



INDIAN INSTITUTE OF SCIENCE EDUCATION & RESEARCH

(Established by Ministry of Human Resource Development, Govt. of India)
IISER Mohali, Sector-81, Knowledge City, SAS Nagar-140306

Tender Documents



**Name of Work: CMC FOR VRV OF SAMSUNG MAKE AT IISER
MOHALI**



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IISER Mohali, Sector-81, Knowledge City, SAS Nagar-140306

Tender Ref. No.: IISER/EE-EO/CMC/21-22/03

Date: 19.04.2021

Notice Inviting Tender

- 1 The Executive Engineer on behalf of the Director, IISER Mohali, invites online bids under two bid system i.e. technical bid and financial bid through E- Central Public Procurement Portal i.e. <https://eprocure.gov.in/eprocure/app> from eligible contractor for the work mentioned below.

Name of work:- CMC for VRV of Samsung Make at IISER Mohali.

Tender Ref No : IISER/EE-EO/CMC/21-22/03
Estimated cost : INR 54,59,530.00/-
Earnest Money : INR 1,10,000.00/-
Stipulated period of work : Twelve (12) months & extendable.

Critical Date Section

S. No	Particular	Date	Time
1.	Tender publishing date and time	19.04.2021	06:55PM
2.	Tender documents download start date and time	19.04.2021	06:55PM
3.	Bid submission start date and time	19.04.2021	06:55PM
4.	Bid submission end date and time	29.04.2021	03:00PM
5.	Technical bid opening date and time	30.04.2021	03:05PM

1. Tender document may be downloaded from the website of E-Central Public Procurement portal (<https://eprocure.gov.in/eprocure/app>) and www.iisermohali.ac.in . Tender should be submitted online along with valid documents of eligibility criteria within the date mentioned above.
2. The Director, IISER Mohali shall be the “Accepting Authority” hereinafter referred to as such for the purpose of this contract.
3. For any information, other modifications and/or corrigendum may kindly visit IISER Mohali website <http://www.iisermohali.ac.in> and also publish on <https://eprocure.gov.in/eprocure/app>.

SUBMISSION OF TENDER:

Tender shall be submitted by the Bidders in two parts:

(i) Technical Bid. – Cover I (ii) Financial Bid. - Cover II

The two bid system will be followed for this tender. In this system the bidder must submit bid **on line at E-Procurement Portal (i.e. <https://eprocure.gov.in/eprocure/app>)** his offer in two covers. "**Cover No. 1- Technical Bid along with requisite fee details and all forms under seal and signature of Bidder**" mentioned below and "**Cover No.2 - Financial Bid**" respectively.

The **Cove I** (Technical Bid) shall consist of following:

- i) **Earnest Money** -The bidder shall furnish as part of its bid, an EMD of Rs. 1,10,000.00/- (Rupees one lakh and ten thousand only). The EMD is to be submitted through Demand Draft of any Scheduled / Nationalized Bank (drawn in favour of “Registrar, IISER, Mohali”) or MSME certificate should be relevant to the work for which NIT called for.

Note - The original payment instrument like Demand Draft of any Nationalized Bank against Earnest Money sent to the address- **IISER Mohall, Sector-81, knowledge City, PO- Manauli, SAS Nagar Mohal1140306, Punjab** by post/speed post/courier/by hand before bid opening date & time

iii) **Important Documents uploads in .pdf format only:-**

- a) Scanned copy of DD of EMD. MSME certificate has to be relevant to the work.
- b) Scanned copy of IT Return for the last three financial years.
- c) Scanned copy of work experience
- d) Scanned copy of OEM/Authorized dealer of M/s Samsung.
- e) Scanned copy of Tender Accept Letter

The Cover II (Financial Bid) shall consist of following:

- * Schedule of price bid of in the form of BoQ_XXXXX.xls (Will be formulated according to the type of work)

