

**TENDER DOCUMENT**

**JORHAT ENGINEERING COLLEGE  
GARMUR, JORHAT 785007**

**NAME OF WORK:**

**DESIGN, ENGINEERING, SUPPLY, ERECTION & COMMISSIONING OF CENTRALLY  
COOLED AIR CONDITIONING SYSTEM WITH DUCTING AT NEWLY CONSTRUCTED  
AUDITORIUM OF JORHAT ENGINEERING COLLEGE**

*Serial No. ...JEC/01/2019.....*

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**Signature and Seal of the Issuing Officer**

**Price: Rs.1,000/- (Rupees One thousand only)**

(A) **Objective:** **Jorhat Engineering College (JEC)** established in the year 1960 and one of the most esteemed Engineering College of Assam in its illustrious career has served the country by producing distinguished engineers of high quality in various branches. The college is having student strength of 1450. The existing auditorium of the college is in a very dilapidated condition and as such a new auditorium is coming up with the financial help of **Oil India Ltd** to cater the need of the college fraternity as a whole.

The present tender is floated to execute design, engineering, supply, installation and commissioning of centrally cooled air conditioning system with duct provision in the auditorium. The bidder is to execute the works of fabrication, erection and construction of duct, piping's etc as required by the system.

**(B) Intent of Tender:**

The intent of this tender document is to furnish supply and work scope that shall be required to execute and complete the work in full as well as other techno-commercial requirements to be furnished and fulfilled by the bidder participating in the tender.

**(C) Eligibility Of Bidder:**

The bidder must be a Manufacturer or Manufacturer's Authorized channel partner/firm.

In case of Manufacturer, necessary supporting documents shall have to be furnished along with the technical part of the bid.

In case of Authorized Firm or channel partner, necessary documents of minimum 10 (ten) years of association with the Principal/Manufacturer is to be furnished along with the technical bid, failing which the submitted bid will be rejected. Further, the channel partner or the authorized firm shall have to submit from the manufacturer/principal a document stating their support till completion of the guarantee period of the subject job. Necessary Challan copies of supply items of manufacturer/principal in this regard must be produced at the time of delivery at site. The bidder must also satisfy the experience criteria (D).

The bidder should have made average annual turnover of atleast Rs 1.0 (one) crore in last two years. In this regard, latest certificate/audited balance sheet is to be submitted in the technical bid.

**(D) Experience Of Bidder:**

The eligible bidder must have experience in successfully commissioning centrally cooled air-condition system with ducting system atleast 5 (five) of 80-100 or more tonnage capacity in last 8 eight years. Documentary evidence in regards to experience (e.g., copies of Work Order & Work Completion Certificate) issued to the bidder by clients must be submitted along with the technical part of the submitted bid.

**(E) LOCATION of WORK:**

**Jorhat Engineering College newly constructed auditorium building, Jorhat 785009**

**(F) SCOPE OF WORK:**

The work will be divided into three parts:

- (a) Submission of drawing, design, layout plan prior to supply for approval.
- (b) Supply, fitting of duct, piping and temporary structure making etc
- (c) Supply, Installation, Testing & commissioning of main equipments with accessories.

**All equipment, tools & consumables including gas charging for commissioning will be under the scope of successful bidder.**

**Note: The successful Bidder is to furnish to The Principal, Jorhat Engineering College the complete work schedule within 07 (seven) days of issue of LOI/ Order**

**(G) TERMS & CONDITIONS:**

The bidder must adhere to all the under mentioned clauses of this tender document and also, the tender must be submitted as per instructions given in clause **H(3)** below, without which the submitted tender of the bidder may not be considered for evaluation at this end. The bidder must state clearly his acceptance of the clauses of this tender in the **technical bid**. However, in case of deviation of any tender clause by the bidder, the same must be stated clearly in bold in Technical Bid.

**In case the bidder fails to state the deviation(s) clearly in the Performa, it will be presumed that the bidder has accepted all terms and conditions of this tender document. In addition, acceptance/rejection of bidder's deviation(s) shall be at sole discretion of the Undersigned.**

The clauses under the head-'**Terms & Conditions**' are given below:  
Liquidated damage Clause (LD):

**1.Scope of Work of Bidder:**The intending bidder is to carry out design, engineering, supply, erection & commissioning of a centrally cooled air conditioning system with ducting at newly constructed auditorium of Jorhat Engineering College . The design & engineering basis of the system/capacity shall have to be furnished alongwith the Technical Bid.

**2.Scope of JEC authority:**Jorhat Engineering College will provide accommodation & water for the personnel engaged in installation & commissioning work. The power will be provided against payment basis as per electricity tarrif schedule. The auditorium detail drawing will be provided alongwith the bid.

