the bid.

**9.3** Bid evaluation will be based on the bid prices without taking into consideration the above modifications.

### **D. Submission of Bids**

**10** The tender has to be submitted ONLINE before the due date. The offers received after the due date and time will not be considered. **No manual bids will be considered.**

**11.1** Bids must be received by the Purchaser ONLINE not later than the time and date specified in the Invitation for Bids.

**11.2** The Purchaser may, at his discretion, extend this deadline for submission of bids by amending the bid documents in which case all rights and obligations of the Purchaser and Bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

### **12. Late/Delayed Bids**

The offers received after the due date and time will not be considered.

### **13. Modifications and Withdrawal of Bids**

**13.1** The Bidder may modify or withdraw its bid after the ONLINE bid's submission, as per the provision of CPP Portal.

**13.2** No bid may be modified subsequent to the deadline for submission of bids. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

**13.3** No bid may be withdrawn in the interval between the deadline for submission of bids and the expiry of the period of bid validity specified by the Bidder on the bid form.

## **E. Bid Opening and Evaluation of Bids**

### **14. Opening of Techno commercial un-priced Bids**

The purchaser will open all techno commercial un-priced bids in the first instance.

### **15. Clarification of Bids**

**15.1** During evaluation of the bids, the purchaser may, at its discretion, ask the Bidder for clarification of its bid. The request for clarification and the response shall be in writing and no change in price or substance of the bid shall be sought, offered or permitted.

**15.2** No Bidder shall contact the purchaser on any matter relating to its bid from the time of the bid opening to the time the contract is awarded. If the Bidder wishes to bring additional information to the notice of the Institute it should be done in writing.

**15.3** Any effort by a Bidder to influence the purchaser in its decisions on bid evaluation, bid comparison or contract award decisions may result in rejection of the Bidder's bid.

### **16. Evaluation of Techno commercial un-priced Bid**

**16.1** Prior to the detailed technical evaluation, the purchaser will determine the substantial responsiveness of each bid. A substantially responsive bid is one, which conforms to all the terms and conditions of the Bidding Documents without material deviations and meets all the essential pre-bid criteria. If any bidder does not meet the essential pre-bid criteria as laid down in the Instruction to Bidders, then his bid will be summarily rejected. No documents will be accepted in support of essential pre-bid criteria after the last date of submission of bids.

**16.2** The purchaser will reject a bid determined as not substantially responsive.

**16.3** The bidders may be called for discussion and may be allowed to modify their technical bids to suit the organization's requirement. The idea is to arrive at a threshold level of acceptability above which all the bidders shall be treated on par. Those whose technical specifications do not reach the threshold level of acceptability shall be rejected as technically unsuitable. The price bids of the bidders who finally emerge as technically acceptable shall be opened, evaluated and the contract awarded to the lowest evaluated bidder.

**16.4** The bidders short-listed by the purchaser based on meeting the essential pre-bid criteria and detailed evaluation regarding satisfying the technical criteria laid down in this tender document may be called for detailed discussions with a team selected for the purpose, at a specified date, time and venue, if needed.

### **17. Opening of Priced Bids**

**17.1** The Purchaser will open the Priced Bids of only those bidders who meet the essential pre-bid criteria and whose techno commercial un-priced bids have been found to be substantially responsive.

**17.2** The priced Bids of the technically qualified bidders shall be opened by the tender committee.

### **18. Evaluation and Comparison of priced Bids**

**18.1** Arithmetical errors will be rectified on the following basis: If there is a discrepancy between words and figures, whichever is the higher of the two shall be taken as bid price. If the Vendor does not accept the correction of errors, its bid will be rejected

**18.2** Bidders shall state their bid price for the payment schedule. Bids will be evaluated on the basis of this base price. Bidders are, however, permitted to state an alternative payment schedule and indicate the reduction in bid price they wish to offer for such alternative payment schedule. The purchaser may consider the alternative

payment schedule offered by the selected Bidder but it may not be binding on the purchaser.

**18.3** The purchaser, at its option may ask some more bidders to match the rates of the lowest bidder for creating parallel service providers.

**18.4** The currency that shall be used for bid evaluation and comparison purposes to convert all bid prices expressed in various currencies into a single currency is: **Indian Rupees**

The Purchaser reserves the right to accept or reject 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 grounds for the Purchaser's action.

## **19. Award Criteria**

Subject to Clause 19, the purchaser will award the Contract to the successful Bidder whose bid has been determined to be substantially responsive and has been determined as the best evaluated bid provided further that the Bidder is determined to be qualified to perform the Contract satisfactorily.

## **20. Notification of Award**

Prior to the expiration of the period validity, the purchaser will notify the successful Bidder in writing by letter or by e-mail, to be confirmed in writing by speed post or telephonically, that its bid has been accepted.

## **21. Factors Affecting the Award of Contract.**

**22.1** The bidder should have its own Contract support facilities. The support facilities should be fully owned and managed by the bidder.

**22.2** Conformity with the Request for Bid/Tender required and conditions.

**22.3** The assessment based on the response to Model Response Outline.

**22.4** The assessment of the capability of the bidder to meet the terms and conditions.

**22.5** The bidders must have executed same orders, for which the bidder is quoting, as indicated in clause 1 for Govt./Semi-Govt./Autonomous Organizations.

