



**Kerala
Tenders**

eTendering System Government of Kerala

Tender Details

Date : 07-Nov-2024 01:26 PM

Print

Basic Details

Organisation Chain	ANERT		
Tender Reference Number	ANERT-ADM/218/2018-OA2(HRM)		
Tender ID	2024_ANERT_692866_2	Withdrawal Allowed	Yes
Tender Type	Open Tender	Form of contract	EPC Contract
Tender Category	Works	No. of Covers	2
General Technical Evaluation Allowed	No	ItemWise Technical Evaluation Allowed	No
Payment Mode	Online	Is Multi Currency Allowed For BOQ	No
Is Multi Currency Allowed For Fee	No	Allow Two Stage Bidding	No

Payment Instruments

Online Bankers	S.No	Bank Name
	1	SBI MOPS

Cover Details, No. Of Covers - 2

Cover No	Cover	Document Type	Description
1	Fee/PreQual/Technical	.pdf	Technical Bid
2	Finance	.xls	Financial Bid
		.pdf	Financial Bid in Letter Head

Tender Fee Details, [Total Fee in ₹ * - 590]

Tender Fee in ₹	590		
Fee Payable To	Nil	Fee Payable At	Nil
Tender Fee Exemption Allowed	Yes		

EMD Fee Details

EMD Amount in ₹	5,000	EMD Exemption Allowed	Yes
EMD Fee Type	fixed	EMD Percentage	NA
EMD Payable To	Nil	EMD Payable At	Nil

Work /Item(s)

Title	Retender for the Supply, installation, testing and Commissioning of VRV-VRF Air-conditioning System at ANERT HQ,, Thiruvananthapuram				
Work Description	Retender for the Supply, installation, testing and Commissioning of VRV-VRF Air-conditioning System at ANERT HQ,, Thiruvananthapuram				
Pre Qualification Details	Please refer Tender documents.				
Independent External Monitor/Remarks	NA				
Tender Value in ₹	NA	Product Category	Electrical Works	Sub category	NA
Contract Type	Tender	Bid Validity(Days)	60	Period Of Work(Days)	30
Location	ANERT HQ,, Thiruvananthapuram	Pincode	695033	Pre Bid Meeting Place	NA
Pre Bid Meeting Address	NA	Pre Bid Meeting Date	NA	Bid Opening Place	Online
Should Allow NDA Tender	No	Allow Preferential Bidder	No		

Critical Dates

Publish Date	01-Nov-2024 02:00 PM	Bid Opening Date	11-Nov-2024 03:30 PM
Document Download / Sale Start Date	01-Nov-2024 02:00 PM	Document Download / Sale End Date	11-Nov-2024 03:00 PM
Clarification Start Date	NA	Clarification End Date	NA
Bid Submission Start Date	01-Nov-2024 02:00 PM	Bid Submission End Date	11-Nov-2024 03:00 PM

Tender Documents

NIT Document	S.No	Document Name	Description	Document Size (in KB)
	1	Tendernotice_1.pdf		NIT and Abstract

Work Item Documents	S.No	Document Type	Document Name	Description	Document Size (in KB)
	1	Tender Documents	ReTDAC.pdf		Tender Document
2	BOQ	BOQ_1096121.xls		Financial Bid	282.00

Tender Inviting Authority

Name	CEO ANERT
Address	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033



**AGENCY FOR NEW & RENEWABLE ENERGY
RESEARCH AND TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala
Thiruvananthapuram, Kerala – 695 033;
www.anert.gov.in , projects@anert.in

E-TENDER DOCUMENT

*Retender for the Supply, installation, testing and
Commissioning of VRV/ VRF Air-conditioning System at
ANERT HQ,, Thiruvananthapuram*

Ref. No.: ANERT-ADM/218/2018-OA2(HRM)

PART – 1: GENERAL CONDITIONS

Date of Publishing of Bids : - 01/11/2024

Last Date of Submission of Bids : - 11/11/2024

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E-TENDER NOTICE

Competitive e-tenders in two cover system with Earnest Money Deposit (EMD) and Price Bid in accordance with the ANERT approved technical specifications are invited from reputed Manufacturers/System Integrators with relevant experience for the ***Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ,, Thiruvananthapuram.*** The e-tender documents can be downloaded from the e-tendering website of Govt. of Kerala. Tender form will not be available in any other form.

Thiruvananthapuram

01/11/2024

Sd/-

CEO

TENDER ABSTRACT

Ref. No.	ANERT-ADM/218/2018-OA2(HRM)
Name of Work	Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ, Thiruvananthapuram
Last date of submission of Tender	11/11/2024 @ 3.00 PM
Date and Time of opening the Tender	11/11/2024 @ 3.30 PM
Cost of Tender form	Rs. 590/- incl GST
EMD	Rs. 5,000/-
Warranty period	5 years from the date of Commissioning the system.
Availability of Tender Forms	Website http://www.etenders.kerala.gov.in
Place of opening of tender	Office of CEO, ANERT Law College Road, Vikas Bhavan. PO, Thiruvananthapuram - 695 033, Kerala

Thiruvananthapuram

01/11/2024

Sd/-
CEO

GENERAL TERMS AND CONDITIONS FOR E-PROCUREMENT

This e-Tender is being published for the Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ, Thiruvananthapuram. The tender is invited in two cover system through e-procurement portal of Government of Kerala (www.etenders.kerala.gov.in). Prospective bidders willing to participate in this tender shall necessarily register themselves with above mentioned e-procurement portal.