**3.Firm Price:**

The price(s) quoted by the bidder shall be firm on **delivery/work completion at JEC basis** without any variation in any way until completion of the work in full. The bidder must state all the tax & duties, freight, etc., as applicable, clearly in the Price-Bid of the submitted tender.

**4.Terms of Payment:**

(a) Supply Part: 60% payment including all tax and duties shall be made after successful delivery of the materials in full as per Order/LOI at JEC auditorium site and subjected to fulfillment of Performance Bank Guarantee Clause of this tender (Clause-G:6). Remaining 40% payment against supply part shall be made after successful commissioning of the entire work. The supply however is to conform with the BOQ and also as per progress of work. The successful bidder is to submit BOQ with delivery schedule within 20 days from the date of issue of LOI or the order for verification and payment purpose.

(b) Work Part: 100% payment including all taxes and duties shall be made after successful completion/commissioning of the work in full as per Order/LOI and against satisfactory inspection report of the Construction committee. However, PBG clause is to be adhered too.

(c) The bidder shall submit the bill in triplicate for payment.

**5.Guarantee:**

The entire work, i.e., both materials & workmanship, shall be guaranteed for a period as per the manufacturers guide line from the date of successful commissioning in full. Free replacement of damaged material(s) and correction of damages/deteriorations if arises during the guarantee period shall have to be done by the bidder at their own cost. The replacement and rectification work should be done within a reasonable time as determined and directed by the Undersigned.

**6.Work Completion Period:**

The entire work, i.e., both supply of materials and laying, fabrication, erection, testing and commissioning of the entire AC system & other accessories shall be completed within a period of **90 (Ninety) days** from the date of Order/LOI. However, the successful bidder is to furnish drawing details of necessary civil construction activity if any requires for completing the AC work, then same has to be submitted within 07 (seven) days of issue of LOI/order.

**7.Performance test**

The entire Air conditioning system after test commissioning shall have to go through a performance test. Continuous operation at full capacity for 12 (Twelve) hours for 3 consecutive days within the design parameters shall have to carry out before handing over the system. In case of interruption if any for equipment problem for more than 2 hours, then the performance test shall have to be restarted. However, interruption due to power failure shall not be counted for re performance test.

**8.Performance Bank Guarantee:**

On receipt of the formal Order, the successful bidder shall have to furnish a Performance Bank Guarantee for an amount equivalent to 10% of the total order value including statutory tax and duties. The PBG shall be released after expiry of the Guarantee period as mentioned in Clause 'G3' but in no case it is more than one year from the date of commissioning.

However, if the Contractor fails or neglects to perform any of his obligations under the contract/as per work order/tender, then JEC authority shall have the right to forfeit either in full or in part of it at his absolute discretion, the PBG furnished by the Contractor.

**9.Validity of the Offer:**

The Offer shall be valid for a period of 180 (one hundred eighty days) from the date of opening of the technical bid.

**10.Bill of quantity (BOQ)** : The successful bidder is to submit the BOQ covering complete AC system within 20(Twenty) days from the date of issue of order/LOI for approval from JEC authority. The Vendor's name/make of all bought out items shall have to be specified only reputed vendor for bought out items shall be acceptable.

**11. Packing:** The dispatched materials shall be packed suitably by the successful bidder to withstand any rough handling to evade damage during transit.

**12.Mandatory documents:**

The bidder must **submit copies** of the following mentioned documents along with the technical part of the bid without which the submitted tender will not be considered for evaluation at this end:

- a. Signed & sealed copy of Tender Document.
- b. Copy of PAN Card.
- c. Copy of GST Registration Certificate of the bidder's Firm.
- d. Documents related to bidder's eligibility and past experience as per clauses C & D of this document.
- e. Documents related to bidder's Firm: Certificate of registration of the Firm (in case of Solo Proprietor)/ Partnership Deed (in case of LLP)/ Certificate of Incorporation' together with Memorandum / Articles of Association (in case of Company), whichever is applicable.
- f. EMD and Tender paper fee (if downloaded)
- g. Technical literature, Drawing, Design basis etc
- h. Annual maintenance working process
- i. Any other document as sought in this tender document.

**JEC authority will provide complete drawing of the auditorium with the bid document.**

**13.Clarification and Additional Information:**

During submitted bid's evaluation, the authority may request bidder for any clarification on the submitted bid and/or additional documents related to the tender. Bidder shall submit the sought clarifications and/or document(s) within stipulated time as determined by the undersigned. However, seeking clarification and document(s) during bid evaluation shall be on sole discretion of the undersigned.