**22.6** The cost and the discount offered, if any.

## **23. Fall clause**

**23.1** The price quoted by the service provider should not be higher than the maximum retail price, if any, for the stores and the same shall not be higher than the price usually charged by the service provider for stores of the same nature, class or description to any other purchaser.

**23.2** The price charged for the services under the contract by the service provider shall in no event exceed the lowest price at which the service provider sells the stores of identical description to any other person during the period till performance of all supply orders placed during the currency of the contract is completed. If at any time during the period the service provider reduces the sale price of such stores or sells such stores to any other person including his dealers at a price lower than the price chargeable under the contract, he shall forthwith notify such reduction or sale to the purchaser and the price payable under the contract for these water cooler cum purifiers of services after the date of coming into force of such reduction or sale shall stand correspondingly reduced.

**23.3** If it is discovered that the service provider has contravened the above conditions, then without prejudice to any other action which might be taken against him, it shall be lawful for the purchaser to (a) revise the price at any stage so as to bring it in conformity with sub-clause(i) above, or (b) to terminate the contract and purchase the items of stores at the risk and cost of the service provider and in that event the provisions of General Conditions of Contract shall, as far as possible, be applicable or recover the loss.

## **SECTION 3: GENERAL CONDITIONS OF CONTRACT (GCC)**

### **1. Definitions**

In this Contract, the following terms shall be interpreted as indicated:

- (a) "The order" means the agreement entered into between the Purchaser and the Service provider including all the attachments and appendices and all documents incorporated as per notification of award.
- (b) "The Contract Price" means the price payable to the Service provider under the Contract for the full and proper performance of its contractual obligations;" "The Goods" means all the items, which the Service provider is required to supply to the Purchaser under the Contract;
- (c) "Services" means services ancillary to the serviced of the water cooler/ water cooler cum purifiers, such as transportation and insurance, and any other incidental services training and other obligations of the Service provider covered under the Contract; .
- (d) "GCC" means the General Conditions of Contract contained in this section.
- (e) "The Purchaser" means the organization purchasing the Goods i.e. Chairman, Council of Wardens, hostels, IIT (BHU), VARANASI.
- (f) "The Purchaser's country" is India.
- (g) "The Service provider" means the individual or firm serviced the water cooler/ water cooler cum purifiers under this Contract.
- (h) "Day" means calendar day.

### **2. Application**

These General Conditions shall apply to the extent that they are not superseded by provisions in other parts of the Contract.

### **3. Standards**

The services under this Contract shall conform to the standards mentioned in the Technical Specifications, and, when no applicable standard is mentioned, to the authoritative standard appropriate to the Goods' country of origin and such standards shall be the latest issued by the concerned Institution.

### **4. Use of Contract Documents and Information**

**4.1** The Service provider shall not, without the Purchaser's prior written consent, disclose the Contract, or any provision thereof, or any specification, plan, drawing, pattern, sample or information furnished by or on behalf of the Purchaser in connection therewith, to any person other than a person employed by the Service provider in performance of the Contract. Disclosure to any such employed person shall be made in confidence and shall extend only so far as may be necessary for purposes of such performance.

**4.2** The Service provider shall not, without the Purchaser's prior written consent, make use of any document or information except for purposes of performing the Contract.

**4.3** Any document, other than the Contract itself, shall remain the property of the Purchaser and shall be returned (in all copies) to the Purchaser on completion of the Service provider's performance under the Contract if so required by the Purchaser.

### **5. Patent Rights**

The Service provider shall indemnify the Purchaser against all third-party claims of infringement of patent, trademark or industrial design rights arising from use of the Goods or any part thereof in India.

### **6. Submission of the bids.**

6.1 All bids complete in all respect must reach the purchaser within the last date and time of receipt of bid. No extension shall be allowed for any reason what so ever. Late tenders/delayed bids and tenders received without earnest money etc. shall be rejected.

6.2 Tender documents are available for sale with the purchaser. Interested bidders may purchase the tender documents on payment of the cost there of. The purchaser shall not be liable for either non-receipt of the tender document or for delay in receipt of tender document.

## **7. Prices**

Prices charged by the Service provider for Services performed under the Contract shall not vary from the prices quoted by the Service provider in his bid.

## **8. Contract Amendments**

No variation in or modification of the terms of the Contract shall be made except by written amendment signed by the parties.

## **9. Assignment**

The Service provider shall not assign, in whole or in part, its obligations to perform under the Contract, except with the Purchaser's prior written consent.

## **10. Subcontracts**

The Service provider shall notify the Purchaser and get its consent in writing before all subcontracts awarded under this Contract if not already specified in the bid. Such notification, in his original bid or later, shall not relieve the Service provider from any liability or obligation under the Contract.

## **11. Termination for Default**

11.1 The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider, terminate the Contract in whole or part:

(a) If the Service provider fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser pursuant.

(b) If the Service provider fails to perform any other obligation(s) under the Contract: or

(c) If the Service provider, in the judgment of the Purchaser has engaged in corrupt or fraudulent practices in competing for or in executing the Contract.

11.2 In the event the Purchaser terminates the Contract in whole or in part, pursuant to GCC Clause , the Purchaser may procure, upon such terms and in such manner as it deems appropriate, Services similar to those undelivered, and the Service provider shall be liable to the Purchaser for any excess costs for such similar Services. However, the Service provider shall continue the performance of the Contract to the extent not terminated.

