

NATIONAL LAW INSTITUTE UNIVERSITY

Kerwa Dam Road, Bhopal – 462044.

Web: www.nliu.ac.in

Tender Document for RO water purifier at 'NLIU, Bhopal

NOTICE INVITING TENDER

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1. Notice Inviting Tender

The National Law Institute University, Bhopal (hereinafter referred to as the “NLIU”, invites sealed tenders for the “Comprehensive - Annual Maintenance Contract” of RO water purifying Machines installed at various locations within the campus.

2. Procedure

- a. The tender form is available from website: www.nliu.ac.in along with the tender cost of **Rs. 1000/-+ 18% GST** (non-refundable) and EMD of **Rs. 10,000/- against DD of Public Sector Bank in favour of Director, National Law Institute University payable at Bhopal.** Without the above-mentioned tender cost and EMD, the tender of such an agency shall be rejected.
- b. Contract (Terms & Conditions) **Technical Bid and Financial Bid** original document is available website www.nliu.ac.in. Any other copy of the tender document is not be considered,
- c. Please read and understand the terms and conditions carefully. Also, you are requested to visit the institute during working hours to get a clear idea about the work.
- d. The tenderer shall furnish EMD of **Rs.10,000/-** (Rupees ten thousand only) against DD of Public Sector Bank in favour of Director, National Law Institute University payable at

Bhopal. No tender shall be considered unless the EMD and tender cost is so deposited in the required form. No interest shall be paid on this EMD. The EMD of the unsuccessful tenderer shall be refunded after the decision to award the contract is taken without interest. The EMD shall stand absolutely forfeited if the tenderer revokes his tender at any time during the period when he is required to keep his tender open acceptance by the University or after it is accepted by the University the contractor fails to enter into a formal agreement or fails to pay the initial security deposit as stipulated or fails to commence the work within the stipulated time.

- e. The amount of security deposit shall be 5% of the accepted value of tender against Performance Guarantee is to be submitted in the form of Bank Guarantee any Public Sector Bank and shall be deposited within 15 days from the date of the letter of acceptance of tender.
- f. On receipt of intimation of the acceptance of tender from the University the successful tenderer shall be bound to implement the contract and within fifteen days thereof he shall sign an agreement in a non-judicial stamp paper of appropriate value. The Contractor shall bear all costs and expenses and stamp duty in respect of all agreements that may be entered into with the University to give effect to this arrangement. Two copies of the agreement/tender document duly signed by both parties shall be handed over to the contractors.
- g. The date of commencement of the work will be from the date of issue of the Work order/LOI.
- h. Write **“Tender for AMC of RO water purifier”** over the main envelope and clearly mention the **“Technical Bid”** and **“Financial Bid”** in the other two envelopes.
- i. The technical bid shall be opened first and only the eligible Vendors selected by Committee shall be considered in the financial bid which shall be opened on a date further fixed by the Tender Committee. The committee may decide to visit any or all sites as given by the bidder.
- j. The University reserves the right to accept or reject any or all the tenders without assigning any reason.
- k. The main envelope should be addressed/send before the due date and time to (by hand/speed post). University not responsible for any postal delay.
- l. Last Date of Submission of Tender – **01/07/2022 at 12.30 pm** in the Office of Registrar, National Law Institute University, Kerwa Dam Road, Bhopal - 462044

- m. Date and time of opening of technical bid shall be published in the University website: www.nliu.ac.in and also intimate to the agency via mail or telephonically.
- n. Further information regarding the tender see our website: [www:nliu.ac.in](http://www.nliu.ac.in)
- o. Tenders shall remain valid and open for acceptance for a period of 06 months from the date of opening price bid. If the tenderer withdraws his/her offer during the validity period or makes modifications in his/her original offer which are not accepted by the University without prejudice to any other right or remedy the University shall be at liberty to forfeit the EMD.

TECHNICAL BID (To be submitted on Separate Sealed Envelope)

Sealed copy of the document along with other documents and details to be given.

Technical Bid should indicate the following information along with the self-attested photocopies of the supporting documents:

A.	Name & Address of the Company and attach the Profile of the company.	
B.	Proof of incorporation/inception of the Agency/company (attach self-attested copy)	
C.	PAN Number (attach self-attested copy)	
D.	GST registration number, if any (attach self-attested copy)	
E.	Client list with respective work scope of similar nature within last three years. (attach self-attested copy)	
F.	Any other relevant documents (attach self-attested copy)	
G.	Work order copies and successful work completion certificates of organization where the bidder has maintained 50 RO water purifier of capacity 50 LPH or atleast 150 nos of Aqua Guard water purifier at a time for last 3 years. (attach self-attested copy)	
H.	The bidder should have financial turnover at least Rs. 10.0 lakh each for any two years during last 03 years.	
I.	EPF/ Account Number (Attach Proof)	
J.	ESI/ Account Number (Attach Proof)	

***write NA in front of whichever is not applicable**

Name & Signature of the authorized

Person of the firm along with seal

Enc:

1. EMD/Tender Cost against DD in favour of Director, NLIU payable at Bhopal
2. Copies as above

Terms & Conditions for Annual Maintenance Contract for the Repairing & Servicing work of RO water purifier.

