

BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES
53 UNIVERSITY ROAD, LUCKNOW- 226007
Tender No. BSIP/ Contract/ AC'S/2022

TENDER FORM
FOR
ANNUAL MAINTENANCE &
SERVICE CONTRACT FOR WINDOW,
SPLIT, TOWER, CASSETTE
AIR CONDITIONERS AND AHU
UNIT OF GEOCHEMISTRY, DNA
LABORATORIES



BIRBAL SAHNI INSTITUTE OF
PALAEOSCIENCES
Campus at
LUCKNOW-226007

(An autonomous institute under Department of Science & Technology, Govt. of India)
53 UNIVERSITY ROAD, LUCKNOW- 226007

Email : director@bsip.res.in, registrar@bsip.res.in

BIRBAL SAHNI INSTITUTE OF PALAEOSCIENCES

53 UNIVERSITY ROAD, LUCKNOW- 226007

(An autonomous institute under Department of Science & Technology, Govt. of India)

NOTICE INVITING TENDER

Sealed tenders/ quotations are hereby invited for rendering Annual Maintenance AND Service Contract for AC: Window, Split, Cassette Air conditioners and AHU Unit of Geochemistry, DNA Laboratories at the Birbal Sahni Institute of Palaeosciences, Lucknow. The Contractor should have at least 03 years working experience of rendering AMC'S Central/State Government Departments and central autonomous bodies Scientific/National/CSIR Laboratories, Public Sector Undertakings of the Government of India and Nationalized Banks. The tender has to be submitted in Two bid-system Technical Bid and Commercial Bid separately. The bids in Sealed Cover-I containing "Technical Bid" (Content: Annexure-1& all required documents should be attached with Technical bid) and Sealed Cover-II containing "Financial Bid" (Price only) should be placed in a third sealed cover super scribed "Tender AMC for AC's and AHU".

The tender should be accompanied with Earnest Money of Rs. 35,000/- through Demand Draft in favour of the Director, BSIP, Lucknow without which the tender will not be entertained.

The tender documents can be downloaded from the Institute website www.bsip.res.in. Those who download the tender documents from website should enclose an additional DD of Rs. 2360/- (Rupees Two Thousand three hundred sixty only) in favour of Director, BSIP,Lucknow INCLUDING 18% GST which is non-refundable through Demand Draft only of a Nationalized Bank or any scheduled commercial bank. The tender money in the form of cheque or cash will not be accepted.

The tender should be submitted in sealed cover mentioning on the envelope "Tender for AMC for AC's due on 08-04-2022 and addressed to be Registrar, Birbal Sahni Institute of Palaeosciences,53, University Road,Lucknow 226007 and reach BSIP before 5:00 pm on or before 08-04-2022

The Tender/Quotation Technical bid will be opened on next working day (i.e. on 11-04-2022 at 11:00 hrs or the technical bid opening date will be informed through our website) in the Committee Room of the Institute in the presence of tenders present (if any). Financial Bid will be opened later from the bidders those who are qualified Technical Bid.

In case more than one bidder quotes the same charge, then the bidder having maximum number of work orders in the Government sector pertaining to same job will be reckoned as L1 and the instructions, if any , issued by the Government of India in this regard will be followed accordingly. A list of L1,L2,..... will be prepared accordingly.

The Director,BSIP, Lucknow reserves the right to reject any or all the tenders without assigning any reason whatsoever

Any future clarifications and/or corrigendum(s) shall be communicated through BSIP on the Institute website www.bsip.res.in.

REGISTRAR

TENDER REF.NO: **BSIP/CONTRACT/AC'S/2022**

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1) INSTRUCTION TO THE BIDDER to be attached in Technical bid

Information/Credential of Service Providers/Bidder

The following information is compulsory and should be furnished completed in all aspects along with your offer.

