

Insurance Institute of India Plot No. C-46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051. Contact No. 022-69654219 / 69654218

Tender Ref No. III/SITC/STANDALONE AC SYSTEM/2024-25

Date: October 21, 2024

*E-mail: <u>estb@iii.org.in</u> Website: <u>www.insuranceinstituteofindia.com</u>* 

# Tender for Supply, Installation, Testing and Commissioning of Standalone AC System at 6<sup>th</sup> floor Canteen and Recreation Center of our office premise.

Estimated Cost: ₹ 20,00,000/- (Approx.) Bid Validity: 160 days

**Contact Number:** 

For Commercial query: Mrs. Vinita Sarang, Administrative Officer (Estb.)

(022-69654218)

For Technical query: Mr. Pranit Gawde, Electrical Engineer

(022-69654202)



# TENDER NOTICE

#### 1. INTRODUCTION:

The Insurance Institute of India (hereafter shall be referred as the Institute), is an Insurance Educational Institution at Mumbai. Request Sealed bids on behalf of Secretary General, Insurance Institute of India invited under Two Bid System i.e. Technical Bid and Financial Bid from bonafide, resourceful and reliable OEM (Original Equipment Manufacturer) / Authorized Dealers / Service providers / Vendors / Suppliers towards requirements in the Institute for Supply, Installation Testing and Commissioning of Standalone AC System at 6<sup>th</sup> floor Canteen and Recreation Center in the Institute building at Plot No. C-46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051 on buyback of existing installed AC system after dismantling and removing the same. Desirous companies can download the tender document from the website <u>www.insuranceinstituteofindia.com</u>

#### 2. IMPORTANT DATES:

Date of Release of Tender	21 <sup>st</sup> October, 2024
Last date of seeking clarifications	4 <sup>th</sup> November, 2024
Pre-bid Meeting	28 <sup>th</sup> October, 2024
Last Date and Time of Submission of bids	7 <sup>th</sup> November, 2024

#### 3. Earnest Money Deposit (EMD):

Interested Companies / Firms may put the tender document complete in all respects along with Earnest Money Deposit (EMD) of ₹ 60,000/- (Rupees Sixty thousand only) in the form of NEFT/ Demand draft/ Banker's Cheque of any Nationalized / Private Bank drawn in favour of "Insurance Institute of India" payable at Mumbai and other requisite documents.

The bid securities of the unsuccessful bidders shall be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. No interest shall be payable by the Institute on EMD.

The concerned work falls under "Works Contract" and as per corporate guideline, tenderer are not exempted to any benefit being MSME or GST mandate.



Successful tenders in the event of the contractor failing to comply with any provision of the contract, EMD/Security Deposit shall stand forfeited. The bid security is normally to remain valid for a period of forty-five days beyond the final bid validity period.

- a. Bids shall remain valid for 160 days after the date of Bid opening prescribed by the Institute. A Bid valid for a shorter period shall be rejected as non-responsive.
- b. In exceptional circumstances, the Institute may solicit Bidder's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing. The Bid security shall also be suitably extended. A Bidder granting the request is not required nor permitted to modify the Bid.

#### 4. PERFORMANCE SECURITY DEPOSIT:

The successful bidder shall have to deposit a Performance Security Deposit of the 10% (approx.) of the total amount of purchase order within three (3) weeks of the receipt of the Purchase Order. The performance security deposit shall be furnished in the form of NEFT/ Bank Guarantee / Demand draft/ Banker's Cheque of any Nationalized / Private Bank drawn in favour of "Insurance Institute of India" payable at Mumbai. The performance security deposit should be valid for six month more than the warranty period of 12 months.

#### 5. TWO PART TENDER INSTRUCTIONS:

The bids have been invited under two bid system i.e. Technical Bid and Financial Bid. The interested vendors are advised to submit Two separate sealed envelopes super scribing "Technical Bids" and "Financial Bids" to Insurance Institute of India, Mumbai. Both sealed envelopes should be kept in a Third envelope of bigger size duly sealed superscripted "Bid for SUPPLY, INSTALLATION, TESTING and COMMISSIONING OF STANDALONE AC SYSTEM AT 6<sup>TH</sup> FLOOR CANTEEN AND RECREATION CENTER" at INSURANCE INSTITUTE OF INDIA, MUMBAI and should reach us on or before <u>7<sup>th</sup> November, 2024</u>.



# 6. TECHNICAL BID (PRE-QUALIFICATION CRITERIA - (ENVELOPE NO -1)):

The Bidders are required to submit technical bid enclosing therewith photocopies of the following documents, failing which their bids will be summarily rejected and will not be considered any further:-

- The bidder must be a company registered under Companies Act, of India.
  Documentary evidence (Certificate of Incorporation) to be submitted,
  Registration Certificate to do the business for this items / work.
- (ii) The bidder should have their presence in Mumbai having Registered Office alongwith Service Centre. Valid proof should be submitted along with the bid.
- (iii) The bidder should have a valid GST Registration Certificate, & Trade License. Bidder shall have to submit photocopy of the documents.
- (iv) The bidder shall have executed "Similar Nature" of single order an amount not less than ₹ 20 lakhs in last three financial years in any Government Organization /PSU /Autonomous Institutions / MNC or any reputed organization or consolidate order from atleast 3 entities alongwith proof of completion certificate for the project to be provided.
- (v) The bidder should have an average turnover from ₹ 20 Lakh to ₹ 50 Lakh above during the last three consecutive financial years. Bidder should submit photocopy of audited balance sheet of the above criteria.
- (vi) Earnest Money Deposit (EMD) of ₹ 60,000/- (Sixty thousand only) in favour of "Insurance Institute of India" payable at Mumbai.
- (vii) The bidder should submit valid letter from the OEMs confirming following:
  - a) Authorization for bidder (if the bidder is other than OEM).
  - b) Confirm that the products quoted are not end of life products.
  - c) Undertake that the support including spares, patches for the quoted products shall be available for next 10 years.
  - d) The OEM should have valid TEC Certificate. Photocopy of certificate to be submitted.
- (viii) In case the bid is submitted by as an authorized dealer /a partner then a letter from OEM needs to be provided regarding the unconditional acceptance of terms and condition related to support for their products during warranty and subsequent AMC period if partner fails to do so.



- (ix) Original Copy of the declaration terms and conditions in Tender Document at Annexure-II with each page duly signed and sealed by the authorized signatory of the firm in token of their acceptance.
- (x) Before submitting the bids documents; Bidders are requested to perform the site survey to get know the existing system/setup with prior intimation to the Centre. After the survey, bidder will make a survey report calculating the required CFM and all necessary factors that shall be submit along with the Technical of bid document.

# 7. PRICE BID (ENVELOPE NO. 2):

The Price Bid as per Performa given in the tender documents as ANNEXURE-I and then price filled up and submitted in Envelope No. 2, duly sealed superscript with name of tender. Any conditions given in the Price Bid may cause rejection of Bid.

- I. The financial bids of only technically qualified bidders will be opened in the presence of their representatives attending bid opening on a specified date and time.
- II. Any effort by a bidder or bidder's agent / consultant or representative howsoever described to influence the Institute in any way concerning scrutiny / consideration / evaluation / comparison of the bid or decision concerning award of contract shall entail rejection of the bid.
- III. Unit rates should be quoted separately for each item. Quantities can be increased or decreased by purchaser and bidder has to supply deviated quantities at the rates prescribed and approved by the purchaser in the tender document.
- IV. The price of Installation and Commissioning rates, all taxes, charges and duties should be inclusive.
- V. The price shall include the loading, unloading, civil, carpentry and electrical work if required for installation of AC units and the scope shall remain with the bidder.
- VI. The Incomplete and Conditional bids shall not be considered and likely to be rejected in very first instance.
- VII. All entries in the bid form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid form. The cuttings, if any, in the Bid/ Bid application must be initialed by the person authorized to sign the bid.



