

## ॥ सा विद्या या विमुक्तये ॥ ಭಾರತೀಯ ತಂತ್ರಜ್ಞಾನ ಸಂಸ್ಥೆ ಧಾರವಾಡ भारतीय प्रौद्योगिकी संस्थान धारवाड Indian Institute of Technology Dharwad

Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 839

# Tender for providing Annual Service Maintenance Contract (ASMC) for Air Conditioners Installed at IIT Dharwad in WALMI Campus for a Period of One Year.

Tender no: IITDH/MMD/IPS/2021-22/03

### INDIAN INSTITUTE OF TECHNOLOGY DHARWAD

Near High Court, PB Road, Dharwad-580011 TEL NO: +91 836 2212 839

#### Tender no: IITDH/MMD/IPS/2021-22/03

#### NOTICE INVITING TENDER

Name of the work:	Tender for providing Annual Service Maintenance Contract (ASMC) in respect of Air Conditioners service for one year to Indian Institute of Technology Dharwad in WALMI Campus
Type of Tender:	Open Tender Enquiry
Estimate Value:	Rs.3.60 Lakhs approximately
Cost of tender documents	Free of cost
EMD:	Nil
Issue of tender:	17 <sup>th</sup> February 2022
Last date for submission of tender:	Date: 8 <sup>th</sup> March 2022
	Time: 10:00 AM
Opening of tender:	Date: 8 <sup>th</sup> March 2022
	Time: 10:30 AM
Contacting Authority:	The Executive Engineer, Near High Court, P B Road Dharwad-580011 E-mail: ee.ips@iitdh.ac.in. Telephone: 91-836-2212-839

#### Two Bid System: -

The two bid system will be followed for this tender. In this system bidder must submit their offer in separate sealed envelopes as – Technical Bid and Financial Bid.

Separate technical bid and financial bid envelopes should be clearly marked as "Envelope No. 1 - Technical Bid" and "Envelope No. 2 - Financial Bid".

Both these sealed covers are to be put in a bigger cover which should also be sealed and duly super-scribed with our Tender No. & Due Date and to be submitted to the concern department/section mentioned in tender document.

Note: The technical offer should not contain any price information. If the price quoted is submitted in technical bid, the tender will be rejected at the sole discretion of IIT Dharwad. Initially Technical Bids will be opened and evaluated by the works committee. Financial bids of only Technically qualified bidders will be opened later.

Contract/ Work Order will be awarded to the lowest bidder (L1) identified.

Covers Information / Submission of Bids					
Cover No.	Cover Type	Description			
1 Technical ar		EMD, Technical Specification, Tender Document, Schedule of Requirement and Compliance, Bidders Information/Indian Agent Information, Previous Work Orders etc.			
2	Financial	Financial Bid			
Opening of technical bid:		Date: 08th March,2022			
		Time: 10:30 AM			
Schedule of Opening of		Schedule for opening of Financial Bid will be notified only to the bidders			
Commercial Bids		qualifying the Technical Bid. Presence of the bidder or his/her authorized			

	representative at the time of opening of the Commercial bid is highly preferable.			
Contacting Authority:	The Executive Engineer (EE-IPS)			
Near High Court, P B Road Dharwad-580011				
	E-mail: <u>ee.ips@iitdh.ac.in</u> .			
	Telephone: 91-836-2212-839			

# INDIAN INSTITUTE OF TECHNOLOGY DHARWAD Near High Court, PB Road, Dharwad-580011

TEL NO: +91 836 2212 839

#### Tender no: IITDH/MMD/IPS/2021-22/03

#### 1. GENERAL CONDITIONS OF CONTRACT

Sealed tenders are hereby invited on behalf of the Indian Institute of Technology, (IIT) Dharwad, for providing Annual Maintenance Contract (AMC) in respect of Air Conditioners works for one year to Indian Institute of Technology Dharwad in WALMI Campus, Karnataka.

#### 2. QUALIFICATION CRITERIA:

Only those bidders fulfilling the following Eligibility Criteria should participate in the tender: -

- 2.1 Bidders should be established Authorized air service providers and must be in the business of providing AMC in respect of Air conditioners works in the last 3 years or more (i.e., the firm must be in the business since August 2018 or earlier).
- The Bidder must have carried out at least one similar annual AMC work of minimum Rs.3 lakhs in reputed organizations/IITs/IIMs/Govt. offices/PSUs/Central Universities/Reputed Private Organizations etc. during a period of last 3-5 years (i.e., must have successfully completed the work during August 2016 till date). Completion certificates/Final bills etc. to this effect are required to be enclosed.
- 2.3 A Certificate/Undertaking on the letter head of the Company to the effect that the bidder has not been blacklisted anywhere in India or abroad by any organization. A self-certification to this effect is required to be enclosed.
- 2.4 The Bidder should be registered with concerned statutory authorities for GST/Income Tax etc. The bidder should furnish relevant GST registration documents and PAN/TAN copies along with the bank details of the firm.

