

INSTITUTE OF NANO SCIENCE AND TECHNOLOGY
Department of Science and Technology,
Ministry of Science & Technology
(Govt. of India)



Notice Inviting Tender (NIT)
for the award of Annual Maintenance Contract (AMC) /
Comprehensive Annual Maintenance Contract (CAMC) of UPS
installed at
Institute of Nano Science and Technology
(INST), Mohali

TENDER NO:- INST/12(127)/2016-Pur

Tender Issued from: 26-10-2016
Last date of receipt of tender: 17-11-2016, up to 2:00pm
Tender Opening date: 17-11-2016, at 3:00pm

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INSTITUTE OF NANO SCIENCE AND TECHNOLOGY (INST)
(Deptt. of Science and Technology, Ministry of Science & Technology, Govt. of India)
Habitat Centre, Phase 10, Sector 64, SAS Nagar, Mohali-160 062. (Pb.)
Website: www.inst.ac.in, Tel: 0172-2210075

Tender Notification
Notice Inviting Tender No: INST/12(127)/2016-PUR

Sealed Tenders in **Two parts [Part(A)-Technical Bid & Part(B)-Financial/Price Bid]** are invited on behalf of the Director, INST from the Original Equipment Manufacturer (OEM) or their authorized agents/service providers for the award of Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of 01no. of 10KVA online UPS and 01 no. of 20KVA online UPS installed at Institute of Nano Science and Technology(INST) , Mohali

1.	Issue of Tender documents	26-10-2016
2.	Last date and time for submission of sealed Tender	17-11-2016 up to 2:00pm
3.	Date and time for opening of sealed Tenders	17-11-2016 at 3:00pm
4.	Tender Fees	Rs.500/-
5.	Earnest Money Deposit	Rs.9000 /-
NOTE: Offers received by FAX/email will be summarily rejected.		

IMPORTANT NOTE: Please quote both AMC charges and CAMC charges for UPS separately as mentioned in tender document.

For more details/information, log on to the website: www.inst.ac.in or www.eprocure.gov.in

-sd-

Chief Fin and Admn Officer

INSTITUTE OF NANO SCIENCE AND TECHNOLOGY (INST)

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Habitat Centre, Phase 10, Sector 64, SAS Nagar, Mohali-160 062. (Pb)

Website: www.inst.ac.in, Tel: 0172-2210075

NOTICE INVITING TENDER No: INST/12(127)/2016-PUR

Sealed tenders are invited on the behalf of Director, INST from the Original Equipment Manufacturer (OEM) or their authorized agents/service providers for the award of Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of UPS viz. **10KVA online UPS – 01no. and 20KVA online UPS – 01No.** installed at Institute of Nano Science and Technology (INST), Mohali.

Note:

- a) The authorization of the agencies/service providers should be valid on the last date of sale of tenders. In case only the last date of sale of tender is extended, the authorization of service provider should be valid on the original date of sale of tenders.
- b) In case both the last date of receipt and sale of tenders are extended, the authorization of agency should be valid on either of the two dates i.e., original date of sale of tender or on the extended date of sale of tenders.

Brief Details of UPS at INST, Mohali

Description	Make	Model No.
10kVA Online UPS- 1no.	Eaton	914510Kin XL
20kVA Online UPS- 1no.	Emerson	UHA3R-0200L

1. Eligibility Criteria

The Firm/Company/enterprise intending to submit the tender should be the OEM (Original Equipment Manufacturer) or it's authorized agent/service provider and should have undertaken at least two similar work, in any of the last three years ending last day of the month previous to the one in which applications are invited. The documentary proof (i.e. Copy of work order etc. along with the recent service report/satisfactory report from client) should be enclosed with the tender.

Similar type of work means the work of Operation & Maintenance/Maintenance/Annual Maintenance Contract (AMC)/Comprehensive Annual Maintenance Contract (CAMC) of UPS rating not below 40 KVA in any Central/State Govt. offices/PSUs/Autonomous bodies/Private companies under a single order /contract.