#### 8. SUBMISSION OF BID:

- I. The bid prepared by the bidder shall comprise of (i) technical bids and (ii) price bid.
- II. Bid may be submitted in the following manner :

<u>Envelope No. 1 -</u> Shall contain all the information and documents in the same serial order as shown in the technical bid. The complete document should be numbered chronologically. On the top of envelope must be superscribed "Technical Bid". Shall also contain the bid EMD and Site survey report calculating the required CFM and all necessary factors that shall be submit along with the Technical of bid document.

<u>Envelope No.2</u> - Shall contain the rates/prices of the items duly filled in (schedule of rates), signed and stamped. On the top of envelope must be superscribed "Price Bid". (Please note that the price should not be indicated in any of the documents enclosed in envelope 1).

- III. All the envelopes must be superscribed "Bid for Supply, Installation, Testing and Commissioning of Standalone AC System at 6<sup>th</sup> floor Canteen and Recreation Center" with due date and time and shall be sealed in third envelope of bigger size addressed to The Secretary General, Plot No. C-46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai - 400051. The Tender must reach on or before <u>7<sup>th</sup> November, 2024</u> at <u>17.00</u> hrs.
- IV. All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned, if required. No other method/means of submission of bid except as stated above shall be acceptable. All the documents submitted in the bid must be legible and self-attested. Otherwise, the bid is likely to be rejected. Each page of technical and price bid should be duly signed & stamped.
- V. Late/ or delayed tenders shall not be considered. Therefore, please ensure that the tender is submitted/ posted well in time to reach us before the due date.
- VI. No conditional discounts will be allowed.



#### PRICE BID :- (To be Submitted in Envelope -II)

ANNEXURE – I

# Price bid format for supply, installation and commissioning of Standalone AC System at 6<sup>th</sup> floor Canteen and Recreation Center of our office premise.

The price of Installation, Commissioning rates and all taxes, charges and duties should be inclusive.

Sr No	Description	Qty	Unit	Unit Price (₹)	Base Cost (₹)	
	Brand / Make:	iere.				
1	Supply of 4.0 TR Cassette units for cante	10	Nos			
	Description	Parameters				
	Nominal Cooling Capacity (TR)	4.0 TR				
	Powerful Airflow	2 Way / 4 Way				
	Air Conditioner Type	Inverter Cassette				
	Star Rating - As Per BEE	2-Star or Higher				
	(Rated) Voltage/Frequency/Phase	400 V/50 Hz/3 Phase				
	Display	LCD				
	Cooling Capacity (Min~Max) (Watt)	13000 ~ 15000				
	Cooling Capacity (Min~Max) (BTU/Hr)	40000 ~ 50000				
	Cooling Rated Power Input (Min~Max) (Watt)	5000 ~ 8000				
	ISEER	3~4				
	Electricity Consumed in 1600 Hours. (Units/Year)	/Year) 2500 ~ 3500 w Volume (Wet CFM) 600 ~ 1400				
	Air Flow Volume (Wet CFM) (High/Medium/Low)					
	Noise Level Indoor (High/Medium/Low) In dB(A)	50~60				
	Compressor Type	Inverter Cassette				
	Compressor Warranty	5 ~ 10				
	Eco-Friendly Refrigerant	R410- A/ R32				
	Imp: 100% Copper coils in IDU / OD					
	Corrosive Condenser Fins-Blue Evapor	,				
	Superior Anti Rust Coating on Outdoor Ur					
2	Installation testing & commissioning of additional Gas Top up with complete as p		10	Nos		

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Sr No	Description	Qty	Unit	Unit Price (₹)	Base Cost (₹)
3	Providing & Fixing of copper pipe of required size for 4.0TR Cassette Unit for R-410A/R32 Refrigerant Gas with required size with nitrile rubber insulation of appropriate size of AC unit complete accessories & duly insulated of appropriate size. Please note suction & discharge line of all compressors should be treated as one.	150	mtr.		
4	Providing & Fixing of control cable of required size for Cassette AC & of PVC insulated Cu conductor flexible cable of required size for following size of AC units complete with all accessories including incoming and outgoing connections. Please note the only one length of control cable should be measured if Compressors are more than one.	175	mtr.		
5	Providing & Fixing of 32mm PVC Drain pipe dia with all accessories etc. complete on wall /beam /ceiling in concealed manner by chasing wall /floor /on surface including providing of U trap & heatlon insulation to avoid sweating /condensation specially. (Isolated and separate for Recreation and Canteen Area).	200	mtr.		
6	Providing & Fixing suitable MS Fabrication structure / stand platform of MS grill for Split Cassette AC outdoor unit (ODU). The entire stand should be painted alongwith supply and installation of Rubber Pads for absorbing vibration of ODU units. MS stand should be of equivalent capacity to carry the load of Outdoor Unit (ODU) and should leave appropriate space around the ODU for allowing the service person to stand and work around.	10	Nos		
7	Power Cable for Cassette AC 4Cx 4Sqmm Copper Armored Cable. The power supply to installed IDU's and ODU's at Canteen and Recreation Area has to be laid appropriately in conceal manner routing through PVC pipes connecting further to nearest electrical panel (shall be calculated at actual as per measurement sheets).	325	mtr.		
8	The installation of IDU's and ODU's at Canteen and Recreation Area requires adequate modification in false ceiling for appropriate cooling flow from the installed IDU's within the given area. The connecting cables and pipes passing through wall /beam /ceiling should be concealed in appropriate manner for even surface wherever relevantly required (shall be calculated at actual as per measurement sheets).				

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	"anarana telefi
Total Cost	
GST @ %	
Total Cost (Incl. GST)	

**Imp Note:** Above measurements are mentioned approx. for better evaluation and shall vary at actual. The billing shall be done on actual measurements noted in measurement sheet (**Mandatorily to be enclosed and submitted alongwith challan and tax invoice on final settlement)**.

Sr No	Description	Qty	Unit	Unit Price (₹)	Base Cost (₹)
9	Buyback of old 2.0 TR Split AC Hi-wall Units (IDU / ODU) with accessories including old copper pipe, cable and drainpipe (Recreation Area)		Nos		
10	Buyback of old 4.0TR Cassette AC Units (IDU / ODU) with accessories including copper pipe, cable and drainpipe (Canteen Area)	5	Nos		

Total Amount in figures\_\_\_\_\_

Authorized Signatory (signature in full):\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



#### **INSTRUCTION TO BIDDER**

# 1. PRE BID MEETING:

Pre Bid Meeting shall be held on <u>28<sup>th</sup> October, 2024</u> at <u>15.00</u> hrs. at premises of INSURANCE INSTITUTE OF INDIA. Bidder can end their queries to Administrative Officer (Establishment) (estb@iii.org.in). Only the queries received within the stipulated date prior to the Pre Bid Meeting will be answered. The entrance to the Pre Bid Meeting will be limited to two persons per bidder and carrying valid authorization letter on official letterhead bearing company seal for those who will submit the tender document fee before the Pre Bid Meeting.

# 2. AMENDMENT OF BID DOCUMENT:

At any time prior to the deadline for submission of proposals, the Institute reserves the right to add/modify/delete any portion of this document by issuance of an Corrigendum, which would be published on the website and will also be made available to the all the Bidder who have been issued the tender document. The Corrigendum shall be binding on all bidders and will form part of the bid documents.

# 3. MODIFICATION AND WITHDRAWAL OF BIDS:

The bidder may modify or withdraw its bid after submission, if written notice of the modification or withdrawal is received by the Institute before the deadline prescribed for bid submission. The bidder's modification shall be prepared, sealed, marked and dispatched as follows:

- I. The bidders shall provide in original of any modification to its bid, clearly identified as such, in separate envelope duly marked Bid Modification. The envelope shall be duly marked Bid Modifications. Other provisions concerning the marking and dispatch of bid modification shall be in accordance with the bid.
- II. A bidder wishing to withdraw its bid shall notify the Institute in writing prior to the deadline prescribed for the bid submission.



