

**Indian Statistical Institute, Delhi Centre,**  
7 S.J.S Marg, Katwaria Sarai, New Delhi-110016

**NOTICE INVITING TENDER**

**TenderNo. ISID/EMU/SplitAC/2018-19/11**

**Date: 23/07/2018**

Online tenders are invited for 11 Split Air Conditioners as per the details enclosed from the reputed, established and competent vendors / suppliers in two bids – technical and financial. The details of tender documents are as follows:-

**CRITICAL DATE SHEET**

A)	Date & Time of NIT and other documents	23.07.18 (5.00 PM)
B)	Downloading of Tender Documents from website of <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>	25.07.18 (11.00 AM)
C)	Date & Time of online submission of technical and financial bid	26.07.18 (5.00 PM)
D)	Closing date for submission of Technical and Price Bids	10.08.18 (5.00 PM)
E)	Date & Time of Opening of Technical Bid	13.08.18 (12.30 PM)
F)	Date & Time of opening of Price Bid	Will be notified separately on e-procurement and ISI Delhi Website

1	Name of office inviting tender	Indian Statistical Institute, Delhi Centre, S.J.S Marg, Katwaria Sarai, New Delhi-110016
2	Name of the equipment	Split Air Conditioner 1.2 TR
3	Specifications of the equipment	Can be obtained / downloaded from our website address: <a href="http://www.isid.ac.in/Announcements/Tender">www. isid.ac.in / Announcements/Tender</a>
4	Eligibility of bidder to participate in the tender	Original Equipment Manufacturer (OEM) or its Sole Authorized Business Distributor/Dealer shall be able to bid with original authorization from OEM. No assemble or reseller shall be considered.
7	Opening of Financial bid	The Financial bid will be opened only of the Technically qualified bidders after internally technical selection.
8	Documents to be attached along with the tender	<ul style="list-style-type: none"> <li>i. Experience Certificate</li> <li>ii. Authorization Certificate</li> <li>iii. Copy of PAN No. and GSTIN certificate</li> <li>iv. Copy of Income Tax Return Acknowledgement for the last three years</li> <li>v. Makes and Model need to be specified clearly in the Bid</li> </ul>

**The Authority of the Centre reserves the right to accept or reject any or all tenders without assigning any reason thereof.**

**Tenders / offers sent by fax / email / hardcopy will not be considered and would be rejected.**

*agbhatt*

Head, Delhi Centre  
ISI ,DELHI CENTRE

**1.Price :-** For Destination ISI, New Delhi

**2.Taxes :-** GSTIN

**3.Payment:-100%** payment within 30 days from the date of satisfactory receipt installation and acceptance of Air conditioners.

**4.Delivery:- 2 weeks** required by ISID. Offered by vendor

**5.Method of submission of bids –** Bids shall be submitted online only at (e-procure) CPPP website [www.eprocure.gov.in](http://www.eprocure.gov.in)

**6.Earnest Money:** The bidder shall be required to submit the Earnest Money Deposit (EMD) for an amount of Rs. 13,000/- (Rupees Thirteen thousand only) by way of demand drafts only. The demand draft shall be drawn in favour of "Indian Statistical Institute, New Delhi. The demand draft for earnest money deposit should be sent in original to Purchase Officer, Delhi Centre, Indian Statistical Institute, Delhi Centre, 7, S.J.S. Sansanwal Marg, Katwaria Sarai, New Delhi – 110016, so as to reach us before the closing date. The EMD of the successful bidder shall be returned after the successful submission of Bank Guarantee / Security Deposit .For unsuccessful bidder(S) it would be returned after award of the contract. Bid(S) received without demand draft of EMD will be rejected.

(a)The tender without earnest money deposit will be summarily rejected. The firm who are registered with National Small Industries Corporation (NSIC) / OR Small Scale Industries (SSI) are exempted to submit the EMD (Copy of valid registration must be provide along with Technical Bid).

(b) The EMD, in case of successful bidders shall be retained by the ISID, till the finalization of the tender. No interest will be payable by the ISID, on the EMD.

