



**ICAR-NATIONAL DAIRY RESEARCH
INSTITUTE**
(Indian Council of Agricultural Research)
KARNAL-132001 (Haryana)



F.No. 9-72/AK023/AMCAC/Grants/ME/21-22

Date: 21.4.2021

**E-TENDERS NOTICE INVITING
(NATIONAL COMPETITIVE BIDDING)**

Online bids are invited on single stage two bid system for
“AMC of servicing & maintenance of ACs at ICAR-NDRI, Karnal”

Tender documents may be downloaded from NDRI web site www.ndri.res.in (for reference only) and CPPP site <https://eprocure.gov.in/eprocure/app> as per the schedule as given in critical datesheet as under:-

CRITICAL DATE SHEET

Published Date	21.4.2021(2:00PM)
Bid Document Download / Sale Start Date	21.4.2021(2:30PM)
Date of Pre-Bid Meeting	Online through Zoom Platform:01.05.2021 at 11:00 A.M. The meeting ID and Password is available on the Institute website http://ndri.res.in
Bid Submission Start Date	21.4.2021(2:30PM)
Bid Submission End Date	11.5.2021 (10:30AM)
Bid Opening Date	12.5.2021(11:00AM)
Place of opening of Technical bid	Office of Purchase Section
Address for communication	Purchase Section, ICAR-NDRI, Karnal-132001

1. On behalf of Director, ICAR-NDRI, Karnal, Electronic Quotations/tenders under Open tender enquiry, Bids are invited from the registered firms/their authorized dealer registered on portal etc. for the goods/services mentioned below. The Quotations/bids duly sealed/signed & completed in all respect should be submitted with scan documents online at CPPP **latest by 10.30 AM on 11.5.2021.** The incomplete Quotations/bids will be treated as rejected. The Quotations received after stipulated date & time will not be considered & rejected, and no correspondence in this regard will be entertained.
2. The Tender form/bidder documents may be downloaded from the <https://eprocure.gov.in/eprocure/app>. Online submission of Bids through Central Public Procurement Portal (<https://eprocure.gov.in/eprocure/app>) is mandatory. Manual/Offline bids shall not be accepted under any circumstances.
3. Tenderers/Bidders are requested to visit the website <https://eprocure.gov.in/eprocure/app> regularly. Any changes/modifications in tender enquiry will be intimated by corrigendum through this website only. In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Director, ICAR-NDRI, Karnal reserves the right to accept or reject any or all the tenders.

4. The firms are required to upload copies of the following documents:-

• **Technical Bid**

- i. Scanned copy of BID SECURITY DECLARATION (mandatory for all bidders).
- ii. Scanned copy of Firm's registration under Companies Act/ or any other Act, PAN Card, GST No., Tender acceptance letter.
- iii. Scanned copy of Income Tax Statement for the last three financial years i.e. **2017-18, 2018-19 & 2019-20.**
- iv. Scanned copy of all authentic documents regarding firm's turnover etc. during last three financial years i.e. **2017-18, 2018-19 & 2019-20.**
- v. Scanned copy of User List/Purchase Orders (minimum three) of its satisfactory installation during last three years.
- vi. The bidder should submit the Certificate of Non-Blacklisting/Not Banned/Temporarily suspended by any Govt. Deptt./Organizations during last three years.
- vii. Please indicate if you are registered with any Govt. organization; and, if registered, furnish all relevant details.
- viii. The scan copy of an undertaking stating that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, the firm will be liable to punitive action.
- ix. The scan copy of **all additional documents as per Clause 13** should also be submitted by the bidder.

• **Financial Bid:-**

Financial bid should be quoted as per BOQ. The firms should quote the rates in consolidated form in BOQ.

5. The Bidders may submit their Techno-Commercial bids and price bids online on the portal of CPP. No conditional bids shall be allowed/ accepted. Bidders will have to upload scanned copies of various documents required for their eligibility and all other documents as specified in NIT, techno-commercial bid in cover-I, and price bid in Cover-II. To enable system generated techno-commercial and price comparative statements, such statement may be submitted in Excel formats strictly. The bidder will have to give an undertaking online that if the information/declaration/scanned documents furnished in respect of eligibility criteria are found to be wrong or misleading at any stage, they will be liable to punitive action. **Further, a "Bid Security Declaration" may also be submitted by the bidders accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for the time specified in the tender documents.**
6. The Financial Bid of the Technically Qualified bidders only will be opened after short listing of techno-commercially acceptable bidder with due information through system generated emails & SMS alerts.