- I. Brief history of organization, along with organization chart, mentioning the Name, Designation & Tel. Nos. of the contact persons in your company holding all key positions.
- II. Income tax certificate for the last three financial year (2018-19, 2019-20, 2020-2021)
- III. Work Orders ,Client list, with copies contract of your top 5 client during last 3 years.
- IV. Banker's name and company's annual audited report/balance sheet for last 3 years.
- V. The details of Machinery and Equipment available with the firm/company for undertaking work condition are to be furnished.
- VI. If the space provided in the technical bid quotation form is not sufficient, please attach separate sheets and give Annexure reference number on the attached sheet.
- VII. Firm/company's Registration Details.
- VIII. Registration no. and date. (kindly attach a photocopy of registration certificate).
- IX. Any other statutory registration.
- X. Registration details with taxation authorities:
 - a. Permanent Income Tax A/C No. (PAN)
 - b. GST Registration
- XI. Conditional tenders are not accepted.
- XII. Bidder should sign in all pages/papers of tender documents as acceptance of all the terms and conditions.
- XIII. Information as per Quotation form Annexure-I

2) FORMAT FOR OFFER LETTER

To,
Registrar
Birbal Sahni Institute of Palaeosciences,
53, University Road,
Lucknow-226007 U.P.

Offer refrence No.....dt.....20

Sir ,

1. We hereby undertake to perform the scope of work as defined in the condition of Birbal Sahni Institute of Palaeosciences Tender Ref.No....., dated.....2022 at the prices and within the period stated in the attached schedules & in conformity with all the conditions are included therein.
2. This offer is valid for a minimum period of 90 days.
3. We agree that any Contract placed as result of this offer will be in accordance with the Terms & Conditions in the said offer. We declare that any other terms or conditions of the contractor or any general reservations with may be printed on any correspondence of documents emanating from us in connection with tender shall not form part of any resulting contract unless specifically agreed to by BSIP and included in this contract.
4. We also enclose herewith the following documents:

Schedule of compliance with Acceptance of contract conditions.
Schedule of (Price Formats to be completed)
The offer should contain all the details like Service Tax/GST
Reg.No. Etc.

Documents required by BSIP as mentioned in “Instructions to bidders”

M/S (Name & Address of the Company)

Signature of the authorized Signatories of the Company.

3) SCOPE OF WORK

AMC AC'S Contracts

Scope of work

The scope of contract shall be spot breakdown/maintenance of machines, preventive maintenance of machine, servicing/overhauling of machine, repairing of machine with adequate technically sound skilled work force. (Machine means package AC, Tower AC, Window AC and Split AC).

Maintenance of Tower AC, Window AC, Split AC, Tower, Cassette & AHU Unit

The contract shall be executed, all Service & Maintenance Contract for all the Window/Split/Tower/Cassette/AHU Unit; it will be the responsibility of the Contractor to keep the machines Air conditioners in proper working condition round the clock.

The contractor shall ensure that the running equipment's are available at our rated parameters & capacity, the healthiness of above machines shall be ensured with no water leakage, no abnormal sound, proper setting of thermostats and their tripping etc.

Tower and Cassette AC

The contract shall be executed for all in service & maintenance for all the AC's. It will be the responsibility of the contractor to keep the machines (AC's & their accessories like coolong fan etc. in proper working condition round the clock).

Quantity of Machine

The contract covers the BSIP Campus areas Equipment/Machine:

Following quantity shall be maintained by the contractor, throughout the contract period.

Sl.No.	Particulars	Qty.
1	Window AC (1.5TR)	62
2	Split AC(1.5TR)	89
3	Split AC(2TR)	06
4	Tower AC(2TR)	03
5	Cassette AC(2TR)	06
6	AHU Unit of Geochemistry Lab	03
7	AHU Unit of DNA Lab	02

NOTE: The quantities mentioned in the schedule of quantities are indicative and subject to variation of $\pm 10\%$ depending upon actual requirements at the same rates, terms and conditions. Any further variation beyond $\pm 10\%$ during the period shall be done with mutual consent.