The tender timeline is available in the critical date section of this tender published in www.etenders.kerala.gov.in

1. ONLINE BIDDER REGISTRATION PROCESS:

- 1.1 Bidders should have a Class III or above Digital Signature Certificate (DSC) to be procured from any Registration Authorities (RA) under the Certifying Agency of India. Details of RAs will be available on www.cca.gov.in. Once, the DSC is obtained, bidders have to register on www.etenders.kerala.gov.in website for participating in this tender. Website registration is a one-time process without any registration fees. However, bidders have to procure DSC at their own cost.
- 1.2 Bidders may contact e-Procurement support desk of Kerala State IT Mission over telephone at 0471- 2577088, 2577188, 2577388 or 0484 – 2336006, 2332262 - through email: helpetender@gmail.com/etendershelp@kerala.gov.in for assistance in this regard

2. ONLINE TENDER PROCESS:

The tender process shall consist of the following stages:

- i. Downloading of tender document: Tender document will be available for free download on www.etenders.kerala.gov.in. However, tender document fees shall be payable at the time of bid submission as stipulated in this tender document.
- ii. Pre-bid meeting: (not applicable)
- iii. Publishing of Corrigendum: All corrigenda shall be published on www.etenders.kerala.gov.in and shall not be available elsewhere.

- iv. Bid submission: Bidders have to submit their bids along with supporting documents to support their eligibility, as required in this tender document on www.etenders.kerala.gov.in. No manual submission of bid is allowed and manual bids shall not be accepted under any circumstances.
- v. In case bidder encounters any technical issues pertaining to e-Procurement system while acting on the tender, computer screen shot of the error message with date & time stamp on the web-browser along with the query shall be e-mailed by the bidder to the help desk (**helpetender@gmail.com/etendershelp@kerala.gov.in**), for resolution of the problem. At the same time, problem must be intimated to the concerned Tender Inviting Authority via email.
- vi. The time taken to ascertain, evaluate and suggest a solution for the problem reported by bidder may vary from case to case. Hence bidders are advised to submit the bid **at least 2 working days before the due date** and time of bid submission to avoid any last-minute issues that may come up.
- vii. Opening of Bid and Bidder short-listing: The single cover bids will be opened, evaluated and shortlisted as per the eligibility. Failure to submit the required documents online will attract disqualification. Price bids of the eligible bidder's will open the same day of opening and the work will be awarded.

3. DOCUMENTS COMPRISING BID:

3.1 (a) The First Stage - Part-I Pre- Qualification cum Technical Bid with Commercial terms without Price Bid

Technical proposal shall contain the scanned copies of the following documents which every bidder has to upload:

Envelop -1 shall contain, Part-I (this document in PDF form)/scanned copies of:

- i. Tender documents downloaded (signed with office seal)
- ii. Summary of Bid qualification requirement (Annexure A)
- iii. Agreement in the prescribed format (Annexure B) on Govt. of Kerala stamp paper worth Rs.200/-
- iv. Copy of Registration Certificate of the bidder firm
- v. Copy of GST Certificate

- vi. Copy of PAN card
- vii. The annual turnover of the bidder for any of the three years from 2020-21 to 2022-23 should be Rs.50 lakh minimum during each year. Documents to prove this eligibility criterion in the form of a certificate from a registered Chartered Accountant to be provided.
- viii. Copy of the work orders and certification from the purchase regarding execution of the order, to prove the experience in executing similar orders, as specified
- ix. Details of the technical offer, including test certificates issued in the name of the bidder
- x. Declaration by the bidder (format as in Annexure – C)
- xi. Declaration of relationship with ANERT employee (format as in Annexure - D)

3.1 (b) **The Second Stage (Financial Cover as per two cover system):**

Envelop -2: shall contain the Price Schedule as per BOQ in Excel format for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

- 3.2 The department doesn't take any responsibility for any technical snag or failure that has taken place during document upload.
- 3.3 The Bidder shall complete the Price bid as per format given for download along with this tender.

Note: The blank price bid should be downloaded and saved on bidder's computer without changing file-name otherwise price bid will not get uploaded. The bidder should fill in the details in the same file and upload the same back to the website.

- 3.4 Fixed price: Prices quoted by the Bidder shall be fixed during the bidder's performance of the contract and not subject to variation on any account. A bid submitted with an adjustable/ variable price quotation will be treated as non-responsive and rejected.

4. TENDER DOCUMENT FEES AND EARNEST MONEY DEPOSIT (EMD)

- 4.1 The Bidder shall pay, a tender document fee of Rs. 590/- and Earnest Money Deposit or Bid Security of Rs. 5,000/-. The Bid security is required to protect

the purchaser against risk of Bidder's conduct, which would warrant the forfeiture of security.

4.2 Bidders who are registered as or under MSME / MSE / NSIC / Udyog Aadhar OR Central/State PSE are exempted from paying EMD and Tender Fee.

4.3 Online Payment modes: The tender document fees can be paid in through e-Payment facility provided by the e-Procurement system. Bidders can make payment only via Internet banking facility

State Bank of India Multi Option Payment System (SBI MOPS Gateway): Bidders are required to avail Internet Banking Facility in any of below banks for making tender remittances in eProcurement System.

A) Internet Banking Options (Retail)			
1	Allahabad Bank	32	Kotak Mahindra Bank
2	Axis Bank	33	Lakshmi Vilas Bank
3	Andhra Bank	34	Mehsana Urban Co-op Bank
4	Bandan Bank	35	NKGSB Co-operative Bank
5	Bank of Bahrain and Kuwait	36	Oriental Bank of Commerce
6	Bank of Baroda	37	Punjab and Maharashtra Cooperative Bank
7	Bank of India	38	Punjab National Bank
8	Bank of Maharashtra	39	Punjab and Sind Bank
9	Bassein Catholic Co-operative Bank	40	RBL Bank
10	BNP Paribas	41	Saraswat Cooperative Bank
11	Canara Bank	42	ShamraoVithal Cooperative Bank
12	Catholic Syrian Bank	43	South Indian Bank
13	Central Bank of India	44	Standard Chartered Bank
14	City Union Bank	45	State Bank of India
15	Corporation Bank	46	Syndicate Bank
16	Cosmos Bank	47	Tamilnad Mercantile Bank
17	DCB Bank	48	Tamilnadu Cooperative Bank
18	Dena Bank	49	The Kalyan Janata Sahakari Bank
19	Deutsche Bank	50	TJSB Bank
20	Dhanalaxmi Bank	51	UCO Bank
21	Federal Bank	52	Union Bank of India
22	HDFC Bank	53	United Bank of India
23	ICICI Bank	54	Vijaya Bank
24	IDBI Bank	55	YES Bank
25	Indian Bank		

