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ITER-India, Institute for Plasma Research

Block A, Sangath SKYZ, Bhat- Motera Road, Koteswar, Ahmedabad 380005 Gujarat, India.

Ph.No. : +91-79-23269656/9575 FAX : +91-79-23269591 / 9501

Email : purchase@iterindia.in

ENQUIRY - LOCAL

OFFICE COPY

ENQUIRY NO

: I-IEN22006

Date

: 14/07/2022

Due Date

: 02/08/2022 by 5:00 PM (IST)

We invite your rate/s for the following item/s. The Instructions to bidders and Terms & Conditions are attached herewith.

Important Note:

1. Enquiry No., Date & Due Date should appear on the envelope otherwise your offer will be rejected.
2. Address quotation only to the Purchase officer.


Sr No.	Material Description	Quantity	Unit
1	All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler units.	1	LOT

Note :

- (1) Submit your quotation in hard copy (sealed envelope superscribing enquiry no and due date) AT THE ABOVE ADDRESS
- (2) Any clarification on this enquiry may be sought from the Purchase Officer, ITER-India. (Email id: purchase@iterindia.in)
- (3) quote with complete technical details.
- (4) quotation should invariably be submitted in the attached format (Quotation Format) ONLY else ITER-India may not consider your offer.
- (5) Detailed specifications & other terms are as per attached Annexure-A. Complete Annexure-A shall be signed & stamped on each page by bidder & to be return back along with the offer.
- (6) CAMC shall start after the Placement of order.
- (7) Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service. Purchase preference to Micro and Small Enterprises will get precedence over Preference to Make In India.
- (8) Any bidder from a country that shares a land border with India(i) , excluding countries as listed on the website of the Ministry of External Affairs(ii) , to which the Government of India has extended lines of credit or in which the Government of India is engaged in development projects (hereinafter called 'Restricted Countries') shall be eligible to bid in this tender only if Bidder is registered(iii) with the Registration Committee constituted by the Department for Promotion of Industry and Internal Trade (DPIIT). Bidders shall enclose the certificate in this regard as per Annexure- III . (i) <https://mea.gov.in/india-and-neighbours.htm> (ii) <http://meadashboard.gov.in/indicators/92> (iii) <https://dipp.gov.in/sites/default/files/Revised-Application-Format-for-Registration-of-Bidders-15Oct2020.pdf>
- (9) Bidder from such Restricted Countries" means: - a) An entity incorporated, established, or registered in such a country; or b) A subsidiary of an entity incorporated, established, or registered in such a country; or c) An entity substantially controlled through entities incorporated, established, or registered in such a country; or d) An entity whose beneficial owner is situated in such a country; or e) An Indian (or other) agent of such an entity; or f) A natural person who is a citizen of such a country; or g) A consortium/ joint venture where any member falls under any of the above.

- (10) In Bids for Turnkey contracts, including Works contracts, the successful bidder shall not be allowed to sub-contract works to any contractor from such Restricted Countries unless such contractor is similarly registered. In such cases, the bidders shall enclose the certificate as per Annexure VII.
- (11) If Bidder has proposed to sub-contract Services or incidental Goods directly/ indirectly from the vendors from such countries, such vendor shall be required to be registered with the Competent Authority. However, if Bidder procures raw material, components, and sub-assemblies from such countries"" vendors, such vendors shall not require registration.
- (12) Class-I Local Suppliers and Class-II Local Suppliers are eligible to bid for this enquiry. Refer Government notification no. P-4501/2/2017-PP (BEII) issued by Ministry of Commerce & industry in this regard Provisions as per this notification as amended from time to time shall apply for this tender including bid evaluation.
- (13) Class-I Local Suppliers and Class-II Local Suppliers will submit duly signed self declaration on their letter head as per Annexure-IV along with the offer failing which bid may not be considered for further evaluation
- (14) **Qualification Criteria for bidder against this enquiry are mentioned in Sr. No. 12 of attached Annexure-A. Bidder need to submit documents in compliance to the criteria. Failing which your bid may not be considered.**
- (15) **Site (ITER-India (IPR), Block-A, Sangath SKYZ, Bhat-Motera Road, Nateshwar, Ahmedabad - 380005) to be visited and details to be entered as per Annexure-II (attached) & to be attached along with the offer. Bidder can contact Mr. Mehul Chodavadia (+91 9328910232) before visiting the site. Bidder can verify health check of all items under CAMC during site visit.**
- (16) If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products/services, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- (17) If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products/services, it would also be exempted from the "OEM Average Turnover" criteria. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
- (18) GeM Availability report ID : GEM/GARPTS/12072022/N9ZIKZW57Wq dated 12.07.2022.
- (19) **General Instructions to bidders:** Purchaser reserves the right to split the order item group wise among the technically qualified L1 bidders against each group. It is mandatory for bidders to quote for each item of particular group (Group-A to Group-B) to be qualified for technical evaluation. In case the bidder not quoted for any item of the particular item group then the bid will be disqualified to be eligible for technical evaluation of that particular item group.
- (20) Bidder shall also confirm that for which group (i.e. A & B or for Both groups) bid is submitted. It is mandatory to quote against each items of the particular group else the bid will be rejected. Bidder has to submit Letter of Acceptance of Tender (with group mentioned) duly filled, signed & stamped along with Bid as per Annexure-VI.
- (21) Bidder shall submit "SCHEDULE OF RATE" as per Annexure-III duly filled, signed & stamped along with Bid documents.
- (22) Following documents to be submitted by the bidders along with bids.
 - i. Signed & Stamped Annexure-A.
 - ii. Relevant documents as proof of compliance to the experience & qualification criteria clause No. 12 of Annexure-A.
 - iii. Site Visit Certificate as per Annexure-IV
 - iv. Self Declaration of Class-I & Class-II as per Annexure-V.
 - v. Letter of Acceptance as per Annexure-VI.
 - vi. Self Declaration by Bidder of a country sharing/not sharing land border with India as per Annexure-VII.