Special Instructions

1. The contractor is required to attend any breakdown at any time at short notice.
2. Minor nature of complaints & spot breakdown maintenance:
 - i. Replacement of motors, condensers/compressors (all type) in AC Unit.
 - ii. Replacement of capacitors, relay and overload in AC.
 - iii. Rectification of electric circuits in AC's.
 - iv. Replacement & cleanings of pump, motors, fan motors.
 - v. Servicing of air conditioner: cleaning of filter, cleaning of cooling coil, pressure cleaning by air/water,& general cleaning.
 - vi. Cleaning of condenser coil & complete machine.
 - vii. Lubrication and greasing,etc. in various parts of machines.
3. Major nature of complaints:
 - a. Over hauling of air conditioners (window/split, tower & cassette AC).
 - b. Gas filling/welding/brazing/compressor changing etc.

The contractor shall ensure to attend the breakdown within 2 hours in case of minor/major complaints (round the clock) from the time the job orders are handed over to the contractor's representative. In case contractor fails to attend the job within stipulated time, the same shall be carried out by BSIP and the cost incurred shall be recovered from the contractor's bills.

Materials

1. All the spare parts items like lubricants, refrigerant gas, compressors and electrical items of air conditioners, package AC's shall be supplied by the contractor.
2. All the consumable materials shall be arranged by the contractor.
3. All civil works, plumbing and carpentry work for installations shall be done by BSIP.
4. As requirements and the decision of BSIP, the contractor may be required to remove and shift defective/healthy/new machines or their spares from one location to another location within the BSIP.
5. The contractor shall not use the parts of one machine as spares in another machine, or change the location of any machine without consent of, or such instruction from BSIP.
6. In case of emergency, material could be provided by BSIP & the cost of the material supply will be deducted from the bill of contractor.
7. **Any capital components(replaces units of AHU) for AHU Unit (11 ton in DNA Lab and 40 ton in Geochemistry Lab) will be provided by BSIP. Contractor may quote the labour charges and consumable only in the financial bid of AHU Unit.**

Penalty

The following conditions, penalties imposed.

1. Any of the machines under breakdown should be repaired and put back in service within 24 hours (where compressor repair is not involved) & 48 (forty eight) hours (where compressor repair is involved) from the time of reporting defect.
2. In sensitive rooms/labs and VIP's chambers the equipment should be repaired within 24 hours (where compressor repair/replacement is involved).

Note : The contractor shall ensure that the equipment/machines are transported/handled carefully without any damage. In case any damage occurs due to poor handling the same has to be rectified by the contractor without any extra cost to BSIP, failing which, the same shall be carried out by BSIP and cost incurred will be recovered from the contractor's payments.

Manpower

The contractor shall deploy two experienced personal, alongwith 2 helpers (two technical and two helpers) well acquainted with the upkeep and repair work of the machines. BSIP reserves the right to have a check on the qualification, work experience, job knowledge and conduct of any person deployed by the contractor. In case, the BSIP is not satisfied with the work/knowledge/ performance/conduct of any person, the same shall be withdrawn and replaced by the contractor with a suitable person without any extra cost.

The contractor's representative shall be in continuous contact with the section and shall meet daily with the BSIP's staff to collect all the complaints from concerned departments of BSIP.

4) PERIOD OF CONTRACT

1. Mobilization Period: Immediate after receipt of service order.
2. Contract Period : 1 year and can be extended for another two years according to performance of the contractor on the same rates and terms and conditions.

5) PAYMENT-TERMS

Payment of Terms subject to any dedeuctions/adjustments from the contract price, as per the contract, the contractor shall be entitled to receive the contract price, from the owner, in the following manner:

- a) 100 % of the contract value shall be paid against monthly running bills if Performance Bank Guarantee (PBG) of 10 % of the contract value is submitted by contractor or 90% of the contract value shall be paid against monthly running bills.
- b) The payment will be made quarterly only after satisfactory completion of three monthly services.
- c) All the bills should be duly certified by the section on the basis of service reports.
- d) **Security Deposit (SD) :** Performance Bank Guarantee(PBG) Of 10 % of the contract value will be submitted within 15 days of contract and the validity of the same will be till closure of the contract plus a claim period of 3 months.