Any prospective bidder, not satisfying any of the above-mentioned qualification criteria shall be disqualified on technical grounds and the price bid of such disqualified bidder will not be considered for this tender.

- 3. Tender documents can be obtained from IIT Dharwad website: <a href="http://www.iitdh.ac.in/announcements">http://www.iitdh.ac.in/announcements</a> worktenders.php
- 4. Tenders are to be submitted in a serially numbered & bounded manner in two parts such as Technical BID (Separate Sealed Envelope) and Financial Bid (Separate Sealed Envelope) (The Technical bid qualified vendors only shall be considered for evaluation of Financial Bids). Tender should be placed in sealed cover super-scribed with the name of the work and the same will be put in the tender box by the tenderer kept in Office of Executive Engineer(IPS) up to 10:00 AM on or before last date and time of bid submission as mentioned in Notice Inviting Tender (NIT) and will be opened by Executive Engineer or his authorized representatives in his office / any other place in the Institute on date and time of tender opening as mentioned in NIT, in the presence of such tenderers who desire to attend.

- 5. Tenders must be submitted in sealed covers and should be addressed to The Executive Engineer (IPS), Indian Institute of Technology Dharwad, Near High Court, PB Road Dharwad 580011. The name of the tenderer and the name of the work must be noted on the above.
- 6. Income Tax PAN number & GST registration number is to be submitted along-with the bid.
- 7. The tenderers should write in figures as well as in words for the rates quoted by them on the proper form of the tender. All corrections / over writings must be attested by the dated initials of the contractor. The tenderer is advised to avoid offering discount /rebate in the covering page or at the end of the schedule. Instead, the same can be incorporated in the unit rate by reducing the unit rates. If at all offered, the discount / rebate percentage offered is to be written in words such as Five percent / point Five percent etc.
- 8. The rates quoted shall be exclusive of GST. The contractor shall quote for all the items whose rates are asked and not leave any blanks. The GST as per the GOI Guidelines shall be reimbursed b at actuals
- 9. The offer should be valid for 90 days from the date of opening for the purpose of issue of acceptance letter. The amount quoted herein after referred to as base rate must be firm and inclusive of all charges of any kind and inclusive of any kind of liability from / to any authority. GST shall be mentioned separately and must not form part of base price. There will be no extra payment or payment of escalation in the amount under any circumstances whatsoever. Statutory taxes will be deducted at source from the payment against the bill amount.
- 10. No extra item or substitute item shall be allowed out without prior approval in writing.
- 11. Work has to be carried out in consultation with the representative as authorized by IIT Dharwad.
- 12. The contractor whose tender is accepted will be required to furnish security deposit for the due fulfillment of his contract. Security deposit shall be deducted from each running account (RA) bill @ 3% (Three percent) of the amount of work executed and claimed in the bill.
- 13. No part of the contract shall be sublet without written permission of IIT Dharwad nor shall transfer be made to power of Attorney authorizing others to receive payment on contractor's behalf.
- 14. **Process for execution of Air Conditioners Works:** The successful contractor shall execute the Air Conditioner AMC work only upon receipt of the written approval. No work shall be commenced without obtaining written sanction from the representative of IIT Dharwad (Office of Dean-IPS). The written approval shall form the basis of execution of work at site and must be enclosed with the RA bills for the purpose of measurement of work carried out and settlement of bills. Failure to obtain written permission to carry out the work and non-submission of approvals with the bills may result in deduction of final payment.
- 15. IIT Dharwad reserves the right to reject any tender or all the tenders without assigning any reason therefore.
- 16. The Contractor shall comply with the provisions of all Acts, Statutes, Rules, Regulations etc. of the Central and State Government as the case may be that may apply to his case and if necessary, get himself duly registered as required by the said Acts, Statutes, Rules, Regulations etc.
- 17. The contractor for the work shall be liable to pay applicable tax (including Taxes on works contract to state Government) if any that may be levied by the State or Union Government. Any request contrary to this will not be accepted.

