



निविदा/फाईलसंख्या TENDER/File NO: 4(AMC)/05/21-22/PUR/T-02

दिनांक Date: 20.05.2022

निविदाप्रपत्र TENDER DOCUMENT

For Annual Maintenance Contract Of

Air Conditioners (ACs) and Central AC Plant

सीएसआईआर- उत्तरपूर्वविज्ञानएवंप्रौद्योगिकीसंस्थान
जोरहाट- 785 006 (असम), भारत

CSIR- North East Institute of Science and Technology
Jorhat – 785 006 (Assam), INDIA

दूरभाष Tel: 0376- 2372710
ई पी ए बी एक्स EPABX: 2370117, 2370121, 2370139
ईमेल Email: spo@neist.res.in

INSTRUCTION TO BIDDERS

01	Quotation has to be submitted online only on https://etenders.gov.in
02	Quotation has to be submitted in INR only
03	EMD/Bid Securing Declaration: All the bidders have to submit Bid Securing Declaration in the given format [Annexure – C] in place of EMD/Bid Security.
04	Only Relevant Documents (Technical Brochures/Leaflets Etc.) Required In Support Of The Quoted Item Have Been attached. No Irrelevant Papers like ITCC, User Recommendations etc. Have Been Enclosed Unless Specifically Asked For.
05	The following Documents/information attached/mentioned with/in technical bid : GST Certificate/GST No., RTGS/Bank details, Latest Partial User List
06	Single Combined Offer Has Not Been Submitted OR 'Price Bid' Has Not Been attached In The 'Technical Bid'. If it is done, it will be accepted at bidders' risk.
07	Performance Security: Performance Security will be required @3% of Order/Contract value valid for a period of contract period plus two months (i.e. 1 year + 2 months) [format as per 'Annexure-D', if given in the form of BG] The Performance security shall be in one of the following forms: (a) A Bank guarantee or stand-by Letter of Credit issued by a Nationalized/ Scheduled bank located in India in the form provided in the bidding documents. Or (b) A Banker's cheque or Account Payee demand draft in favour of the purchaser. Or, (c) A Fixed Deposit Receipt pledged in favour of the Purchaser.



खुली निविदा आमंत्रण सूचना / NOTICE INVITING OPEN TENDER

महोदय / महोदया
Sirs / Madam

निदेशक, सीएसआईआर - एनईआईएसटी, सीएसआईआर की ओर से सेवा प्रदाताओं से निम्नलिखित सेवा के वार्षिक रखरखाव अनुबंध के लिए दो बोली प्रणाली के तहत निविदाएं आमंत्रित करता है।

Director, CSIR – NEIST, on behalf of CSIR, invites Tenders under **Two Bid System** for Annual Maintenance Contract of the following service from Service Providers.

क्र.सं Sl. No.	टेंडर सं Tender No.	वस्तुविवरण Description of Service	Quantity	Single/Two bid
1.	4(AMC)/05/21-22/PUR/T-02	Annual Maintenance Contract of Air Conditioners (ACs) and Central AC Plant at CSIR-NEIST, Jorhat for a period of 1(one) year	As per annexure - A	Two Bid
<p>Last Date and Time for Submission of Bids: 10.06.2022 at 04:00 P.M. Date and Time of Opening of (Technical) Bids: 13.06.2022 at 11:00 A.M.</p>				

1. इच्छुक निविदाकर्ता विस्तृत जानकारी एवं निविदा प्रपत्र सी पी पी वेबसाइट <https://eprocure.gov.in/cppp> एवं <https://etenders.gov.in/eprocure/app> और कार्यालयी वेबसाइट <https://www.neist.res.in> से नि:शुल्क प्राप्त और डाउनलोड कर सकते हैं।

Interested Bidders may obtain further information and download Tender document from the CPP Portals <https://eprocure.gov.in/cppp> & <https://etenders.gov.in/eprocure/app> and our website <https://www.neist.res.in> free of cost.

2. समस्त निविदाएं केवल etenders.gov.in वेबसाइट के माध्यम से ही जमा की जानी है।
All bids to be submitted online through etenders.gov.in only.

3. यदि क्रेता के कार्यालय द्वारा निविदा खुलने का दिन छुट्टी का दिन घोषित हो जाता है तो निविदाएं अगले कार्यदिवस पर पूर्वनिश्चित समय पर रखुलेंगी।

In the event of the date specified for opening being declared as a closed holiday for purchaser's office, the due date for opening of bids will be the following working day at the appointed time.

4. कोटेशन क्रेता द्वारा दिये गए प्रपत्रमे ही होना चाहिए और शोधन और कांट-छांट से मुक्त होना चाहिए।

The quotation must be in the form furnished by the Purchaser and should be free from corrections/erasures.

