

## **Tender Notice**

Tender No. NIELIT/GHY/HW-AMC/2K16/147/P-III/979

Date: 18/06/2019

NIELIT Guwahati Centre invites sealed tender from reputed firms/ vendors/ authorized service providers/ authorized AC suppliers for providing the Annual Maintenance Contract (AMC) of Air Conditioner (AC). The Tender Documents can be viewed and downloaded from the websites <http://nielit.gov.in/guwahati> w.e.f. **07/07/19 (Saturday) at 11:00 AM onward**. Tenders will not be issued from the office of NIELIT Guwahati. The tender must be submitted at NIELIT Guwahati Paltanbazar office on or before 12:00 Noon of 26/06/19 (Thursday) . The tender will close on 26/07/19 (Thursday) at 12.00 Noon and will be opened on same day ie on 26/07/19 (Thursday) 2:00 PM at NIELIT Guwahati, AFC Campus, Vittiya Bhavan, Md. Shah Road, Paltan Bazar, Guwahati – 781 008. The estimated value of the work is **Rs. 1.30 Lakhs (Rupees One lakh Thirty thousand)** only.

Sd/-  
Director  
**NIELIT Guwahati**

<b>Index</b>		
<b>Chapter</b>	<b>Description</b>	<b>Page No</b>
1	Brief Information about the Tender	3
2	Instructions to Bidders	4-5
3	Terms and Conditions of Contract	6-8
4	Schedule of Requirements & Specifications	9
5	Bid evaluation criteria and selection procedure	10
6	Format of Price Schedule	11
7	Acceptance of Terms and Condition of the Tender	12-13
8	Check List	14

**Chapter-1: Brief Information about the Tender****Tender No. NIELIT/GHY/HW-AMC/2K16/147/P-III/979****Date: 18/06/2019**

NAME OF THE WORK	:	Annual Maintenance Contract (AMC) of on-line UPS & Servo Stabilizer at various locations of NIELIT Guwahati.
PLACE OF THE WORK	:	Guwahati (in 02 locations)
ESTIMATED VALUE OF THE WORK	:	Rs. 1.30 Lakhs (Rupees One lakh Thirty thousand)
DATE OF ISSUE OF TENDER	:	07/07/2019(Saturday) 11:00 AM onward.
LAST DATE OF SUBMISSION OF TENDER DOCUMENT	:	26/07/19 (Thursday) at 12.00 Noon.
DATE & TIME OF OPENING TENDER	:	26/07/19 (Thursday) at 2:00 PM.
TENDERS WILL BE OPENED AT	:	NIELIT Guwahati 2 <sup>nd</sup> Floor, Vittiya Bhavan, Near Bazar India MD Shah Road, Paltan Bazar, Guwahati – 781008
EARNEST MONEY DEPOSIT	:	EMD for <b>Rs. 2,600/-</b> (Rupees Two Thousand Six hundred only) in the form of DD / BC in favour of “ <b>NIELIT Guwahati</b> ”, payable at <b>Guwahati</b> have to be submitted by the bidder.
COST OF THE TENDER DOCUMENT	:	<b>Rs. 500/-</b> (Rupees Five Hundred) only in the form of DD / BC in favour of “ <b>NIELIT Guwahati</b> ”, payable at <b>Guwahati</b> have to be submitted by the bidder.
SITE INSPECTION	:	Bidder may visit and inspect the site of the proposed work at their own cost with the verbal/written permission of the authority.

Sd/-  
Director  
**NIELIT Guwahati**

**Chapter-2: INSTRUCTIONS TO BIDDERS**

**Note: Bidders are requested to note that non compliance of the following instructions are liable to render their tender being rejected.**