1.1 The Tenderer shall produce definite proof from the appropriate authority, which shall be to the satisfaction of the competent authority, of having satisfactorily completed similar works of magnitude specified above. Completion Certificates/proofs need to be enclosed.

2. Agreement shall be drawn with the successful tenderer on prescribed format by the Competent Authority. Tenderer shall quote his rates as per various terms and conditions laid down in the tender document.

3. The site for the work is available.

4.(i)Tender documents will be issued from the office of Chief Fin and Admn Officer (Purchase Section), INST from 26-10-2016 to 13-11-2016 up to 5:00 pm, on payment of Rs.500/- as cost of tender OR can be downloaded directly from the website www.inst.ac.in or www.eprocure.gov.in (up to 17-11-2016) and to be accompanied with a DD of Rs.500/- (Rupees Five hundred only) in favour of “The Director, Institute of Nano Science and Technology” payable at Chandigarh/Mohali as cost of tender documents.

(ii)Tender forms, NIT and all the Tender documents consisting of plans, specifications, the schedule of quantities of the works to be done and the set of terms & conditions of contract to be complied with by the contractor whose tender may be accepted and other necessary documents can be seen in the office of Chief Fin and Admn Officer, INST on all working days between 10:00am to 5:00pm.

(iii)Tenders will be issued to eligible Firm/Company/enterprise provided they produce definite proof from the appropriate authority of having satisfactorily completed similar works of magnitude above in criteria 1.

5.(i)Tenders shall be accompanied with tender cost of **Rs 500/-** in the form of Demand Draft in favour of “The Director, Institute of Nano Science and Technology” payable at Chandigarh/Mohali.

(ii)Tenders shall be accompanied with Earnest money of **Rs. 9000/-** Deposit at Call receipt of a scheduled bank/fixed deposit receipt of a scheduled bank/demand draft of a scheduled bank issued in favour of “The Director, Institute of Nano Science and Technology” payable at Chandigarh/Mohali.

(iii) **Submission of Tender-** The tender should be submitted in the envelopes as detailed below:

1. Envelope -1 marked as Technical Bid containing the following-

- a) Draft of Rs.500/- as cost of tender documents (if downloaded from website).
- b) Envelope containing EMD of Rs. 9000/- in the prescribed format(i.e., DD/ fixed deposit receipt of a scheduled bank etc., as the case may be)
- c) Documents related to eligibility criteria i.e., Completion certificates/proofs of the similar works completed.
- d) Tender form-1
- e) Tender terms & conditions, clauses & Technical specifications, schedules etc.
- f) Authorization certificate from respective OEM as per proforma enclosed as Annexure-1.

2. Envelope-2 marked as Financial/Price Bid containing the following-

- a) This shall contain the price quoted by the bidder as per the format given in Annexure-2 along with the Price reasonability certificate as per Annexure-3.

3. Both the above envelopes shall be placed in a third envelope and Name of work, Date of opening of tender etc. shall be written on the cover which will be received by the Institute by 2:00 PM on 17-11-2016 and will be opened on the same day at 3:00 PM.

7. The contractor whose tender is accepted, will be required to furnish performance guarantee of 10% (Ten Percent) of the tendered amount within the period specified in Schedule ‘B’. This guarantee shall be in the form of Deposit at Call receipt of any scheduled bank/Guarantee Bonds of

any Scheduled Bank or the State Bank of India in accordance with the prescribed form. In case the contractor fails to deposit the said performance guarantee within the period as indicated in Schedule 'B' including the extended period if any, the Earnest Money deposited by the contractor shall be forfeited automatically without any notice to the contractor.

8. The description of the work is as follows:

Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of UPS installed at Institute of Nano Science and Technology (INST), Mohali

Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the type of system (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charge consequent on any misunderstanding or otherwise shall be allowed.

