

राष्ट्रीय प्रतिरक्षाविज्ञान संस्थान

**NATIONAL INSTITUTE OF
IMMUNOLOGY**

Aruna Asaf Ali Marg, New Delhi 110067

(Ph. No. 011-26171121-45 & 26717010-19)

TENDER DOCUMENT

FOR

**Comprehensive annual maintenance contract
of "EMERSON MAKE" precision air-
conditioning units at NII, New Delhi**

राष्ट्रीय प्रतिरक्षाविज्ञान संस्थान

NATIONAL INSTITUTE OF IMMUNOLOGY

Aruna Asaf Ali Marg, New Delhi 110067

NII/EE/Elect/92(VI)/NIT/17-18/07

Date 18.05.17

NOTICE INVITING TENDER

Sealed tenders are invited in two parts, (I-Technical Bid and II- Price Bid) on behalf of the Director, NII for the work “**Comprehensive annual maintenance contract of "EMERSON MAKE" precision air-conditioning units at NII, New Delhi**” from OEM or from specialized agency executed CAMC of Emerson make precision air conditioning units **in any Central Govt./State Govt./PSU/Autonomous bodies and other Govt. Departments**, as per schedule of work and General Terms & Conditions available in the Institute office and on the Institute’s website www.nii.res.in and [CPPP web site](#).

Executive Engineer, NII

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1. Name of Work : **“Comprehensive annual maintenance contract of "EMERSON MAKE" precision air-conditioning units at NII, New Delhi”**
2. Estimated Cost : ₹ 4,61,000/-
3. Earnest Money : ₹ 12,000/-
4. Last Date of sale of tender : 05.06.17
5. Last date of receipt of tender : 06.06.17 (up to 3.00 PM)
(Both Technical & Price Bids)
6. Date of opening of tender : 06.06.17 (at 3.30 PM)
(Technical Bid only)
7. Time for completion of job : One Year
8. Cost of tender : ₹ 500/- (Non- refundable)
9. **Prequalification criteria:**
 - a) Original manufacturers of Emerson make precision air conditioning unit or Specialized agency (who have executed and executing CAMC of Emerson make precision air conditioning units and having sufficient stock/support for providing services & spares parts during contract period) only may submit the tender.
 - b) ‘OEM or Specialized agency’ should be specialized in the similar nature of works. A proof to this effect must be submitted along with the technical bid. Similar work means CAMC of Emerson make precision air conditioning units and having sufficient stock/support for providing services & spare parts.
 - c) ‘OEM or Specialized agency’ should have executed at least one similar works of AMC/CAMC for EMERSON MAKE precision air conditioning units for not less than ₹ 3.69 Lakh or two similar work not less than of ₹ 2.30 Lakh each or three similar work not less than of ₹ 1.84 Lakh each in any Central Govt./State Govt./PSU/Autonomous bodies and other Govt. Departments during last **seven financial years** (Similar work means AMC/CAMC of EMERSON MAKE precision air conditioning units). This may be inspected (at the risk and cost of Bidder) by the Engineer-in-charge if required. **Tenderer shall have to submit (with Technical Bid) all supporting documents i.e Completion certificate**

(with name of work, period of work and value etc.) issued by the competent authority etc.

and

At least one live contract for CAMC of Emerson make precision air conditioning units in research laboratory of any Central Govt./State Govt./PSU/Autonomous bodies and other Govt. Departments.

- d) ‘OEM or Specialized agency’ should have competent personnel stationed in the office/service centre in Delhi/NCR. The service Centre in Delhi must also be stocking spares for providing prompt services during contract period/defect liability/guarantee period and after that if required by the Institute. **A proof to the effect must be furnished.**
- e) ‘OEM or Specialized agency’ **shall have valid electrical licence or give an undertaking that for carrying out electrical works, they shall employ workman having valid electrical license issued from competent authority.**
- f) The company shall attached copy of **ITCC or ITR for Assessment year 2014-15, 2015-16 & 2016-17.**
- g) An affidavit in a e-stamp paper of Rs. 50/- (duly notarized) to the effect that ‘OEM or Authorized Service Agency of OEM or Specialized agency’ undertakes that :
- (i) There is no complaint against me/us (Tenderer/Bidder) from any of the Govt. Deptts. / Govt. Institutions etc. towards ‘delay/non-attending of complaints/AMC/CAMC of EMERSON MAKE precision air conditioning units service. during last three years.
- (ii) The documents submitted by the Bidder are genuine and undisputable and in the event of it coming to notice at a later date that the documents are not genuine, Bidder shall be liable for action and such compensation payable to NII as may be decided by the Institute.
- (iii)The Tenderer/Bidder will not withdraw his/their Tender after opening of Technical Bid and if done so; his/their EMD may be forfeited.
- (iv)The Tenderer/Bidder will not sublet or subcontract the work (if awarded to them) and if done so; the penalty shall be payable by him to NII as may be decided by the Institute.