26	Indian Overseas Bank		
27	IndusInd Bank		
28	Jammu & Kashmir Bank		
29	Janata Sahakari Bank		
30	Karnataka Bank		
31	Karur Vysya Bank		
B) Internet Banking Options (Corporate)			
1	Bank of Baroda	21	Laxmi Vilas Bank
2	Bank of India	22	Oriental Bank of Commerce
3	Bank of Maharashtra	23	Punjab & Maharashtra Coop Bank
4	BNP Paribas	24	Punjab & Sind Bank
5	Canara Bank	25	Punjab National Bank
6	Catholic Syrian Bank	26	RBL Bank
7	City Union Bank	27	ShamraoVithal Co-operative Bank
8	Corporation Bank	28	South Indian Bank
9	Cosmos Bank	29	State Bank of India
10	Deutsche Bank	30	Syndicate Bank
11	Development Credit Bank	31	UCO Bank
12	Dhanalaxmi Bank	32	Union Bank of India
13	Federal Bank	33	UPPCL
14	HDFC Bank	34	Vijaya Bank
15	ICICI Bank	35	Axis Bank
16	Indian Overseas Bank		
17	Janta Sahakari Bank		
18	Jammu & Kashmir Bank		
19	Karur Vysya Bank		
20	Kotak Bank		

During the online bid submission process, bidder shall select **SBI MOPS** option and submit the page, to view the **Terms and Conditions** page. On further submitting the same, the e-Procurement system will re-direct the bidder to MOPS Gateway, where two options namely **SBI** and **Other Banks*** will be shown. Here, Bidder may proceed as per below:

- a) **SBI Account Holders** shall click **SBI** option to with its Net Banking Facility., where bidder can enter their internet banking credentials and transfer the Tender Fee and EMD amount.
- b) **Other Bank Account Holders** may click **Other Banks** option to view the bank selection page. Here, bidders can select from any of the 54 Banks to proceed with its Net Banking Facility, for remitting tender payments.

**Transaction Charges for Other Banks vide SBI Letter No. LHO/TVM/AC/2016-17/47 – 1% of transaction value subject to a minimum of Rs. 50/- and maximum of Rs. 150/-*
** Bidders who are using Other Banks option under SBI MOPS Payment Gateway, are advised by SBI to make online payment 72 hours in advance before tender closing time.*

5. SUBMISSION PROCESS:

- 5.1 For submission of bids, all interested bidders have to register online as explained above in this document. After registration, bidders shall submit their Technical bid and Financial bid online on www.etenders.kerala.gov.in along with online payment of tender document fees and EMD.
- 5.2 For page-by-page instructions on bid submission process, please visit www.etenders.kerala.gov.in and click “Bidders Manual Kit” link on the home page.
- 5.3 It is necessary to click on “Freeze bid” link/ icon to complete the process of bid submission otherwise the bid will not get submitted online and the same shall not be available for viewing/ opening during bid opening process.

6. VALIDITY

- 6.1 The tender offer shall be kept valid for acceptance for a period of 6 months from the date of opening of offers. The offers with lower validity period are liable for rejection. Further, the tenderer may extend the validity of the Bids without altering the substance and prices of their Bid for further periods, if so required

7. DEVIATIONS

- 7.1 The offers of the Tenderers with Deviations in Commercial terms and Technical Terms of the Tender Document are liable for rejection.

8. BLACK LIST

- 8.1 All the intending tenderers shall agree that in the event of the documents furnished with the offer being found to be bogus or the documents contain false particulars, they shall be blacklisted for future tenders/ association with ANERT and EMD shall be forfeited against any losses incurred by ANERT.

9. BIDDER'S LOCATION

- 9.1 The tenderers are requested to furnish the exact location of their factories/godown with detailed postal address and pin code, telephone and fax nos. etc. in their tenders to arrange inspection by ANERT, if considered necessary.
- 9.2 All communication shall be made to the registered email of the bidder in the e-tendering systems and ANERT shall not be responsible for non-receipt or delay of any such communication.

10. CORRUPT AND FRAUDULENT PRACTICES

ANERT requires compliance with its policy in regard to corrupt and fraudulent/prohibited practices as set forth in this proposal. In further pursuance of this policy, the selected service Provider(s) shall permit ANERT or its representatives to inspect the accounts, records and other documents relating to the submission of the Proposal and execution of the contract, in case of award, and to have the records inspected by ANERT.

11. CONFLICT OF INTEREST

- i. The service Provider(s) is required to provide professional, objective, and impartial services, at all times holding ANERT's interests paramount, strictly avoiding conflicts with other assignments or its own corporate interests, and acting without any consideration for future work. The supplier has an obligation to disclose to ANERT any situation of actual or potential conflict that impacts its capacity to serve the best interest of ANERT. Failure to disclose such situations may lead to the disqualification of the supplier or the termination of its Contract and/or sanctions by the Government.
- ii. Relationship with the ANERT staff: a service Provider (including its subsidiaries /partners) that has a close business or family relationship with a professional staff of the ANERT who are directly or indirectly involved in any part of the preparation of the Terms of Reference for the assignment, the selection process for the Contract, or the supervision of the Contract, may not be awarded a Contract, unless the conflict stemming from this relationship has been resolved in a manner acceptable

to ANERT throughout the selection process and the execution of the Contract. Any other types of conflicting relationships as indicated in the TENDER

