



राष्ट्रीय प्रतिरक्षाविज्ञान संस्थान

जैव प्रौद्योगिकी विभाग, विज्ञान और प्रौद्योगिकी मंत्रालय, भारत सरकार का स्वायत्त अनुसंधान संस्थान
अरुणाआसफ अली मार्ग, नईदिल्ली-110067

NATIONAL INSTITUTE OF IMMUNOLOGY

An Autonomous Research Institute of the Department of Biotechnology, Ministry of Science and Technology,
Government of India

Aruna Asaf Ali Marg, New Delhi-110067

(Ph. No. 011-26717121-45 & 26717010-19)

ई-निविदा दस्तावेज/E-TENDER DOCUMENT केलिए/FOR

एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य/**Comprehensive annual maintenance contract of precision air-conditioning units installed in HPC cluster laboratory at NII, New Delhi**



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अरुणाआसफ अली मार्ग, नईदिल्ली-110067
NATIONAL INSTITUTE OF IMMUNOLOGY
J.N.U Campus, Aruna Asaf Ali Marg, New Delhi 110067

NII/EE/Elect/158A/22-23/eNIT09

Date 16.09.22

ई -निविदा आमंत्रण सूचना/Notice Inviting E-Tender

E-tenders are hereby invited in two parts, (I-Technical Bid and II- Price Bid) on behalf of the Director, NII, Aruna Asaf Ali Marg, JNU Campus, New Delhi-110067 for the work “एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य/**Comprehensive annual maintenance contract of precision air-conditioning units installed in HPC cluster laboratory at NII, New Delhi**” from OEM or **specialized agency having or executed comprehensive annual maintenance contract for Emerson make precision air conditioning units in any Central Govt./State Govt./PSU/Autonomous bodies and other Govt. Departments etc.**, as per the schedule of work and General Terms & Conditions available on the Institute’s website <http://www.nii.res.in/others/tenders>, <https://dbt.euniwizarde.com> and <https://eprocure.gov.in/epublish/app>. It may be noted that Corrigendum/amendments etc., if any will be notified on the web site and no separate advertisement will be made for the same. All prospective bidders are therefore advised to regularly visit the above-mentioned Website for any future information or update.

(कार्यपालक अभियंता)



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Website Url:	http://www.nii.res.in/others/tenders https://dbt.euniwizarde.com https://eprocure.gov.in/epublish/app
Name of work	एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य/ Comprehensive annual maintenance contract of precision air-conditioning units installed in HPC cluster laboratory at NII, New Delhi
Earnest Money	The bidders are exempted for submission of Bid Security/Earnest Money Deposit. However, they have to submit the bid securing declaration, as per format given on Annexure-C .
E-tender uploading date and time	10.10.22 upto 9.00PM
Date of opening of Technical Bid	10.10.22 at 9.30PM
Date of technical presentation	Will be intimated separately to only technically qualified bidders, if required
Date of opening of financial bid	Will be intimated separately to only technically qualified bidders

Time for completion of job	One year
Cost of tender	In order to promote wider participation and ease of bidding, no cost of tender document may be charged for the tender documents downloaded by the bidders)
Contact details	National Institute of Immunology, Aruna Asaf Ali Marg, New Delhi-110067, Ph. 011-26703515, 672

2. Prequalification criteria (agency should submit all documents/ undertaking/ confirmation etc in support of each of points, failing which the tender will be rejected automatically):

- a) An 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 ₹ 1.85 Lakh **or** two similar work not less than of ₹ 1.15 Lakh each **or** three similar work not less than of ₹ 0.92 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.**
- 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) The agency shall submit copy of balance sheet/ P&L Account/ITR for the assessment year i.e 2019-20, 2020-21 & 2021-22.
- f) The agency shall visit/examine the site for each unit as per given time schedule or prior appointment and submit duly filled & signed Annexure-II counter signed by Ex. Engg or his representative.
- g) The bidder shall attach copy of GST registration number.
- h) The bidder shall attach copy of agency/company RTGS details
- i) An undertaking to the effect that ‘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 bidder will not withdraw his/their Tender after opening of technical bid and if done so; his/their EMD may be forfeited or blacklisted for three years.
- (iv) The bidder will not sublet the work (if awarded to his/their Bidder) and if it does so; the penalty shall be payable by his/their Bidder to NII as may be decided by the Institute.