Encl:- as above


Rakhi Dharamdasani
Sr. Officer (Purchase & Stores)
ITER-India (IPR)

TERMS AND CONDITIONS

1. The quotation and any order resulting from this enquiry shall be governed by our Conditions of Order and supplier quoting against this enquiry shall be deemed to have read and understood the same in to
2. Where counter terms and conditions have been offered by the Tenderer, the same shall not be deemed to have been accepted by ITER-India unless our specific written acceptance thereof is obtained.
3. Quotation: Your quotation superscripting our enquiry No., date, due date and brief description of item should be submitted to the Purchase Officer, ITER-India in sealed envelope on or before the due date. Late/ delayed/incomplete quotations will not be considered. Envelopes received without Enquiry number, date, due date and brief description of item may be rejected. The quoted prices should be firm for a period of 90 days from due date for placing order. ITER-India is not bound to accept lowest rate/s. Bidder shall submit the price bid/offer on bidder's letter head with official seal and sign on each page.
4. The bid documents shall be prepared in English language only
5. All pages of the bid documents shall be numbered. Each page of the bid document shall be stamped and initialized.
6. In the event of any date indicated above is a declared Holiday, the next working day with the same time limit shall become operative for the respective purpose mentioned herein
7. In case of deviation in payment terms including demand of advance other than specified in payment schedule and accepted by ITER-India, prevailing Prime lending Rate (PLR) of SBI will be loaded for price comparison purpose
8. ITER-India and their authorized representatives may visit the Contractor/Sub-contractors if required as part of technical evaluation process
9. ITER-India reserves the right to place order on one or more parties.
10. Specifications: Material should be offered strictly conforming to our specifications/drawings, if any. Deviation, if any, should be clearly indicated by the supplier in their quotation. The Tenderer should also indicate the make/Type number of the materials offered and catalogues, technical literature and samples, wherever necessary should accompany the quotation. Clarification/s on specifications/drawings should be obtained from Purchase Officer before submitting quotation.
11. Terms of Prices : Quotation should be submitted on door delivery basis, duly packed & insured without extra charge wherever possible.. In the case of Indian suppliers, the material is to be delivered at our stores free of charge duly packed & insured.
12. Unit rate/s should be valid throughout the validity of Purchase Order for addition/deletion purposes. Break-up of price should be furnished. The quoted price should not be subject to price escalation for whatsoever reasons. The quoted price shall be firm, fixed and non-revisable during the validity/ extended validity of Purchase Order.
13. Prices are required to be quoted according to the units indicated in the tender form/Enquiry. When Quotations are given in terms of units other than those specified in the tender form, relationship between the two sets of units must be furnished.
14. Tender should be free from Correction and Erasures. Corrections, if any, must be attested. All amounts shall be indicated both in words as well as in figures. Where there is difference between amounts quoted in words and figures, amount quoted in words shall prevail. Unsigned quotations will summarily be rejected.
15. ITER-India shall be under no obligation to accept the lowest or any tender and reserves the right of acceptance of the whole or any part of the tender or portion of the quantity offered and the tenderer shall supply the same at the rates quoted. ITER-India also reserves the right to split the order at its sole discretion.
16. Octroi is not applicable at present.
17. Delivery date/Period: Delivery period is essence of the Order. Supplier must indicate the firm delivery date by which the materials will be dispatched / delivered by them from the date of our order.
18. Delivery period shall be clearly indicated against each item separately.
19. Inspection: Materials on its arrival at ITER-India will be inspected by our Engineer/Stores In-Charge, and his decision in the matter will be final. However, where the items are required to be inspected at the Suppliers Premises, Supplier has to give advance notice to the Purchaser regarding readiness of the material to enable Purchase/Stores section to depute his representative for inspection.
20. Payment: Payment will be arranged for accepted materials only within 30 days from the date of acceptance of materials at ITER-India and receipt of error free bills in our accounts section, complete in all respects.
21. No correspondence will be entertained within 30 days from the date of receipt of material and bills, whichever is later.
22. Guarantee: The Stores/Items offered should be guaranteed for a minimum period of twelve months from the date of acceptance, against defective materials, design, workmanship, operation or manufacture. For defects noticed and communicated during the Guarantee period, replacement/rectification should be arranged free of cost within a reasonable period of such notification. In case where our specifications call for a guarantee period more than 12 months specifically, then such a period shall apply.
23. The Contractor/Supplier shall at all times indemnify the purchaser against all claims which may be made in respect of the stores for infringement of any right protected by Patent, Registration of design or Trade mark and shall take all risk of accidents or damage, which may cause failure of supply from whatever cause arising and the entire responsibility for sufficiency of all means used by him for the fulfillment of the Order.
24. Successful tenderer will have to furnish in the form a bank Guarantee or in Indemnity bond form as called for by the Purchaser towards adequate security for the materials/property provided/issued by the Purchaser as Free Issue material for the due execution of the Order. Insurance for the Free Issue material shall be arranged by the Supplier/Contractor at his risk and cost.
25. Non-compliance to tender specifications and/or tender scope and/or tender terms and conditions are liable for rejection. Decision of ITER-India in respect of non-compliance shall be final and binding on the bidders.
26. Canvassing in any form with regard to this tender will lead to rejection of the bid.
27. The Project director, ITER-India reserves the right to accept or reject any quotations fully or partly or to cancel the enquiry without assigning any reasons.
28. This enquiry is not a commitment and the Purchaser reserves the right to reject or cancel any or all offers.
29. Jurisdiction: The Order shall be governed by the laws of India for the time being in force. The Courts of Ahmedabad/Gandhinagar only shall have jurisdiction to deal with and decide any legal or dispute arising out of this Order.
30. Unsuccessful bidders will not be intimated about the results of the enquiry/tender.
31. Purchase will not be responsible for payment of any interest to the Supplier, in case of delay in releasing payment.
32. The price evaluation shall be carried out on landed price.