5. लागू नियम / अधिनियम / कानून के प्रावधान अनुसार स्रोत पर कर कटौती वसूला जाएगा।
IT / GST TDS would be recovered as per applicable rule / regulations / provisions of law.

6. क्रेता भारत सरकार के क्रय नीति के अनुसार मूल्य अधिमान देने को तैयार है। ये सम्बंधित नीतिया हैं - एम एस ई आदेश 2012 (समय समय पर परिवर्तित) के अनुसार सूक्ष्म एवं लघु उद्यम को अधिमान

The purchaser intends to give price preference on submission of required documents in line with the government of India Procurement Policy related to **Preference to Micro and Small Enterprises** as per MSE order 2012 amended time to time and.

7. निविदा की शर्तें (अधोमुख पर मुद्रित), यदि कोई हो, या निविदा के संग भेजी गई हो तो, हम पर बाध्य नहीं होगा।

Tender conditions (printed on the reverse), if any, or otherwise sent along with the tender shall not be binding on us.

8. उपरोक्त सभी अनुदेश और हमारे सामान्य निबंधन और शर्तों का अनुपालन करना होगा जिसके न होने पर आपका प्रस्ताव अस्वीकार किया जा सकता है।

All the above instructions and our standard terms and conditions must be complied failing which your offer may be liable for rejection.

9. निदेशक, सीएसआईआर- निस्ट, जोरहाट को बिना कोई कारण बताये किसी भी निविदा के एक भाग अथवा सम्पूर्ण रूप से स्वीकृत अथवा अस्वीकृत करने अथवा आपूर्ति आदेश को विभाजित करने अथवा निविदा प्रक्रिया को रद्द करने का अधिकार है।

The Director, CSIR-NEIST, Jorhat reserves the right to accept or reject any or all bid(s) either in part or in full or to split the order, or to annul the bidding process without assigning any reason.

10. क्रेता विज्ञान एवं प्रौद्योगिकी विभाग, भारत सरकार में रजिस्टर्ड है. अतः नोटिफिकेशन संख्या 47/2017- एकीकृत कर (दर) एवं नोटिफिकेशन संख्या 45/2017- केंद्रीय कर (दर) एवं समान राज्य कर (दर) द्वारा लागू जी एस टी उपयुक्त माल पर रियायती दर पर देय है।

The Purchaser is registered with Dept. of Scientific & Industrial Research, Govt. of India and hence concessional GST are leviable vide Notification No.47/2017-Integrated Tax (Rate) and Notification No.45/2017-Central Tax (Rate) both dated 14th November, 2017 and similar State Tax (Rate) notifications on the applicable goods.

**भण्डार एवं क्रय अधिकारी
Stores & Purchase Officer**

ANNEXURE – A

Tender No.: 4(AMC)/05/21-22/PUR/T-02

Date: 20.05.2022

Sl. No.	Description of Item / Service	Qty.
1.	Annual Maintenance Contract of Air conditioners and Central AC Plant installed at various locations at CSIR-NEIST, Jorhat, for a period of One year:	As per tender document
<p>➤ The period of AMC will be for one year from the date of award of order/taking over the job.</p> <p>➤ Price comparison will be done on overall basis.</p>		
Note: Terms and conditions of AMC, the list of ACs installed at various places in CSIR-NEIST, Jorhat and list of Spare Parts has been mentioned below		

Terms and Conditions of AMC for Air conditioners and Central AC Plant:

1. The Annual Maintenance Contract is for the period of one year from **01/07/2022** to **30/06/2023**
2. The service provider shall provide direct services and shall not employ sub-contractors.
3. Preventive Maintenance: Should be done in every month on all Air conditioners and Central AC Plant, and report should be submitted to Group Leader(GL) General Engineering Division.
4. Technical Requirement:

(I) The bidder must have experience of handling the AMC following types of AC's

- Windows type (all capacity)
- Split type (all capacity)
- Floor standing type (all capacity)
- Cassette type (all capacity)

(Documentary evidence has to be provided).

(II) Must have experience in handling the AMC of open type central air-conditioning plant of capacity not less than 50 tonnes. **(Documentary evidence has to be provided)**

(III) The bidder must have at least 5 years' experience of AMC in the above-mentioned AC's and central AC plants of point no (I) & (II) above.

5. Spares/Consumable:

(I) The service Engineers should make arrangement to keep adequate spares (List enclosed) at CSIR-NEIST, Jorhat, Assam in Refrigeration Section including gas re-filling in all AC's. Use of these spares will not be paid separately and is a part of AMC of the AC's and central AC Plant mentioned in point 4 above.