Copy of all documents of pre-qualification criteria and as asked for in the tender may please be attached with the Technical Bid ONLY. In case of short fall of any documents/cost of tender/EMD, tender will summarily be rejected and no queries will be entertained in this regards. Decision of the NII authority shall be final in this regards. ALL DOCUMENTS PERTAINING TO THE REQUIREMENT OF THE PREQUALIFICATION CRITERION WILL BE FURNISHED IN THE ‘TECHNICAL BID’S ENVELOPE ONLY

The offer shall remain open for at least 120 days from the date of opening of Price Bids. The cost of tender (if down loaded from web site) and Earnest Money shall be accepted only in the form of Demand Draft/Pay order drawn in favour of the ‘Director, NII’ & payable at New Delhi, failing which the bid will summarily be rejected.

Executive Engineer, NII

GENERAL TERMS AND CONDITIONS

Name of Work: Comprehensive annual maintenance contract of "EMERSON MAKE" precision air-conditioning units at NII, New Delhi.

1. The work shall be done as per the instruction and prior approval of Engineer-in-charge of National Institute of Immunology (Hereinafter referred to NII).
2. The bidders may visit/examine the site and its surrounding from 22.05.17 to 05.06.17 on any working day between 2:00 PM to 04:00 PM by prior appointment with the Engg-in-charge to assess the accessibility and assess the scope of works before submitting their offer. No claims later on in regard to the site and its surrounding or any matter relating thereto shall be entertained. The bidders shall arrange & maintain at his (their) own cost all materials, Tools & Plants, security (for their man/materials), storage for material and facilities to the workmen for executing the work. A certificate for the site inspection should be duly signed by Engg-in-charge as per annexure-II.
3. The cost of tender document is ₹ 500/- (**Non-refundable**). In case the tender document is down loaded from the web site www.nii.res.in and [web site of CPPP](#), the above mentioned cost of the tender document will have to be paid through a separate Demand-Draft drawn in favour of “**Director, NII**” payable at New Delhi along with the Technical Bid, failing which the bid will summarily be rejected.
4. An Earnest Money Deposit (EMD) of ₹ 12,000/- (**Rupees Twelve Thousand Only**) has to be enclosed along with the Technical Bid (Part-I). The EMD shall be only in the form of Demand Draft drawn in favour of “**Director, NII**”, payable at New Delhi, along with the Technical Bid, failing which the bid will summarily be rejected. No Cheque / Cash shall be accepted as EMD.
5. The rates mentioned in the technical and in the financial bid shall be inclusive of all WCT, Excise Duty, VAT, Service Tax, Duties, Octroi, Packing, Forwarding, Cartage, Insurance, Loading-unloading, road permit/state entry permit and Delivery, Installation, Testing , Commissioning, etc at site including temporary constructional Storage, Risks, Overhead Charges, General Liabilities/ Obligations etc and any other taxes as applicable. Any variation in the above said taxes till the completion of the work will also be in the bidder’s account.
6. **The bidder shall attach copy of PAN Card.**
7. **The bidder shall attach copy of TIN & Service tax registration number.**
8. Duly sealed tenders shall be dropped in the tender box placed at the reception counter of the Main NII building. Technical Bid MUST contain one Xerox copy of the unfilled bid document duly signed and stamped on each page as a token of acceptance of all terms and conditions /clauses of the tender enquiry.
9. The conditional bids shall not be considered under any circumstances and rejected without any notice.
10. All bids shall be the property of NII, and tenderer will lay no claim whatsoever on the same.
11. Director, NII reserves the right to reject any or all the tenders in full or in part without assigning any reasons whatsoever, and the decision of the NII in this regard will be binding on all the bidders. Bidders not complying with any of the provisions stated in this tender document are liable to be rejected. Director, NII reserves the right to accept or reject any tender without assigning any reason and does not bind himself to accept the lowest tender.
12. **Payment terms as follow: -**
 - a) **No advance payment will be made.**

b) Running/Part payment can be made against actual work executed & measured as per scope of work.