III. A withdrawal notice may be submitted hand delivery not later than the deadline for submission of bids. The notice of withdrawal shall be addressed to the Institute at the address as mentioned/stated in the documents, bear the tender reference number and the words Bid Withdrawal Notice. Bid Withdrawal Notice received after the bid, submission deadline will be ignored and the submitted bid will be deemed to be a validity submitted bid. No bid may be withdrawn in the interval between the bid submission deadline and the expiration of the bid validity period specified in the RFP. Withdrawal of the bid during this interval may result in the bidder's forfeiture of its EMD, pursuant to this RFP.

#### **4. FORFEITURE OF EMD:**

EMD made by Bidder may be forfeited under the following conditions:

If the Bidder withdraw the proposal before the expiry of validity period. During the evaluation process, if a Bidder indulges in any such activity as would jeopardize the process, the decision of the Institute regarding forfeiture of EMD shall be final and shall not be called upon question under any circumstances. If Bidder violates any of the provisions of the terms and conditions of the proposal. In the case of a successful Bidder, if Bidder fails to:

- I. Accept the work order along with the terms and conditions.
- II. Furnish performance security.
- III. Violates any of the work conditions of this proposal or indulges in any such activities as would jeopardize the work.
- IV. To sign the agreement in time. The agreement has to be supplied by the successful vendor/contractor on a 100 rupees non-judicial stamp paper. Format of agreement attached.
- V. Submitting false/misleading information/declaration/documents/proof/etc. The decision of the Institute regarding forfeiture of EMD shall be final and shall not be called upon to question under any circumstances, besides, forfeiture of EMD even the Bidder will be deferred from participating in any job for a period of one year.

# **5. CONTRACT EXECUTION:**

On receipt of the Letter of Award, the contractor should submit a Performance Bank Guarantee (PBG) equivalent to 10% of the total contract value within three weeks from the date of receipt of Letter of Award/Order. The PBG should be valid for six month more than the warranty



period. completed within 30 days from the date of acceptance of contract and the contractor has to ensure all activities leading to the commissioning of the contract to be completed within 45 days from the date of award. Subsequent to the award of contract, the contractor will have to arrange for the requisite material as per Bill of Material.

If after the award of the contract, the Bidder does not sign the Agreement or fails to furnish the Performance Bank guarantee within three weeks from the date of receipt of LOI/Order along with the inception report and working schedule as per the tender requirements & if the operation are not started within fifteen (15) working days after submission of P.B.G. as mentioned, the Institute reserves the right to cancel the contract and apply all remedies available under the terms and conditions of this contract.

#### 6. TIME SCHEDULE FOR DELIVERY & INSTALLATION:

All delivery of the material will have to be completed within 45 days from the date of acceptance of contract. All activities leading to the commissioning of the contract to be completed within 60 days from the date of award.

#### 7. LIQUIDATED DAMAGE:

The job includes the supply and installation of materials mentioned in the tender document. In the event of failure to meet the job completion in stipulated date/time, liquidated damage may be imposed on the contractor for sum not less than 0.5% of the contract value for that item/job for each week or part thereof, subject to a ceiling of 10% of the total contract value (including all taxes & duties and other charges).

In the event of LD exceeds 10% of the order value, the Institute reserves the right to terminate the contract and the Institute will get the job completed by any other competent party. The difference of cost incurred by the Institute will be recovered from the contractor.

# **8. SUSPENSION OF WORK:**

The Institute shall have the power at any time and from time to time by notice to the Contractor to delay or suspend the progress of the work or any part of the work due to any other adequate reasons and on receipt of such notice the contractor shall forthwith suspend



further progress of the work until further notice from the Institute. The Contractor shall recommence work immediately after receiving a notice to do so from the Institute. The whole or any part of the time lost for such delay or suspension shall, if the Institute in its absolute discretion thinks fit, but not otherwise, be added to the time allowed for completion.

#### 9. TERMS OF PAYMENT:

- a) On successful completion of the work 100% payment shall be made to the contractor subject to issue of 'Final Acceptance Certificate as per clause below.
- b) The Contractor shall pay all taxes, duties, levies, work contract tax etc. of the Government provision of the Income Tax Act or as per the advice of the Income Tax Authority/GST Authority. Deduction of Income tax/GST/any other taxes shall be made from payment as per relevant provisions of the Income tax Act or as per the advice of the Income tax Authority/other Competent Authority.
- c) No claim for interest will be entertained by the Institute in respect of any payment/deport which will be held with the Institute due to dispute between the Institute & Contractor or due to Admin delay for the reasons beyond the control of the Institute.

#### **10. GOVERNING LAWS:**

This contract shall be governed by and interpreted in accordance with Laws in force in India. The courts at Mumbai and its Suburban's shall have exclusive jurisdiction in all matters arising under the contract. The Contractor shall keep himself fully informed of all current national, state and municipal law and ordinances. The Contractor shall at their own expense, obtain all necessary permits, licensed, and pay all fees and taxes required by law. These will be contractor's entire obligation regarding any claim of infringement.

#### **11. CORRUPT OR FRAUDULENT:**

The Tender Committee requires that the bidders under this Tender observe the highest standards of ethics during the procurement and execution of such contracts. For this purpose, the definition of corrupt and fraudulent practices will follow the provisions of the relevant laws in force. The Tender Committee will reject a proposal for award if it detects that the bidder has engaged in corrupt or fraudulent practices in competing for the contract in question. The



Tender Committee will declare a firm ineligible, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt and fraudulent practices in competing for, or in executing, a contract. The Institute will reject a proposal for award and may forfeit the E.M.D. and/or Performance Guarantee if it determines that the bidder recommended for award has engaged in corrupt or fraudulent practices in competing for, or in executing, contract(s).

#### **12. WORKMEN'S COMPENSATION:**

In every case in which by virtue of the provision of the workmen's compensation Act 1923 or any other relevant acts and rules, compensation to a workmen employed by the contractor, is payable, then this should be done by the Contractor. If the Institute is obliged to make any compensation under the said rules and acts, then the amount shall be recovered without prejudice, from the bills and due of the Contractor. The Institute shall not be bound to contest any claim made against the Contractor in respect of workmen's compensation.

#### 13. EQUIPMENT:

All tools & tackles necessary for the work shall have to be procured by the contractor unless otherwise specified elsewhere in these tender documents. The equipment used by the contractor for a particular work must be appropriate for the type of work. The contractor shall maintain the equipment used on the work properly so that they are in good working condition. In no case shall the contractor use defective or imperfect equipment in the work. The contractor shall arrange to replace or repair all defective equipment so that the progress of the work is not hampered. No defective equipment should be left at the site of work and the department shall not be responsible for any loss or damage to any of these equipment's during the course of the execution of the work.

#### 14. SUB-CONTRACT:

The purchaser (INSURANCE INSTITUTE OF INDIA) does not recognize the existence of Sub-Contractors. The Contractor's responsibility is not transferable.



#### **15. TERMINATION FOR DEFAULT:**

The Institute may without prejudice to any other remedy or right of claim for breach of contract by giving not less than 30 days written notice of default sent to the contractor, terminate the order in whole or in part. If the contractor materially fails to render any or all the services within the time period specified in the contract or any extension thereof granted by the Institute in writing and fails to remedy its failure within a period of thirty days after receipt of default notice from the Institute. If the project (delivery, commissioning as well as warranty maintenance support is not carried out according to specification due to deficiency in service as per terms of the contract. In such case, the Institute will invoke the amount held back from the contractor as PBG.

#### **16. FORCE MAJEURE:**

It is hereby defined as any cause, which is beyond the control of the Contractor or the Institute as the case may be, which such party could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as

- a) Commandeering or requisition by or under the order of any government or any other act or failure to act of any local, state or national government authority. Interruption, restriction, lack of usual means of public transportation and communication, industrial dispute, shortage of power supply, epidemics, quarantine etc.
- b) If either party is prevented, hindered or delayed from or in performing any of its obligations under the Contract by an event of Force Majeure, then it shall notify the other in writing of the occurrence of such event and the circumstances of the event of Force Majeure within fourteen days after the occurrence of such event.