## **12 Termination for Insolvency**

The Purchaser may at any time terminate the Contract by giving written notice to the Service provider, if the Service provider becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Service provider, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Purchaser.

## **13. Termination for Convenience**

13.1 The Purchaser, by written notice sent to the Service provider, may terminate the Contract, in

whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for the Purchaser's convenience, the extent to which performance of the Service provider under the Contract is terminated, and the date upon which such termination becomes effective.

#### 14. Governing Language

The contract shall be written in English language. English language version of the Contract shall govern its interpretation. All correspondence and other documents pertaining to the Contract which are exchanged by the parties shall be written in the same language.

#### 15. Taxes and Duties

Service provider s shall be entirely responsible for all taxes, duties, license fees, octroi, road permits, etc., incurred until delivery of the contracted Goods to the Purchaser.

#### 16. The Institute Reserves The Right To:

- i. Reject the quotation in absence of not furnishing the documentary evidence in respect of GST and Income Tax clearance certificates together with the performance of services in various branches/institutions.
- ii. Reject the services already made, if not found up to the mark. Thorough checking may be adopted to test the correctness of the supply. In such an event further action may call to conform or discard the supply.
- iii. The Purchaser may, without prejudice to any other remedy for breach of contract, by written notice of default sent to the Service provider , terminate the Contract in whole or part:
  - a. If the Service provider fails to deliver any or all of the Goods within the period(s) specified in the purchase order, or within any extension thereof granted by the Purchaser.
  - b. If the Service provider fails to perform any other obligation(s) under the Contract.

To reject any or all the offers without assigning any reasons thereof.

All disputes are subject to “*Varanasi Jurisdiction*” only.

The decisions of the IIT (BHU) Varanasi in all respect shall be final and binding on all. Kindly note that we attach great significance to the list of the organizations of repute where a firm is on rate contract, therefore please enclose certified photocopies of the rate contract.

Please ensure that your offer is complete in all respect as no further clarifications shall be sought from you and reaches us within the last date mentioned above. **The Institute shall not be responsible for any postal delay / loss in transit etc.**

Please mention our reference number and due date on the sealed envelope, otherwise your quotation may not be entertained.

A checklist (list documents to be attached) with proper signature, seal and date should be enclosed with tender document for verification; otherwise the proposal will not be entertained.

17. Except as otherwise provided elsewhere in the contract, if any dispute, difference question or disagreement or matte whatsoever, shall, before or after completion or abandonment of work or during extended period, hereafter arises between the parties, as to the meaning, operation or effect of the contract or out of or relating to the contract or breach therefore, shall be referred to a Sole Arbitrator to be appointed by the Director of the Institute at the time of the dispute.

18. It is a term of the contract that the party invoking arbitration shall specify all disputes to be referred to arbitrator at the time of invocation of arbitration under the clause. It is a terms of the contract that cost of an arbitration shall be borne by the parties them self. The venue of arbitration, if any, shall be at Varanasi. Subject as aforesaid the provision of the Arbitration and Conciliation Act 1996 and any statutory modification or reenactment thereof rules made there under and for the time being in force shall apply to the arbitration proceeding under this clause.

#### **SECTION 4: SPECIAL CONDITIONS OF CONTRACT**

1. **The bidder must have executed at least three contracts of AMC of Water cooler-cum Purifier in the last 3 years in any IITs/NITs/Govt. Office/PSU/University/Autonomous Body with order value of at least Rs. 11 lakhs each.**
2. **Annual turnover should be at least 25 lakhs in each financial Year for preceding 3 years.**
3. **User List:** Provide users for last 3 years with contact person name, address, phone, and email IDs.

**NOTE: THE BID OF THOSE BIDDERS WHO FAILS TO COMPLY THE ABOVE ESSENTIALCRITERIA WILL NOT BE CONSIDERED FOR TECHNICAL EVALUATION.**

#### **2. Documents Comprising the Bid**

The tender/Bid shall be submitted online in two parts, viz., Technical Bid and Commercial Bid.

##### **I. Technical Bid**

The following documents are to be scanned and uploaded as part of the Technical Bid as per the tender document:

- (a) Scanned copy of Tender Forms (Techno Commercial Un-Priced Bid), Declaration, Bidder's Information Form, and Tender Acceptance Letter;
- (b) Scanned copy of proof for submission of Tender Document Fee.
- (c) Scanned copy of
  - (i) Documentary evidence that the Services to be serviced by the Bidder are of eligible origin and
  - (ii) Conform to the Bidding Documents,
  - (iii) Any other document required as per the tender;
- (e) Scanned copy of Technical Compliance Sheet (Annexure 2)

##### **II. Commercial Bid**

The commercial bid comprises of:

- (i) Scanned copy of Tender Form (Price Bid)
- (ii) Price bid in the form of **BOQ.xls**.
- (iii) Scanned copy of signed price bid in pdf format.

The Price bid format is provided as BOQ.xls along with this Tender Document at <http://eprocure.gov.in/eprocure/app>. Bidders are advised to download this BOQ.xls and quote their offer/rates in the prescribed column. Bidders can quote Basic Price in INR rupees only, in it is mandatory to quote taxes/levies in INR only, in the prescribed column and upload the same in the commercial bid.