**7.Rates:** Rate should be quoted in Indian Rupees (INR) on DOOR Delivery basis at ISID, inclusive of all charges, Makes and Model quoted need to be specified. Where there is a difference between the rates in figures and words, lower of the two rates shall be taken as valid and correct rate. Institute reserve the right to Increase / Decrease the Quantity as per their requirement and also reserve the right to split the order on the basis of L-1 quoted rates of respective item.

**8.Warranty/Guarantee:** Bidder must provide one (01) year comprehensive onsite warranty and it will be started from the date of the satisfactory installation/ commissioning of goods, against the defect of any manufacturing, workmanship and poor quality of the components.

No offer of the bidder will be accepted without warranty / guarantee of their supplied installed goods.

**9. Tax Deduction:** The Income Tax / Any other Taxes as applicable shall be deducted as per prevailing rate.

**10. Validity of Bids:** The quoted rates must be valid for a period of 90 days from the date of closing of the tender. The overall offer for the assignment and bidders(s) quoted price shall remain unchanged during the period of validity. If the bidder quoted validity shorter than the required period, the same will be treated as unresponsive and it may be rejected.

In case the tenderer withdraws, modifies or change his offer during the validity period, bid is liable to be rejected and the earnest money deposit shall be forfeited without assigning any reason thereof. The tenderer should also be ready to extend the validity, if required, without changing any terms, conditions etc. of their original tender.

**11. Authority to person signing document:** A person signing the tender form or any documents forming part of the contract on behalf of another shall be deemed to warranty, that he has authority to bind such other and if, on enquiry, it appears that the person so, signing had no authority do so, the ISI, Delhi may without prejudice to other Civil and criminal remedies cancel contract and held the signatory liable for all cost and damages. 12 Months from the date of satisfactory installation and commissioning.

**12. Performance Security Deposit:** The successful tenderer will be required to furnish a Performance Security Deposit equal to 10% of the contract value after receiving work order in the form of Fixed Deposit Receipt or Bank Guarantee as per format at Annexure-II from any Nationalized Bank duly pledged in the name of the "Indian Statistical Institute, New Delhi "which shall be kept valid for a period of 60 days beyond completion of all the contractual obligations.

**13. Terms of Payment:** (i) No advance / Part payment shall be made.  
(ii) The payment will only be released on satisfactory supplying and installation of the ACs by NEFT/RTGS.

**14. Award of Contract:** After the evaluation of the bid(s) ISID, will award the contract to the lowest evaluated responsive tenderer on composite basis. Conditional bid will be treated as unresponsive and will be rejected.

**15. Installation:** Installation, demonstration and training will be done by the vendor.

**16. Transit Insurance** - For delivery of goods at site, the insurance shall be obtained by the supplier for an amount equal to 110% of the value of goods from "warehouse to warehouse" (ultimate destination) on "all risks" basis including strikes. Copy of Insurance Policy need to be submitted along with the Bill, failure to which deduction for cost of Insurance will be made from the Bills submitted for payment.

**17. Delivery and Installation** - All the work shall be completed within 30 days from the date of issue of work order by the Institute. All the aspects of safe installation including civil and electrical shall be the exclusive responsibility of the contractor. If the contractor fails to complete the work on or before the stipulated date, then a penalty at the rate of 1% per week or the part there of the total order value shall be levied subject to maximum of 10% of the total order value.

**18. Subletting of Work:** The firm shall not assign or sublet the work / job or any part of it to any other person or party without having first obtained permission in writing of ISID, which will be at liberty to refuse if thinks fit. The tender is not transferable. Only one tender shall be submitted by one tenderer.

**19. Force Majeure:** Force Majeure means an event beyond the control of the supplier and not involving the supplier's fault or negligence and which is not foreseeable and not brought about at the instance of, the party claiming to be affected by such event and which has caused the non-performance or delay in performance. Such events may include but are not restricted to, act of the Purchaser / Consignee either in its sovereign or contractual capacity, wars or revolutions, hostility, acts of public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes excluding by its employees, lockouts excluding by its management, and freight embargoes.