FORMAT FOR SUBMISSION OF QUOTATION

Enquiry No. : I-IEN22006
Name Of Party : OFFICE COPY
Quotation No. & Date :
Due on : 02/08/2022 by 5:00 PM (IST)

Sr No.	Material Description	Qty	Unit	Rate	Total
1	All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler units. (Refer Annexure-III Schedule of Rate for Breakup)	1	LOT		
				Grand Total	

COMMERCIAL TERMS & CONDITIONS *

Sr.No		Bidder's Compliance
1	Free Door delivery	
2	Payment: ITER-India payment terms will apply (Please Refer Sr. No. 8 of Annexure-A)	Comply Yes/No (In case of No Please provide details)
3	Validity Period (Refer Sr. No. 3 of Terms and Conditions)	Comply Yes/No (In case of No Please provide details)
4	GST (To Specify as applicable)	
5	GST No. (To Specify)	
6	SAC Code (To Specify)	
7	Udhyog Aadhar No. & Category (Micro/Small Enterprise, Also specify firm is owned by SC/ST/Woman/General)	
8	Discount(if any)	
9	Remarks	

* Fill in the applicable details

Place:

Authorised Signatory:

Date:

Company Seal

Annexure -A

Scope of Work, Technical Specification & Other Terms & Condition of Contract

“All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units”

[Period: 2 Years]

1) SCOPE:

The scope includes the ‘ALL IN ALL Comprehensive SERVICE AND MAINTENANCE of following units

- Split Air Conditioners
- VRF inverter air conditioner
- Water Coolers
- Water Dispensers
- Deep Freezer

Located at ITER India office building, Koteshwar, Ahmedabad and ITER-India Lab building located at Institutur for Plasma Research (IPR) Main Campus, Ahmedabad.

- During the maintenance contract period, Four Preventive services per year for each equipment shall be carried out regular equal interval to keep all units in satisfactory working condition.
- Preventive repair/ replacement shall be carried out in regular basis as advised by the Engineer in charge.
- Refer Annexure – I for Service Specifications as required by ITER-India
- Refer Annexure – II for the list of equipment covered in the contract.

2) Working Time:

The period of operation in terms of days and time during the tenure of contract shall be as follows:

- a) Normal Time of operation: 9.00 a.m. to 5.30 p.m.
- b) Normal Operation in a week: Monday to Friday.
- c) Normal No-Operation Days: Saturday, Sundays and closed holidays declared /observed by the Institute.

3) TERMS AND CONDITIONS:

- a. The contractor has to attend Four services in a year for each unit of split AC, water cooler, water dispenser, deep freezer & water purifiers. The contractor has to attend breakdown calls of above units within 24 hrs time from receiving complaint/repair/replacement intimation from ITER-India. In case of major/critical service/repair call, the contractor has to attend it within 04 hours of a time.