The party who has given such notice shall be excused from the performance or punctual performance of its obligations under the Contract for so long as the relevant event of Force Majeure continues and to the extent that such party's performance is prevented, hindered or delayed.

c) The party or parties affected by the event of Force Majeure shall use reasonable efforts to mitigate the effect of the event of Force Majeure upto its or their performance of the Contract and to fulfill its or their obligation under the Contract

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but without prejudice to either party's right to terminate the Contract. No delay or non-performance by either party to this Contract caused by the occurrence of any event of Force Majeure shall.

- d) Constitute a default or breach of the contract.
- e) Give rise to any claim for damages or additional cost or expense occurred by the delay or non-performance. If, and to the extent, that such delay or non-performance is caused by the occurrence of an event of Force Majeure.
- f) The Affected Party shall notify to the other Party in writing of the occurrence of the Force Majeure as soon as reasonably practicable, and in any event within 5 (five) days after the Affected Party came to know or ought reasonably to have known, of its occurrence and that the Force Majeure would be likely to have a material impact on the performance of its obligations under the Agreement.

#### **17. INSURANCE COVERAGE:**

Appropriate insurance to cover all solution components for the transit period and until the time of its acceptance at the respective site is to be taken by the contractor. As the contractor will carry the risk for the material in his books during transit, the contractor should arrange insurance for the total system as period from the dispatch till Acceptance Test is successfully achieved. Further, the contractor is to take all required insurance coverage in respect of all its personnel who shall be working on this engagement.

#### **18 A. WARANTY TERMS:**

- a) All goods / materials and Cabling / Labour work shall be supplied / carried out strictly in accordance with the specifications, drawings, datasheets, other attachments and conditions stated in the Bid / Order / LOI.
- b) All materials supplied by the Vendor shall be warranted to be of the best quality of their respective kinds and shall be free from faulty design, workmanship and materials. In event of default originating with the design, material arising at any time during the warranty period of 12 months from the date of Factory Acceptance Testing, the Vendor shall replace as may be necessary to ensure the material should function in accordance with the specification and to fulfil the foregoing Warranty without any delay. The Vendor shall

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warrant that every work executed under the contract shall be free from all defects and faults in material, workmanship etc. for a period of 12 (Twelve) months or from the date of completion report or from the date of supply of Goods, whichever is earlier.

- c) In the event that the materials supplied do not meet the specifications and/or are not in accordance with the drawings data in terms of this order, and rectification is required at site, the Institute shall notify the Vendor giving full details of difference. The Vendor shall attend the site within three (3) days of receipt of such notice to meet and agree with representatives of the Institute, the action required to correct the deficiency. Should the Vendor fail to attend meeting at site within the time specified above, the Institute shall be at liberty to rectify the work/materials and Vendor shall reimburse the Institute all costs and expenses incurred in connection with such trouble or defect.
- d) The Bidder/OEM will warranty that products supplied under the contract are newly made and are free from defects in the design, engineering and workmanship. The bidder would be responsible for the up keep and maintenance of the infrastructure and necessary deliverables under the scope of work during the entire warranty period, as mentioned in Bill of Material, from the date of final acceptance of the system by the customer. The bidder shall not, without the express prior written consent of the Institute, assign to any third party of the contract or part thereof. Service support for the entire warranty period (five years from the final acceptance from the customer) will be on site and comprehensive (including spares) and free of cost for the entire warranty period.
- e) In case of failure, the Vendor needs to replace or repair the faulty part/component/device to restore the services at the earliest to the satisfaction of the Institute. The cost of the repairing or replacement of faulty part/component/device has to be entirely born by the Vendor. All expenses related to part/component/device, including hiring of specialized technical expertise, in case required, has to be borne by the Vendor as part of comprehensive maintenance.
- f) The Vendor also needs to make alternate arrangement in case of major failure happens in the network, due to which services may be effecting for longer period. After repairing or replacement of the part/component/device, the Vendor needs to put the same into operation. Warranty in all respect is at site.



# 18 B. Annual Maintenance Contract (AMC) after expiry of warranty period:

The Bidder will enter into an AMC agreement with the Institute at the discretion of the Institute, after the expiry of warranty period to support the AC Systems supplied for a minimum period of 3 (Five) years at the rate quoted in "Commercial Proposal". The Payment of AMC will be divided into three equal installments for the year and paid half yearly in advance.

Bidder shall carry out preventive maintenance at least once in quarter in consultation with the Institute team during the warranty period as well as the subsequent AMC period. Preventive Maintenance will include replacement of worn-out parts, checking diagnostic etc. Preventive maintenance report signed by site engineer and Institute staff needs to be submitted to respective on quarterly basis.

Bidder will have to maintain the AC system after the warranty period, for a minimum period of 3 years.

The vendor must verify all vital and running parameters of AC system sets, leakages and attending all breakdown calls within 8 hours, cleaning of external surface & components, replacement of major internal components such as PCB, IDU Motor, ODU Motor, ODU Condenser coil etc. due to failure of system due internal factors and aging.

In case equipment is taken away for repairs, the Bidder shall provide a standby equipment (of equivalent configuration), so that the work of the Institute is not affected.

The Bidder shall give an undertaking that sufficient quantity of spares will be kept as stock during the warranty/AMC period at their office in Mumbai.

# **19. NO WAIVER OF RIGHTS:**

Neither the inspection by the Institute or any of their agents nor any order by the Institute for payment of money or any payment for or acceptance of the whole or any part of the works by the Institute, nor any extension of time, nor any possession taken by the Institute shall operate as a waiver of any provision of the contract or of any power reserved to the Institute, or any right to damages here in provided, nor shall any waiver of any breach in the contract be held to be a waiver of any other subsequent breach.



#### 20. GRAFTS, COMMISSIONS, GIFTS, ETC.:

It is the Purchaser's policy to require that bidders, suppliers, contractors and consultants under contracts, observe the highest standard of ethics during the procurement and execution of such contracts. Any graft, commission, gift or advantage given, promised or offered by or on behalf of the contractor or his partner, agent, officers, director, employee or servant or any one on his or their behalf in relation to the obtaining or to the execution of this or any other contract with the Institute shall in addition to any criminal liability which it may incur, subject the contractor to the cancellation of this and all other contracts and also to payment of any loss or damage to the Institute resulting from any cancellation. The Institute shall then be entitled to deduct the amount so payable from any monies otherwise due to the contractor under contract.

#### 21. PERIOD OF VALIDITY OF OFFER:

For the purpose of placing the order, the proposals shall remain valid till 160 days. During the period of validity of proposals, the rates quoted shall not change. In exceptional circumstances, the Institute may ask for extension of the period of validity and such a request shall be binding on Bidders. The Institute request and the response to such request by various bidders shall be in writing. A Bidder agreeing to such an extension will not be permitted to increase its rates.

#### 22. TAXES & DUTIES:

Deduction of all statutory and necessary Tax from each bill will be made as per Government Order prevailing at the time of payment. Necessary tax deduction certificate will be issued on demand by the Company.

#### 23. INSURANCE INSTITUTE OF INDIA RIGHT TO REJECT ANY OR ALL BIDS:

The Institute reserves the right to reject any bid and to dissolve the bidding process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder(s) or any obligation to inform the affected bidder(s) of the grounds for such decision.



# 24. CANVASSING:

Canvassing or support in any form for the acceptance of any tender is strictly prohibited. Any bidder doing so will render him liable to penalties, which may include removal of this name from the register of approved Contractors.

#### **25. NON-TRANSFERABILITY OF TENDER:**

This tender document is not transferable. Only the bidder, who has initiated the bid process is entitled to quote.

#### 26. FORMATS AND SIGNING OF BID:

The original and all copies of the proposals shall be neatly typed and shall be signed by an authorized signatory (ies) on behalf of the Bidder. The authorization shall be provided by written Power of Attorney accompanying the proposal. All pages of the proposal, except for unamended printed literature, shall be initialed by the person or persons signing the proposal. The proposal shall contain no interlineations, erase or overwriting. In order to correct errors made by the Bidder, all corrections shall be done & initialed with date by the authorized signatory after striking out the original words/figures completely.