**14.Tender fee & Earnest Money Deposit (EMD):**

The bidder must submit the requisite TENDER FEE and EMD. Bid received without requisite tender fee and EMD will be rejected.

*TENDER FEE* of Rs.1,000.00 (Rupees One thousand only) must be paid in the shape of Demand Draft in original of any Nationalized Bank/Scheduled Bank of RBI duly pledged in favor of the The Principal, Jorhat **Jorhat Engineering College** if the bid document is downloaded. Otherwise Tender document may be collected from the office of the Principal, Jorhat Engineering College by paying Rs 1000.00.

**EMD (Rs 8000.00)** in the shape of **Demand Draft** in original of any Nationalized Bank/Scheduled Bank of RBI shall be submitted as Earnest Money along with the technical part of the bid, duly pledged in favor of **The Principal, Jorhat Engineering College**. Refund of the Earnest Money of the unsuccessful bidders will be sent directly to the bidders within a reasonable period & without any interest and on submitting written request to the undersigned for EMD release. **The EMD of the successful bidder shall be released, without interest, after submission of PBG (G5).**

**15.Technical Literature & Design:**

The bidder must submit technical literature and catalogue of their offered product along with the technical part of the bid. The technical literature/manual must contain detailed technical specifications and description of the offered product(s).

**16. Test Certificate:**

Manufacturer's Test Certificate of equipments must be submitted by the bidder along with the materials.

**17. Supervision & Inspection:**

The Work shall be supervised by a technical committee constituted by the college authority and the bidder's site in charge shall have to co operate with the committee as and when necessary. Payment will be made on the basis of the verification/inspection report of the Technical committee.

**18. OWNER'S RIGHT TO ACCEPT OR REJECT A BID:**

The undersigned reserves the right to accept a bid other than the lowest and to accept or reject any bid in whole or part, or to reject all bids with or without notice or reasons. Such decisions by the undersigned shall bear no liability whatsoever consequence upon such decisions.

**19. Award of Supply:**

a) The bidder whose bid is accepted by the committee shall be issued formal Order/LOI prior to expiry of bid validity. Bidder shall confirm acceptance by returning a signed copy of the Order within 07 (seven) days from the date of receipt of formal Work order/LOI.

b) JEC authority shall not be obliged to furnish any information / clarification / explanation to the unsuccessful bidders as regards of non-acceptance of their bids. Except for refund of EMD (without interest) to unsuccessful bidder, JEC authority shall correspond only with the successful bidder.

**20. Annual Maintenance Contract**

The bidder shall have to quote Annual Maintenance cost on yearly basis for three years separately in the price bid. The details of AMC process is to be submitted in the technical part of the bid.

**21. Force Majeure:**

The terms and conditions mutually agreed upon with respect to this agreement shall be subject to Force Majeure. Neither the Contractor nor JEC authority shall be considered to be in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interfered with by reasons of War, Hostilities, Revolution, Civil Commotion, Strike, Epidemic, Accident, Fire, Cyclone, Wind, Flood, Earthquake, Regulation or Ordinance or Requirement of any Government or any Sub-Division thereof, or Authority or Representative of any such Government and / or due to Technical Snag/Reasons, or any other Act whatsoever, whether similar or dissimilar to those enumerated, beyond reasonable control of the parties hereto, or because of any Act of God. The party so affected, upon giving prompt notice to the other party, shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists, provided that the party so affected shall use its best efforts to avoid or remove such causes of non-performance, if possible, and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of **Force-Majeure lasting continuously for a period of three months**, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

**22. Arbitration Clause:**

All disputes or differences whatever so arising between the parties out of or relating to this Order shall be settled by. The venue of arbitration shall be at Jorhat.

**23. Jurisdiction:**

Subject to arbitration clause, all questions, disputes of differences arising under out of or in connection with the contract shall be subject the exclusive jurisdiction of Courts of Jorhat.

**24. Liquidated Damage Clause(LD):** If the successful bidder will fail to complete the work as per the stipulated time period, then Liquidated damage @ 1% in every 5(five) days shall be applied. However, in no case liquidated damage shall exceed more than 10%.

**(H) GENERAL INSTRUCTIONS TO BIDDER:**

1. The bid document can be purchased from the office of the Principal, Jorhat Engineering College. Also, the tender document can be downloaded from **www.jecassam.ac.in**. In such case, the tender fee has to be submitted along with the Technical Bid in the shape of Demand Draft duly pledged in favour of **The Principal, Jorhat Engineering College**.

2. The bid shall be completed in two bid system as directed below:

Technical & un-priced commercial part – Technical bid.