3.0 REGISTRATION PROCESS

3.1 Bidders to enroll on the e-Procurement module of the portal <https://dbt.euniwizarde.com> by clicking on the link "[Bidder Enrolment](#)". Enrolment on the e-wizard Portal is free of charge.

3.2 The bidders to choose a unique username and assign a password for their accounts. Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the e-Wizard Portal.

3.3 Bidders to register upon enrolment their valid Digital Signature Certificate (Class III Certificates with signing plus encryption key usage) issued by any Certifying Authority recognized by CCA India with their profile.

3.4 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others, which may lead to misuse. Foreign bidders are advised to refer "DSC details for Foreign Bidders" for Digital Signature requirements on the portal.

3.5 Bidder then logs in to the site through the secured login by entering their user ID / password and the password of the DSC / e-Token.

4. TENDER DOCUMENTS SEARCH

4.1 Various built in options are available in the e-Wizard Portal and Institute portal <http://www.nii.res.in/others/tenders>, <https://dbt.euniwizarde.com> which is further synchronizing with CPP Portal i.e <https://eprocure.gov.in/epublish/app> to facilitate bidders to search active tenders by several parameters. These parameters include Tender ID, organization, location, date, value, etc.

4.2 There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the Online Portal.

4.3 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'interested Tenders' folder. This would enable the Online Portal to intimate the bidders through e- mail in case there is any corrigendum issued to the tender document.

4.4 The bidder should make a note of the unique Tender ID assigned to each tender; in case they want to obtain any clarification / help from the Helpdesk of the e-Wizard portal.

5. BID PREPARATION

5.1 Bidder should take into account any corrigendum and addendum published on the tender document before submitting their bids.

5.2 Please go through the tender notice and the tender document carefully to understand the documents required to be submitted as part of the bid.

5.3 Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

5.4 Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF formats.

Bid documents may be scanned at least 100 dpi with black and white option and the scanned documents should be legible. Illegible bids will not be considered.

5.5 Copy of constitution or legal status of the bidder / OEM / Sole proprietorship / company /firm etc.

5.6 Experience Certificates in line with the pre-qualification criteria and other documents mentioned in the tender document.

5.7 Copy of PAN Card / GST Registration.

5.8 Brochure, original technical catalogue with detailed specification and picture of the product offered, if relevant.

5.9 Earnest Money Deposit: The bidder will be required to deposit the Earnest Money Deposit (EMD) as mentioned through online portal **(if applicable)**.

5.10 EMD Fee are exempted for MSME/ NSIC vendors etc (subject fulfil tender conditions). However tender processing fee has to be paid by all the vendors as this fee is being charged by the Online Portal service provider directly **(which is non-refundable)**.

5.11 The bidder should have their registered office/ branch/service Centre in Delhi-NCR.

6. BID SUBMISSION

6.1 Bidder to log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission deadline. Bidder will be responsible for any delay due to other issues.

6.2 The bidder to digitally sign and upload the required bid documents one by one as indicated in the tender document.

6.3 Bidder to select the payment option as “Online” to pay the tender processing fee/ EMD wherever applicable and enter details of the instrument.

6.4 A standard BOQ format (preformat of price bid) has been provided with the tender document to be filled by all the bidders. Bidders to note that they should necessarily submit their financial bids in the prescribed format and no other format is acceptable.

6.5 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

6.6 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data, which cannot be viewed by unauthorized persons until the time of bid opening.

6.7 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

6.8 Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. along with the date & time of submission of the bid with all other relevant details.

6.9 Kindly add readable scanned PDF of all relevant documents in a single PDF file of compliance sheet.

7. ASSISTANCE TO BIDDERS

7.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

7.2 Any queries relating to the process of online bid submission or queries relating to eWizard Portal in general may be directed to the 9.00 am-6.00pm e-Wizard Helpdesk. The contact numbers for the helpdesk are 011-49606060, +91-8882495599, +91-8210817180.