#### 27. WITHDRAWAL OF BID:

Bid cannot be withdrawn during the interval between their submission and expiry of Bid's validity period. Fresh Bid may be called from eligible bidders for any additional item(s) of work not mentioned herein, if so required.

# **28. INTERPRETATION OF DOCUMENTS:**

If any bidder should find discrepancies or omission in the specifications or other tender documents, or if he should be in doubt as to the true meaning of any part thereof, he shall make a written request to the tender inviting authority for correction/clarification or interpretation or can put in a separate sheet along with his technical bid document.



# 29. SPLITTING OF THE CONTRACT AND CURTAILMENT OF WORK:

The Institute reserve the right to split up and distribute the work among the successful bidders and to curtail any item of work in the schedule partly or fully.

#### **30. ERASURES OR ALTERNATIONS:**

The offers with overwriting and erasures may make the tender liable for rejection if each of such overwriting/erasures/manuscriptions is not only signed by the authorized signatory of the bidder. There should be no hand-written material, corrections or alterations in the offer.

Technical details must be completely filled up. Correct technical information of the product being offered must be filled in. Filling up of the information using terms such as "OK", "accepted", "noted", "as given in brochure/manual" is not acceptable. The Customer may treat offers not adhering to these guidelines as unacceptable. The Customer may, at its discretion, waive any minor non-conformity or any minor irregularity in the offer. This shall be binding on all bidders and the Tender Committee reserves the right for such waivers.

#### **31. COMPLIANCE WITH THE INSTITUTE:**

The contractor hereto agrees that it shall comply with all applicable state and local laws, ordinances, regulations and codes in performing its obligations hereunder, including the procurement of licenses, permits certificates and payment of taxes where required. The contractor shall establish and maintain all proper records (particularly, but without limitation, accounting records) required by any law, code/practice of corporate policy applicable to it from time to time including records and returns as applicable under labor legislation.

# **32. CLARIFICATION OF BIDS:**

During evaluation of the bids, the Customer/Tender Committee, at its discretion may ask the bidder for clarification of its bid. The request for the clarification and the response shall be in writing via email and no change in the substance of the bid shall seek offered or permitted.



# **33. QUALITY CONTROL:**

- a) The contractor is obliged to work closely with the Institute staff, act within its authority and abide by directive issued by them on implementation activities.
- b) The contractor will abide by the safety measures and free the Institute from all demands or responsibilities arising from accident/loss of life, the cause of which is due to their negligence. The bidder will pay all indemnities arising from such incidents and will not hold the Institute responsible.
- c) The contractor will treat as confidential all data and information about the system, obtained in the execution of its responsibilities in strict confidence and will not reveal such information to any party without the prior written approval of the Institute.
- d) The Institute reserves the right to inspect all phases of contractor's operation to ensure conformity to the specifications. The Institute shall have engineers, inspectors or other duly authorized representatives made known to the contractor, present during the progress of the work and such representatives shall have free access to the work at all times. The presence or absence of representatives of the Institute does not relieve the contractor of the responsibility for quality control in all phases.
- e) The Court of Mumbai and its Suburban's only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.

#### 34. SEALING AND MARKING OF BID:

The un-priced and priced bids shall be placed in separate envelopes and then placed in double envelope as explained above. If these envelopes are not sealed and marked as required, the Institute will assume no responsibility for the bid's misplacement or premature opening and rejection.

#### **35. OPENING OF BIDS BY THE INSTITUTE:**

- a) The Bidder's names, Bid modifications or withdrawals, discounts and the presence or absence of relevant Bid security and such other details as the Institute officer at his/her discretion, may consider appropriate.
- b) <u>Evaluation of the bids:</u> After the closing time of submission, the Institute will verify the submission of Bid Processing Fees & EMD as per bid terms and conditions. The technical bids of the bidders will be opened and evaluated by the Institute. The financial bid of the



technically qualified bidders will be opened and successful bidder will be decided as per evaluation criteria.

#### **36. USE OF AGREEMENT DOCUMENTS AND INFORMATION:**

- a) Vendor shall not without prior written consent from the Institute disclose the Agreement or any provision thereof or any specification, plans, drawings, pattern, samples or information furnished by or on behalf of the Institute in connection therewith to any person other than the person employed by the Vendor in the performance of the Agreement. Disclosure to any such employee shall be made in confidence and shall extend only as far as may be necessary for such performance.
- b) The Vendor shall not without prior written consent of the Institute make use of any document or information made available for the project except for purposes of performing the Agreement.
- c) All project related documents issued by the Institute other than the Agreement Itself shall remain the property of the Institute and Originals and all copies shall be returned to the Institute on completion of the Vendor's performance under the Agreement, if so required by the Institute.

#### **37. RESOLUTION OF DISPUTES:**

If any dispute arises between the Parties hereto during the subsistence or thereafter, in connection with the validity, interpretation, implementation or alleged material breach of any provision of the Agreement or regarding a question, including the questions as to whether the termination of the Contract Agreement by one Party hereto has been legitimate, both Parties hereto shall endeavor to settle such dispute amicably. The attempt to bring about an amicable settlement is considered to have failed as soon as one of the Parties hereto, after reasonable attempts [which attempt shall continue for not less than 30 (thirty) days], give 15 days' notice thereof to the other Party in writing.

In the case of such failure the dispute shall be referred to a sole arbitrator or in case of disagreement as to the appointment of the sole arbitrator to three arbitrators, two of whom will be appointed by each Party and the third appointed by the two arbitrators.



The place of the arbitration shall be Mumbai. The Arbitration proceeding shall be governed by the Arbitration and Conciliation Act of 1996 as amended.

The proceedings of arbitration shall be in English language. The arbitrator's award shall be substantiated in writing. The arbitration tribunal shall also decide on the costs of the arbitration procedure.

The Parties hereto shall submit to the arbitrator's award and the award shall be enforceable in any competent court of law.

#### **38. PROJECT IMPLEMENTATION:**

- a) The Vendor shall submit the project plan for approval and shall implement the same as approved by the Institute.
- b) The final layout / drawing after successful completion has to be submitted with the work completion report.
- c) A person-in-charge or committee will inspect all installation; commissioning and acceptance of work will be undertaken by vendor which will be approved by the Institute. All Invoices, Vouchers, Bills for supplied goods and services by the Supplier under the scope of the work will be verified measured and accepted by the person-incharge/committee.
- d) As part of implementation the Vendor shall provide details of equipment that will be incorporated in the proposed system, material and manpower as required. The location for storing spare parts and quantity there on should also be clearly indicated. The Vendor shall provide and supply the necessary technical support, books of technical specifications, log books, maintenance/service manuals, drawings, circuits, diagrams, list of equivalent Indigenous spares/equipment, Standard Operating Procedures (SOPs), any other document of the equipment and other information needed to the Institute and its user organizations in implementing the proposed system applications. The Institute at any time during the currency of the Agreement should have access to the proposed sites.
- e) The Vendor shall provide training to the Institute Personnel at no cost to the Institute. The training schedule, content and modalities will be defined jointly by both the parties.
- f) In case of the material/solution supplied and installed is rejected owing to its nonconformity to the specification or due to the poor quality of workmanship, the same shall be replaced promptly.
- g) Vendor shall treat all matters connected with the contract strictly confidential and shall undertake not to disclose, in any way, information, documents, technical data, experience and know how, without prior written permission from the Institute. The Vendor shall

# Seal and Signature of Authorized Representative for bid



have to furnish the documentation of the work undertaken in consultation with Engineerin-charge/the Institute representative. 3 sets of such documentation should be provided before the issue of completion certificate.