Priced commercial part – Price bid.

**(a) Technical and Un-priced Part – Technical Bid:**

This part shall contain technical and commercial (Un-priced) bid including the following mentioned documents:

- Signed and sealed copy of Tender document and **Demand Drafts for Earnest Money & Tender Fee** (if down loaded).
- Technical and Commercial part (not price part) of bidder's Offer.
- All requisite documents as per Clause 'G' of this tender document.
- Any other relevant document as required for this tender.
- **Note: No part offer of the tender shall be accepted.**
- **Techno-commercial bid disclosing price shall be summarily rejected.**

**(b) Priced Part – Price Bid:**

Priced part shall contain "Offered Price" duly filled shall be **submitted**. Priced part shall have to include all statutory tax and duties, Freight & Insurance, etc. as per Clause **G1** of this tender document. **Also, price break up of the Material part and Work part to be separately indicated in the price bid for evaluation as well as for payment.** No stipulation, deviation, terms and conditions, presumption, etc shall be stated in priced part of bid. The annual maintenance part is to be shown separately. **In addition, price quoted by the bidder must be in INR.**

**Note: No part offer of the tender shall be accepted.**

**3. Submission of Bid:**

Technical Un-priced part and Priced part must be submitted in separate sealed envelope. **The Technical un priced bid and the Price bid are to be put in two separate envelope and to be sealed.** For identification purpose, both the envelop to be marked by writing clearly as '**Technical un priced bid**' and '**Price bid**' on the cover of both the envelop along with Tender name and Tender no. Both the sealed envelope is then to be put in a single cover envelop and to be sealed. The outer cover should duly bear the Tender number, date & time of opening of the bid along with the address of the office. The bid may be submitted directly in the tender box or may also be sent by post but tender must reach before the date and time mentioned in the tender notice. The cover sealed envelope to be addressed to:

The Principal  
Jorhat Engineering College  
P.O.Jorhat Engineering College,  
Garmur, Jorhat-785007

**4. Date and Time of Submission:**

Bid must be submitted by the due date and time mentioned in the Notice Inviting Tender or any extension thereof as duly notified in writing by JEC authority.

**5. Pre-Bid Discussion:**

During pre bid discussion, Techno-commercial discretions with bidder shall be arranged. If needed, bidder shall depute authorized representative(s) for attending the discussion. The representative(s) attending the discussions shall produce authorization from the organization to attend the discussions and sign the minutes on behalf of the organization. The authorized representative(s) must be competent and empowered to settle all technical and commercial issues. **Pre-bid discussion shall be held at Office of the Principal, Jorhat Engineering College, Garmur, Jorhat 785007.**

**Note: Bidder may visit JEC site, on working days only, to obtain precise/additional information (if required) regarding the measurements and other site conditions before submission of tender. The maximum no. of personnel against a firm participating in the pre-bid discussion is 02 (two). The minutes of pre-bid meeting shall be recorded and shall be an obligation to all the bidders participating in the tender.**

**6. BID Opening:**

**a) Opening of Techno-commercial & Un-priced Part of Bid:**

- i) On the date and time mentioned in 'Notice Inviting Tender', the Technical and Un-priced Commercial Part will be opened in the office of the Principal, Jorhat Engineering College.
- ii) In the event the specified date of bid opening is declared a holiday for Govt., the bid shall be opened on the next working day at the specified time and location.
- iii) **Bid with required Tender Fee & EMD shall be taken up for detailed evaluation.**

**b) Opening of Priced part of the Bid:**

Price Part of submitted tender will be opened only of those bidders whose bids are considered **Techno-commercially acceptable**. The date of price bid opening will be intimated to all eligible bidder within shortest possible time.

**7. BID Evaluation Criteria:**

a) Techno-commercial Part:

i) The Techno-commercial Part of bid shall be evaluated as per clauses stipulated in this tender.

The bid must be accompanied with EMD as specified in the tender.

iii) Bidders must ensure that complete bid along with all details as sought are submitted as per requirements of this tender document.

b) Price Part:

The quoted price inclusive of all components as referred in clause-G (1) shall be considered during price bid evaluation. The bidder must clearly specify all tax & duties levied in the absence of which the same shall be at bidder's scope.

**8. Consignee:**

The Principal  
Jorhat Engineering College  
P.O. Garmur  
Jorhat 785007

**The undersigned reserves the right to accept or reject any or all of the bids without assigning any reason thereof. He is not bound to accept the lowest rate also.**



**Principal  
Jorhat Engineering College,  
Jorhat-7**

**PRINCIPAL  
Jorhat Engineering College  
Jorhat-7 (Assam)**