In case the vendor fails to submit the PBG before the said line the deduction of Security deposit (SD) and retention amount will be done as per BSIP standard terms which are as follows:

6) CONTRACT PERFORMANCE EVALUATION

CONTRACT PERFORMANCE EVALUATION shall be done on the basis of work standard.

GENERAL TERMS & CONDITIONS OF CONTRACT

I. STATUTORY COMPLIANCES

The contractor shall be solely liable for Statutory Compliance in respect of all applicable laws of land which interalia includes Central/State Labour laws and Regulations/Rules made there under including but not limited to Compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employees other consequent to increase in the notified statutory minimum wages, the contractor shall communicate its intention to increase the wages/salaries and other benefits, during the period of the contract. The contractor irrevocably agrees that any increase in wages/salaries and other benefits to its employees shall be borne exclusively by the contractor and there shall no enhancement of the contract value on this account.

II. FORCE MAJEURE

- a) If any time during the continuance of this service order the performance in whole or in part by either party or any obligation under this agreement shall be prevented or delayed by reason of government decision, war, hostilities, act of the public enemy, civil commotion, sabotage, fire, lightening, flood, explosion, epidemics, quarantine restrictions or any other event beyond the reasonable control of the party concerned (hereinafter referred to as “the eventuality”), then notice of such eventuality shall be given by the affected party to the other within fifteen (15) days from the date of occurrence thereof.
- b) If the performance in whole or part of any obligation under this Service Order is delayed by reason of any such eventuality for a period exceeding one (1) month, the parties shall meet and review in good faith the desirability and conditions of termination this Service Order.

III. TERMINATION

This Service Order shall be terminated by BSIP without any prior notice and without any compensation under the following circumstances:

- a) Contractor has becomes insolvent; or
- b) Contractor has been convicted of any crime which in BSIP’s reasonable judgment is likely to adversely affect the goodwill of BSIP; or
- c) Any failure by the contractor to comply with any of the provisions of the Service Order; or
- d) Failure of contractor to provide services/deliverables as per agreed time schedule’ or contractor assigns the Service Order to any third party without the consent in writing of BSIP; or
- e) The termination by BSIP for reason stated above shall be without prejudice to other remedies that are available to BSIP under this Service Order and/or Law.

- IV. EXIT Clause :** The contract can be terminated with 1 month prior notice by BSIP, Lucknow.
- V. SAFETY :** The contractor shall be responsible to take all precautions to ensure safety of the labours/workers at work. The contractor will supply his labours/workers safety equipment as per rules.
- VI. INSURANCE :** The service provider shall obtain group accidental Insurance for all its employees deployed at BSIP, Lucknow.

VII. ARBITRATION & JURIDICTION

- a) In the event or any dispute arising out of the performance or the interpretation of this Service Order, the Parties hereby agree to make every effort to reach an amicable settlement.
- b) Any dispute, controversy or claim arising out of or relating to this Service Order, or the breach, termination or invalidity thereof shall be settled by reference of dispute to Sole Arbitrator to be appointed by Director, BSIP. The Arbitration shall be conducted in accordance with the Arbitration and Conciliation Act, 1996. The place of arbitration shall be Lucknow, U.P. The language used in arbitral proceedings shall be English.
- c) This service Order shall be construed in accordance with the governed by the laws of India. The parties hereby expressly submit themselves to exclusive jurisdiction of the courts in Lucknow, U.P., India.

FINANCIAL BID

Sl.No.	Description	Qty	Rate Per Unit Per Year Rs.	Total Amount Per Year Rs.
	1	2	3	4 (2*3)
1	AMC Window AC (1.5 TR)	62		
2	AMC Split AC (1.5TR)	89		
3	AMC Split AC (2TR)	06		
4	AMC Tower AC (2TR)	03		
5	AMC Cassette AC (2TR)	06		
6	AMC AHU Unit of Geochemistry Lab(40ton)	03		
7	AMC AHU Unit of DNA Lab (11ton)	02		

TOTAL: Rs.

