



भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

मानव संसाधन विकास मंत्रालय भारत सरकार द्वारा स्थापित
सैक्टर-81 नॉलेज सिटी प° ओ° मनोली एस° ए° एस° नगर मोहाली पंजाब 140306
INDIAN INSTITUTE OF SCIENCE EDUCATION AND RESEARCH MOHALI
(Established by Ministry of Human Resource Development, Govt. of India)
Sector-81, Knowledge city, PO-Manauli, SAS Nagar Mohali-140306, Punjab
PAN No. - AAAAII781K GSTIN No:- 03AAAAII781K2ZS

• Phone : +91-172-2240086 & 2240121 • Fax : +91-172-2240124, 2240266 • <http://www.iisermohali.ac.in> • Email: stores@iisermohali.ac.in

CPPP/Institute Website

IISERM (1307)19/20Pur-CAMC

Dated: 31st December 2019

NOTICE INVITING E-TENDER

Online tenders are invited on behalf of Director, IISER Mohali in **TWO BID SYSTEM** for the **Comprehensive Maintenance Contract of Variable Refrigerant Volume Machine Make-Samsung** as per technical specification and details given below and BOQ list from the original manufacturer/supplier at CPPP i.e. <https://eprocure.gov.in/eprocure/app>. Tender documents may please be downloaded from the E-procurement portal website <https://eprocure.gov.in/eprocure/app> & Institute website www.iisermohali.ac.in.

-sd-
(Mukesh Kumar)
Assistant Registrar (P&S)



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E-TENDER NOTICE

Tender Ref.- IISERM(1307)19/20Pur-CAMC

Dated :- 31st December 2019

Critical Date Sections

Sr.	Description	Date	Time
1.	Tender Publishing Date and time	31 st December 2019	6:00pm
2.	Tender Document download start Date & Time	31 st December 2019	6:00pm
3.	Bid Submission start Date & Time	31 st December 2019	6:00pm
4.	Bid Submission End date and Time	21 st January 2020	Upto 11:00am
5.	Tender opening Date and Time	22 nd January 2020	At 11:30am

Online tenders are invited on behalf of Director, IISER Mohali in **TWO BID SYSTEM** {Technical and commercial separately} for the following item(s) from the original manufacturer/supplier at CPPP i.e. <https://eprocure.gov.in/eprocure/app>. Tender documents may please be downloaded from the E-procurement portal website <https://eprocure.gov.in/eprocure/app> & Institute website www.iisermohali.ac.in. Tender fee in shape of DD/Banker Cheque of Rs 590/- (Non-refundable) and EMD of Rs.15,000/- should be submitted by DD /Banker Cheque/FDR/ Bank Guarantee in favour of the Registrar, IISER Mohali payable at Mohali. However, scanned copy of the both tender fee and EMD should be upload on website along with technical bid part. The hard copy of the same in original to be send to the address mentioned below duly superscribing the supply/work name and reference/ tender ID on the envelope and same must reach before opening the bid and if not received within due date the bid will be rejected summerly.

The Original EMD and Tender Fee should be sent to:

Assistant Registrar (P&S)
Indian Institute of Science Education and Research Mohali
Sector-81, Knowledge City, SAS Nagar, Mohali, Punjab,
India, Pin: 140306

Non-receipt of original EMD and Tender Fee will lead to rejection of tender.

