

REQUEST FOR PROPOSAL (RFP)

(ARMY INSTITUTE OF TECHNOLOGY (AIT), PUNE)

**Invitation of Bids for Procurement and fixing of VRF Cassette AC System in New
FE Computer Lab in ASGE Dept in AIT**

Request for Proposal (RFP) No 128/2023-24 dated 26 Oct 2023

1. Bids in sealed cover are invited for supply of services listed in Part III of this RFP. Please superscribe the above mentioned Title, RFP number of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below –

- (a) Bids/queries to be addressed to : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
- (b) Postal address for sending the Bids : Project Office, Army Institute of Technology, Dighi, Alandi Road Pune – 411015.
- (c) Name/designation of the contact personnel : Prof Rushikesh H Patil (Project Officer)
- (d) Telephone numbers of the contact personnel : 7249250184/ 7249250185 Extn 2106
- (e) e-mail id of contact personnel : project@aitpune.edu.in

3. This RFP is divided into five Parts as follows:

(a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.

(b) **Part II** – Contains essential details of the services/services required, such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.

(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the AIT reserves the right to change or vary any part thereof at any stage. AIT also reserves the right to withdraw the RFP, should it become necessary at any stage.

PART I - GENERAL INSTRUCTION

5. Last date and time for depositing the Bids: Last date and time for depositing the Bids is **16 Nov 2023**. The sealed Bids (both technical and Commercial, in case two bids are called for) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

6. Manner of depositing the Bids: Sealed Bids should be either dropped in the Tender Box marked as TENDER BOX or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

7. Time and date for opening of Bids: Intimated by AIT on mail and call. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by AIT.

8. Location of the Tender Box: Tender Box is placed at Reception Counter of AIT. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

9. Place of opening of the Bids: **Conference Hall, AIT**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

10. Two-Bid system: Only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the AIT.

11. Forwarding of Bids – Bids should be forwarded by Bidders under their original memo / letter pad inter alia furnishing details like PAN number, GST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

12. Pre-Bid Meeting – Pre-Bid Meeting will be scheduled as required.

13. Modification and Withdrawal of Bids: A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the AIT prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and

expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

14. Clarification regarding contents of the Bids: During evaluation and comparison of bids, the AIT may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

15. Rejection of Bids: Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

16. Unwillingness to quote: Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of services as mentioned in this RFP.

17. Validity of Bids: The Bids should remain valid till three months from the last date of submission of the Bids.

18. Tender Fee:- Bidders are required to submit Tender Fee for amount of Cost of Tender 500/- along with their bids. The Tender Fee may be submitted in the form of an Account Payee Demand Draft in favour of Army Institute of Technology.

19. Earnest Money Deposit:- Bidders are required to submit Rs – 10,000/- (Ten Thousands only) as Earnest Money Deposit (EMD) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft in favor of Army Institute of Technology. EMD is to remain valid for a period of Sixty days beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The Bid Security of the successful bidder would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. The EMD will be forfeited if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the validity period of their tender. EMD is expected for firms producing MSME, Udyam Adhar or equivalent Govt certificates.

Part II – Essential Details of Services/Services required

20. Schedule of Requirements – List of services / services required is as follows: -

'Procurement of fixing of VRF Cassette AC System in New FE Computer Lab in ASGE
Dept in AIT'

21. Technical Details:

Sr No	Description	Qty	Units	Compliance Yes/No
A	HIGHSIDE EQUIPMENTS - VRF SYSTEM - LG MAKE or equivalent			
	Supply of indoor units, compact cooling coil, electronic expansion valve and multispeed fan motor.			
1	4 -Way Cassette Indoor Units			

a	3.0 TR	6	Nos.	
2	Supply of VRF other accessories as per following			
a	Wireless Remote Controller Kit (4-Way Cassette)	5	Nos.	
3	Refrigerant piping joints for VRF system			
b	Y-Joint	5	Nos.	
4	VRF Outdoor units			
	Supplying of (Cooling only) air conditioning system, outdoor unit(ODU) complying type-IV OEM standards working on HFC free refrigerant R410A with inverter based VRF (Cooling only) technology microprocessor based control compressor			
a	22 HP	1	Nos.	
B LOW SIDE INSTALLATION				
	VRF (Cooling only) INDOOR UNIT - LG MAKE or equivalent			
	Installation of indoor units			
1	4 -Way Cassette Indoor Units			
a	3.0 TR	6	Nos.	
2	Pressure testing, Gas charging and commissioning of VRF system			
a	20HP	1	Nos.	
3	Frame Work			
	Fabrication and installation of MS base frame for outdoor units complete with epoxy painting, vibration isolation pads, supports, hangers, brackets etc.			
b	20HP	1	Nos.	
4	Supply & Installation of Copper Soft / Hard drawn refrigerant piping with all fittings for Suction and Liquid line insulated with 19mm & 13 mm respectively thick class "O" closed cell nitrile rubber insulation.	40	Rmt.	
5	Supply Installation & Testing of Control Cabling from indoor to outdoor unit.			
a	2 C x 1.5Sqmm	75	Rmt.	
6	Supply, Installation & Testing of power cabling from Indoor unit to supply point with Flexible copper cable			
a	3 C x 1.5Sqmm	15	Rmt.	
7	Supply, Installation & Testing of Insulated Hard PVC drain Piping with 9 mm Tubular Insulation with supporting clamps.			
b	32mm Dia	15	Rmt.	
c	40mm Dia	25	Rmt.	
8	Lifting, Shifting of indoor & outdoor units	1	Lot	

22. Two-Bid System - Bidders are required to furnish clause by clause compliance of specifications bringing out clearly the deviations from specification, if any. The Bidders

are advised to submit the compliance statement in the following format along with Technical Bid.