(II) The service Engineers should make arrangement for keeping the spare parts and gas for Central AC Plant. The cost of the central AC plant gas to be provided in the bid separately. This rate should be negotiable at the time of order and this rate will not be considered during price comparison.

(III) If required on urgent basis the AMC contractor has to provide all spares and accessories and later the cost of procurement shall be billed to CSIR-NEIST.

6. Shifting and Re-installation of AC Units: In the event of any existing AC units requiring Shifting /dismantling and re-installation, the AMC Contractor shall execute the assigned work in consultation with the user/indenter. The installation charges, depending on the nature and quantum of the work thus executed, shall be billed to CSIR-NEIST. The rates for such type of works should be fixed separately along with the AMC contract rates mentioning the type

of AC Units and the bidder should provide these rates in their offer. These rates should be negotiable at the time of order and the rates will not be considered during price comparison.

7. Repairing of spares parts/Accessories: The rate for repairing of spare parts and accessories (List enclosed) should be mentioned separately. These rates should be negotiable at the time of order and the rates will not be considered during price comparison.

8. Deployment of service Engineers: One Service Engineer should be stationed at CSIR-NEIST (Jorhat) from 8.30 A.M. to 5.30 P.M. on all working days and if necessary, on holidays, Sundays and Saturdays and also for attending to emergency calls whenever required to do so. They should report to refrigeration Section daily. The service Engineer should not be changed except in special cases and in such cases, it should be done in consultation with CSIR-NEIST (Jorhat, Assam). The necessary safety devices (Belt, Shoes, etc.) for the service personal must be ensured by the selected bidder.

9. Mode of Operation:

- (i) A record book/ Register should be maintained at the Refrigeration Section and all Calls pertaining to any breakdown service required should be entered there. After attending the call, the Service Engineers should get the signature from the indenter and refrigeration section in the record book. All breakdown calls be attended immediately.
- (ii) The Service Engineer is not allowed to attend any personal call made by CSIR-NEIST (Jorhat, Assam) staff. Any call to attend a system which is not covered under AMC should be made by after informing and either permission from refrigeration Section. The Service Engineers is also required to comply with all other general instructions which may be issued by CSIR-NEIST from time to time
- (iii) All technicians and helpers posted on duty shall sign the attendance provided for the purpose. Repeated absence/default in this regard may lead to termination of contract.
- (iv) Notice period for termination of contract shall be 1(One) month by either party. However in this case, the contractor shall continue the service on the same terms until a new contractor is in place. In case of unwillingness of the contractor to do so, CSIR-NEIST reserves the authority to execute the required services departmentally or through other sources, but at the risk and cost of the said contractor.
- (v) It shall be the responsibility of the AMC contractor to ensure that all the AC's along with their Voltage Stabilizers, and also the Central AC Plant of the Institute, work satisfactorily from the start to the end of the contract period.
- (vi) The selected AMC Contractor shall, at the end of the service period/termination of Contract, hand over the AC units in working conditions to the successors AMC contractors/ Institute.
- (vii) Any AC installed under the supplier's warranty shall stand included under annual maintenance Contract after expiry of the Warranty period of that AC and Maintenance services for that AC will have to be undertaken immediately by the service provider but the charges for these added AC's will not be paid for that running Quarter and will be started from the next Quarter.

Likewise if any AC(s) is/are excluded from AMC by CSIR-NEIST, the payment for that quarter in which it has/have been excluded will not be made.

10. Payment

- (i) Payment will be made on quarterly basis at actual {for the total no. Of Ac's under AMC in that quarter sub. to clause -9(vii) above} on submission of quarterly bill duly

certified by HOD/GL (ESTD) after rendering satisfactory for each quarter starting from date of order

- (ii) The payment for the final quarter shall be made to the contractor at the end of contract period only after complication of handing over all the AC units in working conditions to the successor AMC contractor and after receipt of take-over note in this regard.

11. Downtime penalty: If any Air conditioner/ Central AC Plant is not service within a week on service call, an amount of 2% of cost of AMC of that particular AC will be deducted per completed week from the AMC amount limited to maxi. Mount of AMC for that quarter for that AC. If problem continues in next quarter, this 2% charge will again be started from the beginning and maxi. Limit will apply for this quarter and so on.

If the defect is due to the part not covered under AMC, the time taken by the NEIST for arranging the same will not be counted for imposing penalty. Moreover, if defects are not rectified within the stipulated period and any stand by unit has been provided by the service provider, then also such period will not be counted for penalty.