SCOPE OF WORK-

- i. Attend breakdown calls and repair of the unit.
 - ii. Preventive service maintenance every three months, during which the bidder shall replace all filters and membrane of the machine apart from this if any complain arises in respect of any reasons it should be attended and required replacement of mal-functioning spares is to be replaced with the new one by the agency. The agency also submits the TDS and Ph Value of all the RO water purifiers along with the quarterly bill.
 - iii. All spares of RO water purifiers like Booster Pump, SMPS, Solenoid Valve, Flood Valve, UV Lamp, UV Choke, Membrane, Filter, Spun, Sediment, Sensor, UV lamps, Drips, Body and Carbon filters, internal electrical interconnections, and internal water interconnections. Auto cut-off functions with all RO water purifiers connected to water coolers and/or water tanks.
- i. This being a comprehensive annual maintenance contract, for the period of one year, it will be extended for further 02 years on the same rates, terms and conditions. If the performance of the agency is found satisfactorily, the bidder is requested to inspect all the "RO water purifying Machines" and become well acquainted very carefully about the nature of work required to be carried out and then quote rates accordingly to make the "RO Water purifying Machines" in perfect working order & to maintain the same in working order. At the end of the contract period, the bidder shall hand over the "RO water purifier", in perfect working order to the new agency. In case, any of the "RO water purifier or part of it" is found not in perfect working condition at the time of handing over, the cost incurred by the University in getting the "RO water purifier or part of it" repaired from other agency, shall be deducted from the amount payable to the tender.

- ii. The Bidder shall use only new and original genuine spares including all other consumable parts etc. and be shown to the Representative of the University before its use, which is needed for the repair of the unit. Nothing shall be supplied by the University. Old replaced parts/material will be the property of the bidder and the rates are to be quoted by the bidder accordingly.
- iii. If, the work is not found satisfactorily, the work can be got done from another agency at the risk & cost of the bidder. A service log book has to be maintained by the bidder, in which all the repair and maintenance work shall be indicated and duly signed by the Representative of the University.
- iv. University will provide nothing to the bidder, except free electricity & water at fixed points, for the completion of the assigned repair works. The rates are to be given accordingly.
- v. The repair works as far as possible be done at the University during University working hours.
- vi. The University will pay no separate charges for cartage for taking the machines or parts to the bidder repair site if so required for any repair. The rate is to be quoted inclusive of all such charges, if applicable, for any type of such repair.
- vii. The Contractor shall adopt all safety measures, which are essential for the execution of the work. The University shall not be responsible for any mishappening that occurred while doing the work; this may please be noted very carefully. The contractor is advised to have the insurance of his staff/workers against any mishappening while attending the work at his own level.
- viii. Bidder is required to deploy a well-trained technician with sufficient numbers of spares required to maintain the RO water purifier. The technician shall undertake preventive service of all the machines, every three months and replace all membranes and filters of the machine.
- ix. The Service Engineer will report and coordinate with the Representative or any other maintenance staff authorized by the University. The Mobile numbers of the service engineer shall be informed to the Representative to have immediate contact with him.
- x. Service provider and his staff have to co-ordinate with the Maintenance staff of the University for the proper functioning of all jobs and require attending to the complaint within 24 hours of complaint.
- xi. Any complaint shall be entertained within 24 hours period from the time of reporting the complaint, otherwise the University may impose a monetary penalty of Rs. 500/- for each failure, in addition to the cost of repairing charges, if the repairing is got done from another agency.

- xii. Preventive/routine maintenance shall also be recorded and shall be duly signed by the concerned person/user.
- xiii. Payment shall be made on a quarterly basis after receiving the bill from the bidder on the satisfactory report from the Representative, subject to TDS and any other taxes as applicable.
- xiv. The number of RO water purifiers may be added or less than the numbers shown above, as decided by the University due to any reason.
- xv. All rights are reserved with the University to consider/reject partly or completely any or all the tenders without assigning any reason.
- xvi. The University has all rights to terminate the contract at any time even when it is in progress.