In addition to the above requirements, bids submitted by a Joint Venture, shall include a copy of the Joint Venture Agreement entered into by all members. Alternatively, a letter of intent to execute a Joint Venture Agreement in the event of a successful bid shall be signed by all members and submitted with the bid, together with a copy of the proposed Agreement, there to.

**(Chairman)**  
**Council of Wardens, Hostels.**  
**IIT (BHU)**

## **SECTION 5 : CHECKLIST FOR BID/TENDER UPLOADING**

(The following check-list must be filled in and uploaded with the bid documents)

Sl. No.	Particulars Techno Commercial Un-priced Bid (Cover 1)	Yes/No	Page No.
1.	Have you uploaded the techno commercial un-priced bid form duly filled in appropriately?		
2.	Have you uploaded the details of the PAN, copy of GST registration certificate and OEM authorization letter specifically for this bid.		
3.	Have you executed the same nature of work in last 3 years with order value as mentioned in essential pre-bid criteria and uploaded the copies of relevant work orders and satisfactory installation certificates.		
4.	Tender Processing Fee: Have you submitted DD/transferred online EMD and Tender Processing Fee asked for separately and uploaded their proof of submission.		
5.	Have you uploaded the schedule of requirement indicating the make offered without indicating the pricing components along with the techno commercial un-priced bid?		
6.	Have you uploaded the bids both techno commercial un-priced and priced bid separately for each tender?		
7.	Have you enclosed the statement of deviations from financial terms and conditions, if any?		
8.	Have you submitted the Technical Compliance Sheet?		
9.	Have you attached the Declaration on the letter pad of Bidder?		
10.	Have you attached the signed Tender acceptance letter?		
11.	Affidavit stating that the Company/firm/Agency has not been black listed by Centre/ State Government/PSU in last 3Years.		
12.	Annual Turnover dully audited by Chartered Accountant.		
<b>Price Bid (Cover 2)</b>			
1.	Have you signed and uploaded the priced bid form?		
2.	Have you uploaded the schedule of requirements duly priced i.e BOQ and its pdf. version?		



**SECTION 6**

**DECLARATION**

*(To be uploaded on the letter head of the firm submitting the bid)*

1. I, ----- Son /Daughter of Shri-----  
----- Proprietor/ Partner/ CEO /MD/ Director/  
Authorized Signatory of M/s. ----- am competent to sign  
this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and hereby convey my acceptance of the same.
3. The information/ documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
4. I/ we/ am are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.
5. Each page of the tender document and papers submitted by my Company is authenticated, and I take full responsibility for the entire documents uploaded.
6. This is certified that our organization has been authorized (Copy uploaded) by the OEM to participate in Tender. We further certify that our organization meets all the conditions of essential eligibility criteria and technical specifications laid down in this tender document. Moreover, OEM has agreed to support on regular basis with technology / service updates and extend support for the warranty.
7. The prices quoted in the price bids are subsidized due to academic discount given to IIT (BHU), Varanasi.
8. We, further specifically certify that our organization has not been Black Listed/De Listed or put to any Holiday by any Institutional Agency/Govt. Department/Public Sector Undertaking in the last three years.

-----  
Signature of the Authorized Person

Date: -----

Full Name -----

Place: -----

Company Address with Seal

## SECTION 7

### TENDER FORM

**(Techno commercial un-priced Bid)**  
*(On the letter head of the firm submitting the bid)*

Tender No. ....

To

The Chairman,  
Council of Wardens,  
Indian Institute of Technology (Banaras Hindu University)  
Varanasi – 221005, U.P

Dear Sir,

1. I/We have examined and have no reservations to the Bidding Documents, including Addenda issued in accordance with Instructions to Bidders;
2. I/We meet the eligibility requirements and have no conflict of interest;
3. I/We have not been suspended nor declared ineligible in India;
4. I/We offer to AMC of all water coolers cum purifier of hostels in conformity with the Bidding Documents and in accordance with the Delivery Schedules specified in the Schedule of Requirements the following water cooler/ water cooler cum purifiers: *[insert a brief description of the Goods and Related Services]*;
5. I/We offer to AMC of the water cooler cum purifiers as listed in the schedule to this tender hereto/portion thereof as you may specify in the acceptance of Tender at the price given in the said Schedule and agree to hold this offer open for a period of 90 days from the date of opening of the tender.
6. I/we shall be bound by a communication of acceptance issued by you.
7. I/We have understood the Instruction to bidders and Conditions of Contract in the form as enclosed with the invitation to the tender and have thoroughly examined the specifications quoted in the Schedule hereto and am/are fully aware of the nature of the goods required and my/our offer AMC the goods strictly in accordance with the specifications and requirements.
8. **A proof of payment of Rs..... (Rupees..... only)** as tender fee in the aforementioned account of Registrar, IIT (BHU) has been uploaded.
9. The following have been uploaded to form part of this tender.
  - (a) Schedule of requirements, quoting the make only duly signed and stamped. (without indicating price)
  - (b) Scanned copy of PAN Card
  - (c) Copy of last three financial audited balance sheet and P&L account.
  - (d) Copy of Valid GST registration certificate.
  - (e) Copy of same relevant major purchase within last 3 years with order type and value as mentioned in essential pre-bid criteria.
  - (f) Copy of authorization letter from OEM in Case of authorized dealer only.
  - (g) Statement of deviations from financial terms & conditions, if any.
  - (h) Any other enclosure. (Please give details)

Name of the Bidder\* .....