Total rupees (in words).

Remark: GST will be applicable separately as per the rates applicable at that Point of time.

7) Terms & Condition for contract (Annexure-II)

7.1 STATUTORY COMPLIANCES & CLEARANCES

The Service Provider shall be solely liable for Statutory Compliance in respect of all applicable laws of land which inter alia include Central/State Labour laws and Regulations/Rules made there under including but not limited to compliance of provisions of Contract Labour (Regulation and Abolition) Act, 1970, Employees State Insurance Act, 1948, Employee Provident Funds and Miscellaneous Provision Act, 1952, Child Labour Act, Minimum Wages Act, 1948, Payment of Bonus Act, 1965, Payment of Gratuity Act, 1952, Payment of Wages Act, 1936, Employees Compensation Act, 1923, Interstate Migrant Workmen (regulation of Employment and Conditions of Service) Act, 1979, etc in respect of all employees employed by the Service Provider, directly or indirectly or through any sub-contractor. The Service Provider shall be solely responsible for maintenance of records and filing of various forms/returns prescribed under all applicable Central/State Labour Laws and Regulations/Rules made there under in respect of Workmen employed by it.

The Service Provider shall ensure compliance under the Safety Provisions of the applicable State/Central laws and shall ensure that its employees are trained, competent, physically and mentally fit for the assignment and are not suffering from any chronic or contagious disease.

Service Provider is responsible for the safety and security of all men and materials employed by him. Service Provider should provide all safety equipments (such as tools and tackles, aprons, gloves, shoes etc.) to all Service Provider team members. Service Provider should provide adequate coverage against any accident met by Service Provider's team during the period of Contract. Service Provider shall indemnify the Institute and its officers against any claim, dispute and litigations arising in this regard. Further no separate consideration shall be payable by Company for the same.

7.2 LEGAL COMPLIANCE

Service Provider shall comply with all statutory requirements, related to your equipment/workmen deployed at site, including amongst others, the following:

- A. Payment of Wages Act
- B. Minimum Wages Act
- C. Contract Labour (Regulation and Abolition Act), 1970
- D. Other statues applicable to the nature of work.

7.3 DISCIPLINE AT WORK AREA

Service Provider has to maintain discipline at work area. He has to keep the area neat and clean after work is over. All the spares, waste material, like oil grease etc has to keep at designated area and the work place to be cleaned after job is over. In case, maintenance activities are found to be suffering due to non-performance by Service Provider's employees or job negligence, then suitable punitive action will be taken by BSIP for the same.

7.4 OCCUPATIONAL HEALTH & SAFETY (OH & S)

The Service Provider shall be responsible to take all precautions to ensure safety of the labours/workers at work. The Service Provider will supply his labours/workers safety equipment as per rules. If you are bringing your own equipment to carryout of job inside the plant such equipments should be subject to hazard identifications and risk assessment prior to commencement of work.

7.5 SAFETY

1. Tools used under the contract to be standard.
2. All the contract employees must follow safety rules.

The Service Provider shall be responsible to take all precautions to ensure safety of the labours/workers at work.

Sealed quotations are reached or before 5:00 PM, on 08-04-2022 along with an EMD of Rs.35,000/- in the form of Demand Draft in favour of '**The Director BSIP, Lucknow**' for the work of Annual Maintenance & Service Contract for "Window, Split, Tower, Cassette and AHU Unit of Geochemistry lab" as per terms and conditions and Schedule enclosed herewith.

Tender/Quotations without seal/tape Tender Fee or EMD will be summarily rejected.