Item Details//Service Requirement: -

Sr.	Description	Qty. (in units)
1.	<p>CAMC (Comprehensive Annual Maintenance Contract) of Variable Refrigerant Volume (VRV Machine of Samsung Make, including 23 number of Cassette:</p> <p>22 HP (AM220FXVAGH/EU) 6 HP (ND056QHxEB)</p> <p>Make: Samsung</p> <p style="text-align: center;"><u>Details of Terms & Conditions</u></p> <p><u>TERMS & CONDITIONS OF CAMC</u></p> <ol style="list-style-type: none">1. The following services will be provided under Comprehensive AMC:<ol style="list-style-type: none">a. 3 (three) routine preventive maintenance services in a quarter.b. Attendance of breakdown complaints. Response time will be provided by bidder who is L-1 based on site location /mutual agreement with-customer.c. Refrigerant Gas charging, if necessary.2. The following parts shall be replaced free of cost ("FOC") in case of any breakdown during the CAMC period:<ol style="list-style-type: none">a. Compressorb. Fan motorc. P.C.B.d. Magnetic Switch.e. Transformer.f. Electronic Expansion Valve (EEV).g. Cassette, EB coil, temperature sensors etc.3. The parts not covered under comprehensive CMC and shall be provided on chargeable basis are as follows:<ol style="list-style-type: none">a. Front grills Assay/Plastic covert panel.b. Air Filter.c. Sheet Metal Parts.d. Condenser & Evaporator Coils4. That the Product(s) covered under the CMC are outside Warranty period as on the effective date of the Agreement and has not been attended by any other person other than the Company's authorized dealer.5. Routine servicing and repair shall only be done by the Company's authorized dealer.6. It shall use the Product(s) as per operating/instruction manual(s) supplied with the Product(s).7. It shall be liable for any consequence(s) arising out of any misinterpretation made by it of any matter/fact relating to the Product(s).8. The CAMC shall commence 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 ODU/IDU are 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.9. 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	<p>03 Nos. 02 Nos.</p>

held responsible for any delay/default in servicing whatsoever due to any reasons beyond its control.

10. The contract is final and binding on both the parties, no separate invoice or agreement shall be issued.

GENERAL 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.
4. Responding to a service call as soon as possible.
5. After each visit a report will be generated and discussed.
6. 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
7. 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.
8. Attend emergency calls on priority (usually same day). However, if the engineer is required for any particular date and time, it would be the responsibility of the customer to intimate the agency in advance.
9. 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. To inform the agency as soon as possible if IISER is not satisfied with performance.
2. 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.
3. Provide all parts for any work required that is not covered in the scope of work as mentioned at Sr. No 1 (B).
4. The machine is strictly used as per manufacturers recommendations.
5. 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.
6. 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.
7. Provide all genuine parts that are required for performing scheduled maintenance and service, if not covered under CAMC as mentioned at Sr No 1 (B).
8. To ensure the safe working enjoyment for the service personnel.
9. To Provide first-aid assistance to the representative of contractor in the event of injury.

TERM & TERMINATION

1. The CAMC shall commence from the date as mentioned in Purchase Order which shall be valid for a period of 1 (one) year. The same (CAMC) can be extended, further period of two years upon satisfactory completion of CAMC during the first year and upon mutual consent.
2. The Agreement shall terminate automatically on mutual consent or dishonor of the terms and conditions of the aforementioned CAMC.

PAYMENT TERMS

1. The agency to provide performance guarantee for the entire duration of CAMC amounting to 5 (five) percent of the awarded amount.
2. Quarterly basis upon the satisfactory completion of maintenance and certification of the engineers.
3. In case of a pre-mature or earlier termination of the CAMC, pro-rata amount shall be paid. Service contract will automatically cease to exist in the event of change of ownership or location of the above-mentioned machines from said location.
4. Performance Guarantee of 10% value of the awarded amount to be provided.

GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:

1. The CAMC shall be governed by and construed in accordance with the Laws of India.
2. All disputes and differences of any kind whatsoever, any claim, cross-claim, counter claim or set-off regarding any right, liability, act, omission on account of any of the Parties hereto arising out of or in relation to this Agreement or any matter incidental thereto shall be referred to Sole Arbitration of an Arbitrator to be nominated by IISER Mohali. The arbitration proceedings shall be in accordance with latest Arbitration and Conciliation. In the event of the Arbitrator to whom the matter is originally referred vacating his office or being unable or refusing to act for any reason, the Director IISER Mohali at the time of vacation of office or inability or refusing to act, shall appoint another person to act on the reference from the stage it was left by his predecessor.
3. The venue of arbitration shall be at Mohali.

Note:

1. The agency must have undertaken one CAMC of VRV machines having capacity as 53HP or two CAMC of VRV machines having capacity of 40HP out of which one should be in Govt./Semi-Govt./PSU/Autonomous body.
2. The agency to be OEM/Original Equipment Supplier(OES)/Authorized dealer of M/s Samsung only (Latest Certificate to be provided from OEM), otherwise, they may not be considered technically suitable.
3. The agency to have local office in Chandigarh/Mohali/Panchkula.