12. CONFIDENTIALITY

- i. From the time the Proposals are opened to the time the Contract is awarded, the agency (ies) should not contact any of the officials of ANERT on any matter related to its Technical and/or Financial Proposal. Information relating to the evaluation of Proposals and award recommendations shall not be disclosed to the agency (ies) who submitted the Proposals or to any other party not officially concerned with the process, until the publication of the Contract award information.
- ii. Any attempt by the agency (ies) or anyone on behalf of the Suppliers to influence improperly ANERT in the evaluation of the Proposals or Contract award decisions may result in the rejection of its Proposal and may be subject to the application of prevailing Government sanctions procedures.
- iii. Notwithstanding the above provisions, from the time of the Proposals" opening to the time of Contract award publication, if a agency (ies) intends to contact ANERT on any matter related to the selection process, it should do so only in writing.
- iv. The Bids should be submitted only through the e-tender portal www.etenders.kerala.gov.in. Agency (ies) shall upload all the necessary documents in the e tender portal before the last date & time for online submission. Proposal received after the submission deadline will be treated as non-responsive and will be excluded from further evaluation process.
- v. Proposals must be direct, concise, and complete. ANERT will evaluate bidder's proposal based on its clarity and the directness of its response to the requirements of the project as outlined in this tender document. Bidders shall furnish the required information on their technical and financial proposals in the enclosed formats only. Any deviations in format or if the proper information is not provided properly, the tender will be liable for rejection. Tender Evaluation committee may seek clarification, if required, while evaluating the proposal.
- vi. The technical bid opening date, time and the address are as stated in the tender document. The Financial Proposal shall remain securely stored online till the technical evaluation is completed and the results intimated to all successful bidders

13. APPLICABLE LAW

The work order shall be governed by the laws and procedures established by Government of Kerala, within the frame work of applicable legislation and enactment made from time to time concerning such commercial dealings. Any default in the terms and conditions of the document by the service provider will lead to rejection of work order.

14. AMENDMENT OF TENDER DOCUMENT

At any time prior to the deadline for submission of the tender, ANERT may for any reason, modify the tender document. The amendment document/ corrigendum shall be notified through the website www.etenders.kerala.gov.in and such amendments shall be binding on all the bidders.

15. COMMENCEMENT OF WORKS

The successful bidder should sign the contract agreement within 7 days of issue of work order. The successful bidder should start the services as defined in the scope of work within 15 days of Issue of work order.

16. GOVERNMENT OF KERALA – CORRUPT AND FRAUDULENT PRACTICES

ANERT follows the policy of the Government of Kerala for anti-corruption and fraudulent practices to maintain sound procurement principles of open competition, economy and efficiency, transparency, and fairness. ANERT requires the agency (ies) to observe the following Government manuals (amended from time-to-time) during the selection process and in execution of such contracts The Kerala Financial Code (KFC), 2008 (7th Edition, 1st Edition was in 1963), The Stores Purchase Manual (SPM), 2013.

BID QUALIFICATION REQUIREMENTS

17. BID QUALIFICATION REQUIREMENTS

- 17.1 Every tenderer should submit along with his e-tender an Earnest Money Deposit (EMD). This may be done electronically from any of the Nationalized/Schedule Banks. The EMD of the disqualified tenderers will be returned automatically through e-procurement system. The EMD of the successful tenderers may be adjusted towards the security deposit. No interest shall be paid for the earnest money deposited.
- 17.2 An agreement in Rs.200/- Kerala stamp paper as per the format given in Annexure B must be submitted along with e-tender document.
- 17.3 Only the bids of Manufacturers/Authorised Distributors of the items being supplied will be considered. Authorisation letter of the Manufacturer must be uploaded in case of distributors.
- 17.4 Prior experience in the supply of similar equipment in minimum three institutions (One should be a Govt. institution) in the past five years is necessary. ie from year 2019 to 2024. (Upload work orders/ invoices and certificate from the purchaser to prove the claim)
- 17.5 Undertaking regarding the 5-year on-site warranty as well as operation and maintenance for a period of 5 years post warranty period.
- 17.6 The detailed brochures/Specifications for the item quoted must be uploaded along with other documents for evaluation.
- 17.7 The bidder should have service centres/authorised service providers in Thriuvananthauram, district of Kerala. Detailed list with address, contact details and proof has to be submitted.
- 17.8 Price Bid in excel format, for this tender to be downloaded from e-tender website, duly digitally signed by the tenderer/authorized signatory of the tender.

CONDITIONS OF CONTRACT

18. GENERAL CONDITIONS

- 18.1 The tenders should be submitted online at www.etenders.kerala.gov.in
- 18.2 The tenders should be as per the prescribed form which should be downloaded from the e-tender website. The cost of tender forms should be paid online, and once paid will not be refunded. Tender forms are not transferable. Tenders that are not in the prescribed form are liable to be rejected.
- 18.3 Intending tenderers should submit their tenders on or before the due date and time mentioned in the tender abstract. Late tender will not be accepted.
- 18.4 The rates quoted should be only in Indian currency. Tenders in any other currency are liable to rejection. The rates quoted should be for the unit specified in the schedule attached.
- 18.5 Tenders subject to conditions will not be considered. They are liable to be rejected on that sole ground.
- 18.6 Every tenderer should send along with his tender an Earnest Money Deposit. This may be paid online at the e-tenders website.
- 18.7 If any tenderer withdraws from his e-tender before the expiry of the period fixed for keeping the rates firm for acceptance, the earnest money if any, deposited by him, will be forfeited.
- 18.8 The final acceptance/rejection of the tenders rests entirely with CEO, ANERT who do not bind themselves to accept the lowest or any tender.
- 18.9 In the case of materials of technical nature, the successful tenderer should be prepared to guarantee satisfactory performance for a period of guarantee under a definite penalty. Communication of acceptance of the e-tender normally constitutes a concluded contract. Nevertheless, the successful tenderer shall also execute an agreement for the due fulfilment of the contract within the period to be specified in the letter of acceptance. The contractor shall have to pay all stamp duty, Lawyer's charges and other expenses incidental to the execution of the agreement. Failure to execute the agreement within the period specified will entail the penalties set out below:

- a) A non-refundable licensing fee of 2.5% has to be remitted by tenderer. This will be deducted from the payment of tenderer while releasing payment. The successful tenderer shall before sign the agreement and within the period specified in the letter of acceptance of his tender, deposit a sum equivalent to 5% of the value of the contract as security for the satisfactory fulfilment of the contract less the amount of money deposited by him along with his tender. The amount of security may be deposited in the manner prescribed to be specified in the work order issued by ANERT.
- b) There will be no exemption for MSE's in depositing this security amount. If the successful tenderer fails to deposit the security and execute the agreement as stated above, the earnest money deposited by him will be forfeited to ANERT and contract arranged elsewhere at the defaulter's risk and any loss incurred by ANERT on account of the purchase will be recovered from the defaulter who will however not be entitled to any gain accruing thereby.
- c) In cases where a successful tenderer, after having made partial supplies fails to fulfil the contracts in full, all or any of the materials not supplied may at the discretion of the Purchasing Officer be purchased by means of another tender/quotation or by negotiation or from the next higher tenderer who had offered to supply already, and the loss if any caused to ANERT shall thereby together with such sums as may be fixed by ANERT towards damages be recovered from the defaulting tenderer.
- d) If the contractor fails to deliver all or any of the stores or perform the service within the time/period(s) specified in the contract, the purchaser shall without prejudice to its other remedies under the contract, deduct from the contract prices, as liquidated damages, a sum equivalent to 0.5 % of the delivered price of the delayed stores or unperformed services for each week of delay until actual delivery or performance, up to a maximum deduction of 10% of the contract price of the delayed stores and services. Once the maximum is reached, the purchaser may consider termination of the contract at the risk and cost of the contractor.

18.10 The Security deposit shall, subject to the conditions specified herein be returned to the contractor within three months after the expiration of the contract but in the

event of any dispute arising between ANERT and the contractor, ANERT shall be entitled to deduct out of the deposits or the balance thereof, until such dispute is determined the amount of such damages, costs, charges and expenses as may be claimed. The same may also be deducted from any other sum which may be due at any time from ANERT to the contractor. In all cases where there are guarantee for the goods supplied, the security deposit will be released only after the expiry of the guarantee period.

- 18.11 (a) All payments to the contractors will be made by ANERT in due course
(b) All incidental expenses incurred by ANERT for making payments outside the State in which the claim arises shall be borne by the contractor.
- 18.12 Payments will be made only after the supply, Installation and Commissioning of the items and certification by the competent Technical personnel of ANERT.
- 18.13 The contractor shall not assign or make over the contract on the benefits or burdens thereof to any other person or body corporate. The contractor shall not underlet or sublet to any person or persons or body corporate the execution of the contract or any part thereof without the consent in writing of the purchasing officer who shall have absolute power to refuse such consent or to rescind such consent (if given) at any time if he is not satisfied with the manner in which the contract is being executed and no allowance or compensation shall be made to the contractor or the subcontractor upon such rescission. Provided always that if such consent be given at any time, the contractor shall not be relieved from any obligation, duty or responsibility under this contract.
- 18.14 In case the contractor becomes insolvent or goes into liquidation, or makes or proposes to make any assignment for the benefit of his creditors or proposes any composition with his creditors for the settlement of his debts, carries on his business or the contract under inspection or behalf of or his creditors or in case any receiving order(s) for the administration of his estate are made against him or in case the contractor shall commit any act of insolvency or in case in which under any clause or clauses any act of insolvency or in case in which under any clause(s) of this contract the contractor shall have rendered himself liable to damages amounting to the whole of his security deposits, the contract shall, thereupon, after notice given by the Purchasing Officer to the contractor, be determined and ANERT

may complete the contract in such time and manner and by such persons as ANERT shall think fit. But such determination of the contract shall be without any prejudice to any right or remedy of ANERT against the contractor or his sureties in respect of any breach of contract committed by the contractor. All expenses and damages caused to ANERT by any breach of contract by the contractor shall be paid by the contractor to ANERT and may be recovered from him under the provisions of the Revenue Recovery Act in force in the State.

18.15 In case the contractor fails to supply and deliver any of the said articles and things within the time provided for delivery of the same, or in case the contractor commits any breach of any of the covenants, stipulations and agreements herein contained, and on his part to be observed and performed, then and in any such case, it shall be lawful for ANERT (if they shall think fit to do so) to arrange for the purchase of the said articles and things from elsewhere or on behalf of ANERT by an order in writing under *the* hand of the CEO put an end to this contract and in case ANERT shall have incurred sustained or been put to any costs, damages or expenses by reason of such purchase or by reason of this contract having been so put an end to or in case any difference in price, compensation, loss, costs, damages, expenses or other moneys shall then or any time during the continuance of this contract be payable by the contractor to ANERT under and by virtue of this contract, it shall be lawful for ANERT from and out of any moneys for the time being payable or owing to the contractor from ANERT under or by virtue of this contract or otherwise to pay and reimburse to ANERT all such costs, damages and expenses they may have sustained, incurred or been put to by reason of the purchase made elsewhere or by reason of this contract having been so put an end to as aforesaid and also all such difference in price, compensation, loss, costs, damages, expenses and other moneys as shall for the time being payable by the contractor aforesaid.

18.16 Any sum of money due and payable to the contractor (including security deposit returnable to him) under this contract may be appropriated by the CEO or any other person authorised by ANERT and set off against any claim of ANERT for the payment of a sum of money arising out of or under any other contract made by the contractor with ANERT or any other person authorised by ANERT. Any sum of money due and payable to the successful tenderer or contractor from ANERT shall

be adjusted against any sum of money due to ANERT from him under any other contracts.

