



# भारतीय विज्ञान शिक्षा एवं अनुसंधान संस्थान मोहाली

मानव संसाधन विकास मंत्रालय, भारत सरकार द्वारा स्थापित

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(Established by Ministry of Human Resource Development, Govt. of India)

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IISERM (392) 16/17/AMC/02

18<sup>th</sup> October 2016

## **NOTICE INVITING QUOTATIONS**

On behalf of The Director, IISER Mohali, sealed Quotations are invited in **Two Bid System (Technical & Financial)** for AMC of following item(s) along with EMD of Rs. 10,000/- in the form of DD/Bank Guarantee/Banker Cheque/FDR & Tender Fee of Rs. 500/- (non-refundable) through Demand Draft/Banker's Cheque in favour of The Registrar, IISER Mohali payable at Mohali/Chandigarh, so as to reach us latest by 01<sup>st</sup> November 2016 before 1:00 p.m. The quotations will be opened on the same day at 4:00 p.m. in the presence of tenderers, if any.

Sr.	Descriptions	Quantity
01	<b>AMC of Variable Refrigerant volume machine Make-SAMSUNG alongwith all controls and indoor unit comprising cassette unit of 3.2 TR (22nos) for following capacity having model number as placed below:-</b> 22 HP ( Model- AM220FXVAGH/EU)	03 Nos.
02	6HP ( Model No- ND056QHXB) <b>NB-</b> 1. Agency should have 3 year(s) experience in maintenance of Samsung make VRV Machines. 2. The Agency to be OEM/Authorized dealer of M/s SAMSUNG only.	02Nos.

### **Terms and Conditions of AMC**

1. A) The following services will be provided under comprehensive AMC:

1. 3 (three) routine preventive maintenance services.
2. Attendance of breakdown complaints. Response time will be provided by bidder who is L-1 based on site location /mutual agreement with-customer.
3. Refrigerant Gas charging, if necessary.

B) The following parts shall be replaced free of cost ("FOC") in case of any breakdown during the AMC period:

1. Compressor
2. Fan motor
3. P.C.B
4. Magnetic Switch.
5. Transformer.
6. Electronic Expansion Valve (EEV).

- C) The parts not covered under comprehensive AMC and shall be provided on chargeable basis are as follows:
- D) Front grills Assay/Plastic covert panel.
  - E) Air Filter.
  - F) Sheet Metal Parts.
  - G) Condenser &Evaporator Coils
2. That none of the Product(s) covered under the Agreement 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;
  3. Routine servicing and repair shall only be done by the Company's authorized dealer.
  4. Shall use the Product(s) as per operating/instruction manual(s) supplied with the Product(s);
  5. 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);
  6. The works 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.
  7. 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.
  8. The contract is final and binding on both the parties, no separate invoice or agreement shall be issued.

### **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.
- 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 and labour for any work required that is not covered in the scope of work.
4. The machine is strictly used as per manufacturer's 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 twill be the responsibility of the customer.
7. Provide all genuine parts that are required for performing scheduled maintenance and service.
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 AMC shall commence from the date as mentioned in Purchase Order which shall be valid for a period of 1 (one) year. The same (AMC) can be extended, further period of one year upon satisfactory completion of AMC 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 AMC.

## **PAYMENT TERMS:**

- 1 Quarterly basis upon the satisfactory completion of maintenance and certification of the engineers.
- 2 In case of a pre-mature or earlier termination of the AMC, pro-rata amount shall be paid.
3. Service contract will automatically cease to exist in the event of change of ownership or location of the above-mentioned machines from said location.

## **GOVERNING LAW, DISPUTE RESOLUTION & JURISDICTION:**

- 1 The AMC 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 Arbitration and Conciliation

Act 1996. 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.

### **INSTRUCTIONS**

1. Inquiry will be sent by UPC/Courier/Speed Post and IISER Mohali will not be liable for any kind of postal delay.
2. The Quotation should be addressed to the Director IISER Mohali invariably giving on the envelop reference number, last date & time of receipt of tender and date & time of opening of the tender.
3. One time importers from China with custom made specifications are highly discouraged.
4. 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.
5. Firms will quote separately for each article.
6. 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. Suppliers outside India may please mention the FOB/FCA price clearly.
7. 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 payment towards any purchase, Letter of credit can be opened if required.
8. In case of foreign consignment CIF/FOB should be mentioned clearly. THE INSTITUTE IS EXEMPTED FROM EXCISE AND CUSTOM DUTY.
9. SALES TAX: - This Institute is not exempted from the payment of Sales Tax/Service Tax/VAT. The current rate (i.e. percentage of Sales Tax should be clearly indicated included or excluded) wherever chargeable. A valid PAN/TAN/VRN/TRN/LST/CST/Service Tax of the tenderer has to be provided with a copy of proof.
10. The delivery period should be strictly adhered, the firm have to execute the supply according to purchase order.
11. The firms are requested to give 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.
12. Validity of offer: 90 days.
13. Late or delayed quotation will not be accepted.
14. Service Facility: Please mention the nearest service center to IISER Mohali and the time required to attend the call.
15. 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.
16. For any query, tenderers may contact via email : [stores@iisermohali.ac.in](mailto:stores@iisermohali.ac.in)

Sd/-  
(Mukesh Kumar)  
Assistant Registrar (S&P)