Note Below:-

- I. **The Online bids should be submitted directly by the original manufacturer/supplier, If quotation is submitted/filled by any representative/agent/dealer then they must upload a authority certificate from the principal company.**

SUBMISSION OF TENDER

- I. All bid/ tender documents are to be uploaded online at Central Public Procurement portal i.e. <https://eprocure.gov.in/eprocure/app> only and in the designated cover/ part on the website against tender ID. Tenders/ bids shall be accepted only through online mode and no manual submission of the same shall be entertained except tender fee and EMD. Late tenders will not be accepted.
- II. The online bids shall be opened at the office of the Assistant Registrar (P&S), IISER Mohali, on

above given date and time. If the tender opening date happens to be on a holiday or non-working day due to any other valid reason, the tender opening process will be attended on the next working day at same time and place. IISER Mohali will not be responsible for any error like missing of schedule data while downloading by the Bidder.

- III. The bidder shall upload the tender documents duly filled in and stamped by the authorized signatory on each and every page. Tender not submitted/uploaded in the prescribed form and as per the tender terms and conditions shall be liable for rejection.
- IV. The bidder shall upload scanned copy of the PAN Card, GST number duly signed and stamped. **Also bidders applying against ‘MSME/NSIC Certificate’ issued by appropriate Authority, should ensure that the certificate attached is relevant to the area of service/supply. For example, If the tender is for “supply & installation of Desktop” the certificate should be issued for activity/area of “Computer supply and services activities etc” otherwise bid will be REJECTED without notice.**
- V. E-procurement system ensures locking on the scheduled date and time. The system will not accept any bid after the scheduled date and time of submission of bid.

INSTRUCTIONS

1. The Online bids should be submitted directly by the original manufacturer/supplier, If quotation is submitted/filled by any representative/agent/dealer then they must upload a authority certificate from the principal company for quoting the price otherwise such quotation will be rejected.
2. The quantity mentioned in this inquiry is and shall be deemed to be only approximate and will not in any manner be binding on the Institute. Before the deadline for submission of the online bid, IISER Mohali reserves the right to modify the tender document terms and conditions. Such amendment/modification will be notified on website against said tender ID.
3. The rates offered should be FOR Chandigarh/Mohali in case of firms situated outside Chandigarh/Mohali, and free delivery at the Institute premises in case of local firms. Supplier from outside India should mention the Ex-works/FOB/FCA/CIF/CIP price clearly. Conditional tenders will be summarily rejected.
4. In case of Ex-godown terms the amount of packaging forwarding freight etc. should clearly be indicated by percentage or lump sum amount. Institute has policy not to make any advance payments towards any purchase, Letter of credit can be opened if required.
5. THE INSTITUTE IS EXEMPTED FROM CUSTOM DUTY under notification no- TU/V/RG/-CDE(1062)/201 CUSTOM DT.30.08.2016.
6. Tax: This Institute is not exempted from the payment of GST. The current rate (i.e. percentage of GST should be clearly indicated included or excluded) wherever chargeable. Please also provide/upload the copy of PAN card, GST number duly self-attested.
7. Concessional GST is applicable for all the items purchased for Research labs vide Ministry of Finance, notification no. 45/22017 dated 14.11.2017 and 47/2017 dated 14.11.2017.
8. Bidder/s quoting in currency other than **Indian Rupee (INR)** should explicitly mention the currency in which tender quoted wherever applicable in Technical Bid along the tender documents.
9. The delivery period should be specifically stated. Earlier delivery will be preferred.
10. The firms are requested to provide/upload detailed description and specifications together with the detailed drawings, printed leaflets and literature of the article quoted. The name of the manufactures and country of manufacture should also invariably be stated. In the absence of these particulars, the quotation is liable for rejection.
11. Validity of offer: 90 days. The warranty period after satisfactory installation should be mentioned

and firm should replace all manufacturing defect parts/ whole item under warranty without any extra cost including clearance, freight, taxes. Security deposit/ Bank Performance Guarantee @ 10 % of the value of supply order as per norms may be sought from the firms.

12. The right to reject all or any of the quotation and to split up the requirements or relax any or all the above conditions without assigning any reason is reserved by the IISER Mohali. For any corrigendum and addendum please be checked the website <https://eprocure.gov.in/eprocure/app> and <http://www.iisermohali.ac.in>
13. Disputes, if any, shall be subject to jurisdiction in the court of Mohali only.

-sd-
(Mukesh Kumar)
Assistant Registrar (P&S)