Name of the person duly authorized to sign the Bid on behalf of the Bidder\*\* .....

Title of the person signing the Bid .....

Signature of the person named above .....

Date signed ..... day of .....

\* In the case of the Bid submitted by joint venture specify the name of the Joint Venture as Bidder

\*\* Person signing the Bid shall have the power of attorney given by the Bidder to be attached with the Bid Schedules.

Yours faithfully,

(Signature of bidder)

Dated this day of \_\_\_\_\_

**Address:** .....

Telephone No. : \_\_\_\_\_

FAX \_\_\_\_\_

E-mail \_\_\_\_\_

Company seal

**TENDER FORM**

**(Priced Bid)**

*(On the letter head of the firm submitting the bid document)*

To,

The Chairman,  
Council of Wardens,  
Indian Institute of Technology (Banaras Hindu University)  
Varanasi – 221005, U.P.

**Ref: Tender No.....Dated:**

.....

Sir,

Having examined the bidding documents and having submitted the techno commercial un-priced bid for the same, we, the undersigned, hereby submit the priced bid for AMC of goods and services as per the schedule of requirements and in conformity with the said bidding documents.

1. We hereby offer to AMC the Goods/Services at the prices and rates mentioned in the enclosed schedule of requirement.
2. We do hereby undertake that, in the event of acceptance of our bid, the AMC of Goods/Services shall be made as stipulated in the schedule of requirement and that we shall perform all the incidental services.

3.
  - a. Price Schedule for Annexure I&II (Bill of Quantity-BOQ) in .pdf format and .xls format
  - b. Statement of deviations from financial terms and conditions, if any.
4. We agree to abide by our offer for a period of 90 days from the date fixed for opening of the bid documents and that we shall remain bound by a communication of acceptance within that time.
5. We have carefully read and understood the terms and conditions of the bid document and we do hereby undertake to AMC as per these terms and conditions mentioned in annexure I&II. The Financial Deviations are only those mentioned in the statement of deviations from financial terms and conditions.

We do hereby undertake that, until a formal notification of award, this bid, together with your written acceptance thereof, shall constitute a binding contract between us.

Dated this day of \_\_\_\_\_

Signature of Bidder \_\_\_\_\_

Details of enclosures \_\_\_\_\_

Full Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Telephone No. \_\_\_\_\_

Mobile No. : \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-mail: \_\_\_\_\_

Company Seal

**TENDER ACCEPTANCE LETTER**  
(To be given on Company Letter Head)

**Date:**

To

The Chairman,  
Council of Wardens,  
Indian Institute of Technology (Banaras Hindu University)  
Varanasi – 221005, U.P

**Sub: Acceptance of Terms & Conditions of Tender.**

**Tender Reference No.** \_\_\_\_\_

**Name of Tender/ Work: -**

\_\_\_\_\_  
\_\_\_\_\_

Dear Sir,

1. I/We have downloaded/ **obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:**

\_\_\_\_\_  
\_\_\_\_\_  
as per your advertisement, given in the above mentioned website(s).

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No. \_\_\_\_\_ to \_\_\_\_\_ (including all documents like section(s), schedules(s) etc.), which form part of the contract agreement and I/we shall abide hereby by the terms/conditions/ clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organizations too have also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/ corrigendum(s) in its totality/entirety.

5. In case any provisions of this tender are found violated, then your department/organization shall without prejudice to any other right or remedy be at liberty to reject this tender/bid including the forfeiture of the full said earnest money deposit absolutely.

**Yours faithfully,**

**(Signature of the Bidder, with Official Seal)**

**FORMAT FOR PERFORMANCE BANK GUARANTEE (PBG)**

(To be typed on Non-judicial stamp paper of the value of Indian Rupees of One Hundred)

(TO BE ESTABLISHED THROUGH ANY OF THE NATIONALISED COMMERCIAL BANKS (WHETHER SITUATED AT VARANASI OR OUTSTATION) WITH A CLAUSE TO ENFORCE THE SAME ON THEIR LOCAL BRANCH AT VARANASI)

To,  
The Registrar,  
Indian Institute of Technology (BHU),  
Varanasi-221005

**LETTER OF GUARANTEE**

WHEREAS Indian Institute of Technology (BHU), Varanasi (Buyer) has invited tender vide Tender No..... dated..... for purchase of .....  
AND WHEREAS the said tender document requires that eligible successful bidder (seller)..... wishing to supply the equipment / machinery etc. in response thereto shall establish an irrevocable Performance Bank Guarantee in favour of “ The Registrar, Indian Institute of Technology (BHU), Varanasi” in the form of Bank Guarantee for Rs. .... (10% of the contract value) and the Performance Bank Guarantee shall remain valid for a period of 60 (sixty) days beyond the date of completion of all contractual obligations of the seller, including warranty obligations from the date of issue of Performance Bank Guarantee and the eligible successful bidder (the seller) shall submit the same within 14 (Fourteen) days from the date of Award of Contract.

NOW THIS BANK HEREBY GUARANTEES that in the event of the said bidder (seller) fails to abide by any of the conditions referred to in tender document / Award of Contract / performance of the equipment / machinery, etc. this Bank shall pay to Indian Institute of Technology (BHU), Varanasi on demand and without protest or demur Rs ..... (Rupees.....).