- h) The Vendor shall be fully responsible for implementing the awarded PART of Project in totality and should include the items and their prices, if not included in Schedule of Requirement to complete the part of project on turnkey basis. Any claim whatsoever in this regard will not be entertained later on.
- i) In the event of the delay in delivery of contracted services or services is not satisfactory the purchaser may procure goods from else ware as prescribed in bid and Vendor shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Vendor.
- j) The Supplier shall be responsible and take required insurance for all of their representatives working on the site at their own cost. The Institute will not be responsible for any injury, loss or damage to any of the representatives of the Supplier during the said contract.
- k) All work shall be performed and executed by the Supplier in strict conformity with the engineer-in-charge /representative from the Institute and any relative instruction issued to the Supplier by the Engineer in-charge from time to time. In the event of the delay in delivery of contracted services or services is not satisfactory the purchaser may procure goods from else ware as prescribed in bid and Vendor shall be liable without limitations for the difference between the cost of such substitution and the price set forth in the contract for the goods involved i.e. at the risk and cost of the Vendor.
- I) The Institute shall associate few engineers / technicians during installation and commissioning work. Vendor shall ensure proper participation of the nominated personnel from the Institute and train them provide necessary On-the-Job-Training on the system related. Also vendor shall organize the systematic training of selected personnel from the Institute on the operation / management of equipment.

# **39. FINAL ACCEPTANCE CERTIFICATE:**

- a) On successful completion of the work as per the 'Scope of work' of this tender document, the contractor shall submit its application to the Institute for issue of 'Final Acceptance Certificate' for the work carried under this contract.
- b) The complete work shall be subject to inspection by the technical committee consisting of expert members. The performance of the system as a whole will be tested to comply with the acceptable standards and norms as per the 'Scope of work'.

# Seal and Signature of Authorized Representative for bid



- c) On successful testing of the system, the bidder will be issued the 'Final Acceptance Certificate'. In case any deficiencies are noticed during the inspection, the bidder will be liable to make good the deficiency failing which the 'Final Acceptance Certificate 'will not be issued.
- d) The bidder will be entitled to submit its bill for payment only when 'Final Acceptance Certificate' is issued by the Institute.

#### 40. INSTALLATION OF ADDITIONAL HARDWARE (IF APPLICABLE):

During the currency of the Agreement, for any additional requirement of equipment including interface equipment, the specifications will be provided by the Vendor. The Institute will verify suitability of the specifications submitted by Vendor and recommend to the Institute for acceptance. The Vendor will be obligated to undertake integration, operation and maintenance for all additional equipment if required.

# 41. SUPPORT FROM EXTERNAL AGENCY (IF APPLICABLE):

In case, if Vendor wish to have support from any external agency, it's very necessary to inform the Institute in written prior to allow them to work on the Institute infrastructure. The information should contain all respective information about the company from whom support has been extended, the person/group of people and the segment in which services has been taken. On completion of the task, another report should be submitted by mentioning action taken by this person/group of people from external agency, with duration. The Vendor is sole responsible for the action taken by such agency on their behalf. No Data/ Information should be sent out of the premise without obtaining prior written confirmation from the Institute.



# EVALUATION OF BIDS & AWARDING OF CONTRACT 1. EVALUATION PROCEDURE:

- a) Bidders who have submitted the valid Bid Security, i.e., EMD & Bid Form as per requirement shall be considered for further evaluation. Absence of these documents may lead to summary rejection of the bid.
- b) The Eligibility Criteria will be evaluated by Tender Committee and those qualify will be considered for further evaluation.
- c) Evaluation of bids shall be done based on the information furnished by the bidder. The conformity of the bids to the technical specifications and commercial terms and conditions shall be examined.
- d) Responsiveness of the bid shall be determined on the technical and financial capability of the bidder to execute the contract.
  - i. The Institute may contact and verify bidder's information, references and data submitted in the bid without further information to bidders.
  - ii. The Institute reserves the right to use and interpret the bids as it may, in its discretion, consider appropriate, when selecting bidders for granting of the letter of Intent/Notification of Award of contract.
- iii. The Institute, in its own discretion, may waive off any minor infirmity or non-conformity or irregularity in a bid, which does not constitute a significant deviation.

# 2. EVALUATION OF TECHNICAL BIDS:

The technical bids will be evaluated by a Technical Committee appointed by the Institute. The bids will be given a score (TBS) based on parameters shown in the table below:

Sr. No.	Description	Details				
1	Organization Capacity Either A or B	A) The bidder shall have executed Similar Nature" of single order an amount not less than ₹ 20 Lakh in last three financial years in Government Department/PSU/Autonomous Institute/ MNC or any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided (at least 3 entities)				

		भारतीय बीमा संस्थान INSURANCE INSTITUTE OF INDIA
		B) Further maximum Three "Similar Nature" of integrated each amounting to minimum of ₹ 50 Lakh in Last 3 financial years in Government Department/PSU/Autonomous Institute/ MNC or any reputed organization. References Work Order/Purchase copy along with proof of completion certificate for the project to be provided for each year.
2	Financial Profile The bidder should have total annual turnover of in the last three financial year	Average turnover for last three FY 50 Lakh
3	Customer Feedback Satisfactory service feedback by customer.	Customer feedback by 2 clients/different order

#### **3. EVALUATION OF PRICE BIDS:**

The total cost including all applicable taxes as quoted by the bidders will be compared. The bids will be awarded to the bid with lowest total cost (L1 bid) will be awarded 100% (considered as base value). L1 (Lowest Bidder) will be arrived on the basis of -4 - (Five) Years TCO (i.e. Price of 1 Years Warranty + 3 Years AMC Rate).

#### 4. GENERAL TERMS:

- 1. All the pages of the bid document including documents submitted therein must be duly signed and stamped failing which the offer shall be liable to be rejected.
- 2. No Technical/Commercial clarification will be entertained after opening of the tender.
- 3. Item, if any other than specified in Bill of Material, felt necessary to complete the installation & commissioning may please be quoted separately with clarification and reflected in the deviation sheet.
- 4. Quantity mentioned in the tender document is indicative only and orders shall be placed subject to actual requirement. The Institute reserve the right to increase or decrease the quantity specified in the tender.
- 5. The Institute reserve the right to reject or accept or withdraw the tender in full or part as the case may be without assigning the reasons thereof. No dispute of any kind can be raised the right of buyer in any court of law or elsewhere.



- 6. The Institute reserve the right to ask for clarification in the bid documents submitted by the bidder. Documents may be taken if decided by the committee.
- 7. The customer at its discretion may extend the deadline for the submission of Bids.
- 8. No dispute by the bidders in regard to Technical/Commercial points will be entertained by the Institute and decision taken by the Tender Committee will be final.
- Discrepancy in the amount quoted by the bidder due to calculation mistake, the unit rate shall be regarded as firm and the totaling or carry in the amount quoted by the bidder shall be corrected accordingly.
- 10. The price offers shall remain firm within the currency of contract and no escalation of price will be allowed.
- a. The acceptance of the tender will rest with the accepting authority who is not bound to accept the lowest or any tender and reserves the right to reject in part or in full any or all tender(s) received and to split up the work among participants without assigning any reason thereof.
- b. No variation in or modification of the terms of the Agreement shall be made except by written amendment signed by the parties.
- c. Tender documents are not transferable.
- d. The Court of Mumbai and its Suburban only will have the jurisdiction to deal with and decide any legal matters or dispute whatsoever arising out of the contract.
- 11. Bidder shall quote the prices of supply, installation, testing and commissioning of UPS as mentioned should be valid for One Year.
- 12. Bidder is expected to examine all instructions, forms, terms, and specifications in the bidding documents. Failure to furnish all information required by the bidding documents or submits a Bid not substantially responsive to the bidding documents in every respect may result in the rejection of the Bid.
- The Institute shall not be bound by any printed conditions or provisions in the Bidder's Bid Forms.