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- b. The intimation of complaint/breakdown from ITER-India will be given by way of telephone/email/letter/sms etc.
- c. In the case of major complaint, if any parts require replacement, then contractor has to perform replacement on urgent basis. ITER-India Engineer In-charge and the Contractor will mutually decide time for this work
- d. The services/repairs/replacements shall normally be carried out in our premises. In case, any equipment or its parts are to be taken out to Contractor's Workshop for repairs/replacements/ services, all arrangements are to be made by the Contractor at his cost for taking out the items and bringing back the same. This includes labour, transportation, insurance etc., in addition to all other works related in this regard. The items can be taken out of ITER-India with valid returnable Gate Pass, signed by authorised representative of ITER-India
- e. The contractor shall, during the tenure of contract, be able to arrange timely deployment of suitable technicians and electricians along with the required tools, tackles, instruments as well as spares and consumables for uninterrupted operation of equipment's included in the maintenance contract. The contractor shall deploy service technicians, electricians and the supervisor who will be involved in the service and repair work. The contractor or his authorised technician should have relevant experience and shall invariably visit the locations of units installed as stated above, to check the work and report to engineer in charge. Besides, the contractor or his senior supervisor shall be available at ITER-India, as and when required by ITER-India to attend any major / critical services. ITER-India will not allow deployment of persons not suitable for carrying out the maintenance.
- f. The contractor should adopt standard methods of working. In case of any damage to nearby part/equipment/system due to the fault of contractor, appropriate amount will be recovered from his bill.
- g. Only genuine and original spare parts are to be used during repairs/replacements. (Manufacturer's delivery challan and marks/emblem on parts shall be proof of the parts being genuine). Use of incorrect invoice or mark will be treated as a breach of contract. Makes of parts or any components shall be with ITER-India's approval, if the original manufacturer does not exist.
- h. The parts, which are to be used during repairs/replacements, must be routed through ITER-India Stores immediately after entry at the Main Gate and to be informed to Engineer in-charge / Supervisor.
- i. The mechanically / electrically failed sealed compressor should be replaced with factory repaired / new compressor. In the case of repaired compressor, the repair should have been carried out at the supplier's / authorised dealer's factory. The test certificates should be produced in proof thereof. Based on test certificates & testing at ITER-India, the newly brought compressor will be allowed to be put into operation.
- j. The Contractor shall be responsible to carry out all the repairs/maintenance regularly and in time to ensure satisfactory and trouble free functioning.
- k. The Contractor shall not, in any circumstances, sub contract any portion / any phase of the work envisaged in this Work Order without prior written approval of ITER-India. The decision of ITER-India to accept/ reject the sub-contract will be final.

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- l. Services/repairs/replacements shall be carried out at any time during regular working hours, overtime hours or on holidays, as called upon by ITER-India to ensure satisfactory working of each unit.
- m. Service/repair/replacement is to be carried out with our prior approval and in the presence of ITER-India representative.
- n. A Service card shall be prepared by the contractor for all the units placed for maintenance and maintenance of each equipment and be recorded with the work done (service, repair, replacement etc.) therein jointly by the contractor and ITER-India supervisor/engineer. In addition, the contractor shall maintain a logbook/ledger indicating date wise events for each units during the tenure of contract. The register shall contain the information like date, preventive maintenance / break down maintenance, problem, replacement required, date of complaint, date of completion, signature of contractor's representative, signature of ITER-India supervisor / engineer in charge, remarks, etc. This will be considered as the basic record for all purposes.
- o. The contractor should keep enough spares and consumables in stock to meet with urgent requirement and to avoid any delay (preferably, one no. Compressor, Condenser motor, Blower motor for each model/capacity shall be kept in stock). A list of spares to be maintained shall be furnished to engineer -in charge / Supervisor within 15 days from the date of award of contract. This list shall be revised and updated regularly.
- p. The decision of ITER-India Engineer / Supervisor in respect of repairs/replacements will be binding on the contractor.
- q. ITER-India will not be responsible and will take no liability for either security of the material brought in by the contractor nor safety of the persons deployed by the contractor for carrying out the work as per the scope and terms and conditions of the contract as the contractor will be fully responsible and liable for the safe custody of his material and compliance of the safety norms for doing such work.
- r. ITER-India will not supply any tool / equipment, except power and water supply for any work. The contractor shall get approval of each completed work from ITER-India Engineer/ Supervisor.
- s. The contractor should obtain the gate pass from ITER-India for taking out his material from ITER-India campus and will not be allowed to take out material on public and institute holidays as well as before 9.30 hrs. and after 17.00 hours on week days. The entry at main gate for all the material brought in by the contractor and register available with the stores shall be the basis for issue of gate pass for taking out contractor's material.
- t. The working parameters of any equipment will be shown to ITER-India supervisor / engineer, whenever called upon to do so.
- u. Notwithstanding as to what is specifically stated in the specifications, the contractor has to attend all the work/s that is/are required to be carried out to ensure proper performance of all equipment's.
- v. As the work is to be executed in a restricted area, the contractor should strictly observe all safety, security and labour regulations prevailing in the campus. The contractor shall be responsible for the proper behaviour of the staff employed by him, and also for any breach of security regulations, thefts, sabotage etc. The contractor shall withdraw any person so desired by ITER-India, if in the opinion of ITER-India, it is not desirable to permit that particular person to work inside the campus.