If a force majeure situation arises, the supplier shall promptly notify the Purchaser/ Consignee in writing of such conditions and the cause thereof within twenty-one days of occurrence of such event. Unless other wise directed by the Purchaser / Consignee in writing, the supplier shall continue to perform its obligations under the contract as far as reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

ii. If the performance in whole or in part or any obligation under this contract is prevented or delayed by any reason of Force Majeure for a period exceeding sixty days, either party may at its option terminate the contract without any financial repercussion on either side.

iii. In case due to a Force Majeure event the Purchaser / Consignee is unable to fulfill its contractual commitment and responsibility the Purchaser / Consignee will notify the supplier accordingly and subsequent actions taken on similar lines described in above sub-paragraphs.

**20. Termination for convenience:** The Purchaser/Consignee reserves the right to terminate the contract, in whole or in part of its (Purchaser's / Consignee's) convenience by serving written notice on the supplier at any time during the currency of the contract. The, notice shall specify that the termination is for the convenience of the Purchaser / Consignee. The notice shall also indicate interalia, the extent to which the supplier's performance under the contract is terminated, and the date with effect from

which such termination will become effective.

The goods and services that are complete and ready in terms of the contract for delivery and performance within thirty days after the supplier's receipt of the notice of termination shall be accepted by the Purchaser / Consignee following the contract terms, conditions and prices. For the remaining goods and services, the Purchaser / Consignee may decide:

To get any portion of the balance completed and delivered at the contract terms, conditions and prices; and /or

To cancel the remaining portion of the goods and services and compensate the supplier by paying an agreed amount for the cost incurred by the supplier toward the remaining portion of the goods and services.

- 21. Breach of Terms and Conditions:** In case of breach of any terms and conditions as mentioned in tender, the Competent Authority, will have the right to reject the bid at any stage without assigning any reason thereof and nothing will be payable by ISI, Delhi in that event the EMD shall also stand forfeited.
- 22. Legal Jurisdiction :** The Agreement shall be deemed to have been concluded in Delhi and all obligations hereunder shall be deemed to be located at Delhi and Court within Delhi will have jurisdiction to the exclusion of other courts.
- 23. Settlement of dispute :** All disputes or differences of any kind whatsoever that may arise between the ISID and the Vendor/Contractor /Supplier in connection with or arising out of the contract or subject matter thereof or the execution of works, whether during the progress of works or after their completion, whether before or after determination of contract shall be settled or resolved by Arbitration proceedings as per the provisions of the (Indian) Arbitration Conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the Arbitration proceeding. Such arbitration shall be settled by Sole arbitrator who shall be appointed by Head, ISI, Delhi. The arbitration shall take place in Delhi unless both parties agree otherwise.
- 24. Applicable Law:** The contract shall be governed by laws and procedures established by Govt. of India, within the framework of applicable legislation and enactment made from time to time concerning such commercial dealing / processing.
- 25. Right to accept or reject the Tender:** Head, ISID reserves the right to accept or reject any or all the tenders without assigning any reason thereof.
- 26. Discrepancy between Specification :** In case of discrepancy in the specification or any other matter the matter shall be brought by the

contractor to the notice of the Engineer in charge for further decision.