13. Income Tax and surcharge will be deducted as per Govt. of India rules.
14. No Tools & Plants shall be supplied by the NII.
15. (i) Successful bidder shall deposit an amount equal to 10% of the tendered and accepted value of the work as performance guarantee (in the form of DD, FDR, BG etc) within 10 days of issue of award/LOI letter. The performance guarantee shall be valid till the completion of contract period.
16. Earnest Money Deposited by the successful bidder shall be converted into security deposit or release after submission of performance guarantee under clause 15 (i) above.
17. Time allowed for completion of work shall be **one year** which shall be reckoned from tenth day from the date of award letter or letter of intent.
18. In case the successful bidder resiles from the offer within the validity of tender, the earnest money will be forfeited. Similarly if successful contractor fails to commence the work within 20 day from the date of issue of award letter, the amount of earnest money will also be forfeited besides blacklisting the firm.
19. Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay compensation at the rate of **1.5%** of the tendered value of the work per week of delay on the part of the bidder subject to a maximum of **10%** of the total tendered value of work. The decision of competent authority of NII or the Director on the delay shall be final and binding.

However, for any reason beyond the control of the bidder the extension of time may be granted upon application by the bidder in prescribed format. No claim for any compensation during the extended period shall be entertained and the NII's decision in this regard shall be final.

20. If bidder at any time makes default during currency of work or does not execute any part of the work with due diligence or Commits default in complying with any of the terms and conditions of the contract and does not initiate any remedy for it or takes effective steps for its remedy or Fails to complete the work(s) or items of work with individual dates of completion, on or before the date(s) so determined, and does not complete them within the period specified in the notice given in writing in their behalf by the Engineer-in-charge.

The Engineer- in-charge without prejudice to any other right or remedy against the bidder which have either accrued or accrue thereafter to the Government, by a notice in writing to take the part work / part incomplete work of any item(s) out of his hands and shall have powers to take possession of the site and any materials, constructional plant, implements, stores, etc., thereon; and/or Carry out the part work / part incomplete work of any item(s) by any means at the risk and cost of the bidder.

21. Director, NII reserves the right to terminate the contract without any reference or any notice period on account of poor workmanship, non-compliance of set norms/specifications for the works, delay in progress of work, violation of any contract provisions by the bidder, failure to start the work at NII, within 20 days from date of issue of Letter of Intent (L.O.I). The contract can also be terminated at the request of contractor within 10 days from the date of issue of LOI order. In such cases the bidder is liable to pay Liquidated damages @ 5% of tendered value besides forfeiting performance guaranty /security deposit/EMD.
22. NII shall be fully empowered to expel any of the bidder's staff in case of any indiscipline/misconduct/violence.

23. The bidder should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII.
24. Water & electricity required for the job shall be made available free of cost by the NII. However, necessary piping, valve, wiring, cabling, lamps, switches & sockets, main switches, halogen/tube light fitting and tapping from existing line/connection including labour have to be arranged by the bidder at their own risk & cost
25. The bidder shall supply materials at site with manufacturers test certificate and challan as desired by the Engineer-in-charge.
26. All materials brought at site shall be got approved by the Engineer-in-charge before being used. If rejected, the same shall be removed immediately. The material of only approved make shall be brought at site.
27. The bidder shall depute their own security staff for watch and ward of their materials supplied/ installed at site till the final handing over of the complete work and temporary lockable shed/Almirah etc. shall be arranged by bidder at his own risk and cost. No accommodation/ staff/ lockable space will be provided by NII under any circumstances.
28. The work done beyond **100%** deviation limit or an extra item, the rate shall be worked out based on prevailing market rate of the area. Also during the execution of work, the bidder may be required to execute certain additional/extra items in order to complete the job/works beyond the BOQ for which no rates are available. As far as possible, the rates shall be derived from nearest acceptable tender rates. The rate of extra/substitute items shall be as per a rate analysis to be prepared by the bidder, based on prevailing market rates (1) cost of material (2) cost of direct labour (3) bidder over head & profit 15%, duly approved by NII before execution of work.
29. No escalation in any form either of cost/materials/labours or any taxes shall be payable by the NII during the contract period.
30. The bidder shall be solely responsible for any accident/medical/health related liability/compensation for the personnel deployed by it at NII. The NII shall have no liability in this regard.
31. The personnel employed by the bidder will not claim any right to become the employees of NII and there will be no Employee and Employer relationship between the personnel engaged by the bidder and NII.
32. No tent or hut shall be allowed to be put up for workers to stay within the campus. The contractor is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
33. It may here be noted; that the entire staff and labour of the bidder will follow all the security instructions issued by the NII from time to time and these instructions may include the provisions to make suitable barricades or temporary wall fence to ensure that the labour confines itself to the area of the work ONLY. Serious action will be taken in case any of the bidder's workmen are found to be tampering with the Laboratory equipment and property of the NII. Suitable damages will be recovered from the bidder's bills if anyone is found to do so. All decisions of the Engineer-In Charge in respect of the same will be final and binding on the bidder.
34. The Institute shall have the option to extend the terms of this contract for an additional period as mutually agrees, with the same terms and conditions.
35. On completion of all work, bidder shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at bidder's risk & cost.
36. Bidder shall be responsible for disposing off the all old dismantled waste materials away from the campus. The disposal of such materials shall be done immediately after completion of work at own risk & cost.