सामान्य नियम और शर्तें/GENERAL TERMS AND CONDITIONS

कार्य/Work: - एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य/Comprehensive annual maintenance contract of precision air-conditioning units installed in HPC cluster laboratory at NII, New Delhi.

1. **INTERPRETATIONS:** In constructing these Conditions, the Specifications, the Schedule of quantities, Tender, Special Conditions and Contract Agreement the following words shall have the meaning herein assigned to them except where the subject or context otherwise required:

a. "Employer" shall mean Director, NII and or any officer authorized by the Director for the purpose.

b. "Engineer/Engineer-in-charge" shall mean the Engineer designated by the Employer to superintend and perform other duties as indicated in the contract.

c. "Contractor" shall mean the individual or Firm or Company or Agency , whether incorporated or not, undertaking the work and shall include the legal personal representative or such individual or the persons composing such Firm or Company or the successors of such Firm or Company and the permitted assignees of such individual or Firm or Company.

d. "Work/Works" shall mean all work or works defined in schedule of quantities, specifications and such other work or works as the contractor may be entrusted with for carrying out under this contract.

e. "Contract" shall mean the Articles of Agreement, the General Conditions, Special Conditions, the Appendix, the Schedule of Quantities, Specifications and drawings etc., attached hereto and duly signed.

f. "Contract Price" shall mean the sum named in the Tender, subject to such amount additions thereto or deductions there from as may be made under the provisions, hereinafter contained.

g. "Site" shall mean the lands and other places as shown on the site plan, on which the works are to be, provided, by the Employer for the purpose of the Contract.

h. "Drawings" shall mean the drawings referred to in the contract etc., and any modifications of such drawings approved in writing by the Employer and such other drawings as may from time to time be furnished or approved in writing by the Employer.

i. "Notice in Writing" or written notice shall mean a notice in writing, typed or printed characters sent (unless delivered personally or otherwise provided to have been received) by registered post to the last known private or business address or registered office of the address and shall be deemed to have been received, when in the ordinary course of post, it would have been delivered.

j. "Act of Insolvency" shall mean any Act of Insolvency as defined by the Presidency Towns Insolvency Act, or the Provincial Insolvency Act or any act amending such original.

"Net Prices" if in arriving at the Contract Amount, the contractor has added to or deducted from the total of the items of the Tender any sum, either as a percentage or otherwise, then the net price of any items, in the tender, shall be the sum arrived at by adding to or deducting from the actual figure appearing in the Tender, as the price of that item, a similar percentage or proportionate sum. Provided always that in determining the percentage or proportion of the sum so added or deducted by the contractor, the total amount of any Prime cost items and provisional sums of money shall be deducted from the total amount of the Tender. The expression "net rates" or "net prices" when used with reference to the contract or account shall be held to mean rates or prices so arrived at. l. "Virtual Completion" shall mean that the work is in the opinion of the Employer, sufficiently completed for occupation by the Employer, in

relation to the scope of work of this contract. m. Words importing persons include firms and corporations. Words importing the singular only, also include the plural and vice versa, where the context requires.

2. 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).
3. The companies/agencies may visit/examine the site and its surrounding on any working day between **3:00 PM to 04:00 PM** (before closing date of tender) by prior appointment with the Engg-in-charge/laboratory 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 companies/agencies 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-B. **Non-submission of this certificate duly signed by Engg-in-charge will be treated as un-responsive bid and dis-qualified automatically and will not be considered for further evaluation.**

4. The each agency is permitted to submit only one tender and is not permitted to change its tender.

5. **RTGS/NEFT. NII, New Delhi Bank details are under:**

Beneficiary Name:	National Institute of Immunology, New Delhi
Bank Name:	CANARA BANK
Branch Address:	Jit Singh Marg, New Delhi-110067
Bank Account No.:	1484101001636
IFSC Code:	CNRB0001484
9-Digit Code No. of Bank & Branch:	110015015
GSTIN:	07AAATN6040K1ZJ
PAN:	AAATN6040K

(This is mandatory that UTR Number (in case of RTGS/NEFT) is provided in the Technical quotation/bid)

6. The bidder shall attach copy of PAN Card.
7. The bidder shall attach copy of GST registration number.
8. The bidder shall attach copy of company RTGS details.
9. The agency will ensure ESI/PF registration and attach copy of registration.
10. The agency shall submit the copy of registration, if registered with all relevant statutory authority. If not registered, please mention.
11. **Technical Bid** MUST contain one Xerox copy of the unfilled bid document duly digitally or signed and stamped on each page as a token of acceptance of all terms and conditions /clauses of the tender enquiry.
12. The conditional bids shall not be considered under any circumstances and rejected without any notice.
13. 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 companies/agencies. Companies/agencies 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.