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- w. The Contractor will take all possible precautions to avoid damage to the air conditioners/water coolers/water dispensers during its maintenance services. Contractor shall also take insurance covering third party liability for the personnel deployed at Purchaser's site against all risks, such as injuries, loss of life etc. Contractor will be fully responsible for payment of compensation. In the event of loss or damage to Purchaser's property and/or injury or loss of life to Purchaser's personnel during the course of maintenance, Contractor will be fully responsible for such damages/losses and payment of appropriate compensation. Contractor will relieve the Purchaser from all the liabilities under this clause.
- x. The maintenance contract is given to ensure that the possibility of breakdown of units is reduced to almost nil. However, in the exception cases of break down, It must be obligatory on the part of the contractor, to carry out the minor repairs/replacement within 24 hours of registering/intimation of the breakdown call/s. Penalty of Rs.100/- per day per unit will be levied after the expiry of 24 hours of the intimation. Penalty will be recovered from the amount payable to the Contractor or the security deposit
- y. The time limit for major repairs (Compressor replacements, Body work, system rearrangement, tank repair/replacement) due to normal wear and tear, shall be mutually decided by ITER-India representative and the Contractor. In case, the Contractor fails to rectify / replace the above within the agreed period, penalty @ Rs.100/- per day per unit will be imposed on the contractor.

4) COMPLIANCES WITH VARIOUS ACTS, RULES AND REGULATION:

The Contractor shall be fully responsible, accountable & liable for complying with all the relevant statutory obligations as applicable from time to time.
Consequences arising out of the non-compliance with statutory requirements shall be the entire responsibility of the contractor and the liability to be borne by the contractor.

All the relevant records / documents / registers /correspondances / récits etc. For the above may be produced for verification whenever asked by the Institute, kept ready for the official inspection.

5) TAKING OVER AND HANDING OVER:

All domestic units will be handed over in present working condition and shall be maintained by the contractor, till the end of contract period/extended contract period. The contractor shall be responsible to hand over the same barring the normal wear and tear but certainly not in a deteriorated condition to the ITER-India/Incoming Contractor at the time of conclusion of the contract. The handing over procedure shall be commenced 15 days before conclusion of the contract and completed by the last date of the validity of the contract.

6) ADDITION AND DELETION OF THE UNITS FROM MAINTENANCE CONTRACT:

ITER-India may include additional units in the Annexure II or delete the units mentioned in Annexure II any time during the tenure of the contract and the payment of the services shall be made on the basis of total units maintained during that time period of billing.



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इटर-इण्डिया, प्लाज्मा अनुसंधान संस्थान

ITER-India, Institute for Plasma Research

ब्लॉक ए, संग्गाथ स्काइज़, भाट - मोटेरा रोड, कोटेश्वर, अहमदाबाद - 380 005, गुजरात, भारत

Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

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7) VALIDITY OF WORK ORDER

Validity of Work Order shall be 2 Years.

This contract will be in force initially for a period of 3 months with effect from contract started on trial basis. In case, the contractor's performance is not found satisfactory during the initial trial period the contract will be terminated on expiry of the trial period.

ITER-India reserves the right to extend the validity of this Work order for a further period of one year on the same rates and terms and conditions.

Validity of this Work Order will automatically come to an end on the last day of its validity/extended validity, unless further extension is granted.

The payment for the last bill will be subject to fulfilment of all the terms and conditions of this Work Order to the entire satisfaction of ITER-India. The right to hold the last payment till the Contractor completes the pending job, if any, to the entire satisfaction of ITER-India representative shall be with ITER-India.

ITER-India reserves the right to foreclose the validity of the Work Order.

8) PAYMENT

The payment will be made on quarterly basis.

After satisfactory completion of quarterly maintenance and services, the Contractor shall raise invoice for each quarter in duplicate. Payment will be made within 30 days from the date of receipt of bill and its certification by ITER-India Section Leader / Project Leader. ITER-India reserves the right to withhold the payment, in case the all in all services are not found satisfactory.

The invoice should bear the GST Tax Registration Number as well as the PAN number.

The amount due, if any, from the contract to ITER-India shall be recovered from his/their quarterly Invoice.