7. Description of the goods/ services required and quantity:

Sl. No.	Name of the service required	Quantity
1.	AMC of servicing & maintenance of ACs	830

S.No.	Equipment/instrument	Quantity
1	Window AC (1.5 Ton)	377

2	Window AC (2 Ton)	33
3	Split Type AC (1.5 Ton)	244
4	Split Type AC (2 Ton)	103
5	Split Type AC (3 Ton)	1
6	Tower AC (3.5 Ton)	30
7	Tower AC (3 Ton)	12
8	Cassette AC (4 Ton)	5
9	Cassette AC (2 Ton)	14
10	Split AC (1Ton)	8
11	Split AC(3/4 Ton)	1
12	Window AC(3/4 Ton)	1
13	Split AC(2.5 Ton)	1
	Total AC	830

**ii) Guiding specification and other technical details:
Terms and conditions-**

1. One servicing of each AC will be done in a year. In addition to that, whatever complaint comes during operation of AC throughout the year has to be attended and rectified within 24 working hours by the contractor.
2. All spare parts like relay, capacitor, rubber parts, welding material, gases etc. except compressor required for repairing and maintenance of air conditioners shall be arranged by the contractor himself at his own cost and arrangement. PCB circuit plates and its components will be repaired/ replaced by the firm.
3. The compressor and condenser/ evaporator motors replacement/ rewinding shall be arranged by the user at Institute level.
4. All kinds of labour jobs required to bring the AC in working condition shall be attended by the contractor.
5. In case the unit has to be taken to the contractor's workshop for repair the cost of the transportation and other expenses shall be Borne by the contractor/supplier himself.
6. Any of the machines under breakdown should be repaired and put back in service within 24 working hours from the time of reporting defect where compressor and condenser/ evaporator motor repair is not involved and within 24 working hrs after the repair/ arrangement of new compressor/ motors where compressor and condenser/ evaporator motor repair is involved.
7. The air conditioner in working condition while taking under AMC will be handed over to the institute by the firm in working condition at the end of AMC.
8. Payment of the service/maintenance contract amount will be made quarterly after the end of the quarter.
9. All the tool and plants will be arranged by the contractor/supplier at his own cost.
10. Work will be carried out under the control of Maintenance Engineer, NDRI, Karnal
11. Work should be started immediately on receipt of AMC award.
12. Performance Security as per rule will have to be deposited by the firm before undertaking the AMC.
13. In case of loss of Institute property due to negligence of the firm or its manpower, the same will be recovered from the firm.
14. The AMC may be cancelled at any stage, if the same is not found satisfactory as per the Contract.
15. The Director, NDRI, reserves the right to cancel the order at any stage without assigning any reason.
16. All disputes/litigation, if any shall be subject to Karnal jurisdictions only.
17. The contractor is required to carry out the work by adopting all safety measures in case of any accident to his manpower the firm will be solely responsible for the loss.

18. Income Tax/TDS, as applicable, will be deducted from the contractor's bill.
19. The contractor will be required to post at least one technician and one helper permanently during the period (9.30am to 5.00pm) of contract at NDRI premises for attending the day-to-day complaints/emergency. **The Technician should have ITI in Refrigeration/ Electrician with two years experience in the relevant field.**
20. The contractor may deploy or post more technicians/ helpers when the work demand increases in peak season to attend and complete the maintenance jobs within stipulated time.
21. All the remaining terms and condition are as per tender document.
22. The Firm will have to put a sticker/ service tag on the body of the AC after servicing.
23. In case no AMC service is provided by the firm and no staff is posted on any working day, the deduction of amount as calculated for one day out of total work order value will be made from the quarterly bill of the Firm.