1. Bidders should put their endorsement (signature and seal) on each page of the documents submitted.
2. Technical and commercial bid must be submitted in separate sealed envelope quoting Tender No in the envelope. EMD and Tender Fee must be submitted along with the Technical Bid.
3. Bidder shall provide documentary evidence of their experience in similar work and value in the NE region by enclosing copies of previous work orders.
4. The bidder should make no alterations and / or addition to the tender papers.  
The bidders will be required to furnish earnest money worth Rs. 2,600/- (Rupees Two Thousand Six hundred only) and cost of Tender amounting Rs. 500/- (Rupees Five hundred only) in the shape of separate DD / BC in favor of "NIELIT Guwahati" payable at Guwahati. Without the earnest money and cost of the Tender, the tender will be summarily rejected. The EMD of successful bidder will be kept as security deposit till completion of the defect liability period. EMD of the unsuccessful bidders will be returned after finalization of the tender and acceptance of work order by the successful bidder.
5. Items are to be quoted in Indian Rupees only.
6. No tender will be accepted by fax, e-mail, telex, or any other such means.
7. Acceptance should be given in the format given in Chapter—6 of this tender document without any alterations.
8. The firm must quote for AMC of all locations, partial quote omitting any service location will not be accepted and the tender will be rejected.
9. Bidders must mention applicable taxes/duties if any separately in the Commercial bid.
10. The period of AMC will be for one year.
11. Bill will be paid quarterly basis after completion of each AMC quarter and certification of concerned Authority.
12. The quoted rates shall have to be valid for a period of 6(six) months from the date of opening of tender.
13. Bidders should submit all supporting documents in favour of information submitted in the tender. Further, copies of all statutory licenses and documents like PAN, GST etc should be enclosed.
14. The repairing/servicing should be carried out in the office premises itself. However, only such work which cannot be done in the office premises will be allowed to be done outside with written permission of the Centre-In charge/Section In charge & Signing Authority of the Organization only on providing standby equipment at no extra cost.
15. It will be binding on the part of the successful bidder to provide service at the rates quoted, failing which the firm will be removed from the suppliers' list and no further enquiries will be sent.
16. Non-conformities between the figures and words of the quoted Commercial Bid

National Institute of Electronics and Information Technology (NIELIT) Guwahati

- a. If, in the price structure quoted for the required goods, there is discrepancy between the unit price and the total price (which is obtained by multiplying the unit price by the quantity), the unit price shall prevail and the total price corrected accordingly, unless in the opinion of NIELIT Guwahati there is an obvious misplacement of the decimal point in the unit price, in which case the total price as quoted shall govern and the unit price corrected accordingly.
- b. If there is an error in a total corresponding to the addition or subtraction of sub total, the sub total shall prevail and the total shall be corrected; and
- c. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to arithmetic error, in which case the amount in figures shall prevail subject to (a) and (b) above.

If there is such discrepancy in an offer the same will be conveyed to the tenderer with target date on the above lines and if the tenderer does not agree to the observation, the tender is liable to be ignored.

17. Contentions arising out of issues not mentioned in this tender document will be resolved as per GFR, CVC, Ministry of Finance, Govt. of India and NIELIT guidelines.
18. NIELIT Guwahati shall be under no obligation to accept the lowest quotation. Further the Director, NIELIT Guwahati reserves the right to reject any or all of the tenders without assigning any reasons.
19. All questions, disputes or differences arising under or out of or in connection with the contract, if concluded, shall be referred to the sole arbitrator appointed by the Director, NIELIT, Guwahati.
20. All disputes lie within the jurisdiction of Gauhati High court.

**Chapter-3: TERMS AND CONDITIONS OF CONTRACT****1. ELIGIBILITY-**

The Bidder must be a Sole proprietor, individual Company/ Firm registered under Indian Company Act, 2013/ The Partnership Act 1932. A bidding firm should be an individual corporation/company.

**Technical Requirements/Compliance:**

1. The average annual turnover of bidder shall be minimum Rs. 06 Lakhs for the last 3 year (2015-16, 2016-17, 2017-18). The bidder has to submit audited balance sheet of the said 3 Financial Years.
2. The bidder should have executed
  - A. One similar assignment having value of 80% of the estimated value OR
  - B. Two similar assignments, each assignment having value of 60% of the estimated value OR
  - C. Three similar assignments, each assignment having value of 40% of the estimated value in last 3 years for any Government organization/Semi-Government organization/ PSU/Universities/Institutions in India (Copy of purchase order along with Completion Certificate from Client/Self Certified shall be enclosed with Technical bid).