37. The bidder shall ensure compliance of all statutory laws & bye laws of the central Govt./ state Govt./Municipal authorities related to the employment of their staff and all obligations under Minimum Wage Act, Workman Compensation Act, Provident Fund & Miscellaneous Provision Act, Bonus Act & Contract Labour Act 1970 etc. NII will not be responsible for such purposes in anyway.
38. Any claim, dispute or difference arising out of or in connection with this agreement and which cannot be settled by mutual consultations, shall be referred to sole Arbitration or an Arbitrator to be appointed by Director, NII. The award of the Arbitrator shall be final and binding between the parties as per the terms and conditions of the Agreement to be executed on award of contract. The Arbitrator proceeding shall be governed by the Arbitration and Conciliation Act 1996 and shall be conducted in Delhi

The agreement is subject to the jurisdiction of the courts at Delhi.

Executive Engineer, NII

GENERAL CONDITIONS FOR SUBMISSION OF TENDER

1.0 Submission of Tender:

Tenders should be submitted in sealed envelopes in two parts separately, i.e. "Technical Bid" (Part-I) and "Price bid" (Part-II). Both the parts should be further sealed in an envelope super-scribing name of work, due date for opening, agency name & address. The tender duly filled in should be sent to above mentioned address either by post or hand delivered in the tender box kept in the area of reception, NII. NII will not be responsible for tenders lost in postal transit or otherwise. It should not be handed over to any employee of the NII. Any clarifications / amendments / corrigenda etc., to NIT before last date of submission of bid will be available on our website www.nii.res.in and [website of CPPP](#). Agencies are therefore advised to keep visiting our website. No tender shall be accepted later than the time schedule specified above. Tender once submitted will remain with the NII and will not be returned to any of the agency.

2.0 Technical Bid (Part-I) :

In this bid, the agency should submit his company profile, organizational setup, credentials, list of plant, machinery & tools in his possession. The agencies are required to **attach entire NIT (except the price bid part) duly signed & stamped as a token of acceptance of NIT conditions with this bid**. Annexure-I, Declaration by Company/Firm may also be filled in and enclosed with Technical Bid. NII reserves the right to visit the working site mentioned by agencies to find out the quality of services rendered. The following documents are essentially to be submitted with technical bid for qualifying.

- (i) **Earnest Money Deposit** (No exemption on EMD) of ₹ 12,000/- (Rupees Twelve Thousand Only) through DD/Pay order.
- (ii) Entire NIT (except Price bid) duly signed & stamped by the Company.
- (iii) **All document as asked in the prequalification criteria.**
- (iv) **Copy of PAN number.**
- (v) **Cost of tender document i.e. ₹500/- (Rupees Five Hundred Only, Non-refundable in any case)** shall be paid through demand draft/ pay order, if tender is down loaded from website.
- (vi) **Copy of bidder TIN & Service Tax Registration Number.**

3.0 Price Bid (Part-II):

In this bid the agency is required to quote his items rates/prices for the **“Comprehensive annual maintenance contract of "EMERSON MAKE" precision air-conditioning units at NII, New Delhi”** in the schedule of work attached. The scope of work & technical specifications are provided for your reference. The quoted prices shall be including all the taxes levied by statutory Govt. bodies. **It is mandatory on company to quote the rate of all items as asked for in the Price Bid (BOQ/ Schedule of work)**. Failure to adhere to this condition may lead to rejection of tender. The agency should quote unconditional rates, neatly written without any overwriting and duly signed & stamped in all pages.

