

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

ESTATE DEPARTMENT

**RAJBHAVAN COMPLEX, BANER ROAD, PUNE - 411 007.
Phone No. (020) 25608408 & 25608229**

QUOTATION

AIR CONDITIONING WORK OF PMB (CLASSROOM 1, 2 & 3) WITH EXISTING 11 TR ODU AND NEW IDU DUCTABLE AC SYSTEM AT YASHADA.

Security Deposit	: 5% (Five Percent) of Accepted Quotation Amount
Blank Quotation forms Download Period	: 12/03/2024 (09.30 AM) to 15/03/2024 (03.00 PM)
Last Date of Submission	: 15/03/2024 (Up to 03.00 PM)
Date of Technical Bid Opening	: 15/03/2024 (At 03.00 PM) (If Possible)

DETAILED QUOTATION NOTICE

YASHWANTRAO CHAVAN YASHADA OF DEVELOPMENT ADMINISTRATION

Raj Bhavan Complex, Baner Road, Pune 411 007.

Phone No. (020) 25608408 & 25608229

Quotations for Air Conditioning Work OF PMB (Classroom 1, 2 & 3) with Existing 11 TR ODU and New IDU Ductable AC System at YASHADA.

Online Quotations are invited, for above work, from Agencies having Certificate of registration as AC manufacturers /Authorized Dealers or Distributors/ PWD registered Contractors for Air Conditioning units business as applicable, having experience of similar works, by Yashada and will be received in the form of Quotations on or before 15/03/2024. Blank Quotation can be downloaded from www.yashada.org on 12/03/2024 and Sealed Quotation's submit to Estate Department YASHADA as per mentioned date and time.

Time period : 60 days

Security Deposit : 5% (Five Percent) of accepted Quotation cost

Last date and time up to which : 12/03/2024 (09.30 AM) to 15/03/2024

Blank Quotation download from web site (03.00 PM)

Date & time of receipt of Quotation : 15/03/2024 Up to 3.00 PM.

Date of Quotation Opening : 15/03/2024 At 3.00 PM (If possible)

1. Validity Period:-

The offer of the Agency shall remain valid for acceptance for a minimum period of **90 days** from the date fixed for opening of Envelope No.2 (Price Bid) No Joint Venture allowed.

1.1 Right is reserved by Yashada to revise or amend the Quotation documents fully or part thereof prior to the date notified or amended for the receipt of Quotation.

1.2 The bidder should enter his offer only at the stipulated place in the price bid. If the price bid is disclosed by any means in any place other than price bid the bid shall be rejected outright and bidder may be blacklisted.

1.5 Right is reserved to reject any or all Quotations without assigning any reason thereof by Yashada.

1.6 Quotations which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection by Yashada. Conditional Quotations will be rejected outright.

1.7 No alteration in the form of Quotation, the schedule of Quotation and no additions in the scope or special stipulation will be permitted.

1.8 The sealed Quotation should be submitted in Technical and commercial bids separately and submit towards Estate Dept. Yashada

GENERAL

2.1 **Time limit:** The work contract is for **60 days** as specified in the Notice inviting Quotation which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period. The contract period may be extended with same rates, terms and conditions, if needed by Yashada.

2.2 **Quotation Rate:** Quotation rates should be filled in only in the Price Bid (Schedule -B)

2.3 **Quotation Units:** The bidders should particularly note the machineries/quantities/specifications mentioned in the SCHEDULE-B. No change in the machineries/quantities/specifications shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.

2.4 The Income Tax/ GST (TDS) at the rate as prescribed by Architect /HVAC Consultant shall be deducted from bill amount, whether it is, measured bill, advance payment or secured advance and other charges, as per Government rules. All taxes imposed by the government will be recovered from the amount payable to the agency for services provided.

2.5 The successful bidder will pay the security deposit amount (5% of accepted Quotation amount)

2.6 Even though the bidders meet the requirements, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in support of the qualification requirements, specified in the Technical Bid.