The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and local conditions and other factors having a bearing on the execution of the work.

9. The Competent Authority does not bind itself to accept the lowest or any other tender and reserves to itself the authority to reject any or all the tenders received without the assignment of any reason. All tenders in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.

10. Canvassing whether directly or indirectly, in connection with tenderers is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.

11. The Competent Authority reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.

12. The tender for the works shall remain open for acceptance for a period of ninety(90) days from the date of opening of tenders/Ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) if any tenderer withdraws his tender before the said period or issue of letter of acceptance, whichever is earlier, or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Institute shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid. Further the tenderer shall not be allowed to participate in the retendering process of the work.

13. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer/contractor, on acceptance of his tender by the Accepting/Competent Authority shall within 07 days from the stipulated date of start of the work, sign the contract agreement consisting of:-

a) The Notice Inviting Tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued/downloaded at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.

b) Tender form-1

14. No price preference to any corporate society/Registered society, Govt. Public Sector undertakings / bodies shall be given and tenders shall be exclusively dealt with on merit.

15. The contractor shall comply with the provisions of the Apprentices Act 1961, minimum wages Act 1948, Workmen's compensation Act 1923, contract labour (Regulation and Abolition Act 1970), payment of wages Act 1938, Employer's liability Act 1938, Maternity Benefits Act 1961, Employee's State Insurance Act, 1948, Employees Provident Fund Act, 1952 and the Industrial disputes Act 1947 as applicable and the rules and regulations issued there under and by the local Administration/ Authorities from time to time as well all provisions of law applicable to workmen. Failure to do so shall amount to breach of the contract and the Director may at his discretion terminate the contract. The Contractor shall also be liable for any pecuniary liability arising on account of violation by him of any of the said Acts and shall indemnify the Institute on that account. Institute will not be liable for any act or omission on the part of the contractor in so far as any violation of any of the aforementioned acts.

16. Each tenderer shall submit only one tender; either by him or as partners in a joint venture. A tenderer who submits or participates in more than one tender will be disqualified.

17. Unless otherwise stated, the contract shall be for the whole work as described in the "Schedule of items/quantities of Works" and the drawings. The contractor shall be bound to complete the whole work as described in the schedule of items of works and the drawings, including additional items, if any, as per drawings and instructions. The issuance of certificate of completion as issued by the Scientist-in-Charge of respective lab shall be mandatory and will be conclusive proof of completion of work.

18. Interpretations, corrections and changes to the Tenders Documents shall be made by Addendum, if required.

19. Each Tenderer shall ascertain prior to submitting his Tender that he has received all Addenda issued and he shall so acknowledge their receipt in his Tender.

20. The provisions in the Tender documents shall govern over the contents of the above paragraphs if in contradiction or variation.

23. All pages of the Tender should be page numbered and indexed.

24. It is the responsibility of tenderer to go through the tender document to ensure furnishing all required documents in addition to above, if any.

25. The authorized signatory of the tenderer must sign the tender duly stamped at appropriate places and initial all the remaining pages of the tender.

26. A tender, which does not fulfil any of the above requirements and/or gives evasive information/reply against any such requirement, shall be liable to be ignored and rejected.

27. Tender sent by email/fax/telex/electronically shall be ignored.

INSTITUTE OF NANO SCIENCE AND TECHNOLOGY (INST)

Item Rate Tender & Contract for Works

(A) Tender for the work of:- **Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of 10KVA online UPS – 01No. and 20KVA online UPS – 01No. installed at Institute of Nano Science and Technology(INST) , Mohali**

(i) To be submitted by 14:00 hours on 17-11-2016 to The Director, INST

(ii) To be opened in presence of tenderers who may be present at 15:00 hours on 17-11-2016 at INST in the presence of tenderers (if any).

Issued to*: _____

Signature of officer issuing the documents*: _____

Designation*: _____

Date of Issue*: _____

*Not to be filled if tender is downloaded from website.