- 14. Bidder shall maintain adequate books and records in connection with Contract and shall make them available for inspection and audit by the Institute during the terms of Contract until expiry of the performance guarantee.
- 15. The entire scope of the work depends on the technical skill and experience in management of the same level or kind of infrastructure.
- 16. It is mandatory for Vendor to deploy qualified professional to install, commission, test & maintain the equipment, as defined under scope of work.
- 17. This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason or to cancel the tender. The decision of the Institute, in this regard shall be final and binding on all.
- 18. The rates at any stage once quoted shall not be withdrawn.
- 19. No addition / alteration / deletion in the tender document is allowed.
- 20. Late tenders/ unsigned quotations may be rejected.
- 21. Vendor to attach all datasheet and while making the compliance statement for the Technical specification vendor should give the reference of the page no. where that feature can be verified.
- 22. Before submitting the bids documents, Bidder are requested to perform the site survey to get know the existing system/setup with prior intimation to the Centre. After the survey bidder will make a survey report and will submit along with the Technical bid document.



#### **BID FORM**

Annexure - III

(Bidders are requested to furnish the Bid Form in the Format given in this section, filling the entire Blank and to be submitted on Letter Head in original)

То

INSURANCE INSTITUTE OF INDIA Plot No. C 46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051.

Sub: Supply, Installation, Testing & Commissioning of Standalone AC System at 6<sup>th</sup> floor canteen and recreation center at Insurance Institute of India.

Dear Sir,

We the undersigned bidder/(s), having read and examined in details the specifications and other documents of the subject tender no. III/SITC/ STANDALONE AC SYSTEM /2024-25 dated 21<sup>st</sup> October, 2024, do hereby propose to execute the job as per specification as set forth in your Bid documents.

The prices of all items stated in the bid are firm during the entire period of job irrespective of date of completion and not subject to any price adjusted as per in line with the bidding documents. All prices and other terms & conditions of this proposal are valid for a period of 160 (one hundred sixty) days from the date of opening of bid. We further declare that prices stated in our proposal are in accordance with your bidding.

We confirm that our bid prices include all other taxes and duties and levies applicable on bought out components, materials, equipment's and other items and confirm that any such taxes, duties and levies additionally payable shall be to our account.

We declare that items shall be executed strictly in accordance with the specifications and documents irrespective of whatever has been stated to the contrary anywhere else in our proposal. Further, we agree that additional conditions, deviations, if any, found in the proposal documents other than those stated in our deviation schedule, save that pertaining to any rebates offered shall not be given effect to. If this proposal is accepted by you, we agree to provide services and complete the entire work, in accordance with schedule indicated in the proposal. We fully understand that the work completion schedule stipulated in the proposal is the essence of the job, if awarded.

We further agree that if our proposal is accepted, we shall provide a Performance Bank Guarantee of the value equivalent to ten percent (10%) of the Order value as stipulated in Financial Bid (BOQ).

We agree that the Institute reserves the right to accept in full/part or reject any or all the bids received or split order within successful bidders without any explanation to bidders and his decision on the subject will be final and binding on Bidder.

Dated, this ......day of ......20......

Thanking you, we remain,

**Yours faithfully** 

Name in full \_\_\_\_\_

Designation \_\_\_\_\_

Seal and Signature of Authorized Representative for bid

Tender Ref No. III/SITC/STANDALONE AC SYSTEM /2024-25

Page | 30



	Bidder's Details	<u>Annexure - IV</u>
SI. NO	Particulars	Response
1	Name of the Firm	
	Registered Office Address	
2	Contact Number	
	E -mail	
	Correspondence / Contact address	
	Name & Designation of contact person	
3	Address	
	Contact Number	
	E-mail	
4	Is the firm a registered company? If yes, submit	
4	documentary proof Year and Place of the	
5	Former name of company, if any	
	Is the firm A Government / Public Sector undertaking a	
	proprietary firm	
	A partnership firm (if Yes, give partnership deed)	
	A limited company or limited corporation, member of	
6	a group of companies,( if yes, give name and address	
0	and description of other companies)	
	A subsidiary of a large corporation (if yes give the	
	name and address of the parent organization). If the	
	company is subsidiary, state what involvement if any,	
	will the parent company have in the project.	
7	Is the firm registered with GST Tax department? If yes,	
/	submit valid GST registration certificate.	
8	Are you registered with any Government Department	
5	/ Public Sector undertaking (if yes, give detail)	
	How many years has your organization been in	
9	business under your present name? What were your	
	filed when you established your organization	



SI. NO	Particulars	Response
	What type best describe your firm? (purchaser reserves the right to verify the claims if necessary)	
10	Manufacturer	
	Supplier / Service Provider	
11	Number of offices in district headquarters in Mumbai	
12	Is your organization has ISO 9001:2008 certificate?	
13	List the major clients with whom your organization has been / is currently associated.	
14	Have you any capacity not completed any work awarded to you? (if so, give the name of project and reason for not completing the work)	
15	Have you ever been denied tendering facilities by any Government / Department/ Public sector	

Authorized Signatory (signature in full) :\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_



#### FINANCIAL CAPABILITY OF BIDDER

Annexure – V

SI.	Name of the	Turnover (₹ in Lakh)				
No.	Bidder	2021-22	2022-23	2023-24		
1						

Authorized Signatory (signature in full) :\_\_\_\_\_

Name and Title of Signatory: \_\_\_\_\_

Company Rubber Stamp: \_\_\_\_\_

Note:

Submit the audited financial statement/ audited annual report of the last three financial years.



#### TECHNICAL CAPABILITY OF BIDDER

<u>Annexure – VI</u>

SI. No.	Project Name	Start Date	End Date / Status	Brief description of project & scope of work (implementation, operation & maintenance)	Type of project	Approx. value of the project	Contact details of the Customer

(Signature In full): \_\_\_\_\_\_ Name and title of Signatory: \_\_\_\_\_

Stamp of the Company:

Note:

- A. Type of Project shall indicate the implementation of services Supply of AC).
- B. Scope of work shall indicate whether it is implementation, Operation or maintenance.
- C. Submit Customer Order Copy details of the order indicating the project value, customer contact details, project completion certificate, customer satisfaction certificate etc.

Seal and Signature of Authorized Representative for bid



#### DECLARATION

Annexure – VII

I,Son/Daughter/Wife of	Resident of
------------------------	-------------

Proprietor / Director / Authorized Signatory of the Company / Firm, mentioned above, is competent to sign this declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them;

The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Authorized Signatory (Signature In full): \_\_\_\_\_

Name and title of Signatory: \_\_\_\_\_

Stamp of the Company: \_\_\_\_\_



#### MANUFACTURER'S AUTHORIZATION FORM

Annexure – VIII

Date:
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To INSURANCE INSTITUTE OF INDIA Plot No. C 46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051.

Ref: Tender No.: III/ SITC/ STANDAL	ONE AC SYSTEM /2024-25
WHEREAS	who are official producers of
	and having production facilities at
	do hereby authorize
	located at
	(hereinafter, the "Bidder") to submit a bid of the
following Products produced by u	s, for the Supply Requirements associated with the above Invitation
for Bids.	
When resold by	, these products are subject to our applicable
standard end user warranty terms	

We assure you that in the event of \_\_\_\_\_\_, not being able to fulfill its obligation as our Service Provider in respect of our standard Warranty Terms we would continue to meet our Warranty Terms through alternate arrangements.

We also confirm that \_\_\_\_\_\_is our authorized service provider/system integrator and can hence provide maintenance and upgrade support for our products.

We also confirm that the products quoted are on our current product list and are not likely to be discontinued within 10 years from the day of this letter and assure availability of spares for the products for all time for next 10 years.

We also confirm that the material will be delivered within 60 days from the date of placement of confirmed order.

Name

In the capacity of

Signed

Duly authorized to sign the authorization for and on behalf of \_\_\_\_\_\_

Dated on \_\_\_\_\_\_ day of \_\_\_\_\_\_20\_\_\_

Note: This letter of authority must be on the letterhead of the Manufacturer and duly signed by an authorized signatory.

Seal and Signature of Authorized Representative for bid



#### INDEMNITY BOND

We, ....., having a registered office at ....., have entered into a contract with Insurance Institute of India (III) having registered office at Plot No. C 46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051., vide contract dated ....., to provide security and manpower services on outsourcing basis at Insurance Institute of India (III) situated at Plot No. C 46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051.