9) SETTLEMENT OF DISPUTE

7.1 Otherwise specifically provided in the Contract, all disputes concerning questions of fact arising under the Contract shall be decided by the Contractor and ITER-India subject to a written appeal by the Contractor to ITER-India.

7.2 Any disputes or differences including those considered as such by only one of the parties arising out of or in connection with the Contract shall be to the extent possible settled amicably between the parties.

7.3 If amicable settlement cannot be reached, then the disputed issues shall be settled by arbitration.

10) ARBITRATION

All disputes or differences arising out of or in connection with the contract including the one connected with the validity of the contract or any part thereof, should be settled by bilateral discussions. The Arbitration shall be conducted, in English, by two Arbitrators, one each nominated by the Purchaser and Supplier. In case, the said Arbitrators are not able to settle the dispute by themselves, the matter shall be referred to the Arbitrator mutually nominated by the Purchaser and the Supplier and whose decision shall be final and binding on both the parties. The sole Arbitrator shall have its seat in Ahmedabad or such other place in India as may be mutually agreed to between the parties. The arbitration proceedings shall be conducted under the Indian Arbitration and Conciliation (Amendment) Act, 2015 and the award of such Arbitration Tribunal shall be enforceable in Indian Courts only. The Courts of Ahmedabad, Gujarat shall only have

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exclusive jurisdiction to deal with and decide any legal or dispute arising out of the contract. Each party shall bear its own cost of preparing and presenting its case. The cost of arbitration including the fees and expenses shall be shared equally by the parties, unless otherwise awarded by the sole arbitrator. The parties shall continue to perform their respective obligations under the contract during the pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

11) JURIDICION OF THE CONTRACT

9.1 The Contract shall be considered as having come into force from the date of acceptance of the Work Order.

9.2 The Courts of Ahmedabad shall only have exclusive jurisdiction in all matters arising under this Contract.

12) EXPERIENCE AND QUALIFYING CRITERIA:

The qualifying criteria for the evaluation of bid are as under: -

- (i) Bidder must be either manufacturer OR manufacturer's authorized service provider as per following.
 - (a) Water Cooler (if bids submitted for Group A) of any make.
 - (b) Split AC (if bids submitted for Group B) of any make.
 - (c) Water Cooler & Split AC (if bids submitted for Group A & B) of any make.
- (ii) Bidder must have Workshop facility for offered services in Ahmedabad / Gandhinagar. (applicable for bid submitted for any Group)
- (iii) Bidder must have executed similar kind of atleast one maintenance work contract not less than Rs. 2 lakhs per annum for two years, during last five financial years i.e. 2017-18, 2018-19, 2019-20, 2020-21 and 2021-22. (This criteria is applicable for Group B).
- (iv) Bidder must have one similar running contract in hand. (applicable for bid submitted for any Group)

Note: Bidder must submit the relevant document as proof of above qualifying criteria.

Bidder Signature	
Name of the signatory & Title	Title
Bidder's Official seal	
Place & Date	DD-MM-YYYY

All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

ANNEXURE – I: SERVICE SPECIFICATION

The scope of work is broadly divided into two parts, (i) Preventive maintenance, (ii) Break down service. The routine checks and the repair work envisaged are as follows.

Group A Split Air conditioners and VRF inverter air conditioner:

Routine work	Repair work
<ul style="list-style-type: none"> a. Cleaning of air filters. b. Cleaning of Cooling Coil and Condenser with wire brush and air blower. c. Oiling / Greasing of fan motor. d. Checking and recording of ampere, voltage and grill temperature. e. Cleaning of complete unit. f. Checking for internal overloads/ starting and running, capacitors functioning and thermostat operations. 	<ul style="list-style-type: none"> a. Repair/ replacement of spares whenever required, to ensure continuous operation and satisfactory performances. b. Rewinding of motor & Gas charging c. In case of any fault with electronic operating kit, complete kit should be replaced. d. The mechanically / electrically failed sealed compressor should be replaced with factory repaired / new compressor. Leakage of copper condenser coil should be repaired or replaced with new copper condenser coil if not repairable. If leakage found in aluminum condenser coil, then it should be replaced with new copper condenser coil without any additional cost. In the case of repaired compressor, the repair should be carried out at the supplier's / authorized dealer's factory.

The number of preventive services required shall be 4 (Four) in a year. ITER-India shall decide the schedule, which shall be honoured by the contractor.

Note for Preventive repair / Replacement: Preventive repair / replacement for split air conditioners and VRF system shall be carried out to avoid possible breakdowns at the time of regular service. Repair/ replacement of mechanical, electrical or electronic parts for VRF systems shall be carried out to avoid possible breakdowns at the time of regular service / replacement of any part / body / unit as a whole, if necessary, must be carried out immediately for all types of units.