I / We have inspected the RO water purifying machines, read the above terms & conditions carefully and hereby agree to do the repair work on the above conditions of the University as per rates mentioned by me/us on the enclosed Performa.

Signature of the contractor with seal & full Address.

Penalty for non-compliance & Termination of contract:

- If the complaint is not attended to within the date and time specified as above, University may impose a penalty maximum of Rs. 500/- for each failure.
- Either party can terminate the contract by giving one month's advance notice in writing.

Violation of Agreement:

- Must submit all the deliverables as per agreement
- Any complaint that will not attend within the stipulated time will treat as a violation.

Payment Terms:

- Quarterly Payment shall be made after receiving the bill. All payments are subject to TDS, Taxes etc. as applicable.

Arbitration

All disputes and differences arising between us in connection with this contract shall as far as possible be settled mutually failing which all such disputes shall be referred to arbitration and settlement under provision of Arbitration and Conciliation Act, 1996 and as amended from time to time or any such law for the time being in force in India. Subject to the jurisdiction of Bhopal only.

LIST OF WATER PURIFIER MACHINES AT NLIU BHOPAL

Sr. No.	Place of Installation	Location of Machine	Make of Machine
1	New Boys Hostel	A-Block Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
2	New Boys Hostel	A-Block First Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
3	New Boys Hostel	A-Block Second Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
4	New Boys Hostel	B-Block Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
5	New Boys Hostel	B-Block First Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
6	New Boys Hostel	B-Block Second Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
7	New Boys Hostel	Dining Hall Ground Floor	50 Ltr Aqua Safe RO
8	Old Boys Hostel	A-Block Ground Floor	Reviva RO with water cooler
9	Old Boys Hostel	A-Block First Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
10	Old Boys Hostel	A-Block Second Floor	Reviva RO with water cooler
11	Old Boys Hostel	B-Block Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
12	Old Boys Hostel	B-Block First Floor	Reviva RO with water cooler
13	Old Boys Hostel	B-Block Second Floor	Reviva RO with water cooler
14	Old Boys Hostel	Dining Hall Ground Floor	Reviva RO with water cooler
15	Old Boys Hostel	Kitchen Room	50 Ltr Aqua Safe RO
16	New Girls Hostel	A-Block Ground Floor	Reviva RO with water cooler
17	New Girls Hostel	A-Block First Floor left hand side	Astroblue RO
18	New Girls Hostel	A-Block First Floor right hand side	Astroblue RO

19	New Girls Hostel	B-Block Ground Floor left hand side	Reviva RO with water cooler
20	New Girls Hostel	B-Block Ground Floor right hand side	Reviva RO with water cooler
21	New Girls Hostel	B-Block First Floor left hand side	Reviva RO with water cooler
22	New Girls Hostel	B-Block First Floor right hand side	Reviva RO with water cooler
23	New Girls Hostel	C-Block Ground Floor	Astroblue RO
24	New Girls Hostel	C-Block First Floor left hand side	Astroblue RO
25	New Girls Hostel	C-Block First Floor right hand side	Reviva RO with water cooler
26	New Girls Hostel	Dining Hall Ground Floor	Astroblue RO
27	Old Girls Hostel	Wing 'A' Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
28	Old Girls Hostel	Wing 'A' First Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
29	Old Girls Hostel	Wing 'A' Second Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
30	Old Girls Hostel	Wing 'A' Ground Floor Dining Hall	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
31	Old Girls Hostel	Wing 'B' Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
32	Old Girls Hostel	Wing 'B' First Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
33	Old Girls Hostel	Wing 'B' Second Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
34	Old Girls Hostel	Kitchen Room Ground Floor	50 Ltr Aqua Safe RO
35	Guest House	Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
36	Administrative Block	Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
37	Sports Complex	Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler

38	Dispensary	Ground Floor	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler
39	Library	Ground Floor	Astroblue RO
40	Library	First Floor	Aquagurd Hot & Cold
41	Library	Second Floor	Aquagurd Hot & Cold
42	Library	Third Floor	Aquagurd Hot & Cold
43	Second Academic Block	Ground Floor	Reviva RO with water cooler
44	Second Academic Block	First Floor	Astroblue RO
45	Teaching Block	Ground Floor left hand side	Astroblue RO
46	Teaching Block	Ground Floor right hand side	Astroblue RO
47	Teaching Block	First Floor left hand side	Astroblue RO
48	Teaching Block	First Floor right hand side	Astroblue RO
49	Convention Centre	First Floor right hand side	Astroblue RO
50	Director Bungalow	Ground Floor	Eureka Forbes Genius
51	Warden Residence	Ground Floor	KENT RO

PROFORMA FORMAT

FOR CONTRACT PERFORMANCE GUARANTEE

Ref. No. _____ Dated: _____

Bank Guarantee No. _____

To,

National Law Institute University
Kerwa Dam Road,
Bhopal – 462044, M.P
Tel: 0755-2696965, 269671, Telefax: 0755-2696965

Dear Sirs,

In consideration of National Law Institute University with its Registered Office at NLIU, Kerwa Dam Road,

Bhopal – 462044, (hereinafter called the “Owner” which expression shall unless repugnant to the subject or context include its successors and assigns) having entered into a contract No.