TENDER

I/We have read and examined the notice inviting tender, Annexure-1,2,3,4 schedule A, B, Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the Institute within the time specified in Schedule 'B' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in General Rules and Directions and in Clauses of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for ninety (90) days from the due date of its opening / ninety days from the date of opening of financial bid in case tenders are invited on 2/3 envelop system (strike out as the case may be) and not to make any modification in its terms and conditions.

A sum of Rs. 9000/- is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. If I/We, fail to furnish the prescribed performance guarantee within prescribed period, I/We agree that the Director, INST or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that the Director, INST or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the said earnest money and the performance guarantee

absolutely, otherwise the said earnest money shall be retained by him towards security deposit to execute all the works referred to in the tender documents upon the terms and conditions contained.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/We shall be debarred for tendering in the Institute in future forever. Also, if such a violation comes to the notice of Department before date of start of work, INST shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor with stamp

Witness:

Postal Address

Address:

Occupation:

GENERAL RULES & DIRECTIONS

1. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation to tender, or in the time allowed for carrying out the work, or which contain any other conditions of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number of the works to which they refer, written on the envelopes.
2. The Bidder/Contractor Firm should possess all the necessary clearance from all the Govt. authorities/departments for the related work as well as the regulatory affairs.
3. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
4. Use of correcting fluid, anywhere in tender document is not permitted. Such tender is liable for rejection.
5. The Contractor whose tender is accepted, will be required to furnish performance guarantee of 10% (Ten Percent) of the tendered amount within the period specified in Schedule 'B'. This guarantee shall be in the form of Deposit at call receipt of any scheduled bank/Banker's cheque of any scheduled bank/Demand Draft of any scheduled bank/Pay order of any scheduled bank (in case guarantee amount is less than Rs. 1,00,000/-) or Government Securities or Fixed Deposit Receipts or Guarantee Bonds of any Scheduled Bank or the State Bank of India in accordance with the prescribed form.
6. Sales-tax/VAT, service tax, purchase tax, turnover tax or any other tax applicable in respect of this contract shall be payable by the Contractor and Institute will not entertain any claim whatsoever in respect of the same. The bidder shall give the total composite price inclusive of all Central & State's levies and taxes i.e. Excise Duty, Service Tax, Sales Tax, Purchase Tax, Turnover Tax, Works Contract Tax etc.

If pursuant to or under any law, notification or order any royalty, cess or the like becomes payable by the Government of India and does not any time become payable by the contractor to the State Government, Local authorities in respect of any material used by the contractor in the works, then in such a case, it shall be lawful to the Government of India and it will have the right and be entitled to recover the amount paid in the circumstances as aforesaid from dues of the contractor.

7. The tender for the work shall not be witnessed by a contractor or contractors who himself/ themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.

CONDITIONS OF CONTRACT

Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between competent authority on behalf of the Director, INST and the contractor, together with the document referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by INST and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:-
 - a) The expression **works** or **work** shall unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - b) The **site** shall mean the land/ or other places like building etc. on into or through which work is to be executed under the contract or any adjacent land, path or street through which work is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - c) The **contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firm or company and the permitted assignees of such, individual, firm or company.
 - d) **Institute** shall mean the Institute of Nano Science and Technology (INST), Mohali.
 - e) **Administration** shall mean the administration of INST, Mohali.
 - f) **Local authority** shall mean the municipal corporation of Mohali and shall also deemed to include any other body or department of the administration.
 - g) **Accepting Authority** shall mean the authority mentioned in Schedule 'B'.
 - h) **Schedule(s)** referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers.
 - i) **Department** means Institute of Nano Science and Technology, Department of Biotechnology, Govt.of India.
 - j) **District Specifications** means the specifications followed by the State Government in the area where the work is to be executed.
 - k) **Tendered value** means the value of the entire work as stipulated in the letter of award.
 - l) **Date of commencement of work:** The date of commencement of work shall be the date of start as specified in schedule 'B' or the first date of handing over of the site, whichever is later, in accordance with the phasing if any, as indicated in the tender document.