9. Bid Opening: Both the techno-commercial and price bids will be opened online by the bid openers mentioned at the time of creation of the tender online. Relevant bidders can simultaneously take part in bid opening online and can see the resultant bids, of all bidders. The system automatically generates a technical scrutiny report and commercial scrutiny report in case of the techno-commercial bid opening and a price comparative statement in case of price bid opening which can also be seen by participating bidders online.

10.

- i. **Terms of delivery** :Delivery at site, viz. AAO (Stores), NDRI, Karnal
- ii. **Delivery period for goods/ services:** **Within One month from the date of issue of Purchase Order. In case the Purchase Order is placed to foreign supplier in foreign currency, delivery period will be at least 3 months from the date of purchase order.**
- iii. **Erection / installation** and commissioning are to be completed **within 15 days** of delivery of the goods/ services at site.
- iv. **Terms of Inspection** by the **purchaser's representative:** At **NDRI, Karnal** after Receipt of Supply of Goods/ services.

11. Price structure:

The ICAR Research Institutes are exempted from **Excise** and **Customs Duties** on Research Consumables, *vide Notification No. 10/97-CE dated 1.3.1997 (as amended by 16/07-CE) and Notification No. 51/96-Customs respectively.* However, for the ICAR Institutes to avail the aforesaid Duty Exemption benefits, the **Prices** are required to be quoted by Manufacturers preferably on Ex-Works **basis**, *without including any Excise/Customs Duty component.* Freight & Transit Insurance are required to be quoted extra, *as per actuals*, for insured transportation from Ex-Works to Destination.

The rates and prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including stator variations, if any.

12. Supply of Services & Terms of Payment:

a. Payment term for supply of services:-

The payment will be released on quarterly basis after the satisfaction of the Indenter. The supplier will then send its invoice along with accompanying documents to the paying authority for payment. The paying authority will release the full payment to the supplier as due in terms of the contract, within seven working days of receipt of supplier's invoice, provided the invoice and the accompanying documents are in order.

b. Paying Authority: The Comptroller, ICAR-NDRI, Karnal – 132 001.

c. Liquidated Damage/Penalty Clause:

- i. The complaints will be attended immediately after receiving the intimation over phone or in writing. In case, the complaint(s) of maintenance/repair of the ACs are not attended to within 24 working hrs, penalty of Rs.100/- per day per AC will be levied. Frequent failure to repair the ACs shall warrant the blacklisting of the Firm.
- ii. Any of the machines under breakdown should be repaired and put back in service within 24 working hours from the time of reporting defect where compressor and condenser/ evaporator motor repair is not involved and within 24 working hrs after the repair/ arrangement of new compressor/ motors where compressor and condenser/ evaporator motor repair is involved.
- iii. **PENALTY FOR VIOLATION OF SAFETY MEASURES:** In case of any violation of safety measures and or on noncompliance of safety PPE by the Contractor or his employee (s), NDRI shall penalize the contractor as follows : Rs 500/- First time Rs 1000/- Second time onwards If contractor continue for failing to provide the safety &/ or PPE, NDRI reserves its right to terminate the contract. The contractor shall immediately upon knowing of any accident, damage or losses, in which he is involved on the site, should inform the area-in-charge. The contractor shall take all safety precautions and provide adequate supervision by competent persons in order to do the job safely and without damage to plant, personnel, equipment, and the environment. Any accident causing fatal or non-fatal injury to the employee(s) of the contractor shall be the exclusive responsibility of the contractor."

d. Dispute Resolution Mechanism:

If any dispute or difference of any kind arises between the purchaser and the supplier in connection with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions.

However, if the parties fail to resolve the disputes or differences by such mutual discussion **within 30 days**, either the purchaser or the supplier may give notice to the other party of its intention to refer the same to arbitration.

The arbitration will be conducted by a sole arbitrator, who will be appointed by the Director, ICAR-NDRI, Karnal and the procedure to be followed in this respect will be as per the Indian Arbitration act, 1996.

The **venue** of the **arbitration** shall be the place (i.e. **NDRI, Karnal**), from where the contract is issued.