This Bank further agrees that the decision of Indian Institute of Technology (BHU), Varanasi (Buyer) as to whether the said bidder (Seller) has committed a breach of any of the conditions referred in tender document / Award of Contract 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 bidder (Seller) and/ or Indian Institute of Technology (BHU), Varanasi (Buyer). **Notwithstanding anything contained herein:**

1. Our liability under this Bank Guarantee shall not exceed Rs. .... (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 IIT (BHU), Varanasi 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: \_\_\_\_\_



ANNEXURE 1

SL. NO.	Name of Items	Description of work
1	AMC of Water cooler	<p><b>Specifications:</b></p> <ol style="list-style-type: none"><li>1. Consumables will be covered under AMC.</li><li>2. Original/Genuine spare parts related to water purifier/purifier cum water cooler/water cooler i.e. PCB, UV Lamp, LED indicator, switches, solenoid valves are covered in AMC.</li><li>3. Comprehensive maintenance service will be performed on demand as well as at a periodical interval of 3 months from date of AMC renewal.</li><li>4. Service engineer has to visit the site for inspection within 2 working days of filing the complaint.</li><li>5. During service visits, water cooler / water purifier/water cooler cum purifier will be thoroughly checked, cleaned, serviced and adjusted.</li><li>6. Replacement of compressor should not be considered in AMC plan. However, servicing of compressor is covered under annual maintenance contact warranty/guarantee shall be provided by the firm on replaced compressor.</li><li>7. At least one service engineer should be provided in IIT(BHU) during office time is mandatory.</li><li>8. Payment should be made on quarterly basis after satisfactory report of work from the concerned Admin Warden of IIT(BHU) hostels.</li><li>9. The AMC may be cancelled at any time if the service is not found satisfactory.</li><li>10. The Water taps of stainless steel shall be replaced by service provider on payment basis if required.</li></ol>

**Other Terms:**

1. Warranty period of parts to be clearly mentioned and should begin from the date of award of AMC.
2. The vendor to provide compliance statement with respect to each technical specification in the tender document duly supported by the manufacturer's literature. Any other claim will not be accepted and may lead to rejection of the bid.
3. Printed literature in support of compliance to the prescribed specifications is to be submitted.
4. Compliance report needs to be submitted as a part of the technical bid.
5. Service visit date will be recorded on water cooler cum purifier by Marker pen and signature of nearest living students in hostel will be obtained in support of the same.

**Services:** Vendor must submit Factory Acceptance Test procedure supported with relevant printed literature and certificates.

**Chairman,  
Council of Wardens, Hostels  
IIT (BHU), Varanasi-221005**

**TECHNICAL COMPLIANCE STATEMENT**  
(To be submitted by bidder duly filled)

<b>SL No.</b>	<b>Terms &amp; Condition for AMC</b>	<b>YES/No</b>	<b>Page No.</b>
<b>1.</b>	Consumables will be covered under AMC		
<b>2.</b>	Original/Genuine spare parts related to water purifier/purifier cum water cooler/water cooler i.e. PCB, UV Lamp, LED indicator, switches, solenoid valves are covered in AMC.		
<b>3.</b>	Compressive maintenance service will be performed on demand as well as at a periodical interval of 3 months from date of AMC renewal.		
<b>4.</b>	Service engineer has to visit the site for inspection within 2 working days of filing the complaint.		
<b>5.</b>	During service visits, water coolers / water purifier/water cooler cum purifier should be thoroughly checked, cleaned, serviced and adjusted.		
<b>6.</b>	Replacement of compression should not be considered in AMC plan. However, servicing of compressor is covered under annual maintenance contact.		
<b>7.</b>	At least one service engineer should be provided in IIT(BHU) during office time is mandatory.		
<b>8.</b>	Payment will be made on quarterly basis after satisfactory work report from the concerned Admin Warden of IIT(BHU) hostel.		
<b>9.</b>	The AMC may be cancelled at any time if the service is not found satisfactory.		
<b>10.</b>	The Water taps of stainless steel shall be replaced by service provider on payment basis if required.		
<b>11.</b>	Affidavit stating that the Company/firm/Agency has not been black listed by Centre/ State Government/PSU in last 3 Years.		
<b>12.</b>	Annual Turnover dully audited by Chartered Accountant.		

**Signature of the Authorized  
Official with Seal**



**BID SUBMISSION****Online Bid Submission:**

The Online bids (complete in all respect) must be uploaded online in **two** covers as explained below:

<b>Cover – 1</b>			
(Following documents to be provided as .pdf file)			
<b>Sl. No.</b>	<b>Document</b>	<b>Content</b>	<b>File Types</b>
1.	Technical Bid	Technical Compliance Sheet, Bidder information form	.PDF
2.		Organization Declaration Sheet, Compliance sheets for Essential Pre Bid Criteria	.PDF
3.		Checklist given in Section 5, Tender Acceptance, Tender Form, etc.	.PDF
4.		List of organizations/clients where the same services have been provided (in last two years) along with their contact number(s). (Annexure-3)	.PDF
5.		Technical supporting documents in support of all claims made at Annexure-1	.PDF
6.		EMD and Tender fee submission proof	.PDF
7.		Brochure of other documents, if any	.PDF
<b>Cover – 2</b>			
<b>Sl. No.</b>	<b>Document</b>	<b>Content</b>	
1	Price Bid	Duly filled and signed Tender form (Price Bid)	.PDF
2.		Duly signed BOQ in .pdf format	.PDF
3.		BOQ in .xls Format	.XLS