_____ dated _____ (hereinafter called the Contract” which expression shall include all the amendments thereto) with M/s _____ having its office

at _____ (hereinafter referred to as the ‘Contractor’) which expression shall, unless repugnant to the context or meaning hereof include all its successors, administrators, executors and assignees) and NLIU having agreed that the Contractor shall furnish to NLIU a performance guarantee for Indian Rupees for the faithful performance of the entire contract.

We (name of the bank) _____ registered under the laws of

_____ having office at _____ (hereinafter referred to as “the Bank” , which expression shall, unless repugnant to the context or meaning thereof, include all its successors, administrators, executors and permitted assignees) do hereby guarantee and undertake to pay immediately on first demand in writing any/all moneys to the extent of Indian Rs./ (in words) _____

without any demur, reservation, contest or protest and/or protest and/or without any reference to the Contractor. Any such demand made by NLIU on the bank by serving a written notice shall be conclusive and binding, without any proof, on the bank as regards the amount due and payable, notwithstanding any dispute(s) pending before any Court, Tribunal, Arbitrator or any other matter or thing whatsoever, as liability under these presents being absolute and unequivocal and shall continue to be enforceable until it is discharged by NLIU in writing. This guarantee shall not be determined, discharged or

affected by the liquidation, winding up, dissolution or insolvency of the Contractor and shall remain valid, binding and operative against the bank.

The Bank also agrees that NLIU at its option shall be entitled to enforce this Guarantee against the bank as a principal debtor, in the first instance, without proceeding against the Contractor and notwithstanding any security or other guarantee that NLIU may have in relation to the Contractor's liabilities.

The Bank further agrees that NLIU shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said contract or to extend time for performance by the said Contractor(s) from time to time or to postpone for any time or from time to time exercise of any of the powers vested in NLIU against the said Contractor(s) and to forbear or enforce any of the terms and condition relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act or omission on the part of NLIU or any indulgence by NLIU to the said Contractor(s) or any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

The Bank further agrees that the Guarantee herein contained shall remain in full force during the period that is taken for the performance of the contract and all dues of NLIU under or by virtue of this contract have been fully paid and its claim satisfied or discharged or till NLIU discharges this guarantee in writing, whichever is earlier.

This Guarantee shall not be discharged by any change in our constitution, in the constitution of NLIU or that of the Contractor.

The bank confirms that this guarantee has been issued with observance of appropriate laws of the country of issue.

The Bank also agrees that this guarantee shall be governed and constructed in accordance with Indian Laws and subject to the exclusive jurisdiction of Indian Courts of the place from where the purchase order has been placed.

Notwithstanding anything contained hereinabove, our liability under this Guarantee is limited to Indian Rs./(in figures) _____ (Indian Rupees/ in Words) _____ I and our guarantee shall remain in force until _____ (indicate the date of expiry or bank guarantee, any claim under this Guarantee must be received by us before the expiry of this Bank Guarantee. If no such claim has been received by us by the said date, the rights of NLIU under this Guarantee will cease. However, if such a claim has been received by us within the said date, all the rights of NLIU under this Guarantee shall be valid and shall not cease until we have satisfied that claim.

I, _____, Secretary, _____, has
on _____, _____, the

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this _____ day of _____ 2022 _____

WITNESS NO 1

(Signature)

Full name and official

Address (in legible letters)

(Signature)

Full name, designation

Address (in legible letters)
with

WITNESS NO. 2

Attorney as per Power of

Attorney No

Date-

AMC OF RO WATER PURIFIER

PRICE BID

S.No	Description	Unit	Rate	Amount
1	Aqua Pure Chill 80 SS RO+UV 50 LPH with water cooler	19		
2	Reviva RO with water cooler	12		
3	50 Ltr Aqua Safe RO	3		
4	Astroblue RO	12		
5	Aquagurd Hot & Cold	3		
6	KENT RO	1		
7	Eureka Forbes Genius	1		
	TOTAL	51		
	GST			
	GRAND TOTAL			

NOTE: The agency must be quoted the amount of GST, if not the tender shall be rejected.