Works to be carried out

3. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities (Annexure-2) shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

Sufficiency of Tender

4. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

Discrepancies and Adjustment of Errors

5. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
 - 5.1 In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:-
 - a) Description of Schedule of Quantities.
 - b) Particular Specification and Special Condition, if any.
 - c) Drawings.
 - d) CPWD Specifications with upto date amendments.
 - e) Indian Standard Specifications of B.I.S.
 - 5.2 If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
 - 5.3 Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.
 - 5.4 In case of any conflict/discrepancy on any specification or item to be executed or any other issue related to the contract, the CPWD guidelines shall be referred to for the same with further recommendations and approvals of the Competent Authority.
6. The AMC/CAMC contract shall commence from the date of award of work and shall be for the period of 03 (Three years) at present. However, it may be further extended for the period of 02years beyond the years of AMC/CAMC contract but as per the requirement and at the discretion of the Competent Authority of the Institute i.e., The Director, INST.

7. No payment for the work done will be made unless contract is signed by the contractor.
8. The safety of the UPS equipment and Service Engineer/personnel of the contractor during the AMC/CAMC period shall be the responsibility of the firm and Institute shall not be held responsible in any condition.

SPECIAL CONDITIONS OF CONTRACT

For AMC:-

- 1) If required during the contract period, the firm shall replace the following parts for which only the material cost will be borne by INST:

Batteries, Wire-wound component i.e., Transformer and chokes

For CAMC:-

- 1) The Comprehensive Annual Maintenance Contract shall include the 100% repair/replacement of all the defective or faulty parts/spare parts of UPS i.e., all sort of Electronic/Microprocessor/DigitalComponents-PCBs/ICs/Capacitors/Relays/OverloadProtector/Sensors/ Contactors/Overload Reset, Fan Motor, Magnetic switch, control wiring, and not limited to the same for which the firm shall maintain a stock of spare parts.
- 2) The firm shall be responsible to arrange genuine spares of UPS as and when required (i.e, during regular maintenance, servicing and in breakdown condition) during the CAMC period

For AMC/CAMC both:

- 1) The firm shall do the Preventive Maintenance (PM) at least once in every three months i.e., quarterly along with servicing of UPS (as listed in Annex-4) at INST.
- 2) During PM, the firm's service engineer shall inspect UPS(as listed in Annex-4) thoroughly along with checking of all the necessary parameters such as Input/output voltage, Current, frequency etc. along with the battery voltage levels and shall rectify the faults(if found any).
- 3) The Annual Maintenance Contract (AMC) should include the smooth, efficient and safe working of UPS (as listed in Annex-4) in all days, for which the firm will carry out regular checking, inspection, breakdown repair, quarterly preventive maintenance, fault rectification etc.
- 4) Besides the regular visits, the firm's service engineer shall attend the complaints (breakdown call) maximum within 05 hrs from the time of call/fax/email conveyed to the following contact person/representative of the firm:

Name:

Contact No.:

FAX No.:

Email ID:

- 5) The fault reported by the institute i.e., INST during the period of AMC/CAMC shall normally be rectified within 12hrs from the time of fault attended. The firm will have to repair or replace parts in original which are defective within 12hrs (from the time of fault attended) to maintain UPS functional. However in case of any unavoidable delay in the rectification of fault, the firm shall provide & install the spare UPS of suitable capacity to restore the UPS backup at INST within a reasonable time.