- e. In case of any Legal Dispute, the jurisdiction will be at Karnal.
13. You are also required to fulfill the following conditions and also furnish the required details as indicated in subsequent paragraphs.
- a) At the time of awarding the contract, the purchaser reserves the right to increase or decrease by up to 25%, the quantity of goods & services as specified in the above requirement, without any change in the unit price or other terms & conditions.
 - b) Please furnish a certified copy of your latest ITCC (Income Tax Clearance Certificate).
 - c) Please indicate if you are registered with any Govt. organization; and, if registered, furnish all relevant details.
 - d) Please state whether business dealings with you presently stand banned by any Government organization; and, if so, furnish relevant details.
 - e) Bidders are advised that one bidder cannot represent two suppliers or quote on their behalf in a particular tender. Specifications mentioned in Firm's Brochure will only be acceptable.
 - f) The supplier shall at all times indemnify the purchaser, at no cost to the purchaser, against all third party claims of infringement of patent, trademark of industrial design rights arising from the use of the goods/services or any part thereof, with respect to the goods/ services quoted by the supplier in its offer.
 - g) The quotation(s) as well as the contract shall be written in English language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange,

shall also be written in English.

The quotation and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language, provided that the same is accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.

- h) The contract shall be governed by the laws of India and the interpreted in accordance with such laws.
 - i) The quotation / offer shall remain valid for acceptance for a period not less than **90 days** after the specified date of opening of the offer.
 - j) The Bidder quoting the Bid of foreign equipment on behalf of Foreign Manufacture/Foreign Supplier, the Authorization Certificate from the Principal is essentially required and should be attached with the bid.
 - k) The bidder should submit the Certificate of Non-Blacklisting/Not Banned/Temporarily suspended by any Govt. Deptt./Organizations.
 - l) **Bid Security Declaration” may also be submitted by the bidders accepting that if they withdraw or modify their bids during period of validity etc., they will be suspended for two years.**
 - m) The SSI/MSEs Registered with NSIC are exempted from Tender Fees and EMD subject to submission of NSIC Registered with valid certificate with the items list.
 - n) The condition of Prior Turnover and Prior Experience has been relaxed with respect of Micro and Small Enterprises.
 - o) The NSIC registered firm who quote their bid of foreign make on behalf of the Foreign Manufacturer/Principal supplier should also submit the **Bid Security Declaration**. In case such declaration is not submitted by the bidders, their bid will not be considered and will be treated as rejected.
 - p) The Annual Maintenance Contract / Comprehensive Maintenance Contract, if required by the user later on, will be awarded separately. However, the bidders are required to quote the years wise rates for the requisite period in their bids.
 - q) Alternate/ conditions/ Optional bids will not be accepted.
 - r) **Bidders should not be permitted to alter or modify their bids after expiry of the deadline for receipt of bids. However, any request of the bidder to add any document on later stage will not be accepted.**
 - s) **The firm may ensure that the specification of the quoted model should be clearly indicated in the submitted brochure and on the website of the firm. Just write yes in technical compliance statement is not valid if the same specifications are not found in brochure as well as website. If any specifications are not indicated in the brochure as well as on the website of the firm on the date of opening of the tender, this Institute has all right to reject the bid on the same basis and no further correspondence may be entertained.**
 - t) **All the MSME and Start up firms are eligible to get the benefit as per Govt. of India Guidelines.**
 - u) **The guidelines issued vide No.P-45021/2/2017-PP(BE-II) dt 16.9.2020 by GOI, Min. of Commerce & Industry, DoPIIT regarding Public Procurement (Preference to Make in India), Order 2017(Revision) shall be followed.**
 - v) **Any bidder seeking benefit/preference under MSME/Make In India or any other policy/scheme of the Govt of India, which is currently in force must submit all relevant documents/certificates/undertaking etc. at the time of bidding itself.**
14. Notwithstanding the above, the purchaser, reserves the right to accept or reject any quotation or annual the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.

Before executing supply, the successful Bidder will have to deposit Performance security as per Rule which is equal to 3% of the ordered value of goods/services, in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a

Commercial bank or online payment.

NOTE:- All the participating bidders should be complying with GST provisions enacted by Govt. of India from the date of 1st July, 2017.

**Asstt. Admin. Officer (P)
(On the behalf of Director, ICAR-NDRI, Karnal)**