3.7 In case of insufficient response to this offer, Yashada may extend the period of Quotation.

4. QUOTATIONING PROCEDURES:

4.1 Envelope No.1 (Technical bid):

The online envelope clearly marked as "Technical bid Envelope -1" shall contain the scanned copies of originals of following Documents:-

- a) Certificate of registration as AC manufacturers /Authorized Dealers or Distributors/ PWD registered Contractors for Air Conditioning units business , as applicable
- b) Certification of registration of Valid License under Shop and Establishment Act and if the bidder is a Company / Firm / Agency having registration Certificate under Companies Act / valid Electrical contractor Registration certificate with class "B" and above issued by Public Works Dept. Electrical of Government of Maharashtra.
- c) Certificate of registration of GST.
- d) Certificate of registration of PAN/TAN Number.

- e) Self declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. Organization of Central/State or any Public Sector Organization or there is no litigation with any Organization on account of similar type of services as per Annexure-1. Self declaration by bidder that no Judicial case is pending in court of law against firm as per Annexure-1.
- f) Duly signed declaration regarding acceptance of terms and conditions of the Quotation by bidder as per Annexure-2.
- g) Personal and Bank details of bidder as per Annexure-3.

4.2 Envelope No. 2-(Price Bid)

The bidder should quote rates for total work inclusive of all taxes including GST (other taxes if any), levies, duties & transport in Schedule-B at appropriate place, after taking into consideration the quality parameters and specifications mentioned in Schedule-B. In case of difference in amounts quoted in figures and words and total, due to any arithmetical errors, the lowest of figures or words shall be considered.

A declaration to the effect that the bidder has fully studied the specifications, local conditions, availability of labour and materials and that the agency has quoted their rates with the consideration to all these factors is to be enclosed.

Even though the Bidders meet the above requirement, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, Annexures and attachment submitted in proof of the qualification requirements.

Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or blacklisting history or financial failures etc., shall be adequate grounds for disqualification of bidder.

5. CRITERIA FOR L1 :

- 5.1 The price bid of technically qualified bidders shall be opened and lowest offer of technically qualified bidder shall be accepted. The total bid amount offered in price bid by the bidder in total shall be on the basis of computation of the L1 rates. The acceptance of Quotation shall be communicated to the Agency by email or otherwise.
- 5.2 The successful bidder will have to sign the original copy of the Quotation papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that the bidder has fully studied the site, specifications, local conditions and availability of labour and materials and that the bidder has quoted their amount with the consideration to all these factors.

6. SECURITY DEPOSIT:

- 6.1 The successful bidder shall have to pay 5% of accepted Quotation amount, as security deposit in the form of Demand Draft drawn on any Nationalized Bank in favour of The Director General, Yashada payable within 7 days of communication of acceptance of Quotation failing which his earnest money deposit and security deposit

will be forfeited to Yashada and Yashada may decide to blacklist such agency for future Quotations.

- 6.2 All compensation or other sums payable by the Agency under the terms of this contract or any other contract or on any account may be deducted from Agency's Security Deposit or from any sums which may be due to him or may become due to him by Yashada on any account and in the event of the security amount being reduced by reason of any such above noted deductions, the Agency shall submit within 10 days of receipt of notice of demand from the HoD Estate make good the deficit.
- 6.3 There shall be no liability on Yashada to pay any interest on the Security amount Deposited by or recovered from the Agency.
- 6.4 The Security Deposit shall be refunded after Defect Liability Period of one year. Defect Liability Period shall be start from date of completion of work.
- 6.5 **Defect Liability period for the work is of 1 (One) year.**

7. TERMS AND CONDITIONS

7.1 SCOPE OF WORK:-

The Contractor shall carry out and complete the Supply, Installation, Testing & Commissioning of AC work of new Ceiling Concealed Ductable Units with ODU's available at site with YASHADA (Carrier make 11TR , Fixed speed with R410-A gas, Model no. 38LH-132GSC) at **PMB (Classroom - 1, 2 & 3)** in Yashada in every respect in accordance with this Tender & Contract and as per the directions of and to the satisfaction of the Architect / HVAC Consultant and team Yashada. The Architect / HVAC Consultant with approval of Yashada or Yashada issue further drawings and/or written instructions, detailed directions and explanations which hereafter collectively referred to as 'Instructions' in regard to :

- a) The Contractor shall carry out the Inspection, Rectification and complete with making good condition of available Carrier make 11TR, Fixed speed with R410-A gas, Model no. 38LH-132GSC ODU's out_of any defects / deficits those arising during the installation, testing and commissioning.
- b) The variation or modification of the design quality or quantity of works or the addition or omission or substitution of any work .
- c) Any discrepancy in the drawings or between the schedule of quantities and / or drawings and / or specification.
- d) The removal from the site of any defective material brought thereon by the contractor and the substitution of any other material thereof.