- 18.17 Every notice hereby required or authorised to be given may be either given to the contractor personally or left at his residence or last known place of abode or business, or may be handed over to his agent personally, or may be addressed to the contractor by post at his usual or last known place of abode or business and if so addressed and posted, shall be deemed to have been served on the contractor on the date on which in the ordinary course of post, a letter so addressed and posted would reach his place of abode or business.
- 18.18 The tenderer shall undertake the installation and commissioning of the system according to the standards and specification.
- 18.19 No representation for enhancement of rate once accepted will be considered.
- 18.20 The prices quoted should be inclusive of GST and all other expenses which are or may become payable by the contractor under existing or future laws or rules of the country of origin/supply or delivery during the course of execution of the contract.
- 18.21 Special conditions, if any, of the tenderers attached with the tenders will not be applicable to the contract unless they are expressly accepted in writing by the purchaser.
- 18.22 The tenderer should send along with this tender an agreement executed and signed in Kerala Stamp Paper of value Rs.200/-. A specimen form of agreement is given as Annexure C to this tender. Tenders without the agreement in stamped paper will be rejected outright.
- 18.23 **Conditions in the technical document, technical specifications and special conditions of this tender document would override these general conditions, wherever applicable.**
- 18.24 ANERT, by notice sent to the Supplier, may terminate the contract, in whole or in part, at any time for its convenience. The notice of termination shall specify that termination is for ANERT's convenience, the extent to which performance of the Supplier under the contract is terminated, and the date upon which such termination becomes effective.
- 18.25 E-tender shall be opened at the time and date announced in the tender notice, and the price bid will be evaluated on the same day.

- 18.26 In case any difference or dispute arises in connection with the contract, all legal proceedings relating to the matter shall be instituted in the Court within whose jurisdiction the CEO, ANERT voluntarily resides.
- 18.27 The Courts situated at the place where the headquarters of ANERT is situated viz, Thiruvananthapuram alone will have jurisdiction to entertain civil suits and all other legal pertaining to this contract.

19. SPECIAL CONDITIONS

- 19.1 Each bidder should submit only one (1) bid. Any bidder who submits/participates in more than one bid for the work shall be disqualified.
- 19.2 The tenders will be opened in the presence of bidders present at the date and time advised in the Bidding Document. If the due date for receiving and opening the tender happens to be declared holiday, then the tender will be received and opened on the very next day, for which no prior intimation will be given.
- 19.3 If the bidder has NOT submitted the requisite EMD OR Agreement, OR if the price bid is not submitted along with the tender, such tenders will be summarily rejected.
- 19.4 **During the tender evaluation, ANERT may seek more clarifications/details from any or all of the tenderers, if felt necessary.**
- 19.5 The price bids of the tenderers, which submitted the required documents only will be opened and the L1 bidder will be awarded the work of supply and installation of items after fulfilling all the requirements.
- 19.6 **ANERT reserves the right, in the interest of completion of work within the time limit, to award portion/portions of the Work order to next higher bidders, called for negotiation in the increasing order of their price offers, if they agree to supply at the L1 price.**
- 19.7 **The rate quoted should be all inclusive including delivery of materials at the locations to be specified, and the cost of materials and labour for the civil works, installation and commissioning, warranties, fee for approval from the Electrical Inspectorate if any, GST and all other expenses.**
- 19.8 **The price quotes should be inclusive of initial cost of supply, installation and commissioning, support during the warranty period of 5-years.**

19.9 The tender offer shall be kept valid for acceptance for a period of 3 months from the date of opening of bid. The offers with lower validity period are liable for rejection.

19.10 The evaluation of the price bid will be based on the grand total of all-inclusive amount quoted excluding GST.



**AGENCY FOR NEW & RENEWABLE ENERGY
RESEARCH AND TECHNOLOGY (ANERT)**

Department of Power, Government of Kerala
Thiruvananthapuram, Kerala – 695 033;
www.anert.gov.in , projects@anert.in

E-TENDER DOCUMENT

*Retender for the Supply, installation, testing and
Commissioning of VRV/ VRF Air-conditioning System
at ANERT HQ,, Thiruvananthapuram*

Ref. No.: ANERT-ADM/218/2018-OA2(HRM)

PART – 2: SCOPE OF WORKS

Date of Publishing of Bids : - 01/11/2024

Last Date of Submission of Bids : - 11/11/2024

SCOPE

20. SCOPE OF WORK

20.1 The scope includes **Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ, Thiruvananthapuram** with the required Technical Specifications at the sections given below:

S/N	ANERT Section Name	Type	Capacity (TR)	Nos
1	Seminar Hall	Air-cooled Ductable AC	5.5	1

20.2 The decommissioning and dismantling of existing Ductable AC as per standard procedures mentioned by the OEM / Prevailing norms and the dismantled items in full should be handed over to ANERT.

20.3 The work comprises broadly the following items:

- i. Supply, installation, testing and commissioning of VRV/ VRF Air-cooled Ductable Air conditioning system comprising of Outdoor units to be placed on terrace and Ductable indoor units at 3rd floor. The contractor shall consider all the expenses & risks during the filling of rates in schedule of quantity for working at 3rd floor and installation of outdoor units at terrace.
- ii. Supply, installation, testing and commissioning of centralized remote controller.
- iii. Insulation/acoustic treatment of equipment, enclosures, piping and ducting as specified.
- iv. Sheet metal work GSS ducting with all fitting as per design
- v. Supply, laying and commissioning of electrical power cables in tray/wall/duct.
- vi. Supply, installation, testing and commissioning of necessary controls and safeties along with control wiring.
- vii. All the civil work relating to air conditioning job.
- viii. Painting and final finishing of all the works.
- ix. System balancing and prescribed seasonal performance test of all the equipment/system.

- x. Any other work not covered above to make complete system and comply with the full intent of this contract.
- xi. 5 Years of On-site warranty must be provided by the successful bidder
- xii. 5 Years of AMC post warranty period is also under the scope of the bidder

21. SELECTION PROCEDURE

ANERT will evaluate all the proposals to determine whether these are complete in all respects as specified in the tender document. Evaluation of the proposals shall be done in three stages as:

23.1 Level - I (Technical Evaluation):

ANERT shall evaluate the technical bid(s) to determine whether these qualify the essential eligibility criteria, whether the bidder has submitted the EMD whether any computational errors have been made, whether all the documents have been properly signed & stamped, whether all the documents as mentioned / or required to submitted with technical bid are submitted and whether bids are completed and generally in order. A detailed proposal to be submitted as part of the bid including proper site survey details.