**(Company Letterhead of Bidder/Tenderer)**

**Declaration**

I, ..... Son/Daughter/Wife of Shri.....  
Director/Partner/Proprietor/Authorized signatory of the Company/Firm/Agency..... is  
competent to sign this declaration and execute this tender document; 2. I have carefully read and  
understood all the terms and conditions of the tender and undertake to abide to them; 3. The  
information/ documents furnished for this tender are true and authentic and are to the best of my  
knowledge and belief. I/ We, am/are aware of the fact that furnishing of any false information/  
fabricated documents would lead to rejection of my/our tender at any stage besides any liabilities  
towards prosecution under the appropriate law.

Date:

Signature of the authorized person

Place:

Full Name Seal

Seal

Annexure VI

FORMAT OF BANK GUARANTEE FORM

- 1. This guarantee should be furnished by a Nationalized Bank / scheduled Bank, authorized by RBI to issue a Bank Guarantee.
- 2. This bank guarantee should be furnished on stamp paper of Rs. 100/-
- 3. The stamp paper should have been purchased in the Name of the Bank executing the Guarantee.

-----  
 DATE:  
 BANK GUARANTEE NO:  
 Ref.: \_\_\_\_\_

To  
 Indian Institute of Technology  
 (Banaras Hindu University)  
 Varanasi-221005

Dear Sirs,

In accordance with your „Invitation to Bid” under your Tender No:

M/s: \_\_\_\_\_ herein after called the Contractor,  
with the following Directors on their Board of Directors / partners of the firm.

- 1. \_\_\_\_\_ 2. \_\_\_\_\_
- 3. \_\_\_\_\_ 4. \_\_\_\_\_

Agrees for the contract:

As an irrevocable Bank Guarantee for an amount of  
 Rs. \_\_\_\_\_ (in words and figures) valid for \_\_\_\_\_ days from \_\_\_\_\_  
 is required to be submitted by the Contractor/Service provider which amount is liable to be forfeited  
 by IIT (BHU), Varanasi in the event of 1) the withdrawal or revision of the offer by the Bidder as a  
 condition within the validity period. (2) non-acceptance of the Letter of Intent /Award of Contract by  
 the bidder when issued within the validity period. (3) failure to furnish the valid contract performance  
 guarantee by the bidder within one month from the receipt of the award of Contract and (4) on the  
 happening of any contingencies mentioned in the bid documents such as

We, the \_\_\_\_\_ Bank at \_\_\_\_\_  
 having our Head office at \_\_\_\_\_ (Local address)  
 Guarantee and undertake to pay immediately on first demand by IIT (BHU) the amount  
 of \_\_\_\_\_ (in figure and  
 words) without any reservation, protest, demur and recourse. Any such demand made by IIT (BHU)  
 shall be conclusive and binding on the Bank irrespective of any dispute or difference. The guarantee  
 shall be irrevocable and shall remain valid up to \_\_\_\_\_ (This date should  
 be 6 months after execution of the order). If any further extension of this guarantee is required the  
 same shall be extended to such required period (not exceeding one year) on receiving instruction  
 from

M/s \_\_\_\_\_ on whose behalf this guarantee is issued.

In witness whereof the Bank, through its authorized officer has set its hand and stamp on this  
 -----day of -----at -----

witness-----

WITNESS (Signature)  
 Name in (Block letters)  
 Designation .....  
 (Staff Code No.) .....  
 (Bank"s common Seal)  
 Official address: Attorney as per power of Attorney No.  
 Date:

**Annexure VII**  
**AFFIDAVIT REGARDING BLACKLISTING/ NON-BLACKLISTING FROM TAKING**  
**PART IN GOVT./PSU/Autonomous Body TENDER**  
**(To be executed on Rs.100/- Stamp paper & attested by Public Notary/Executive Magistrate by the bidder)**

I / We Proprietor/ Partner(s)/ Director(s) of M/S.----- hereby declare that the firm/company namely M/S.----- has not been blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon<sup>ble</sup> Court/ no due towards income tax as on the date of the affidavit in the past by IIT(BHU), Varanasi or any other Government organization/PSU/Central Autonomous Body from taking part in Government/PSU/Central Autonomous Body tenders.

**Or**

I / We Proprietor/ Partner(s)/ Director(s) of M/S. ----- hereby declare that the firm/company namely M/S.----- was blacklisted or debarred/ no Police Case or Vigilance enquiry pending or ever been punished by any Hon<sup>ble</sup> Court/ no due towards income tax as on the date of the affidavit by IIT(BHU), Varanasi, or any other Government Department/PSU/Central Autonomous Body from taking part in Government tenders for a period of ----- years w.e.f.----- . 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 tender/ contract will be rejected/cancelled by IIT (BHU), Varanasi, and EMD/SD shall be forfeited. In addition to the above IIT (BHU), Varanasi, will not be responsible to pay the bills for any completed/ partially completed work.

Signature.....

Name.....

Capacity in which assigned: .....

Name & address of the firm: .....

Date: Signature of Bidder with Seal

Email ID:

Mobil No.