27. **Procurement of Material:** The contractor shall be responsible for the procurement of all the materials required to complete the work.
28. **Contractor to Employ Qualified Supervisor:** The contractor shall employ skilled supervisor to "supervise and execute the work.
29. **Inconvenience to the Public:** The Contractor shall not deposit or store any materials at any site without permission of the Engineer. The materials will be stored at such places only with prior approval of the Engineer as there is no obstruction in traffic or other agencies.
30. **The provision against accident and safety measures:-**  
The contractor will take all necessary precautions against a fire during the course of his work & will ensure the work against fire at his cost. He will also take all care against likely damage of floor, wall doors, windows or any part of the building. In case of any damage or loss, the contractor has to make good at his own cost.
31. **Secrecy:** In a view to safeguard the secrets & confidential information relating to Indian Statistical Institute, Delhi Centre the tenderer binds himself and his successors to secrecy & contracts to bind to secrecy of his officials, Manager, Technical Senior Staff & all other staff directly or indirectly concerned in or whom have to acquire information relation to the ISI, Delhi equipment and the tenderer shall access to any such information.
32. **Care in Case of Occupied Buildings:** Tenderer may also note that when the subject work is to be carried out in the building/ premises of ISID, which are already under occupation, all care shall be taken to protect personal and / or Government materials fixtures, appliances, equipment's etc. In case of any damage to any of the existing arrangements, contractor is liable to do such work to its original and /of shall be liable to pay the cost of such damages / losses. The work shall be carried in close coordination with occupants of these buildings without any hindrance and interruption.
33. **Supply of Tools Tackles and Other Materials :** For full completion of the work, contractor shall at his own expense arrange & furnish all necessary work tools, tackles, scaffolding, tagaries, mugs, scrappers, wire brushes etc. that may be required to complete the work under contract.
34. **Inspection of supply / Work:** Engineer or any person appointed by Head, ISID shall have access and right to inspect the supply & work / other related work , or any part thereof at all times and places during the progress of the supply/ work. The inspection and supervision is for the purpose of assuring owner that the plans and specification are

being properly executed and while owner/Engineer and their representative will extend all desired assistance to contractor in interpreting the plans and specifications, all such assistance shall not relieve contractor from any responsibility for the work. Contractor without delay shall correct any work, which proves faulty.

- 35. Security Rules:** The contractor shall follow security rules of Institute. The contractor should issue the identity cards to their workers. Contractor may please note that the security section is empowered to carry out the checks.
- 36. Work beyond office hours and holidays :** Normally contractors shall not be allowed to work beyond office hours at night. Work at night/ in holidays shall however, be allowed if the site conditions/circumstances so demand. However, if the work is carried out in more than one shift or at night, no claim on this account shall be entertained. In such situations the contractor shall make available to their department/ workers proper means of transport etc. such as vehicle etc. at his own cost. Necessary prior permission is required, which may be obtained from the Institute in writing. Debris/Malba generated at site during the cutting of walls shall be removed and disposed off outside ISID campus by the contractor.

#### **TERMS & CONDITIONS FOR MSME :**

1. The bidders in the category of Micro and Small Enterprises (MSEs) who are registered with MSME bodies like National Small Scale Industries Corporation etc. are exempted from payment of Bid Security /Earnest Money Deposit. A proof regarding current registration with MSME/NSIC for the tendered items will have to be attached along with bid/ quotation/ offer.
2. SSI Units registered with NSIC should participate in tender directly enclosing copy of NSIC certificate and offers from their agents will not be considered.
3. In compliance of Public Procurement Policy for Micro and Small Enterprises (MSEs) Order 2012, purchase preference shall be given to Micro and Small Enterprises (MSEs) registered with District Industries Centers or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National small Industries Corporation or Directorate of Handicrafts and 1-landloorn or consortia of Micro and Small Enterprises formed by National Small Industries Corporation, if the price quoted by the MSEs is within 15% of L- 1 price ( L-1 price means Landed Lowest price ) quoted by any other bidder, for the tendered items for which they are the L-1.
4. Purchase preference shall be applicable for the 20% of the tendered quantities only provided L-1 bidder is not MSE and the MSEs accept the L- 1 price.
5. In case of an MSEs is the L-1 bidder for all item, the



100% tendered quantities shall be placed an order to MSEs firm.

6. In case of an MSE owned by SC/ST and price quoted is within 15% of the L-1 price quoted by the L-bidder then 20% quantity shall be ordered on them at L-1 rate, subject to their acceptance.
7. In case of more than one MSEs participates in the tender and their prices are within 15% of L- 1 price and L-1 bidder is an enterprise other than MSEs then 20% of the tendered quantities shall be shared proportionately between participating MSEs on their acceptance of L- 1 price.
8. In case of more than one MSEs participates in tender and their prices are within 15% of L- 1 bidder price who is not a MSEs and one of the MSEs is owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantities shall be procured from MSEs owned by SC or ST entrepreneurs exclusively subject to their acceptance of L-1 price in addition to sharing of equal portion of balance of 16% with other non SC/ST owned MSEs subject to their acceptance of L-1.
9. In case of more than one MSEs owned by SC or ST then 4% tendered quantities or say 20% of the 20% tendered quantity shall be procured from these MSEs owned by SC or ST entrepreneurs exclusively subject to the acceptance.