**Financial Requirements/ Compliance:**

1. The Bidder should deposit Earnest money along with the Technical bid. The bid received without required Earnest money will be rejected. The EMD should be submitted in the form of A/C payee demand draft/ Banker's Cheque.
2. The Successful bidder should submit performance security @ 10% of the contract value in the form A/C payee demand draft/ pay orders/ Bank Guarantee of any of the nationalized bank in favour of Director, NIELIT Guwahati within 15 days from the contract. Performance security remains valid up to 60 days beyond the date of completion of all contractual obligation of the firm/company. EMD shall be refund to the successful bidder on receipt of performance security
2. **EMPLOYER-** Employer shall mean NIELIT Guwahati, an Autonomous Scientific Society of Ministry of Electronics and Information Technology, Govt. of India and shall include their legal representatives, successors and permitted assigns.
3. **CONTRACTOR** – Contractor shall mean the successful bidder whose offer has been accepted by the employer for the award of the contractor and shall include such successful bidder's legal representatives, successors and permitted assigns.
4. **INSPECTION OF SITE-** The contractor at his / her cost may inspect the premises before quoting the rates and ascertain about the facilities /hindrance and generally obtain his / her own information on matters effecting the execution of the works. No extra charge made in consequence of any misunderstanding or incorrect information or any account shall be entertained.

5. **CONSULTANT/ INSPECTOR-** Engineer / Consultant shall mean the representative(s) appointed or nominated by the Employer to inspect the equipment, materials, service and works.
6. **DURATION OF CONTRACT-** The contract shall be deemed to be enforced from the date of execution of execution of Contract Agreement between Employer and contractor.
7. **DELAY IN COMPLETION – The Service Complaint have to be attended within 48 hours of complaints given by NIELIT Guwahati in form of verbal/written/email etc.** Penalty of 5(Five) % will be imposed in case of delay upto 5(Five) days. Thereafter the rate of penalty will progressively increase by additional 5(five) % for every 5(Five) days of successive delay. Penalty will be calculated on total cost of the Quarterly Bill value.
8. **EXTENSION OF TIME-** Director, NIELIT Guwahati may allow extension of time if in his opinion the works are delayed by reasons beyond the control of the contractor.
9. **DESCRIPTION OF WORK-** As per **Chapter- 4**
10. **RATES-** The rates quoted by the bidder shall be firm throughout the currency of contract (including extension of time, if any, granted). Rates shall cover for charges of material, labour and other accessories and any kind of taxes, fees, duties and insurance etc. that are payable. All rates should hold good for execution of the works at any place irrespective of the floor and height throughout the currency of the contract period.
11. **DAMAGE TO PROPERTY-** The bidder shall be responsible for all damages to the building site and adjoining properties and for injury caused by the work or workmen to persons, animals, things or to the work of other trades and he / she shall effect any insurance necessary and shall take all necessary precautions and hold the employer entirely free from all responsibilities in this respect.
12. **PAYMENT OF BILLS:**
  - a. **SUBMISSION OF BILLS-** Quarterly after each AMC period along with service slips.
  - b. **DEDUCTIONS-** Statutory taxes and duties will be deducted at source as per Government norms. Further other deductions as applicable as per clauses mentioned in the document will also be made.
13. **FORFEITURE OF EMD-** EMD will be forfeited in case of default of any of the above clauses. Further the bidder is liable to compensate NIELIT Guwahati for any loss suffered. All penalties imposed should be deposited by the bidder immediately or may be deducted from any amount due to the bidder.
14. **DISPUTES-** All disputes will lie within the jurisdiction of the Gauhati High Court.
15. **Agreement:** The selected firm shall have to sign an agreement in two sets on non-judicial stamp papers of Rs. 100.00(hundred) each only containing details of terms & conditions after issue of P.O. to begin AMC.

**16.Maintenance:** The selected firm must visit each location atleast once in a month for preventive maintenance and Site visit report duly signed by NIELIT Authority have to be submitted alongwith the bills. No payment will be made without the site visit report.

**17.Termination of Contract:** NIELIT Guwahati can terminate the contract if the AMC vendor fails to perform the maintenance work satisfactorily as per expectation of NIELIT Guwahati. In that case NIELIT Guwahati can terminate the contract immediately stating the actual reason. In that case, the security deposit will be forfeited.