12. The AMC period may be extended sub. to satisfactory performance, as per the same rates, terms & conditions.

13. The quantity of Air Conditioner may increase or decrease as per requirement of CSIR-NEIST, Jorhat, Assam.

14. Director, CSIR-NEIST, Jorhat, Assam, shall be the sole arbitrator in case of any disputes relating to this contract.

List of Spare Parts to be maintained at CSIR-NEIST, Jorhat [Ref: 5(I)]	
Sl. No.	Parts Name
1.	Capacitor (Running/Starting)
2.	Relay
3.	Thermostat
4.	Plug Top & Socket
5.	Manual Knob
6.	Air Filter
7.	Gas for Ac's except Central Plant
8.	Cooling And Heating Sensor
9.	Swing Motor
10.	Flare Nut & Straight connector

❖ List of Spare Parts, Repairing of Spare Parts and other requirements for which rates to be provided by the bidder [Ref: 5(II), 6 and 7]	
Sl. No.	Name / Items
1.	Repairing of PCB all type/capacity of ACs
2.	Repairing of Fan Motor all type/capacity of ACs
3.	Repairing of Stabilizer
4.	Central AC plant gas
5	Shifting/ dismantling and reinstallation of all types/ capacity of AC's.
❖ Note: Rates are not part of price comparison	

Numbers of ACs installed at various locations inside the premise of CSIR-NEIST, Jorhat, Assam			
Sl. No.	A.C. Type	Capacity (Ton)	Quantity (Nos.)
1.	Window Type Air-conditioner	1.0	14
		1.5	56
2.	Split Type Air-conditioner	1.0	06
		1.5	169
		2.0	30
3.	Floor Standing Type Air-conditioner	3.0	40
		4.0	05
4.	Cassette Type Air-conditioner	1.5	24
		2.0	14
		3.0	09
		4.0	04
5.	Central Air-conditioner	25.0	02

S/d.
भंडार एवं क्रय अधिकारी
Stores & Purchase Officer

ANNEXURE – C

BID SECURING DECLARATION FORM

Date: _____

Bid No. _____

To (insert complete name and address of the purchaser)

I/We. The undersigned, declare that:

I/We understand that, according to your conditions, bids must be supported by a Bid Securing Declaration.

I/We accept that I/We may be disqualified from bidding for any contract with you for a period of one year from the date of notification if I am /We are in a breach of any obligation under the bid conditions, because I/We

- (a) have withdrawn/modified/amended, impairs or derogates from the tender, my/our Bid during the period of bid validity specified in the form of Bid; or
- (b) having been notified of the acceptance of our Bid by the purchaser during the period of bid validity (i) fail or reuse to execute the contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with the Instructions to Bidders.

I/We understand this Bid Securing Declaration shall cease to be valid if I am/we are not the successful Bidder, upon the earlier of (i) the receipt of your notification of the name of the successful Bidder; or (ii) thirty days after the expiration of the validity of my/our Bid.

Signed: (insert signature of person whose name and capacity are shown) in the capacity of
(insert legal capacity of person signing the Bid Securing Declaration).

Name: (insert complete name of person signing the Bid Securing Declaration)

Duly authorized to sign the bid for an on behalf of : (insert complete name of Bidder)

Dated on _____ day of _____ (insert date of signing)

Corporate Seal (where appropriate)

(Note: In case of a Joint Venture, the Bid Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid)

ANNEXURE – D

Format for declaration by the Bidder for Code of Integrity & conflict of interest
(On the Letter Head of the Bidder)

Ref. No: _____ Date _____

To,

(Name & address of the Purchaser)

Sir,

With reference to your Tender No. _____ dated _____

I/We, _____ hereby declare that we shall abide by the Code of Integrity for PublicProcurement as per General Financial Rules 2017 (Rule 175) and have no conflict of interest.

The details of any previous transgressions of the code of integrity with any entity in any country during the last three years or of being debarred by any other Procuring Entity are as under:

- a
- b
- c

We undertake that we shall be liable for any punitive action in case of transgression/ contravention of this code.

Thanking you,

Yours sincerely,

Signature
(Name of the Authorized Signatory)
Company Seal

ANNEXURE – E

PERFORMANCE SECURITY FORM

To

(Name of Purchaser)

WHEREAS _____

(Name and address of the supplier) (Hereinafter called "the Supplier") has undertaken, in pursuance of contract No. _____ dated _____ to supply (description of goods and services) ((hereinafter called "the Contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of _____

_____ (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ____ day of _____, 20 ____.

(Signature of the authorized officer of the Bank)

Name and designation of the Officer

Seal, name & address of the Bank and address of the Branch.