- e) The demolition removal and / or re-execution of any work executed by the contractor/s.
- f) The dismissal from the work of any persons employed there upon.
- g) The opening up for inspection of any work covered up.
- h) The rectification and making good of any defects under clauses hereinafter mentioned and those arising during the maintenance period (Defect Liability Period).
- h) The contractor shall forthwith comply with and duly execute any work comprised in such Yashada's / Architect's /HVAC Consultant's instructions, provided always that verbal instructions, directions and explanations given to the contractor's or his representative upon the works by Yashada / Architect /HVAC Consultant shall, if involving a variation, be confirmed in writing to the contractor within seven days. No works, for which rates are not specifically mentioned in the price schedule of quantities, shall be taken up without written permission of Yashada. Yashada shall fix rates of items not mentioned in the state schedule of rates.
- i) The required makes of materials/products to be used in the work should be as per attached **LIST OF APPROVED MAKES OF EQUIPMENTS/AGENCIES**). Regarding all factory made products for which ISI marked products are available, only products bearing ISI marking shall be used in the work.

7.2 Defect Liability Period :

Defect Liability Period for the work is of 1(One) Year from the date of completion of work. In which Comprehensive warranty is applicable for one year from the date of completion of work. During this period breakdown maintenance work shall be carried out on as and when required basis. Also preventive maintenance shall be carried out during warranty period on quarterly basis as per standard norms related to air conditioning system. All breakdown / preventive maintenance related Technicians visits shall be registered with dates in book kept in Estate Dept. Yashada.

It is Agency's responsibility to ensure that Original spares of Machines shall be used during warranty period And also be made available in warranty period. If breakdown / preventive services are hampered by Agency, written Notice shall be issued to the Agency and Security Deposit shall be forfeited in such incidents.

Manufacturer's warranty for installed items as applicable shall be made available by Agency.

7.3. PAYMENT:

1) All payments shall be made in Indian currency. The payment will be released after ascertaining that, Architect /HVAC Consultant have certified the measured work and bill as satisfactory. After certifying the same, and thoroughly checking by Engineer- In- Charge HoD Estate shall process the bill for payment. The Final bill shall be accompanied by completion certificate duly signed by Architect , HVAC Consultant and HoD Estate and shall be paid accordingly. No payment shall be made in advance.

2) During execution of work, if the additional and altered work includes any class of work for which no rate is specified in this contract, then such class of work shall be carried out at the rates entered in the current schedule of rates of the PWD . For such additional and altered work if rate are not present in current schedule of rates of the PWD , then Rate Analysis shall be done by Architect / HVAC Consultant as per rates which are mutually agreed by Yashada & Contractor. Only with prior approval in writing by Yashada, such additional and altered work shall be executed.

3) Yashada shall have right to forfeit the amount of the security deposit or the part thereof in case of breach of contract by the agency. Yashada, in such cases of breach of quotation terms reserves right to blacklist the agency.

4) After submitting the bill to Estate Dept. Yashada, payment against the work done shall be paid provided bills being in order, and as per Quotation conditions. Unsatisfactory work shall be redone by agency as per instructions given by the Engineer in charge / Architect /HVAC Consultant . Unsatisfactory work shall be considered as breach of contract.

5) Payments Against RA/Final bills shall be paid after successful completion of works, upon inspection by YASHADA Authorities subject to submission of manufacturer's Tax Invoices and delivery challans by Agency.

7.4 RISK PURCHASE:

If Agency fails to complete the work within time limit/extended time limit given with prior sanction, uncompleted/ balance work shall be carried out by third party at risk and cost of Agency, with prior 30 day's notice by Yashada. Such amount shall be debited from the Agency's bill / due amount.