14. The agency shall be responsible for any damage to the equipments or laboratories equipments caused due to faulty operation/poor servicing/mishandling etc by their staff and shall rectify the defects free of cost. Decision of the NII authority shall be final in this matter.
15. The Engineer-in-charge or Competent Authority, NII shall be fully empowered to expel any of the Company/agency's staff in case of any indiscipline/misconduct/violence/late attendance/incompetence and due to such expulsions, relevant clause of recovery shall be applicable.
16. The Engineer-in-charge or Competent Authority, NII shall be fully empowered to take any action against agency of company's/agency's staff in case of any indiscipline/misconduct/violence/ late attendance/incompetence and due to such expulsion, relevant clause of recovery shall be applicable.
17. The Engg-in-charge, or Competent Authority, NII shall be fully empowered to depute any staff at anywhere in NII campus as per the site requirement or in-case of any emergency/urgent work related to the electro-metrical services and additional amount will not be paid in any case.
18. No escalation on material (spares) consumable & tools shall be payable by NII during the tenure of this tender contract.
19. No T & P shall be supplied by the Institute.
20. **Payment terms as follow: -**
 - a) No advance of any kind shall be paid.
 - b) Running/Part payment can be made against actual work executed & measured as per scope of work.
 - c) Successful bidder shall deposit an amount equal to 3% of the tendered and accepted value of the work (inclusive of GST) as performance guarantee in the form of DD/RTGS/NEFT/PBG within 10 days of issue of award/LOI letter. The performance guarantee shall be remained valid for a period of sixty days beyond the date of completion of contract period. If successful agency fails to submit the P.G within the mentioned time period, the contract shall be cancelled and the agency shall be blacklisting for the period of three years.
 - d) The rates shall be inclusive of all 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. Any variation in the above said components till the completion of the work will also be in the bidder's account. The GST shall be extra as applicable.

However, bidder should mention rate of applicable GST. In case applicable GST rate is not mentioned by the bidder in price bid; then it will be assumed that their quoted rates are INCLUSIVE of all GST
 - e) Income tax and any other taxes shall be deducted from the agency bill as per govt. of India rules.
21. The time allowed for completion of work shall be **Two year** which shall be reckoned from tenth day from the date of award letter or letter of intent.
22. The Institute shall have the option to extend the terms of this contract for an additional period as mutually agreed, with the same terms and conditions.

23. Time allowed for the work shall be strictly followed otherwise the bidder shall be liable to pay compensation at the rate of **1%** of the tendered value of the work per month of delay on the part of the contractor 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 contractor the extension of time may be granted upon application by the contractor 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.

24. 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

25. In case the successful agency resiles from the offer within the validity of tender, the PBG will be forfeited. Similarly, if successful agency fails to commence the work within 20 day from the date of issue of award letter, the performance guarantee will also be forfeited besides blacklisting the company/agency.
26. 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 company/agency, 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 agency within 10 days from the date of issue of LOI order.
27. The agency should take extra precaution to ensure that there is absolutely no damage to the facility/laboratories/equipments of NII and if so done; suitable action shall be taken against the agency and all decisions of the Competent Authority of NII shall be final and binding on the company/agency.
28. The bidder shall supply materials at site with manufacturers test certificate and challan as desired by the Engineer-in-charge.
29. 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.
30. Water & electricity required for the job shall be made available free of cost by the Institute. 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 Agency at their own risk & cost.