After evaluation of technical bid(s), a list of the qualifying bidder(s) shall be made. Short-listed bidder(s) shall be informed of the date, time and place of opening of financial bid(s) (online).

23.2 Level - II (Allocation of works)

- i. The financial bids of all the technically qualified bidders will be opened and shall be evaluated. The work will be awarded to the lowest bidder complying

22 SCHEDULE OF SUPPLY

22.1 The items should be delivered and installed at ANERT HQ, Thiruvananthapuram under prior information and under the supervision of ANERT officials.

22.2 The supply and installation shall be completed within **15 days from the date of supply order.**

22.3 **5 years On-site Warranty and 5 years of AMC thereafter must be provided by the successful bidder.**

22.4 Penalty for delay in supply and installation will be imposed at 0.5 % per week up to a maximum 10 %. In case of delay in supply and installation, Director, ANERT may cancel the contract and take recourse to other action as deemed appropriate.

23 PERFORMANCE SECURITY

The successful bidder has to remit an amount@ 3% of the total amount quoted by them as performance security deposit in terms of Bank Guarantee/Deposit having validity for 3 months from the date of agreement. The bank guarantee/deposit will be released/refunded to the successful bidder after completion of the contract period after deducting the penalties if any.

24 PAYMENT

24.1 No advance payment will be given.

24.2 The terms of payment shall be:

- a. 90% of the contract value shall be released on supply and installation of the AC units.
- b. The remaining 10% shall be retained as performance security and will be released in equal parts of 2% each on expiry of each year of warranty period.

24.3 The security deposit of 5% furnished along with the contract agreement shall be released on completion of supply, installation and commissioning.

24.4 Income tax, contribution to workers' welfare fund and other statutory deductions shall be made from the payment as per prevailing norms.

25 SERVICE AND MAINTENANCE

- i. The faulty system or components during the warranty period should be replaced/ repaired within 2 days of fault reporting. On-site warranty must be provided and in case the device is to be transported out, it must be informed properly and the expenses for transporting the system from and back to ANERT must be borne by the work allotted agency itself.
- ii. The service personnel should visit ANERT and do periodic maintenance check once in three months and record the performance of the item delivered. These

performance reports must be re-submitted for the release of payments after expiry of each year of warranty period.

- iii. A designated contact Telephone Number and address should be submitted for reporting faults during the warranty period.

26. TECHNICAL REQUIREMENTS

26.1 VARIABLE REFRIGERANT VOLUME/ FLOW TYPE SYSTEM (VRV/VRF/FLOW System)

The system selected should be modular system, with number of indoors connected to centrally located outdoor units, as per the requirements mentioned in the tender. The outdoor units for all the system shall be air cooled type and mounted on terrace of the building. Indoor units in various areas.

All the VRV/VRF air conditioners shall be fully factory assembled, wired, internally piped & tested. The outdoor unit shall be pre charged with first charge of R 22 refrigerant. Additional charge shall be added as per refrigerant piping at site. All the units shall be suitable for operation with 415 V + 10%, 50 Hz + 3%, 3 Phase supply for outdoor units & 220 V + 10%, 50 Hz+ 3%, 1 Phase supply for indoor units. The VRV/VRF system shall provide stable, trouble free & safe operation, with flexibility of operating desired indoor units. The outdoor units must be capable of delivering exact capacity proportional to the number of indoor units switched on & the heat load in the air-conditioned area. The proportional operation shall be achieved by varying speed of the compressor in the outdoor units.

The operation of the VRV/VRF system shall be through independent wired/ wireless remote controllers as required. The system shall be multi-split system with inverter driven scroll compressor for application with **R410A refrigerant** and shall be composed of ceiling type indoor units / 4-way cassette type indoor units and an outdoor unit as required to meet the requirements as per tender, with a distributed refrigeration cycle, electrical components and enclosing cabinets. Both indoor units and outdoor unit shall be properly assembled, internally piped and wired, thoroughly tested and charged with refrigerant at factory and shall be topped up at site after erection. Each refrigeration cycle shall be equipped with scroll compressor, a solenoid valve, a heat exchanger, an accumulator, and a 4- way valve and flare connection parts.

26.2 OUTDOOR UNITS:

The outdoor units are to be installed at terrace of the ANERT HQ building. Outdoors units of the VRV/VRF system shall be compact air-cooled type. All the compressors of the

outdoor units must be hermetically sealed scroll type. Each module of outdoor unit must have separate Inverter compressor, suitable to operate at heat load proportional to indoor requirement. –Anti Corrosive|| treatment (Blue Fins) for Al. fins of Condenser Coils is mandatory. The treatment should be suitable for areas of high pollution and salt laden air. The outdoor units must be suitable for up to 150 m refrigerant piping between outdoor unit & the farthest indoor units, total piping of 300 m for all the indoor units. Allowable level difference between outdoor unit & indoor units shall be 50 m in case of outdoor unit on top & 40 m in case of outdoor unit at bottom. Allowable level difference between various indoor units connected to one outdoor unit shall be up to 15 m.

Back up operation, in case of failure of one of the compressors of outdoor unit, for single module outdoor units or failure of one of the modules in case of multiple module outdoor units shall be possible. The VRV/VRF outdoor unit shall always be supplying at least 33% of back up operation, of the full load capacity. The outdoor unit shall employ system of equal run time for all the compressors, inverter or on/ off type, within each outdoor unit – Single Module or Multi Module. The outdoor units shall be suitable to operate within an ambient temperature range of – 5 Deg C to 43 Deg C, in cooling mode & – 20 Deg C to 15 Deg C in heating mode. Air cooled condenser shall have Axial Flow, upward throw fan, directly coupled to fan motors with minimum IP 55 protection. The outdoor unit condenser fan shall be able to develop external static pressure up to 6 mm of H₂O. The entire operation of outdoor units shall be through independent remotes of indoor units. No separate Start/ Stop function shall be required. The COP at AHRI conditions shall not be less than 3.1 and IEER not less than 6.5 complete as per the technical specifications.