- 18. Completion period: As per the details mentioned in the written approval issued prior to execution of work.
- 19. **Terms of payment:** As per the measurements at site and on certification of the site engineer.
  - a) The contractor shall submit his monthly bill along with monthly muster sheet & written approvals. Kindly note that the monthly bills for work done under ASMC must be submitted by 15<sup>th</sup> day of next month (i.e., for the work done in September 2021, the bills must be submitted on or before 15<sup>th</sup> October 2021 along with all the measurements & approvals). Submission of delayed bills may lead to imposition of penalty @ 0.5% of bill value for each delayed week.
- b) The payment shall be released through NEFT/RTGS payment system only in the bank account of the contractor after necessary deduction of statutory dues.
- c) TDS and other Statutory taxes shall be deducted at the source from the monthly bills.
- 20. It shall be open to the Institute to abandon or give up at any stage of the construction of any of the said works or any part thereof. In the event of such abandonment or giving up or in the event of termination of the agreement, the Contractor shall be paid up to the work performed by then.

#### 21. DEVIATION, EXTRA ITEMS & APPROVALS FOR PRICING:

In case of execution of any extra items(s), apart from the BOQ, contractor must intimate the office of Dean (IPS) to obtain prior sanction for carrying out the work along with the quantities & rates. Thereafter, the contractor may submit the bills as per the usual practice of submission of RA bills.

- 22. Termination of contract If the Contractor fails to perform any of its obligations under this agreement or if Institute is dissatisfied with the services of the Contractor, Institute may issue seven days' written notice intimating the Contractor of their failures or deficiencies and calling upon Contractor to rectify within such time as may be specified in the notice and if the Contractor fails to perform such obligation or make good such deficiencies as pointed out to the Contractor in the notice, Institute may terminate the services of Contractor under this agreement. Institute may also terminate the Contract hereunder:
  - i) if the firm is adjudged bankrupt or
  - ii) if they make a general assignment for the benefit of their creditors or
  - iii) if a receiver is appointed on account of their insolvency or
  - iv)they disregard law, ordinances, rules, regulations or orders of any public authority having jurisdiction on the works.

The termination shall be without prejudice to all rights, liabilities and remedies that have arisen or accrued till date of such termination or that may arise on account of such termination. In such case, the Contractor shall not be entitled to receive any further payment, if due, until the loss, damage or expense incurred by Institute due to breach of this agreement by Contractor have been settled.

In case the Contractor abandons the work during the course of the project, the Institute reserves the right to appoint an alternate Contractor or make an arrangement for carrying out the work of Contractor, at the risk and cost of the Contractor. Traveling / daily allowances shall not be payable

to the Contractor, its representatives, officials and consultants engaged by it for their visit to construction site, offices of local authorities, Employer's office or any other place in Dharwad.

The scope of work broadly described herein and assigned to Contractor, as their area of responsibility is inclusive of all constancy and other services required in connection with the completion of work whether specifically mentioned herein or not and rendering such constancy services will not entitle the Contractor to charge any additional fees in as much as the same are included in the overall professional fees payable to them.

#### 23. Liquidated Damages Clause:

If any delay in execution of the works is attributable to the acts or omissions and commissions of Contractor, Institute shall be entitled to recover liquidated damages at the rate of 0.5% of the total fees for each week of delay limited to maximum of 10% of the total actual fees payable.

- 24. Professional indemnity: Contractor warrants that it shall exercise high degree of care and diligence in rendering the services pursuant to this agreement and that; such services shall be of a quality and standard satisfactory to Institute. The Contractor shall indemnify Institute from any damage or loss arising from such lack of care and diligence or arising out of any unsatisfactory performance of service by Contractor. The contractor is required to obtain a Contractor All Risk (CAR) policy for successful and safe completion of project. Contractor shall provide a copy of this policy to Institute showing that such insurance has been taken and being maintained and that all the premia thereon have been paid. A certified copy of such insurance policy shall be deposited with Institute.
- 25. Dispute Settlement: In case of any dispute or difference arise between the parties during the progress of or after construction of this contract or touching or relating either to the said buildings or works, or to any other matter or thing arising directly or indirectly under this contract, then and in such an event the same shall be referred to Director, IIT Dharwad as the SOLE ARBITRATOR who shall alone consider and determine the same, whose decision / award shall be binding and conclusive upon both the said parties and this clause shall be deemed a submission within the meaning of Arbitration and Conciliation Act 1996 or Statutory modification or re-enactment thereof. It is specifically agreed that the Contractor shall continue to render its services provided herein with all the due diligence, professional skill and tact not withstanding that any matter, question or dispute has been referred to arbitration. The venue of Arbitration proceedings shall be Dharwad. It is further agreed between the parties as hereto that the Dharwad Courts alone shall have the exclusive jurisdiction.
- 26. Site: The contractor shall remove all surplus materials, debris etc. out of the IIT Campus from the site of work on completion work and will hand over the site clean before the bill is processed for final payment. Dismantled materials if any (declared by In-charge of the work) shall be returned to the Estate/ Electrical stores by the contractor at his own cost. The disposal of material shall be done in environmentally friendly way and complying with the local rules and regulations.