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Group B Water Coolers/Deep Freezer/Water Dispenser:

Routine work	Repair work
<p>a. Cleaning of condenser coil with wire brush and air blower.</p> <p>b. Oiling / greasing of fan motor.</p> <p>c. Checking ampere, voltage and water temperature.</p> <p>d. Cleaning of complete unit.</p>	<p>a. Repair/ replacement of spares whenever required, to ensure continuous operation and satisfactory performances.</p> <p>b. Rewinding of motor & Gas charging.</p> <p>c. The mechanically / electrically failed sealed compressor should be replaced with factory repaired / new compressor. In the case of repaired compressor, the repair should be carried out at the supplier's / authorized dealer's factory.</p>

The number of preventive services required shall be 4 (Four) in a year. ITER-India shall decide the schedule, which has to be honoured by the contractor.

Note for Preventive repair / Replacement:

Preventive repair / replacement for water coolers/deep freezers/water dispenser shall be carried out to avoid possible breakdowns at the time of regular service. Repair / replacement of any part, if necessary, must be carried out immediately for all types of units.

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ANNEXURE – II: LIST OF EQUIPMENTS

Sr. No	Make	MODEL	Cooling Capacity	Qty
GROUP A WATER COOLERS WATER DISPENSER AND DEEP FREEZER				
WATER COOLERS				
1	Voltas	FSS-150/150	150 Ltr.	04 nos.
2	Blue star	DSL-SDLX480	150 Ltr.	01 nos.
			Total	05 Nos.
DEEP FREEZER				
3	Voltas	E001402	405 Ltr.	01 no.
			Total	01 nos.
WATER DISPENSORS				
4	Voltas/White Wave	Mini Magic Super TT /other – 8 ltr		04 nos.
5	Usha	HNCTT11V9S – 4 ltr		03 nos.
			Total	07 nos.
GROUP B INVERTER AND SPLIT AIR CONDITIONERS				
SPLIT AIR-CONDITIONERS				
6	Blue star	BSL/VCE 54IR	4.5 TR	02 nos.
7.	Blue star	BSL/MHW-361RB	3 TR	04 nos.
8.	Voltas	DX Series	2 TR	08 nos.
9.	Voltas	Vertis Gold	1.5 TR	16 nos.
10.	Voltas		1.5 TR	01 nos.
11	Voltas	Vertis Gold	1 TR	10 nos.
12.	Voltas	Vertis pearl	1 TR	06 nos.
			Total	47 nos.
VRF Inverter type Split Air Conditioner				
13.	Blue star	IVRFB-10-TC out door unit – 01 nos. VHW 24 – indoor units- 2 TR - 04 nos.	10 H.P.	01 nos.
			Total	01 nos.

Total No. of Units: 61 nos.

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ANNEXURE – III: SCHEDULE OF RATE
(To be filled and submitted along with the offer)

Sr. No.	Particulars	Quantity		Rate per Quarterly service Per Unit	Amount for In Rupees
		Units	Quarterly service per year		
1	2	3	4	5	6 (3*4*5)
GROUP A WATER COOLERS WATER DISPENSER AND DEEP FREEZER					
1.	Water cooler (Make – Voltas / Bluestar / eq.) – 150 Lit capacity	05	8		
2.	Deep freezer (Make – Voltas) – 405 Ltr Capacity	01	8		
3.	Water Dispensers (Make – Voltas/White wave-8 lit/hr and Usha – 4 lit/hr)	07	8		
GROUP B INVERTER AND SPLIT AIR CONDITIONERS					
4.	Split Air conditioners (Make – Bluestar / Voltas / eq.) – 1 TR Capacity	16	8		
5.	Split Air conditioners (Make – Bluestar / Voltas / / eq.) – 1.5 TR Capacity	17	8		
6.	Split Air conditioners (Make – Bluestar / Voltas / eq.) – 2 TR Capacity	08	8		
7.	Split Air conditioners (Make – Bluestar / Voltas / eq.) – 3 TR Capacity	04	8		
8.	Split Air conditioners (Make – Bluestar / Voltas / eq.) – 4.5 TR Capacity	02	8		
9.	VRF Split Air conditioner (Make – Blue star or eq.) – 10 HP Capacity with 2 TR 04 nos. of outdoors	01	8		
10.	Total	61 Nos.			
11.	Tax	-	-	-	
Total					

Note: The Rate quoted shall be Firm & Fixed during validity / extended validity of the order and shall be inclusive of all repairs/replacements of parts. Wherever needed.



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ITER-India, Institute for Plasma Research

ब्लॉक ए, संगथ स्काइज़, भाट - मोटेरा रोड, कोटेश्वर, अहमदाबाद - 380 005, गुजरात, भारत

Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

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ANNEXURE – IV: Site visit Certificate

ITER-India, Instituter for Plasma Research (IPR)

Date:

(to be attached with the quotation as one of the conditions for meeting the eligibility criteria)

Enquiry No.	
Enquiry Date	
Enquiry Due Date	

This is to certify that

Mr.

of Messrs

has / have visited “ITER-India Office and Laboratory” on / /2022 to understand the work and get acquainted themselves with details of system to enable them to quote against the enquiry for. All in All Comprehensive Service and maintenance annual contract for domestic air conditioner and water cooler units located at ITER India office building, Koteswar, Ahmedabad and ITER-India Lab building located at Instituter for Plasma Research (IPR) Main Campus, Ahmedabad.