In normal situation, The AMC service will be terminated automatically after one year from the date of issuing of AMC order.

**18. FORCE MAJEURE –**

a) Force majeure clause shall mean and be limited to the following in the execution of the contract placed by the Purchaser: War/hostilities, Riot or Civil commotion, Earth quake, flood, tempest, lightning or other natural physical disaster. Restriction imposed by the Government or other statutory bodies, which is beyond the control of the vendor/contractor.

b) Labour/manpower/financial/commercial/infrastructural/industrial/power/ material/ equipment shortage/ problems/ shortages/ difficulties/breakdowns /accidents etc.. shall not be considered/treated as force majeure events.



**Chapter-4: Schedule of Requirements & Specifications**

**NAME OF THE WORK: AMC OF AC**

**Duration of AMC Period: 01 Year**

<b>Sl. No.</b>	<b>Systems Description</b>	<b>Make</b>	<b>Location of Equipment</b>	<b>Qty</b>
1	Split Type Air Conditioner 1.5/2.0 Ton	LG/Whirlpool/Voltas	Guwahati Main Centre, Palnatbazar	20
2	Split Type Air Conditioner 1.5/2.0 Ton	LG/Whirlpool/Voltas	City Centre, Khanapara	14

**Chapter-5: Bid evaluation criteria and selection procedure**

The Bidding process below specifies the procedures that would regulate the overall bidding process. It contains standard provisions that have been prepared to Design, Prepares, Advertise/Publish, Submit, Open Evaluate, Compare bids and Award of Contract and are to be strictly adhered to by the bidder. The bid shall be submitted in sealed envelope separately in two parts, viz., technical bid and financial bid. Bidder is duty bound to observe all the Laws, Rules, Regulations, Policies, Procedures and Guidelines of the Central Vigilance Commission and Government of India as in force from time to time.

NIELIT Guwahati reserves the right to accept or reject any bid or cancel tender proceedings without assigning any reason whatsoever.

Incomplete quotations are liable to be rejected.

**Evaluation of Technical Bids**

- A. The initial technical evaluation shall be completed by the designated Procurement Committee as early as possible after opening of technical bids.
- B. The number of firms qualified in technical evaluation, if less than four, and it is considered necessary by the tendering authority to continue with the bid process, reasons shall be recorded in writing; otherwise fresh bids will be invited.
- C. After approval of the technical evaluation by tendering authority, the firm which qualified in the technical evaluation shall be informed in writing/verbal about the date, time and place of opening of their financial bids.
- D. The firms which could not qualify in technical evaluation will be informed about this fact. Their financial bid not be opened and EMD refunded after completion of the bid process i.e. award of the contract to the best/ successful bidder.

**Evaluation of Financial Bids**

- A. The financial bids of bidder who qualified in technical evaluation shall be opened at the notified time, date and place by the members of Procurement.
- B. The names of the firms, the rates given by them and conditions put, if any, shall be read out and recorded in tender opening register.
- C. The evaluation shall include all costs and all taxes and duties applicable to the bidder as per law of the Central / State Government / Local Authorities.
- D. The offers shall be evaluated and marked L1, L2 and L3 etc. L1 being lowest offer and then others in ascending order.
- E. The Committee shall prepare a comparative statement in tabular form and its report on evaluation of financial bids and with the recommendation to sanction the best offers to the tendering authority.
- F. It shall be ensured that the offer recommended for sanction is justifiable looking to the prevailing market rates of the goods and / or service required to be procured.

**Chapter-6: Format of Price Schedule**

*PRICE SCHEDULE FORMAT (to be placed in "Commercial Bid")*

**Tender No. NIELIT/GHY/HW-AMC/2K16/147/P-III/979**

**Date: 18/06/2019**

Sl. No	Particulars	Make	QTY (Nos.)	AMC Rate Per Unit (Rs.)	GST (Rs.)	Total Price in Rs.
1.	AMC of Split Type Air Conditioner 1.5/2.0 Ton Service Location: NIELIT Guwahati, Paltanbazar and City Centre, Khanapara	LG/Whirlpool /Voltas	34			
<b>Total</b>						