-sd-
Executive Engineer
Head IWD, IISER Mohali

Scope of work

1. Attending to any number of breakdown calls and six preventive maintenance services in a year during the tenure of the contract.
2. Any part including compressor, PCB which requires repair / replacement due to normal wear and tear during the contract shall be replaced free of cost including remote.
3. The service contract shall be entered into as aforesaid only after due checking and verification of the equipment by the company's authorized representative certifying that the same is in good working condition. During such verification if the air conditioner is found defective and needs repairing, then the same shall be repaired on the request of the customer on chargeable basis and thereafter the contract in respect of the same shall be entered into. In such case/s the cost of repair and spare parts shall be borne by the customer separately as the same shall not form part of annual charges payable under this contract.
4. To service all the AHU's including cleaning of filters, cleaning of cooling coil, replacement of pre micro & Hepa filter (filters shall be provide by the Institute) servicing of fans/motors, checking of PHI cells, unusual vibrations in AHU & replacement of bearing, checking of AHU kits, electrical connections, etc twice in a year.
5. To repair any refrigerant line and other line including brazing, etc
6. The CMC will not cover visits/replacement/repairing of parts and/or equipment under the following circumstances.
 - (I) Damage caused to the machine due to floods, fire, accident, riot, breakage, pest, In issue, improper or negligent use, mishandling, unauthorized alteration, modification or substitution of any part and/or the alteration, tempering etc. of the serial no. of the machine and/or any loss/damage caused due to the abnormal voltage fluctuation, extraordinary use of equipment etc.
 - (ii) Damage caused to the machine/equipment due to failure in abiding with the operating instructions and precautions as mentioned in the User's Manual.
 - (iii) Defects due to usage of non-recommended spare/s and accessories.
 - (iv) Defects /failures resulting from servicing/repairs done by a person other than authorized representative of the company.
 - (v) In case the customer as a result of the aforesaid causes requires the services then the same shall be provided at extra cost payable by the customer.
5. The Company shall make reasonable efforts to give preferential attention to emergency breakdown of the equipment, however the company shall not be held responsible for any loss/damage arising thereby. The company shall not be held responsible for any delay/default in servicing whatsoever due to any reasons beyond its control.
6. This Annual Comprehensive maintenance(CMC)/repair charges paid hereby are non-transferable and non-refundable under any circumstances whatsoever. The payment under this contract shall be made on quarterly basis upon satisfactory certification by Engineer in Charge , till its expiry.
7. This CMC does not cover the repair / replacement of air filters, heaters, electricity distribution boards, ancillary work such as ducting / masonry work, main MCB, cabinet sheet metal panels, etc. Also it does not cover the replacement of any major equipment such as evaporator / condenser as a whole.
8. The contract is final and binding on both the parties, no separate invoice or agreement shall be issued.
9. This CMC sets out all the terms and conditions which the company and customer hereby agree to abide with and it cancels and supersedes all prior agreements, undertakings or arrangements, oral or written between the parties on the subject matter. The company in its own discretion may accept or reject any proposal of entering into the service maintenance contract.

10. In the event of any dispute arising out of or related to this contract which cannot be resolved through negotiations between the parties, the same shall be settled by the Courts at Mohali. without prejudice to the above, all disputes under this contract are subject to the Jurisdiction of the courts at Mohali.
11. The Director IISER Mohali reserves the right to reject or cancel the quotation without assigning any reason.
12. All material to be used in the work will have to be approved by the Engineer-in-Charge or his authorized representative.
13. The contractor will be responsible for the safety of labourers deployed by him for the work at site and shall comply with all statutory norms.
14. The agency shall engage one qualified service engineer to supervise the CMC on monthly regular basis, including any breakdown, fault, operating problem to machines, etc failing which penalty @ 20,000/- per month shall be levied

Other terms& Conditions:

1. Notify the customer at least 3 days ahead to schedule all maintenance.
2. Conduct all scheduled routine maintenance as per the maintenance schedule.
3. Provided skilled service technicians alongwith one qualified service engineer to supervise as above at point no 14.
4. Recommending list of genuine parts for stock.
5. Responding to a service call as soon as possible.
6. After each visit a report will be generated and discussed.

7. To carry out / advise necessary repairs, adjustments of assemblies, sub-assemblies in order to keep the VRV in good working condition and assuring the trouble free performance of VRV

8. Service Engineer during the visit will report on the performance or any other abnormality and inform parts requirement shall also submit the report on work done and recommendations as well as spare parts offers to concern authority for procurement.

9. Attend emergency calls on priority (usually same day).
10. Train the customer's representative on Operation and Maintenance of VRV

11. Service Contract will automatically cease to exist in the event of change of ownership or location of the above- mentioned machines from said location.