4.0 Earnest Money :

An earnest money of ₹ 12,000/- (Rupees Twelve Thousand Only)) has to be enclosed along with the **Technical Bid (Part-I)**. The EMD shall be only in the form of Bank Draft in favour of **“Director, NII”, payable at New Delhi**. No Cheque / Cash shall be accepted as EMD. EMD of the unsuccessful bidders should be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful agency (L1) shall be held back as security deposit.

5.0 Validity of Tender:

Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 120 days from the date of opening of Price Bid.

Executive Engineer, NII

OTHER TERMS & CONDITIONS

1. ON CALL AMC SERVICES: -

On call CAMC contract shall include attending to any complaint any time during the year, on receipt of verbal/written complaint from coordinating officer of Engineering Department, NII

The down time for attending the complaints not more than 4 hrs and rectification of defects/complaint shall not exceed 12 hrs failing which a penalty of Rs. 1,000/- per complaint will be deducted from CAMC bill.

2.0 PERFORMANCE

- (i) Unsatisfactory performance of service will render this contract to be terminated without any notice and performance guarantee/EMD may be forfeited.
- (ii) At the end of the period, the service provider shall demonstrate satisfactory testing and operation of all the air conditioners.
- (iii) All used defective/old items (removed after the installation of new items) replaced during the contract period shall be property of service provider.

3.0 TAKING OVER AIR CONDITIONERS FOR AMC CONTRACT

- (i) The precision air conditioning unit shall be taken over for CAMC contract on “AS IS WHERE IS & WHAT EVER IS BASIS”.
- (ii) The bidder shall ensure that all precision air conditioning unit are in proper working condition at the time of taking over.
- (iii) Any repairs required on precision air conditioning units at the time of taking over for CAMC shall be on account of successful bidder. Nothing extra shall be paid for any kind of repairing or replacement work except compressor, body of indoor/outdoor, condenser, evaporator. The bidders may inspect the units by prior appointment to satisfy themselves about the quality & condition of the precision air conditioning units offered. No complaint whatsoever will be entertained after the tenders are submitted.

(Signature of bidder)

Name: -

Executive Engineer

Seal: -

Declaration by the Bidder

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them.

Enclosures:

1. **DD/Pay Order No.....**

2. **Terms & conditions (each page must be signed and stamped with the seal)**

3. **Financial Bid.**

(Signature of Bidder with seal)

Name:

Address:

Date:

NOTE: Submission of all the documents mentioned above along with declaration, is mandatory. Non submission of any of the documents above will render the bid to be rejected.

Certificate/Undertaking

- a) Certified that I / we have visited the site on ----- and assessed the nature and amount of work involved before submitting our offer. We will be able to execute the work within the available site condition.
- b) I undertake that I / we have visited the place of “**Comprehensive annual maintenance contract of "EMERSON MAKE" precision air-conditioning units at NII, New Delhi**”, and noted the entry door / approach sizes/quantities, floor space, existing electrical connections etc.. Manpower & Materials supplied by us will be suitable for in the existing location / condition with sufficient space all around. No extra cost will be claimed by me later for any difficulties/modifications involved for total execution of all the air conditioning systems as mentioned in the tender. I also understand that the work is related with already operating/functional laboratories/offices, so we are ready to work in day / night hour subject to availability of site/space.

(Signature of Bidder) :

(NAME):

(SEAL):

Executive Engineer

Note : (i) A certificate for the site inspection should be duly signed by Engg-in-charge as per annexure-II.

(ii) Above certificate/ undertaking is to be given on the Letter Pad of the Bidder.

Schedule of work

**Name of work: - Comprehensive annual maintenance contract of "EMERSON MAKE"
precision air-conditioning units at NII, New Delhi.**

S.No	Description of items	Qty.	Unit	Rate (₹)	Amount (₹)
1	Comprehensive annual maintenance contract of seven EMERSON MAKE precision air-conditioning units of all models and capacity including rewinding or repairing or replacement of motor & replacement of blower, motor, wires/cabling, fan, wiring kit, capacitors, PCB kit, relay, contactor, copper piping with insulation, filters, damper actuator, damper, cleaning of filters, cleaning of cooling coils and condenser coils cleaning, filling & top up of gas (nitrogen pressure testing if required) etc complete as per the site requirement [but excluding cost of replacement of compressor, body of units, condenser & evaporator (repairing of condenser & evaporator are included)] and as approved by Engg-in-charge.	01	Year		

(Rates quoted shall be inclusive of all taxes, duties & cartage etc. as mentioned under Item - 5 of General T. & C. of tender document.)

Executive Engineer, NII

(Signature & Seal of bidder):

Name :