#### 27. Security

a. Movement of contractor's materials:

Any materials which are removed from the site of work and are required to be taken out from the IIT campus, the contractor should follow the following procedure:

The contractor shall apply in writing to the In-charge of the work the details of the materials to be removed including which are rejected etc. This application shall be endorsed by the Incharge of work or his authorized representatives. The materials shall only be allowed to go out of IIT campus after counter signature of the security officer and checked at the gate. No materials/tools will be allowed to be brought on holidays/Saturdays/Sundays inside the campus. Contractors can bring the materials/tools/between 0900 hours and 1700 hours on

any working day (Monday to Friday). This may please be noted.

#### b. Search:

Thorough search of all persons and transport shall be carried out at each gate and for as many times as gate is used for entry or exit and may also be carried out at any time or any number of times at the works site within the restricted area.

#### c. Labor Law:

The work will be executed strictly following the Labor Laws of Central Govt & State Govt as may be applicable.

#### 28. Scope of Work

- a) To maintain, repair and retrofit, construct and other civil services etc. under the custody of IIT Dharwad in WALMI Campus.
- b) The contractor posted should attend and available in the IIT Dharwad WALMI campus to attend the work 24 x 7 on all days.
- c) The contractor will be responsible for undertaking all types of repair /replacement pertaining plumbing/sanitary work in the entire WALMI campus under custody of IIT Dharwad.
- d) The necessary materials viz. plumbing pipes fittings, spindles, CP fittings, stone ware pipes, GI/PVC drainage pipes with fittings of approved quality required for day-to-day maintenance/repair/replacement will be arranged by the contractor.
- e) The contractor shall provide tools necessary for the work and no work should be left unattended for wants of tools.
- f) The contractor has the responsibility to provide all safety garments, equipment's, tools etc. to his staff or the persons dealing with work.
- g) Maintaining a register for all activities detailing date, time, item, item description, quantity, complaints diagnosis, time of completion of work etc. The register will be daily shown to the authorized staff of IIT Dharwad and countersigned to acknowledge the activities attended to reflect daily progress. The payment claimed by the contractor will be cross-checked with this register on each occasion.
- h) The contractor shall ensure that all energy efficient appliances, spare parts should be replaced as per the standard of approved make/brand by PWD, KPTCL or HESCOM.
- i) It shall be responsibility of the contractor to execute the work of maintenance and repair including replacement of sanitary and plumbing fittings at all levels and heights of the buildings for which necessary Jhoola, safety belt, Scaffolding, helmets etc. will be arranged by the contractor at their cost.
- j) The carpenter's service should be available as and when required.
- k) The work of the contractor will be supervised by the authorized representative /Engineer of IIT Dharwad
- The maintenance contract consists of operation and maintenance of existing buildings, plumbing and related services, petty civil works, construction of sheds, fast track structures, maintenance of staff quarters, roads and path ways etc. as detailed in schedule accompanying the notification and tender documents.
- m) The operating/ Supervisor staff shall possess the knowledge of firefighting and first aid.
- n) The operating/supervisor personnel shall have the basic knowledge and technical skill of civil execution works to carry out civil and plumbing works independently in case of emergency and urgent repair works.
- o) The contractor/operator/supervisor personnel shall have a clear working knowledge of the various BOQ items and shall not meddle /alter the BOQ items without the permission of the Engineer in charge.
- p) Any other work of similar nature as and when assigned.

#### 31. Evaluation Criteria:

<u>The L-1 will be decided on the basic Amount quoted for the work excluding taxes.</u> All levies/taxes (i.e., GST etc.) will be reimbursed as per statutory norms. (As per format of commercial bid).

However, the decision of the Competent authority will be final and binding in awarding the order.

In case of any clarification required, the same can be clarified from IIT Dharwad before submission of the bids.