Para of RFP specifications service-wise	Specification of service offered	Compliance to RFP specification – whether Yes / No	In case of noncompliance, deviation from RFP to be specified in unambiguous terms
21			

23. Delivery/Commissioning Period – Delivery/Commissioning period for services would be as per following from the effective date of contract. Please note that Contract can be cancelled unilaterally by the AIT in case services not received within the contracted period. Extension of contracted delivery period will be at the sole discretion of the AIT, with applicability of LD clause.

(a) Delivery/Commissioning Schedule

Service to be delivered/commissioned within 20 days of receipt of Work Order.

24. Consignee Details.

Project Officer - Army Institute of Technology,
Dighi, Alandi Road
Pune – 411 015
Tele : 7249250184/ 7249250185 Extn 2106
Email: project@aitpune.edu.in

Part III – Standard Conditions of RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the AIT. Failure to do so may result in rejection of the Bid submitted by the Bidder.

25. Law: The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.

26. Effective Date of the Contract: The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.

27. Arbitration: All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. In all these matters the decision of the Director, AIT shall be final and binding. Legal case to be filed in Pune Jurisdiction only.

28. Non-disclosure of Contract documents: Except with the written consent of the AIT/ Service provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

29. Termination of Contract: The AIT shall have the right to terminate this Contract in part or full in any of the following cases :
- (a) The delivery of the service is delayed for causes not attributable to Force Majeure for more than (04 weeks) after the scheduled date of delivery.
 - (b) The Service provider is declared bankrupt or becomes insolvent.
 - (c) The delivery of service is delayed due to causes of Force Majeure by more than (04 Weeks) provided Force Majeure clause is included in contract.
 - (d) The AIT has noticed that the Service provider has utilised the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.
 - (e) As per decision of the Arbitration Tribunal.
 - (f) AIT and Service provider can terminate the contract by giving one month notice without any reason.
30. Transfer and Sub-letting: The Service provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.
31. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.
32. Taxes and Duties
- (a) General
 - (i) Bidder must specify duties and taxes as applicable in his bid. Not mentioning the same will be considered an invalid bid.
 - (ii) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.
 - (iii) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.
 - (iv) If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by him up to the limit of exemption which he may have. If any concession is available in regard to rate/quantum of any Duty/tax, it should be brought out clearly. Stipulations like, the said duty/tax was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that such duty/tax will not be charged by him even if the same becomes applicable later on. In respect of the Bidders, who fail to comply with this requirement, their quoted prices shall be loaded with the quantum of such duty/tax which is normally applicable on the service in question for the purpose of comparing their prices with other Bidders.
 - (v) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case

of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the AIT by the Service provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service provider.

Part IV – Special Conditions of RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Service provider in the Contract) as selected by the AIT. Failure to do so may result in rejection of Bid submitted by the Bidder.

33. Performance Guarantee: - The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 5% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty.

34. Option Clause: The contract will have an Option Clause, wherein the AIT can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the AIT to exercise this option or not.

35. Payment Terms for Service providers –

(a) Payments will be made after completion of work and recommendations of Board of Officers appointed by AIT.

36. Force Majeure clause.

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of service under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the service received.

Part V – Evaluation Criteria & Price Bid issues

37. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the AIT with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 54 below. The consideration of taxes and duties in evaluation process will be as follows:

- i. In cases where only indigenous Bidders are competing, all taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the AIT would be the deciding factor for ranking of Bids.
- ii. In cases where both foreign and indigenous Bidders are competing, following criteria would be followed –

(aa) The Bidders are required to spell out the rates of GST, Customs duty etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices. If reimbursement of GST/Customs duty is intended as extra, over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duties will be entailed after the opening of tenders. If a Bidder chooses to quote a price inclusive of any duty and does not confirm inclusive of such duty so included is firm and final, he should clearly indicate the rate of such duty and quantum of excise duty included in the price. Failure to do so may result in ignoring of such offers summarily. If a Bidder is exempted from payment of Customs duty / Excise Duty / VAT duty upto any value of supplies from them, they should clearly state that no excise duty will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of Customs duty / Excise Duty / VAT, it should be brought out clearly. Stipulations like, excise duty was presently not applicable but the same will be charged if it becomes leviable later on, will not be accepted unless in such cases it is clearly stated by a Bidder that excise duty will not be charged by him even if the same becomes applicable later on. In respect of the Bidders who fail to comply with this

requirement, their quoted prices shall be loaded with the quantum of excise duty which is normally applicable on the service in question for the purpose of comparing their prices with other Bidders. The same logic applies to Customs duty and VAT also.

(ab) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.

(ac) The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the AIT. The AIT will have the right to award contracts to different Bidders for being lowest in particular services. The AIT also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(ad) Any other criteria as applicable to suit a particular case.

38. Price Bid Format: Bid should contains the following –

(a) Basic cost of the Services:

Sr. No	Services
A	Procurement of fixing of VRF Cassette AC System in New FE Computer Lab in ASGE Dept in AIT (Please provide breakdown as per para 21)
Total of Basic Cost	
GST (%)	
Total Cost (All Incl)	
Total Cost (All Incl) in Words	

Note –

Determination of L1 vendor will be done based on Grand Total Cost (Incl of All).

AIT/0810/128/2023-24/Proj

Dated : 26 Oct 2023

xxx signed xxx
 (MK Prasad)
 Col
 Jt Director
 For Director