- 6) On completion of the job during each visit, the firm's service engineer should submit a service report which needs to be signed by the Institute's representative/Engineer/Officer as a token of confirmation that the visit as per the contract has been made.
- 7) However if the firm did not attend and rectify the complaint within the period specified in pt.(4 & 5) above, the AMC/CAMC period shall be further extended by a period of 07days for every 07 hours of delay(to be calculated on per hour basis) without any extra cost/financial implication to the Institute i.e. INST.
- 8) In case of any unaffordable delay by the contractor after the period specified in pt.(4 & 5) above to attend and rectify the fault, the Institute at its discretion may also get the fault rectified from some other agency at the risk and cost of the contractor.
- 9) The firm shall be solely responsible for the maintenance, repair and replacement of required parts etc. The dismantled parts will be retained by the replacing firm.
- 10) The firm shall also submit the recommendations from time to time during the AMC/CAMC period regarding the routine maintenance of UPS and also to impart training to Institute technicians/Electricians regarding daily operation and maintenance of UPS (as listed in Annex-4) at INST.
- 11) If required during the AMC/CAMC period, the firm shall do the dismantling, shifting & reinstallation of UPS (as listed in Annex-4) installed at INST , Mohali to the INST Main campus, sec-81, Mohali for which the admissible/reasonable payments (apart from the AMC/CAMC price) shall be made to the firm as approved by the Competent Authority, INST. The said dismantling & reinstallation work may be or may not be get done from the firm as it will be as per the later conditions and at the discretion of the Competent Authority, INST. However, in both the cases, the AMC/CAMC agreement will be continued as per the original terms and conditions.
- 12) The firm shall be in the responsibility of entering the contract not only to make the items under AMC/CAMC work satisfactorily throughout the contract period but also to handover the items under AMC/CAMC to the Institute in fully working condition on expiry of the contract. The firm shall be responsible for ensuring that no total UPS power backup shutdown/breakdown shall occur at the Institute i.e., INST during the AMC/CAMC period.
- 13) The payment will be released to the contractor on quarterly basis after the satisfactory completion of service. The contractor will submit the bill within the ten days of completion of each quarter to INST and efforts shall be made to make the payments at the earliest on receipt of clear bill. Statutory deductions as per Govt. rules shall be made from all the payments made to the contractor.
- 14) All disputes arising out of this agreement are subject to the jurisdiction at Mohali.

- 15) All disputes arising out of this contract shall be referred to the sole arbitrator appointed by the Director of Institute of Nano Science and Technology, Mohali or his nominee as per the provisions of Indian Arbitration and Conciliation Act, 1996 and his award shall be final and binding on both the parties to the dispute. The venue of arbitration in both the above cases will be Mohali (India).

- 16) This contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

- 17) In case the contractor fails to execute the work (during the AMC/CAMC period) as per the contract agreement, the Director shall have the powers to take action as indicated in the contract agreement.

- 18) The Director shall have the powers to terminate the contract by giving one month notice to the firm at any time during the AMC/CAMC period without assigning any reason or depending upon the later conditions or due to any reasons as found suitable by the Competent Authority, INST. The admissible/liable payments as per the provisions of the contract shall be made to the firm till the date of termination of contract. No claim whatsoever in terms of AMC/CAMC price will be entertained after the date of termination of contract.

CLAUSES OF CONTRACT

1. Non-performance

If the Contractor commits default/non-performance in the execution of the contract as aforesaid, Institute shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely.

2. Work to be executed in accordance with specifications, drawings, orders etc.

The contractor shall execute the whole and every part of the work in the most substantial and workmanlike manner both as regards materials and otherwise in every respect in strict accordance with the specifications. The contractor shall also conform exactly, fully and faithfully to the design, drawings and instructions in respect of the work given by the Institute.

3. Deviations/Variations Extent

The Institute shall have power(i) to make alteration in, omissions from, additions to, or substitutions for the original specifications, drawings, designs and instructions that may appear to him to be necessary or advisable during the progress of the work, and (ii) to omit a part of the works in case of non-availability of a portion of the site or for any other reasons and the contractor shall be bound to carry out the works in accordance with any instructions given to him in writing signed by the Institute and such alterations, omissions, additions or substitutions shall form part of the contract as if originally provided therein and any altered, additional or substituted work which the contractor may be directed to do in the manner specified above as part of the works, shall be carried out by the contractor.