Submission officer Tender General Condition :

1. The technical bid should be complete in all the respect indicating detailed technical specification of the offered items, make, model, duties, taxes, delivery period, gross and net weight of the consignment, together with the description leaflet/catalogue/pamphlet/manufacturing brochures etc.
2. Document Comprising in Technical Bid ; (Mandatory \*)
  - a) Copy of constitution or legal status of the bidder / manufacturer / sole proprietorship /firm / agency etc.
  - b) Signed each page of tender document.
  - c) The technical bid should be accompanied by Demand Draft of Earnest Money Deposit.
  - d) Copy of Income Tax Return acknowledgement for the last three years.
  - e) Copy of PAN Card

- f) Copy of GSTIN registration certificate.
- g) Bidder must be authorized distributor / Dealer / Sub Dealer of Air Conditioner of Quoted/ recommended make.
- h) Makes and Model need to be specified clearly in the Bid.
- i) Bidder shall be furnished valid dealership certificate in the Technical bid, invalid dealership certificate bid will be summarily rejected.
- j) Duly signed tender NIT documents shall be attached in the Technical bid.

**3. Document comprising in Financial Bid :**

Financial Bid form / Price Schedule (Annexure - I) - Rate must be quoted as per format specified, failing which tender shall be summarily rejected.

If the items is available in DGS&D Rate Contract, copy of the Rate Contract may please be provided /enclosed.

- 4. Copy of Sales Tax clearance certificate duly attested by a Gazette officer.
- 5. Current valid certificate of registration including its annexure in case registered with SSI / NSIC etc.
- 6. Validity of the offer should be kept open for a period of not less than **three months**.

Price Schedule - Annexure - I

Performance Bank Guarantee - Annexure - II

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Abhay G. Bhatt  
Head, Delhi Centre  
Indian Statistical Institute  
7, S. J. S. Sansanwal Marg  
New Delhi-110016

## Annexure I

### Financial Bid

Sr. No	Description of Material	Qty	Unit	Rate in Rs.	Amount in Rs.
1.	SITC of Split Air Conditioner Capacity : 1.2 Tr, Power supply : 230V/50 HZ, Operation : LCD display, Compressor : Rotary, Nose Level Indoor Unit : 32 db below, Star Rating : 3 star CFM - 460 above, Condenser, Coil : Copper Refrigerant : R-22,  Make : Hitachi/Daiken/O General	11	Nos.		
2	Fixing charges of split A/C	11	Nos.		
3	Outdoor unit stand	11	Nos.		
4	Supply and fixing of Additional copper Pipe		mtr		
5	Supply and fixing of 3x2.5 sqmm flexible cable				
6	Supply and fixing of flexible PVC drain pipe				
	TOTAL				

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**Abhay G. Bhatt**  
Head, Delhi Centre  
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7, S. J. S. Bansaival Marg  
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**ANNEXURE - II**

(On Non-Judicial Stamp Paper appropriate value)

**PROFORMA OF BANK GUARANTEE (PERFORMANCE)**

To  
Indian Statistical Institute,  
Delhi centre, 7 SJS,  
Sansanwal Marg,  
New Delhi-110016.