We do hereby indemnify and keep harmless, Insurance Institute of India (III), at all times, whether during the continuation of the aforesaid contract and at any time thereafter, in respect of any claim, demand, compensation, liability, penalty, fines, interests, suits etc. of whatsoever nature made, all actions and proceedings taken against the Institute by any party, employee(s), or workman/woman provided by us, on account of any delay, default, lapse, error, or omission on our part, or of rules and regulations, as may be applicable under the said contract from time to time.

We further undertake to indemnify and keep harmless, Insurance Institute of India (III) against any claim/compensation arising out of any non-payment or short payment of salaries, wages, overtime, or compensation by whatever name called and compensation and claims arising on account of any accident, injury, death, etc. during the course of their engagement by us for the purpose of this contract, or non-fulfillment of any obligation under any of the labour laws as applicable to the class of workers/employees engaged by us for the purpose of this contract.

We further declare and agree that this Indemnity Bond is an unconditional and irrevocable undertaking by us and is not restrictive in any manner.

Signature of the Tenderer/Authorized Signatory Name of the Tenderer \_\_\_\_\_\_

Address of the Tenderer\_\_\_\_\_

Seal of the Company/Firm:

Telephone No/ Mobile No.\_\_\_\_\_

Seal and Signature of Authorized Representative for bid Tender Ref No. III/SITC/STANDALONE AC SYSTEM /2024-25

Page | 37



#### BANK GUARANTEE FORM FOR PERFORMANCE SECURITY DEPOSIT

To, The Secretary General, INSURANCE INSTITUTE OF INDIA

WHEREAS.....

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial bank recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid up to and including the ......Day of...... 20......

(Signature with date of the authorized officer of the Bank)

.....

(Name and designation of the officer)

.....

.....

(Seal, name & address of the Bank and address of the Branch) FORMAT FOR EARNEST MONEY DEPOSIT / BID BOND LETTER OF GUARANTEE

Seal and Signature of Authorized Representative for bid

Tender Ref No. III/SITC/STANDALONE AC SYSTEM /2024-25

Page | 38



#### To, The Secretary General, INSURANCE INSTITUTE OF INDIA

IN ACCORDANCE WITH YOUR TENDER for supply of....., M/s...., M/s..., wish to participate in the said bid for the supply .....as an irrevocable Bank Guarantee against Earnest Money Deposit for an amount of ₹.....(Rupees......) valid up to......(160 days from the date of issue of Bank Guarantee), is required to be submitted by the bidder as a condition precedent for participating in the said bid, which amount is liable to be forfeited by the Purchaser on (1) the withdrawal or revision of the offer by the bidder within the validity period, (2) Non acceptance of the Letter of Indent / Purchase order by the Bidder when issued within the validity period, (3) failure to execute the contract as per contractual terms and condition with in the contractual delivery period and (4) on the happening of any contingencies mentioned in the bid documents.

#### During the validity of this Bank Guarantee:

#### Notwithstanding anything contained herein:

Yours truly,

Signature and seal of the guarantor: Name of Bank:

Address:

Date:

**Instruction to Bank:** Bank should note that on expiry of Bond Period, the Original Bond will not be returned to the Bank. Bank is requested to take appropriate necessary action on or after expiry of bond period.

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#### **ORDER FOR ARRANGING VARIOUS DOCUMENTS IN TECHNICAL BID (CHECKLIST)**

(Unconditional acceptance of Terms and conditions of the tender) Pl. Tick Pl use separate sheet for providing complete information.

Sr. No.	Criteria As per tender Clause no.06, mention at page no.3 & 4	Vendor Response/ Remarks	Page No.
		Nethal K5	
1	Registration Certificate		
2	Address proof of Mumbai office		
3	GST Registration Certificate		
4	Trade License		
5	"Similar Nature" of single order an amount not less		
	than ₹.20 lakhs in last three financial years		
6	Average turnover from ₹ 20 Lakh to ₹ 50 Lakh		
	during the last three consecutive financial years		
7	Earnest Money Deposit (EMD) of ₹.60,000/-		
8	Valid letter from the OEMs		
9	Original Copy of the declaration terms and conditions		
	in Tender Document at Annexure-VIII		
10	Site survey report		
11	Technical Bid Format Annexure -II		
12	Bid form - III		
13	Bidder's Details form - IV		
14	FINANCIAL CAPABILITY OF BIDDER- V		
15	TECHNICAL CAPABILITY OF BIDDER - VI		
16	DECLARATION OF BIDDER - VII		
17	MANUFACTURER'S AUTHORIZATION FORM -VII		

The bidder is required to enclose self-attested photocopies of the following documents along with the Technical Bid, failing which their bids may be summarily / out rightly rejected and may not be considered:



#### FORM OF AGREEMENT

This agreement made the \_\_\_\_\_\_day of the month of \_\_\_\_\_\_in the year 20..... BETWEEN, Insurance Institute of India (Hereinafter called "the Institute") or Client which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns, having its Head office at Plot No. C 46, G Block, Bandra-Kurla Complex, Bandra (East), Mumbai – 400051 on the ONE PART; and

\*Shri\_\_\_\_\_S/D/o\_\_\_\_\_resident of\_\_\_\_\_the sole proprietor of M/s\_\_\_\_\_ having office at the following address \_\_\_\_\_ \* M/s. \_\_\_\_\_the partnership firm having an administrative/principal

office at\_\_\_\_\_\_ represented by its Managing/duly authorized partner.

\* M/s. \_\_\_\_\_ company/body corporate incorporated under the provisions of the Companies Act 1956 having its registered office at the following address \_\_\_\_\_\_, duly represented at \_\_\_\_\_\_ duly represented by its constituted and authorized Managing Director, Shri\_\_\_\_\_\_ and (hereinafter called the Tenderer which term shall also be called the Supplier or the Contractor ) which expression shall unless repugnant to the context or meaning thereof be deemed to include its successors and permitted assigns on the other part;

WHEREAS the Institute is desirous that certain works should be designed, supplied, installed, tested & commissioned as detailed in the notice inviting tender and their office mentioned and called for invitation to tenderers for the supply, installation and performance of such works has been accepted by the Institute on the terms and conditions as set out therein and inter alia others.

NOW THIS AGREEMENT WITNESSETH as follows:

1. In this agreement words and expression shall have the same meanings as are respectively assigned to them in the conditions of contract hereinafter referred to.

2. The following documents not inconsistent with these presents shall be deemed to form and be read and construed as part of this agreement viz;

- a. Notice inviting Tender.
- b. General rules and Instructions for the guidance of tenderers.
- c. The Tender, Letter of Acceptance, Letters from & to the tenderer, if any, leading to and prior to acceptance letter.
- d. General Conditions of contract and clauses of contract along with Annexures thereto.

#### Seal and Signature of Authorized Representative for bid



- e. Schedules consisting of Technical Specifications, Special Conditions, Compliances, Comprehensive AMC terms, tender drawings if any, etc.
- f. Schedule of quantities including Prices and tendered amount known as Price Bid.
- ii. The details submitted in technical bid, design, site survey and such other commitments like Annual Maintenance Charges for the period mentioned shall be part of the agreement.

#### [Note: \* Strike off whichever is not applicable]

3. In consideration of the payments to be made by the Institute to the tenderer, the tenderer hereby covenants and agrees with the Institute to complete the works in conformity in all respects and subject to all terms and conditions/rules as mentioned in the General Conditions as also in the aforesaid documents which shall form part of this agreement.

In witness whereof the parties hereto have hereunto set their respective hands and seals the day and year first above written.

Signed, sealed and	delivered	by	the	said tenderer,	

to the CLIENT (the Institute) \_\_\_\_\_\_ in the presence of:

Signature of Tenderer (with seal)

Signature of Authorized representative of the Institute/INSURANCE INSTITUTE OF INDIA Accepting Authority.

Witness (Signature, Name & Address): 1).

2).

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