CUSTOMER RESPONSIBILITY

1. Daily maintenance as prescribed by the manufacturer in the operators manual / users handbook.
2. To inform us as soon as possible if he is not satisfied with our performance.
3. Give the service technician access to the machine to perform the scope of work as also allowing him to inspect and observe how the machine is being used.
4. Provide all parts and labour for any work required that is not covered in the scope of work. This includes all parts and labour requirement for acts of vandalism, theft, accidents, fire, acts of god, neglect and operational use.
5. The machine is strictly used as per manufacturers recommendations.
6. All service reports submitted must be signed by the customer, failure to do so is treated as violation of the terms and conditions of the agreement. The service provider will be at liberty to take appropriate action but not limited to termination of this agreement.
7. Report any accident that service provider as and when required. The results of any tests will be conveyed to the customer in written and appropriate rectification action to be taken by the customer, any failure arising due to sub standard quality of gas, etc will be the responsibility of the customer.
8. Maintaining of the log books for proper record keeping on daily basis.
9. Provide all genuine parts that are required for performing scheduled maintenance and service.
10. To ensure the safe working enjoyment for the service personnel.
11. To Provide first-aid assistance to the representative of contractor in the event of injury

Payment:

1. CMC charges will be payable quarterly with deduction of 5% amount as security deposit from each running bill which will be released after successful completion of CMC period and payment of final.
2. Payments to be made after satisfaction completion of maintenance and certification by Engineer in Charge.

Duration of contract:

The annual comprehensive maintenance contract rates will be same for one year which can be extended for further a period of two years (1+1) upon satisfactory performance by the agency and mutual consent on same rates and terms & conditions.

Submission of Tender:

1. The bidder must be the OEM/Authorized dealer of M/s Samsung and must submit the authorization letter to this affect along with the technical bid.

2. The bidder must upload/provide copy of having executed three CMC's of VRV machines amounting to Rs.21.84 lakhs or two CMC's of VRV machines amounting to Rs.32.76 lakhs or one CMC of VRV machine amounting to Rs.43.68 Lakh out of which at least one should in any Central/State Govt./PSUs/Autonomous Body in last 7 years along with the technical part of the bid otherwise their bid shall be liable to be rejected. The technical bid must also contain service report of the previous years, PAN Card, TDS Return, Authorization letter, etc. along with their technical bid otherwise their bid shall be liable to be rejected.
3. EMD amounting to Rs.1,10,000/- in favour of the Registrar, IISER Mohali payable at Mohali. MSME shall be relevant to the work.
4. Office of the agency must be in tri-city i.e, Chandigarh, Panchkula, Mohali

Termination: The CMC can be terminated if agreed by both parties or at the expiry of the period of the agreement.

TERMS AND CONDITIONS:

IISER will provide the safe working conditions for the VRV's, if any point time, the same is not found safe to work, risking lives, and contract will get terminated on its own.

IISER will procure / use the genuine spare parts, should the same is not followed, AMC would not be valid and M/s Samsung in what so ever kind, would not be responsible

FORCE MAJEURE

Contractor shall be liable to perform of its obligations under or arising out of this contract if, such failure does not results from any force major, act of God, fire, industrial disputes, labour trouble, transportation embargo, existence of any state of Emergency, war, war like conditions, civil commotion, riot, inability to obtain any material, imposition of sanction and / or any measures taken by the Govt. what so ever which rendered it impossible or impracticable for the contractor to perform obligations under this contract.

-sd/-
Executive Engineer

Annexure-A

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

Date:

To,
Executive Engineer
IISER Mohali

Sub: Acceptance of Terms and Conditions of Tender.

Tender Reference No.: IISER/EE-EO/CMC/21-22/03

Name of Tender/Work:- CMC for VRV of Samsung Make Machine at IISER Mohali.

Dear Sir

1. I/We have downloaded/obtain the tender documents(s) from the above mentioned Tender/Work from the website(s) namely:
as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I/We had read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedule(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/organization too have also been taken into consideration, while submitting the acceptance letter.
4. I/ We hereby unconditionally accept the tender conditions of above mentioned tender document(s) in its totality/entirety.
5. In case any provision 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)