**(In Words: Rupees.....)**

**(Signature with Seal)**  
(Name & Designation in block letters)

**Chapter-7: Acceptance of Terms and Condition of the Tender**

**TO BE SUBMITTED IN THE “TECHNICAL BID”**

**(IN FIRM'S LETTER HEAD)**  
**LETTER OF ACCEPTANCE**

**To,**

The Director  
National Institute of Electronics and Information Technology (NIELIT), Guwahati  
2<sup>nd</sup> Floor, Vittiya Bhavan, Near Bazar India, MD Shah Road,  
**Paltan Bazar, Guwahati – 781 008**

**Sub: Acceptance of Terms and conditions of tender.**

**Tender No. NIELIT/GHY/HW-AMC/2K16/147/P-III/979**

**Date: 18/06/2019**

**Sir,**

Having read and fully understood the specifications and examined in details of the above tender documents relating to the works and having visited and inspected the site of the proposed works and having acquired all the requisite information affecting the tender invited by you, We ..... hereby agree to all terms and condition of the contract [as laid down in the tender document(s)]. I/We also agree that the printed term(s) and condition(s) if any at the back of our quotation form and / or any other paper enclosed are not applicable.

I/We undertake to complete the works within the period specified in the tender. In this connection we are providing herewith the following information.

1. Proof of address of the firm
2. Address of service locations: \_\_\_\_\_
3. Annual Turnover of the last 03 (three) financial years, duly certified by Chartered Accountant. (Copies of Balance Sheet and IT returns should also be enclosed).
4. List of Clients at different state of N.E. Region along with copies of relevant work orders and timely completion certificates for last 3 (three) years.
5. Details of EMD  
Amount..... Draft No.....DD Date ..... Bank.....
6. GST Registration No.....  
(Copies Enclosed)
7. PAN.....  
(Copies Enclosed)
8. A self certification on the Bidder's Letterhead, mentioning non-relationship with any official of NIELIT.

9. Affidavit / Power of Attorney stating the capacity and the authority of the person signing on behalf of the firm.
10. Details of Cost of Tender  
Amount..... Draft No.....DD Date ..... Bank.....
11. A declaration in the form of **Affidavit** that the firm has not been banned or de-listed by any govt. or quasi Govt. Agency or public sector undertaking.
12. Any other relevant document

(Signature with Seal)  
(Name & Designation in block letters)

## Chapter-8: Check list

**Sub:** AMC of Air Conditioners

**Ref:** Tender No. NIELIT/GHY/HW-AMC/2K16/147/P-III/979

**Date:** 18/06/2019

**Name of Bidder:-**

**Address of Bidder:-**

SL NO.	DOCUMENTS NEED TO BE SUBMITTED	WHETHER SUBMITTED (Tick YES/NO)		Page Number in the Technical Bid
01	Technical bid submitted	YES	NO	
02	Commercial/Financial/Price bid submitted	YES	NO	
03	Whether quotation is typed?	YES	NO	
04	Cost of Tender Documents	YES	NO	
05	Details of Earnest Money Deposit (EMD)	YES	NO	
06	Acceptance of terms and conditions of the tender and it is submitted on the firm's letter head	YES	NO	
07	Signature and seal on each pages of the tender documents including all enclosures	YES	NO	
08	List of client at different states of NE region for the last 3 (three) years along with copies of relevant work order and timely completion Certificate.	YES	NO	
09	Affidavit/ Power of attorney stating the capacity and the authority of the person signing on behalf of the firm.	YES	NO	
10	Documentary evidence of experience in similar works and value in the NE region during the last 3 (three) years.	YES	NO	
11	Firm Registration Certificate	YES	NO	
12	Proof of address of firm	YES	NO	
13	Non-Relationship Certificate in Bidder's Letter Head	YES	NO	
14	GST Certificate	YES	NO	
15	PAN Card	YES	NO	
16	Annual turnover of the last financial years (Copies of balance sheet and IT return to be enclosed).	YES	NO	
17	Declaration that the firm has not been banned or de-listed by any Govt. or quasi Govt. Agency or public sector undertaking in the form of Affidavit	YES	NO	
18	Any other relevant documents.	YES	NO	

(Authorised signatory with Name and Date)