(Engineer-In charge)
ITER-India, Gandhinagar

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ITER-India, Institute for Plasma Research

ब्लॉक ए, संगथ स्काइज़, भट - मोटेरा रोड, कोटेश्वर, अहमदाबाद - 380 005, गुजरात, भारत

Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

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Annexure-V: Self-Declaration for Class-I and Class-II bidders

[ON THE LETTER HEAD OF THE COMPANY]

In line with Government Public Procurement Order No. P-45021/2/2017-PP (BEII) dated 04.06.2020 and its amendments, we hereby certify that we M/s. _____ are local supplier meeting the requirement of minimum local content i.e., _____% excluding transportation, insurance, installation, commissioning, testing, training and after sales service support like AMC/CMC etc. as defined in above orders for the items/service against Enquiry No. _____.

Details of location at which local value addition will be made as follows:

We also understand, false declarations will be in breach of the code of integrity under rule 175(1) (i) (h) of the General Financial Rules for which a bidder or its successors can be debarred for up to two years as per Rule 151(iii) of the General Financial Rules along with such other actions as may be permissible under law.

Thanking You,

Signature with date:

Name:

Designation:

Official Seal

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Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

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Annexure-VI: Letter for Acceptance of Tender

(This form should be printed on bidder's letter head duly signed, stamped and submitted along with Bid)

From:

Name and address of Applicant Bidder

Name of Contact Person

Contact Number (Tel. no., mobile no., Fax no., E-mail)

Date:

To:

Sr. Officer (Purchase & Stores)

ITER-India, Institute for Plasma Research,

Block A, Sangath Skyz, Bhat-Motera Road, Koteswar,

Ahmedabad 380005,

Gujarat, INDIA Tel: + 91-79-2326 9656

Email: buyer2.iii.gj@gembuyer.in

Subject: Acceptance of the Tender

Ref. : Enquiry for All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

Dear Sir/Madam,

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned 'Enquiry' from mail/ITER-India Site.
2. I / We hereby certify that I / we have read the entire tender documents i.e. Scope of Work, Technical and Management Specifications, scope of supply and all other details and Terms & Conditions of the contract (TCC), 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/ organisation (if any) too have also been taken into consideration, while submitting this acceptance letter.

4. In this regard, we would like to confirm the following **(Please ✓ against applicable point)**.

☐ I/ We hereby **unconditionally accept** all the Scope of Work, Technical and Management Specifications, scope of supply and all other details and Terms & Conditions of the contract (TCC).

☐ We accept all the Scope of Work, Technical and Management Specifications, scope of supply and all other details and Terms & Conditions of the contract (TCC), **except following deviations.**

List of deviations attached as an enclosure to this letter.

All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units



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Block-A, Sangath SKYZ, Bhat-Motera Road, Koteswar, Ahmedabad-380005 Gujarat, India

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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 incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

7. I / We hereby confirm that we have quoted for following. (Please ✓ against applicable point)

- ☐ Group A
☐ Group B
☐ Group A & B both

Signature

Bidder's stamp

Name:

Position:

All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

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Annexure-VII: Self-declaration by Bidder of a country sharing/not sharing land border with India

[ON THE LETTER HEAD OF THE COMPANY]

Ref: 1) Our bid/offer No. dated

2) Enquiry for All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

Restrictions on procurement from Bidders from a country or countries, or class of countries under Rule 144(xi) of the General Financial Rules 2017.

We have read the clause regarding restrictions on procurement from Bidder of a country which shares a land border with India and on sub-contracting to contractors from such countries, and solemnly certify that we fulfil all requirements in this regard and are eligible to be considered. We certify that:

- (a) *we are not from such a country or, if from such a country, we are registered with the Competent Authority (copy enclosed). and;*
- (b) *we shall not subcontract any work to a contractor from such countries unless such contractor is registered with the Competent Authority and solemnly certify that we are not from such a country or, if from such country, we are registered with the Competent Authority (copy enclosed). We hereby certify that we fulfil all requirements in this regard and are eligible to be considered."*

Penalties for false or misleading declarations: . . .

We hereby confirm that the particulars given above are factually correct and nothing is concealed and also undertake to advise any further changes to the above details. We understood that any wrong or misleading self-declaration by us would be violation of Code of integrity and would attract penalties as mentioned in this tender document, including debarment.

Signature
Name:
Position:
Address:
Tel:
Fax:

Bidder's stamp

All in All, Service & Maintenance Annual Contract for Domestic Air conditioner and water cooler Units