4. Foreclosure of contract

If at any time after acceptance of the tender, Institute shall decide to abandon or reduce the scope of the works for any reason whatsoever and hence not require the whole or any part of the works to be carried out, the Institute shall give notice in writing to that effect to the contractor and the contractor shall act accordingly in the matter. The contractor shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the works in full but which he did not derive in consequence of the foreclosure of the whole or part of the works.

The contractor shall be paid at contract rates, full amount for works executed at site and, in addition, a reasonable amount as certified by the Institute for the items which could not be utilized on the work to the full extent in view of the foreclosure.

5. Suspension of Work

(i)The contractor shall, on receipt of the order in writing of the Institute, (whose decision shall be final and binding on the contractor) suspend the progress of the works or any part thereof for such time and in such manner as the Institute may consider necessary so as not to cause any damage or injury to the work already done or endanger the safety thereof for any of the following reasons:

(a) on account of any default on the part of the contractor or;

- (b) for proper execution of the works or part thereof for reasons other than the default of the contractor; or
- (c) for safety of the works or part thereof.

The contractor shall, during such suspension, properly protect and secure the works to the extent necessary and carry out the instructions given in that behalf by the Institute.

6. Resolution of disputes

19.1 If dispute or difference of any kind shall arise between the Owner/Institute and the Contractor in connection with or relating to the contract, the parties shall make every effort to resolve the same amicably by mutual consultations.

19.2 If the parties fail to resolve their dispute or difference by such mutual consultation within one month of its occurrence, then, unless otherwise provided in the conditions/clauses of contract, either the Owner/Institute or the Contractor may give notice to the other party of its intention to commence arbitration, as hereinafter provided the applicable arbitration procedure will be as per the Arbitration and Conciliation Act, 1996 of India. In the case of a dispute or difference arising between the Owner/Institute and a domestic Contractor relating to any matter arising out of or connected with the contract, such dispute or difference shall be referred to the sole arbitration of an officer in the Ministry of Law and Justice, appointed to be the arbitrator by the Director, INST. The award of the arbitrator shall be final and binding on the parties to the contract subject to the provision that the Arbitrator shall give reasoned award in case the value of claim in reference exceeds Rupees One lakh (Rs. 1,00,000/-).

19.3 Venue of Arbitration: The venue of arbitration shall be the place from where the contract has been issued i.e., Mohali.

7. Applicable Law

The contract shall be governed by and interpreted in accordance with the laws of India for the time being in force.

ANNEXURE-1

Proforma for Authorization certificate from OEM

No. _____

Dated _____

To,

**The Director,
Institute of Nano Science and Technology
Habitat Centre, Phase 10
Sector 64, SAS Nagar, Mohali, Punjab**

Dear Sir,

We _____ who are established and reputable manufacturers of _____ having _____ factories at _____ (*address of factory*) do hereby authorize M/s _____ (*Name and address of service Agent/dealer*) to submit a bid, negotiate and receive the order from you against your tender enquiry no. INST/12(127)/2016-PUR for the Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of 10KVA online UPS – 01No. and 20KVA online UPS – 01No. of UPS installed at Institute of Nano Science and Technology (INST) , Mohali

We hereby extend our full guarantee for the services offered by the above firm.

Yours
faithfully,

(Name of
authorised signatory with signature)

(Name of
manufacturer with stamp)

Note: This letter of authority should be on the **letterhead of the manufacturer** and should be signed by an authorised person. It should be enclosed by the Bidder with the tender documents.