#### Annexure-1

#### **Bidder Information**

1.	Name of the Bidder	
2.	Address of the Bidder	
3.	No of years operation in similar services	
4.	PAN No.	
5.	GSTN No.	
6.	State of GST Registration	
7.	E-mail	
8.	Contact Person's Name & Designation	
9.	Mobile No.	

#### Signature of the Bidder with date and seal

Declaration: I/We do hereby accept all the terms and conditions laid down in the tender document for the above said work/supply. I/We also agree to the condition that the right to suspend the tender process or part of the process, to accept or reject any or all the tenders at any stage of the process and/or to modify the process or any part thereof at any time without assigning any reasons thereto is reserved by the Competent authority of the Institute without any obligation or liability whatsoever.

Signature of the Bidder with date and seal

## Indian Institute of Technology Dharwad Near High Court, PB Road, Dharwad-580011

Tender No: IITDH/IPS/EE/2021-22/002

# Schedule of Work/BOQ/Price BID (To be Quoted on the letter head of the bidder)

Sl. No	KPW D SR CODE	Financial Bid for Maintenance of Air condition Particulars	Unit	BOQ Qty	Rate	Amount
1		Servicing charges for inverter/split type air conditioner with allied works for one indoor and one outdoor unit up to 3.0-ton split/cassette type A/Checking of all electrical connections included.				
		Inverter/ Split AC- ONE SERVICE	AC's X No of Services 140*1=1 40	140		
		Inverter/ Split AC-TWO SERVICE	AC's X No of Services 40*2=80	80		
		Inverter/ Split AC- ON CALL SERVICE	AC's X No of Services 40*1=40	40		
		Cassette AC- TWO SERVICE	AC's X No of Services 4*2=8	8		
2	7.12	Installation charges for split type air conditioner with allied works for one indoor and one outdoor unit is to be mounted on suitable Angle Iron support up to 3.0-ton split/cassette type A/C.	Each	5		
3	7.13	Supplying and installation of insulated refrigerant copper tubing of 5/8' and 3/8' with polythene foam insulation 3 core 80 stand copper wiring between indoor and outdoor unit. Leak testing oil and gas charging for additional piping length of tube.				
	7.13.1	Split	Mtrs.	20		
4	7.16	Supplying and fixing capacitor's (of approved make) for split air conditioners.				
	7.16.1	25 to 55mfd running capacitor.	Each	5		
5	7.18	Supplying and fixing the fan motor for blowers and condenser of 1/5 HP, single shaft shaft suitable for split air conditioners.	Each	5		

6	7.19	Supplying & filling refrigerant (R-22) for air conditioning equipment's. Which includes the labor & Nitrogen gas for pressure and leak testing.	Per Kg	25		
7	7.31	Supplying & filling refrigerant latest R-410 / R-32 for air conditioning equipment's. Which includes the labor & Nitrogen gas for pressure and leak testing.	Per Kg	20		
		Total				
		GST @12%		12%		
		Grand Total				
Scope of	of ASMC V	Work				
1	Servicing includes through cleaning of unit, lubrication of motor, checking of electrical wiring and parts. After completion of job a report need to be submitted by the firm.					
2	If any faults/ complaints arise that needs to be attended within the 4 days.					
Terms	and condi	tions				
1		chines under Scheduled services will be taken over in runn y vendor Technician.	ning conditio	n and final	inspection	shall be
2	If any fault will be located in machine that will be repaired at Institute cost as per the BOQ of Spares (enclosed).					
3	In case of execution of any extra items(s), apart from the BOQ, contractor must intimate the office of Dean (IPS) to obtain prior sanction for carrying out the work along with the quantities & rates.  Thereafter, the contractor may submit the bills as per the usual practice of submission of RA bills.					

#### **Annexure-3**

#### LIST OF APPROVED MAKE/MODEL

- 1) All material shall confirm to relevant technical specification. The material shall be further subjected to tests in the recognized laboratories at the sole discretion of the Engineer-in-Charge and shall be at contractor's cost.
- 2) Material bearing appropriate IS marking and having valid license for the last 3 years shall be given preference while selecting for the work
- 3) In the case of material which are not widely available with IS marking in the market but confirm to the technical specification mentioned in the tender documents, the same shall be procured from any of the manufacturer after prior approval of the EIC.
- 4) EIC can approve any other brand subject to verification of the adherence to the relevant technical specification
- 5) All the Make of materials used shall of the parent brand of Air conditioners/or alternate brand whose performance is established with the approval of competent Authority.