31. The agency 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 Agency at his own risk and cost. No accommodation/ staff/ lockable space will be provided by NII under any circumstances.
 32. The agency 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.
 33. The each personnel employed/deputed by the successful agency at NII should have company Identity Card. The personnel without ID card will not be allowed to inter in NII campus and if work will delay due to this; agency shall be responsible for it or agency shall get the approval of their list of employees deputed at NII.
 34. The personnel provided by the agency will not claim to become the employees of NII and there will be no Employee and Employer relationship between the personnel engaged by the Agency and NII.
 35. No tent or hut shall be allowed to be put up for workers to stay within the campus. The Agency is deemed to have inspected the site and thoroughly acquainted himself with the site conditions, availability of storage space for materials etc.
 36. It may here be noted; that the entire staff and labour of the Agency will follow all the security instructions issued by the Institute 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 Company/agency's workmen are found to be tampering with the Laboratory equipment and property of the Institute. Suitable damages will be recovered from the Company/agency'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 Company/agency.
 37. On completion of all work, Agency shall remove all surplus materials & leave the site in a broom clean condition, failing which the same shall be done at Company/agency's risk & cost.
 38. The 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.
 39. The rates quoted by bidders should be realistic and workable for each and every items/Job. Quoting unrealistic/unreasonable lower or higher price will be treated as non-responsive bid and will not be considered for further evaluation. The decision of NII shall be final in this regard.
 40. The agency 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.
 41. 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.

निविदाजमाकरनेकेलिएसामान्यशर्तें/ GENERAL CONDITIONS FOR SUBMISSION OF TENDER

1.0 Technical Bid (Part-I):

In this bid, the bidder should submit his bidder profile, organizational setup, credentials, list of plant, machinery & tools in his possession. The bidder's 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**. NII reserves the right to visit the working site mentioned by Bidder's to find out the quality of services rendered. The following documents are essentially to be submitted with technical bid for qualifying.

- (i) Entire NIT (**except Price bid**) duly signed & stamped by the bidder.
- (ii) All document as asked in the prequalification criteria.
- (iii) The bidder shall attach copy of PAN Card.
- (iv) The bidder shall attach copy of GST registration number.
- (v) The bidder shall attach copy of agency/company RTGS details.

2.0 Company/Firm has to submit a declaration (on their letter pad) that “they will meet/fulfill all the items of scope of work & Technical specifications” of NIT (see Annexure-A).

3.0 Price Bid (Part-II):

In this bid, the bidder is required to quote his items rate/price for the “एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिंशिन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य” in the schedule of work attached. The scope of work & technical specifications is provided for your reference. The quoted prices shall be **excluding the GST (GST should mentioned separately)**. **It is mandatory on Bidder 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 Tenderer/Bidder should quote unconditional rates.

4.0 Validity of Tender:

Tender shall be valid for our acceptance without any change in rates and NIT conditions for a period of 60 days from the date of opening of Price Bid.

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

2. 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. Also, Non adhering of any of the conditions of LTN will render the bid to be rejected.

प्रमाणपत्र / अंडरटेकिंग
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. I/We will be able to complete the work within stipulated time and to execute the works suit the site condition.
- b) I/we undertake that I / we have visited the place for “एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिंसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य’ and noted the entry door / approach sizes/quantities, floor space, existing electrical connections etc. No extra cost will be claimed by us later on for any difficulties/modifications involved for total maintenance of any items as mentioned in the tender. I/we also understand that the work is related with **already operational/functional Institute’s**.

(Signature of Bidder) :

(NAME):

(SEAL):

Note : (i) A certificate for the site inspection should be duly signed by Engg-in-charge or his representative. Non-submission of this certificate duly signed by Engg-in-charge will be treated as un-responsive bid and dis-qualified automatically and will not be considered for further evaluation.

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

Bid Securing Declaration

If any agency withdraws or modify their Bids during the period of validity, or if they are awarded the contract and they fail to sign the contract, or to submit a performance security before the deadline defined in the request for bids/ request for proposals document, they will be suspended for the period of Three Years.

Annexure-D

(To be submitted on Company Letter Head).

AUTHORIZATION LETTER

We (name of the bidder) hereby authorize Shri / Smt. (name of the authorized person) to sign and submit the bid to NII, New Delhi against their tender No.: Date:

Shri / Smt. (name) is also authorized to negotiate the terms and conditions pertaining to the said tender on behalf of M/s (name of bidder). The specimen signature of Shri / Smt. (name) is appended below.