ANNEXURE-2

PRICE BID

SCHEDULE OF QUANTITIES

S.No	Item description	Qty.	Unit	Rate (in Rs.)	Amount (in Rs.)
1	AMC charges for 10kVA online UPS system as detailed in Annexure-4	1	no.		
2	CAMC charges for 10kVA online UPS system as detailed in Annexure-4	1	no.		
3	AMC charges for 20kVA online UPS system as detailed in Annexure-4	1	no.		
4	CAMC charges for 20kVA online UPS system as detailed in Annexure-4	1	no.		

NOTE:

- a) *The rates shall be inclusive of all taxes & duties.*
- b) *The Total Amount shall be given in both figures and words.*
- c) *AMC stands for Annual Maintenance Contract whereas CAMC stands for Comprehensive Annual Maintenance Contract.*
- d) *The above price quote shall be valid for the period of 03 years.*

**Signature of Bidder
with Name and office seal**

ANNEXURE-3

PRICE REASONABILITY CERTIFICATE/FALL CLAUSE CERTIFICATE
(to be filled in by the bidder)

This is to certify that we *name of the firm/bidder* have offered the maximum possible discount to you in our quote no..... datedagainst your tender enquiry no. INST/12(127)/2016-PUR for the Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of UPS viz. 10KVA online UPS – 01no. and 20KVA online UPS – 01No. installed at Institute of Nano Science and Technology (INST), Mohali.

The Prices quoted by us are under no event, higher than the lowest prices at which our firm/company having AMC/CAMC of identical description/equipment to any other Govt. organisation/PSUs/Autonomous bodies/Pvt. Organizations during the period of AMC/CAMC contract failing which the “FALL CLAUSE” will be applicable.

In case, the prices charges by our firm/company are more, the INST will have the right to recover the excess charged amount from the subsequent/unpaid bills of our firm/company.

(Seal and Signature of the bidder)

ANNEXURE-4

DETAILS OF THE EXISTING UPS AT INST*

S. No.	Item description	Model/ part No.	Qty.	Unit	Make
1	10kVA Online UPS (Double conversion) with SMF Batteries for 30mins backup (20nos., 12V, 26Ah) = 6240Vah on running load with battery rack and inter connection. Input 1 Phase, Output 1 Phase. Battery make: Rocket	914510Kin XL	1	no.	Eaton
2	20kVA Online UPS (Double conversion) with SMF Batteries for 30mins backup (30nos. 12V, 18Ah) = 6840Vah on running load with battery rack and inter connection. Input 3 Phase, Output 3 Phase. Battery make: Rocket/Hi-power	UHA3R-0200L	1	no.	Emerson

*Any other item/component of the existing UPS system not specifically mentioned above but is presently installed at site shall be considered under the scope of AMC/CAMC contract and nothing shall be paid extra on account of that, apart from the AMC/CAMC price.

SCHEDULE-A

Reference to General Conditions of contract.

Name of Work: Annual Maintenance Contract (AMC) / Comprehensive Annual Maintenance Contract (CAMC) of 01nos. of UPS installed at Institute of Nano Science and Technology (INST), Mohali

- | | |
|----------------------------|-------------------------|
| (i) Earnest Money | : Rs. 9000/- |
| (ii) Performance Guarantee | : 10% of tendered value |

SCHEDULE -B

GENERAL RULES & DIRECTIONS: Officer inviting tender: **Chief Fin and Admn Officer**

Definitions:

- | | |
|--|--|
| (i) Accepting Authority | : Director, INST |
| (ii) Department | : Institute of Nano Science and Technology (INST), Mohali |
| (iii) Standard Contract Form | : Tender form-1 |
| (iv) Time allowed for submission of Performance Guarantee from the date of issue of letter of Acceptance/award | 07_days |
| (v) Maximum allowable extension beyond the period provided in (iv) above | 05 days |

Clause 1

Authority for fixing compensation under clause 1 : **Director, INST**

Clause 2

Whether Clause 2 shall be applicable : **Yes / No**

Date of Commencement of Work : **Immediate after the award of Work**

Duration of AMC/CAMC contract : **03 years from the date of award of work**