7.5 PENALTY

(1) In case of breach of contract, Yashada reserves the right to terminate the contract after forfeiting the security deposit and getting the balance contract executed from third party at the risk and the cost of the agency terminated and Yashada may take action of blacklisting the agency for future works.

(2) In case of delay beyond the contract period fine amount of Rs.1000/- per day shall be levied from Competent Authority of Yashada.

7.6 LEGAL INSTRUCTIONS

(a) Any error in description or in quantity or omission of the item in the Schedule-B shall not vitiate this contract.

(b) Agency shall be liable for any accident, loss, death, injury to persons at Yashada or any place for damages of any kind to life or property in the course of this work. The Agency shall indemnify Yashada against any claims related to the above.

(c) The Agency shall not sublet the work.

(d) Agency has to submit the documents related to Agency's office address, telephone number, mobile number and FAX number in respect of which the documents related to bank have been submitted in writing to YASHADA. If it is to be changed, it will be mandatory for the Agency to provide prior intimation to YASHADA.

(e) During the course of work under this contract, the Agency shall ensure that no Damages to YASHADA's property and personnel occurs. If any such damage occurs of this work, the Agency shall be liable to make good the same to Yashada and the affected persons. In case of default, the recovery of such damages will be made from agency's bills. The Agency shall indemnify Yashada from any claim arising due to any such incident caused by the agency.

(f) The employees deployed by the agency at the Yashada shall be its own employees under their exclusive management, supervision and control and Yashada shall in no way be responsible or liable for their wages.

(g) **INDEMNITY –**

The agency shall at all times keep Yashada effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency and against all costs and expenditure incurred by YASHADA in that respect. The Agency shall also keep YASHADA indemnified against all claims for compensation under the provision of any law for the time being in force / brought in to force by or in respect of any Employee deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose an Indemnity Bond will have to be executed by the Agency, before commencement of work.

7.7 INSTRUCTIONS FOR CONTRACT EXECUTION

(a) The Agency shall take instructions from the HoD Estate/ Engineer In charge or Architect /HVAC Consultant under this contract and complete the work within the time specified. The Agency shall ensure proper co-ordination with the Estate department of Yashada.

(b) The material storage space, supply of water and use of electric energy required for work shall be made available by Yashada. All the materials used in the works under the contract shall be genuine, original, new and of the same make as mentioned in Bill of Quantities and Specifications. The workmanship and material shall be as per specifications and as prescribed in relevant latest edition of B.I.S. code and to the entire satisfaction of the HoD Estate/ Engineer In charge Or Architect /HVAC Consultant . Safe storage of the Agency's material in Yashada campus will be Agency's sole responsibility.

(c) The Agency shall be responsible for removing the debris arising out of the works under this contract and shall ensure that the site is cleared of all such debris by proper disposal and

shall also be responsible to clear if any leakages appears due to A.C. water piping without any extra payment, whatsoever.

7.8 SAFETY MEASURE

a) The Agency shall take all necessary precaution for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The Agency shall also comply with the direction issued by the HoD Estate/ Engineer In charge or Architect /HVAC Consultant in this behalf from time to time.

(b) It is responsibility of Agency, the workmen employed by agency should at all times during work shall wear appropriate safety equipment. Every incidence of non compliance of such instructions will be penalized. Agency shall be liable and responsible for any compensation or damages to its workmen employed at the site for execution of this work against injury or loss of life. Agency shall indemnify Yashada from any cost or legal actions resulting from such injuries, loss of life to agencies workman.

7.9 Agency is required to keep strict vigilance on their Machineries, if any tampering to any units is noticed same shall be immediately reported to Engineer In Charge. The agency itself to decide the monitoring schedule for detecting tampering related to Machineries/ unit depending on their experience. No payment shall be paid by Yashada due to such incidences for any damages.

7.10 The License or permits for the material etc. required for this Contract shall be obtained by the Agency directly from the authority concerned at Agency's own cost.

7.11 All the workmen deployed by the Agency at Yashada shall abide by the disciplinary procedures, rules and regulations laid down by Yashada from time to time.

7.12 All persons deployed by the Agency shall at all times be medically fit. The employees deployed by the agency should always wear prescribed uniforms while on duty if any.

7.13 The Agency should co-operate with all other agencies working in the project. It would also ensure that its activities do not disturb officials, participants and campus residents of YASHADA.