Dear Sirs,

In consideration of the Indian Statistical Institute, Delhi centre, (hereinafter called "the Institute" which expression shall include its successors and assigns) having awarded to:

M/s. \_\_\_\_\_

(Constitution) (Address)

\_\_\_\_\_ (hereinafter referred to as "the Contractor" which expression shall include its successors) a works/ purchase contract in terms, inter-alia, of the institute(s) Letter of Acceptance No./Purchase Order No. Date and the Tender Documents (hereinafter called the "said contract" which expression shall include any and all formal contracts entered into in addition to in supersession of the said Letter of Acceptance and all amendments and modifications in the said contract upon the condition of contractor furnishing an undertaking from a Bank as performance guarantee for a sum of (currency) \_\_\_\_\_ (currency) \_\_\_\_\_ only) amounting to 10% (ten percent) of the total contract value for the payment of the Owner's claims under the said contract.

We (Name) \_\_\_\_\_

(Constitution)

\_\_\_\_\_

(hereinafter called "the Bank" which expression shall include its successors and assigns) hereby undertake to pay the Institute in (currency) forthwith on first demand in writing and without protest or demur or proof or condition any and all moneys anywise claimed by the Institute from the Contractor under, in respect of or in connection with the said contract as specified in any notice of demand made by the Institute on the bank with reference to this undertaking up to an aggregate limit of (currency) (currency-in words) \_\_\_\_\_ only). AND the Bank here by agrees with the Institute that:

i) This undertaking shall be a continuing undertaking and shall remain valid and irrevocable for all claims of the Institute and liabilities of the Contractor arising up to and until the midnight of \_\_\_\_\_.

ii) The Institute shall be at liberty without reference to the Bank and without

affecting the full liability of the Bank hereunder to take any other undertaking or security in respect of the contract's obligation and/or liabilities under in connection with the said contract or to vary the terms vis-a-vis the Contractor or the said contract or to grant time and/or indulgence to the Contractor or to reduce or to increase or otherwise vary the prices or the total contract value or to release or to for bear from or foremen to fall or any of the obligations of the contractor under the said contract and/or the remedies of the Institute under any security(ies), now, or hereafter held by the Institute and no such dealing(s), variation(s), reduction(s), increase(s), or other indulgence(s) or arrangement with the supplier or release or forbearance what so ever shall have the effect of releasing the bank from the full liability to the Institute hereunder or of prejudicing rights of the Institute against the bank.

iii) This undertaking shall not be determined or affected by the liquidation or winding up, dissolution or change of constitution of insolvency of the contractor but shall in all respects and for all purposes be binding and operative until payment of all moneys payable to the Institute in terms hereof.

iv) The Bank hereby waives all rights at any time inconsistent with the terms of this undertaking and the obligations of the bank in terms hereof shall not be any wise affected or suspended by reason of any dispute or disputes having been raised by the Contractor (whether or not pending before any arbitrator, tribunal or court) or any denial of liability by the Contractor or any other order or communication whatsoever by the Contractor stopping or preventing or purporting to stop or prevent payment by the Bank to the Corporation hereunder.

v) The amount stated in any notice of demand addressed by the Institute to the bank as claimed by the Institute from the Contractor or as liable to be paid to the Corporation by the Contractor or as suffered or incurred by the Corporation on account of any losses or damages or costs, charges and/or expenses shall be between the bank and the Institute be conclusive of the amount so claimed or liable to be paid to the Corporation or suffered or incurred by the Institute, as the case may be, and payable by the bank to Institute in terms thereof.

vi) The bank do hereby declare that Shri-----  
-- who is (his designation) is authorised to sign this undertaking on behalf of the Bank and to bind the Bank thereby.

This \_\_\_\_\_ day of 20

Yours faithfully

For \_\_\_\_\_  
(Signature)

Name \_\_\_\_\_

Designation \_\_\_\_\_

Name of Bank \_\_\_\_\_

Dated: \_\_\_\_\_

Note:

1. This Guarantee/Undertaking is not to be witnessed.
2. This guarantee/undertaking is required to be stamped as an agreement according to the stamp duty prescribed in the country in which it is executed.
3. This guarantee/undertaking is required to be sent by the Vendor's banker directly to the purchaser (the Institute).
4. The Bank Guarantee should be (Nationalized or Schedule Bank) from any Indian or foreign bank having branch in India, on non-judicial stamp paper of value commensurate with amount as per norms. The Bank Guarantee issuing branch should be situated in India.