**SECTION IX**

**1. Proforma for Technical Bid**

**(AMC of Water Cooler cum purifier-120PSS of aqua guard, AG-200 and other company water coolers in various hostels, IIT(BHU), Varanasi)**

**(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)**

		<b>Page No.</b>								
1.	Name of Tendering Company/ Firm/ Agency (Attach Certificate of Registration)									
2.	Name of Director/Proprietor of Company/Firm/Agency									
3.	Full Address of Registered Office with (i) Telephone No. (ii) Mobil No. (iii) E-mail									
4.	Full Address of operating/ Branch office with (i) Telephone No. (ii) Mobil No. (iii) E-mail									
5.	Banker of Company/ Firm/Agency with full Address (Attach certified copy of Bank Statement)									
6.	PAN (Attach self attested copy)									
7.	GST No. (Attach self attested copy)									
10.	1. Works experience in last 3 years in any IITs/NITs/Govt. office/PSU/University/Autonomous body with order value of at least Rs. 11 lakhs each.									
11.	<p>Details of successful completed contracts of minimum 1 year duration in providing AMC water coolers services in last 3 years in PSUs/Central/State Government/ Central Autonomous Bodies/Central Research Organisation/ Reputed Hotel/ Reputed Private Organisation</p> <table border="1"> <thead> <tr> <th align="center">Sr. No.</th> <th align="center">Details of client along with address, telephone and e-mail Id</th> <th align="center">Amount of Contract (in Rs.)</th> <th align="center">Duration of Contract (From To)</th> </tr> </thead> <tbody> <tr> <td> </td> <td> </td> <td> </td> <td> </td> </tr> </tbody> </table>	Sr. No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)					
Sr. No.	Details of client along with address, telephone and e-mail Id	Amount of Contract (in Rs.)	Duration of Contract (From To)							
14.	Income Tax returns for last 3 financial years.									
15.	Total annual turnover financial year wise for preceding 3 years at least 25 lacs or above(Attach separate sheet as per the format given below)									
17.	Affidavit stating that the Company/Firm/Agency has not been black listed by Centre/ State Government/ PSU in last 3 years									
18.	Declaration about non- involvement in fraud and corrupt									

	practices (Duly signed and attested)	
19.	Details of Earnest Money Deposit (i) DD No. (ii) Date (iii) Amount (iv) Drawn Bank	
20.	Details of Tender Processing Fees (i) DD/Cheque No. (ii) Date (iii) Amount (iv) Drawn Bank	
23.	Any other details	

Note: Bidders may annex separate sheets wherever required for furnishing above details. However, such sheets must be duly signed with seal and uploaded in .pdf format. Unsigned documents may lead to rejection of bids.

**Proforma for annual turn over (Attach audited documents)**

Description	Financial Year		
	2015-16	2016-17	2017-18
Annual Turnover			
Profit before Tax			
Profit after Tax			
Current Assets			
Current Liabilities			

**Signature (in ink, with date) and Seal of Bidder/Tenderer**

## 2. Proforma for Financial Bid

AMC of Water Cooler cum purifier-120PSS of aqua guard, AG-200 and other company water coolers in various hostels, IIT(BHU), Varanasi)

(Upload duly signed scanned copies of all documents in PDF format on online portal of CPPP)

1. Name of the Service Provider:

Sl no.	Name of Item	Description of Work	Number of Units (approximate)	Rate per unit (Excluding Taxes) (in Rs.)	Taxes (in Rs.)	Discount if any to IIT(BHU)	Total (in Rs.)
1	AMC of Water cooler	<p><b>Specifications:</b></p> <ol style="list-style-type: none"> <li>Consumables will be covered under AMC.</li> <li>Original/Genuine spare parts related to water purifier/purifier cum water cooler/water cooler i.e. PCB, UV Lamp, LED indicator, switches, solenoid valves are covered in AMC.</li> <li>Comprehensive maintenance service will be performed on demand as well as at a periodical interval of 3 months from date of AMC renewal.</li> <li>Service engineer has to visit the site for inspection within 2 working days of filing the complaint.</li> <li>During service visits, water cooler / water purifier/water cooler cum purifier will be thoroughly checked, cleaned, serviced and adjusted.</li> <li>Replacement of compressor should not be considered in AMC plan. However, servicing of compressor is covered under annual maintenance contact warranty/guarantee shall be provided by the firm on replaced compressor.</li> <li>At least one service engineer should be provided in IIT(BHU) during office time is mandatory.</li> <li>Payment should be made on quarterly basis after satisfactory report of work from the concerned Admin Warden of IIT(BHU) hostels.</li> <li>The AMC may be cancelled at any time if the service is not found satisfactory.</li> <li>The Water taps of stainless steel shall be replaced by service provider on payment basis if required.</li> <li>Other work required for comprehensive maintenance of water Cooler.</li> </ol>	<p>Aqua guard 120 PSS water cooler cum purifier - 105 Nos.</p> <p>Aqua guard AG 200 -. 7Nos</p> <p>Other company water cooler- (Blue star, Usha etc.) 9 Nos.</p>				

**Signature (in ink, with date) and Seal of Bidder/Tenderer**

**Note:** 1.Please note that the price should be quoted as per the above minimum quantity, if any per month but monthly billing will be on the basis of actual quantity used. Further