7.14 Dispute:

Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Yashada and the authorized representative of the Agency.

1. Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Agency in connection with or arising out of the contract or subject matter thereof, whether during the progress of contract or after its completion shall be settled as under;

2. Mutual Settlement

All such disputes or differences shall in the first place be referred by the Agency to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

7.15 Settlement through Court

It is a term of this contract that the Agency shall not approach any Court of Law for settlement of such disputes or differences.

7.16 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

7.17 Termination of Agreement

During the period of this agreement, Yashada shall have the right to terminate this agreement, if Yashada is not satisfied with the performance of the Agency by giving 30 days' notice in writing, uncompleted/ balance work shall be carried out by third party at Risk and Cost of Agency terminated, also Security Deposit shall be forfeited in such incidents.

7.18 Force Majeure

When an extraordinary event or circumstance beyond the control of the parties such as a war, strike, riot, crime, or an event described by the legal term "act of God" (such as flooding, earthquake, or volcanic eruption), prevents one or both parties from fulfilling their obligations under the contract. In such situations decision of "Director General YASHADA" will be a final decision & binding on both the parties.

Annexure-1

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead of firm/ company)

Self-Declaration regarding not being blacklisted

I Shri / Smt. ----- Proprietor/Director/Authorised signatory of the Company/ firm/ Agency M/s.-----, hereby declare that we are not black-listed by any Central/State Government/Public Sector Undertaking or any other organisation for Supply, Installation, Testing and Commissioning of Air Conditioning Work in India.

We are not involved in any litigation that may have an impact on execution of contract or may compromise the delivery of service as required under this Quotation.

There is no Judicial case pending in court of law against this Company/ firm/ Agency.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-2

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)

SELF DECLARATION

6.1. Declaration as regards acceptance of terms and conditions of contract

1. I Shri. /Smt. -----Proprietor / Director / authorized signatory of the Company/Firm/Agency M/s -----
-----am competent to sign this declaration and execute this Quotation document;
2. I have carefully read and understood all the terms and conditions of the Quotation and undertake to abide by them;
3. The information/documents furnished along with the Quotation are true and authentic to the best of my knowledge and belief. I / We, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my Quotation at any stage, besides the liabilities towards prosecution under appropriate law.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-3

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	Name Of The Competent Person & Agency	
2.	Address Of The Agency	
3.	Contact Details	1) Landline No. : 2) Mobile No.: 3) E-Mail Id :
5.	PAN No.	
6.	GST No. –	
Bank Details –		
1.	Name Of The Agency For Rtgs	
2.	Name Of The Bank	
3.	City Of The Bank	
4.	Account No	
5.	Account Type	
6.	Branch Code	
7.	Address Of The Branch	
8.	IFSC Code	
9.	MICR No.	

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

<u>LIST OF APPROVED MAKES OF EQUIPMENTS/AGENCIES</u>		
1	Ceiling Concealed Ductable system	CARRIER.
2	Aluminium Grills / Diffusers	Systemair / TROX / COSMOS / Airflow Mapro.
3	Inline Fans	Kruger/ Airflow fans / Systemair / Maico
3	VCD / Fire Damper	Systemair / COSMOS / Conaire.
4	Insulation	
(i)	Nitrile Rubber	Aerofoam / Kflex / Armafix.
(ii)	Fiberglass	UP Twiga / Lloyds Insulation
5	Miscellaneous	
(i)	Vibration Isolators	Resistoflex (P) Ltd/ Dunlop / Emerald/ Kanwal
(ii)	Flexible pipe connections	Resistoflex etc.
(iii)	Air Filters	Airtech / Puromatic / Purafill / Thermodyne.
6	Electrical Items	
I.	Starters, Contactors , Push Button & Overload Relays	L&T / Siemens / BCH / ABB
II.	MCB	L&T/.Siemens/ABB
III.	Single Phase Preventors	L&T/.Siemens/ABB
7	PVC pipes for drain / Fresh air.	Supreme / Astral / Finolex / Prince. .
8	Canvass for Ductable units	Resistoflex (P) Ltd/ Dunlop / Emerald/ Kanwal
9	Cu pipes	Hariom Metals / Mandev / MexFlow