Specimen Signature: Name:

The undersigned is authorized to delegate the authority on behalf of M/s (name of bidder), as stipulated above.

For (name of bidder)

Seal of the company/contractor/agency

TENDER ACCEPTANCE LETTER

(To be submitted on Company Letter Head).

Date:

The Director,
National Institute of Immunology,
Aruna Asaf Ali Marg,
New Delhi – 110 067

SUB: Acceptance of Terms & Conditions of Tender. Tender Reference No:

Work: एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य.

Dear Sir,

1 I / We have downloaded / obtained the tender document(s) for the above mentioned 'Tender / Work' from the web site(s) namely:

2 I / We hereby certify that I / / We have read the entire terms and conditions of the tender documents (including all documents like annexure(s), schedules(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 has also been taken into consideration n, while submitting this acceptance letter.

4 I / We hereby unconditionally accept the tender conditions of above-mentioned tender document(s) / corrigendum(s)) in its totality/ entirety.

5 I / We do hereby declare that our Firm has not been blacklisted / debarred by any Govt. Department / Public sector undertaking.

6 I / We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be in incorrect/untrue or found violated, then your department/organization shall without giving any notice or reason therefore or summarily reject the bidder terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the fully said earnest money deposit absolutely.

Yours faithfully,

Authorized Signatory. (Signature of the Bidder, with Official Seal)

OTHER TERMS & CONDITIONS

1. ON CALL CAMC 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. 4,000/- 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 CAMC 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 complete indoor or outdoor unit. 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: -

Schedule of work

कार्य : एनआईआई, नई दिल्ली में एचपीसी क्लस्टर प्रयोगशाला में स्थापित प्रिसिशन एयर कंडीशनिंग इकाइयों का व्यापक वार्षिक रखरखाव अनुबंध का कार्य /Name of work: - Comprehensive annual maintenance contract of precision air-conditioning units installed in HPC cluster laboratory at NII, New Delhi.

S. No	Items	Qty	Unit	Rate	Amount
1	Comprehensive annual maintenance contract of two EMERSON MAKE precision air-conditioning units of all models and capacity including repairing or replacement of motor, compressor, evaporator, condenser, blower, 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 the cost of replacement of body of unit or complete indoor and outdoor] as approved by Engg-in-charge.	1	Year		
2	Supplying and replacing <u>complete indoor unit</u> (similar to existing equivalent) of precision air conditioning units including cards, control panels, damper, motor, blower, cable, actuator, compressor, cooper coil, copper pipe, drain pipe, insulation, changing of R22/R32 gas with providing of any other associated accessories, trial run and testing of whole unit complete as per the site requirement and as approved by Engg-in-charge (including buy back of old indoor unit).	1	Job		Rate only
3	Supplying and replacing <u>complete outdoor unit</u> (similar to existing or equivalent) of precision air conditioning units including cables, connector, outdoor frame, fan, copper coil, changing of R22/R32 gas with providing of any other associated accessories, trial run and testing of whole unit complete as per the site requirement and as approved by Engg-in-charge (including buy back of old outdoor unit)	1	Job		Rate only
4	Supplying and fixing of suitable size copper pipe (suction and discharge pipe for new machine) with bend, supports and insulation similar to existing and as per site requirement and as approved by Engg-in-charge (including buy back of old pipe with accessories).	1	Rmt		Rate only
5	Supplying and fixing of suitable size copper XLPE armored cable for new machine, as per site requirement and as approved by Engg-in-charge.	1	Rmt		Rate only

6	Supplying and fixing of suitable size HR/HRLS copper unarmored cable for new machine, as per site requirement and as approved by Engg-in-charge.	1	Rmt		Rate only
	Total of item no.1				
	GST (SGST+CGST) on item no. 1				
	Net Total (item no.1+GST)				
	GST rate in % (SGST+CGST) on item no. 2 to 6				

Notes:

1. **Rates quoted shall be inclusive of duties & cartage etc. as mentioned under Item –20 (d) of General T. & C. of tender document).** However, bidder should mention rate of applicable GST. In case applicable GST rate is not mentioned by the bidder in price bid; then it will be assumed that their quoted rates are INCLUSICE of all GST.