REGISTRAR, BSIP

Annexure-I

QUOTATION FORM (ENCLOSE WITH TECHNICAL BID)

COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR AIR-CONDITIONERS-SPLIT TYPE, CASSETTE SPLIT TYPE & DUCTABLE TYPE IN THE BUREAU OF ENERGY EFFICIENCY FOR THE YEAR 2022

1. Name of the tenderer
(in Block letter)
2. Address
3. Contact/Mobile No.
4. Tender fee D/D NO.
Date, Name of Bank
& Amount
5. EMD D/D NO.
Date, Name of Bank
& Amount
6. Registration No. Of the firm
(Please enclose the copy of
Registration).
7. VAT No.
8. GST No.
9. PAN No.
10. Experience in maintenance of AC (Name of Deptt./Org./Period/No. Of ACs in Govt
Deptt./Organizations where contract for ACs was maintained by the firm).
 - a)
 - b)
 - c)

- 11. I/We hereby declare and affirm that I/We have read and understand the term and Conditions of the contract as stipulated in the tender.

- 12. I/We hereby undertake that we shall make good any loss/damage caused to AC unit or any other property of the Government through our negligence. I/We also undertake that the decision of the BSIP in this regard as well as the matter of dispute arising to the provision this contract shall be final and binding on us. I/We undertake not to make any representation against the decision of the BSIP.

Signature

Name

(In block letter)

Official Seal of the firm

TERMS AND CONDITIONS

MAINTENANCE AND SERVICE OF CONTRACT FOR WINDOW, SPLIT, TOWER, CASSETTE AIR CONDITIONS & AHU UNIT OF GEOCHEMISTRY LAB.

1. All the machines will be in working condition at the time of commencement of contract. The contract will have to hand over all the machines in working condition at the time of completion of contract.
2. All the machines would be serviced once in every month. (BDS once in 3 months).
3. This contract includes repair and replacement of all controls, compressors, fan motors including gas charging excluding sheet metal work. The compressor which are in original condition will have to be replaced with new compressors of same make when they fail, the cut compressors can be got repaired.
4. On breakdown of any machine, call should be attended immediately on the same day, failing which Rs.500/- will be deducted from the bill for each defaulted day.
5. If the air-conditioner is taken out for major repairs service, unit should be provided in place of existing unit, failing which, Rs.1000/- will be deducted from the bill for each defaulted day.
6. The contractor has to deploy 2 technicians and 2 helpers on regular basis for the servicing and attending breakdown of machines.
7. On acceptance of the rates quoted by the contractor, the contractor will be allowed to start the work only after producing the receipt of the security deposit @ 10% of the cost of maintenance and service contract.
8. If the contractor fails to honour the work order, EMD will be forfeited.
9. The payment will be made quarterly only after satisfactory completion of three monthly services.
10. The contract may be renewed for another two years on same terms and conditions, if performance is found to be satisfactory.
11. If the contractor shall make default in any one or more of the following aspects that is to say:
 - a) If the contractor without reasonable cause wholly suspends the carrying out of the work before completion thereof or
 - b) If the contractor fails to proceed regularly or diligently with the work or
 - c) If the contractor refuses or persistently neglects to comply with the written notice from BSIP asking him to remove defective work or improper material or goods, the Director, BSIP has the right to terminate the contract immediately.

Director, BSIP will be sole authority to the decision.

Contractor

Registrar, BSIP

SCHEDULE

**Name of Work : Maintenance and Service Contract for Window, Split, Tower,
Cassette Air Conditioners and AHU Unit.**

Sl.No	Description	Qty	Rate Per Unit Per Year Rs.	Total Amount Per Year Rs.
1	AMC Window AC (1.5TR)	62		
2	AMC Split AC (1.5TR)	89		
3	AMC Split Ac (1.5TR)	06		
4	AMC Tower AC (2TR)	03		
5	AMC Cassette AC (2TR)	06		
6	AMC AHU Unit of Geochemistry Lab (40ton)	03		
7	AMC AHU Unit of DNA Lab (11ton)	02		

Total : Rs.

Attention : Machines purchased within the last year will be added in the AMC on completion of Warranty period.

Registrar , BSIP