Starter for the Outdoor Unit compressor shall –Direct on Line|| type. Inverter compressor of the unit shall start first & at the minimum frequency, to reduce the inrush current during starting. Refrigerant control in the outdoor unit shall be through Electronic Expansion Valve. Complete refrigerant circuit, oil balancing/ equalizing circuit shall be factory assembled & tested. The compressor(s) shall be hermetically sealed scroll and designed for continuous operation even at high ambient temperatures. All condensing unit should have a combination of fixed speed and invertors driven scroll compressor. All invertors driven scroll compressor should have protection for electronic circuits and elimination of electromagnetic sound, which may interfere with the control function of

the machine. The unit shall have safety device such as high-pressure switch, fan motor safety thermostat, invertors overload protector, fusible plugs and fuses for trouble free operation of the unit. The condenser shall be air cooled, made of Cu. tubes with extended Aluminium fins.

The condenser coil shall be multi-pass, cross-finned tube type, equipped with highly efficient Aluminium fins, mechanically bonded to oxygen free copper tubes. The coil shall be cleaned, dehydrated and tested or leakage at the factory. The Cabinets shall be fabricated out of heavy gauge steel, properly formed for close fit and structural rigidity. All access panels shall be so constructed as to be quickly and easily removable. All outside surface shall be finished with powder coating for protection against humid weather. The condenser fans shall be stepped control depending on no. of compressor operational & ambient condition, driven and designed to achieve low condensing temperatures & operate Continuously and silently.

Noise level of outdoor units shall not exceed 63 dB (A) at a distance of 1.5 m from the unit. The outdoor units shall confirm to Technological Guideline for Harmonic Suppression – JAEG 9702-1995. High Harmonic Environmental Target Level for Power Distribution system shall be 5%. Outdoor units shall be complete with following safety devices:

- High pressure switch
- Fan driver overload protector
- Over current relay
- Inverter Overload Protector
- Fusible Plug

Unit shall be supplied with

- Installation manual
- Operation Manual
- Connection Pipes
- Clamps

26.3 INDOOR UNITS

The cooling coils shall be made of Copper Tubing having extended Aluminium fins. The evaporator coil shall be multi-pass, cross finned tube type, equipped with highly

efficient Aluminium fins, and mechanically bonded to seamless, oxygen free copper tubes. The coil shall be cleaned, dehydrated and tested for leakage at factory. The cooling coils circuit shall be fed with liquid refrigerant through the expansion device and distributor. The indoor unit shall have two-speed fan motor. The blower shall be statically and dynamically balanced and designed for silent operation at required airflow rates against required static pressure. The filters shall be washable synthetic media type arranged for convenient cleaning and replacement. The drain pan shall be fabricated out of heavy sheet steel, insulated with 1/4" expanded polyethylene sheet. The casing shall be of heavy gauge G.I., duly powder coated for weather protection. All indoor units to be supplied with EU-3 i.e. 20 micron filters.

26.4 CONTROLS SYSTEM FOR VRV/VRF AIR CONDITIONING SYSTEM WIRED REMOTE CONTROLLER

Wired remote controller shall be supplied at all section along with 2 Nos of spares for future use. The controller must have large crystal display screen, which displays complete operating status. The digital display must allow setting of temperature with 1 Deg C interval. Remote shall be able to individually program by timer the respective times for operation start and stop within a maximum of 72 hours Remote must be equipped with thermostat sensor in the remote controller that will make possible more comfortable room temperature control. The remote shall be able to monitor room temperature & preset temperature by microcomputer & can select cool/ heat operation mode automatically. The remote must constantly monitor malfunctions in the system & must be equipped with a –self-diagnosis function that let know by a message immediately when a malfunction occurs. It shall be possible to wire the remote up to 500 RMT.

25.1.1.a.iii.1 WIRELESS REMOTE CONTROLLER

Wireless remote controller shall be supplied as specified in the tender shall be supplied. The same operation modes & settings as with wired remote controllers must be possible. Compact light receiving unit to be mounted into wall or ceiling shall be included.

25.1.1.a.iii.2 CENTRAL REMOTE CONTROLLER

Central Remote controller shall be supplied as specified in the tender. The Following functions shall be possible

- Control Max 64 Groups (128 indoor units)
- Zone control
- Malfunction code display
- All the functions available with wired remote controller
- It should be possible to wire the remote to 1000m

NOTE - ALL OUT-DOOR UNITS SHALL BE MOUNTED ON MS ANGLE FRAME STRUCTURE. THE MS ANGLE FRAME STRUCTURE SHALL BE PAINTED WITH EPOXY PAINT.

26.5 CONTROLS AND INTERLOCKING

All electrical control devices should be enclosed in the indoor and outdoor units. The compressor should be protected against breakdown by a quick response over current relay, a high-pressure switch, a wraparound type oil heater and a discharge gas thermistor. In addition to the compressor protection devices, the indoor / outdoor fan motor should be protected by an internal thermostat. The indoor fan motor shall be directly supplied with the power source from the control circuit. The functions of these control devices shall compose an electrical sequence of manual starting and stopping, automatic continuous operation whenever the room thermostat requires, and the protection devices allow the operation. The remote-control switch should be designed to provide simple operation such as on/Off, temperature and fan speed only without trouble shooting functions.

26.6 REFRIGERANT PIPING

The refrigerant piping is to be laid from outdoor units installed at the terrace to the indoor units at 3rd floor. The indoor and outdoor units shall be connected with 16G Hard Copper refrigerant piping. All piping connections for the units should be performed inside the unit. The refrigerant piping should be insulated with EPDM Rubber foam of minimum 13 MM thick (or as recommended by manufacturer). Lastly, cover up the pipes sections with the help of 36 G Aluminium sheets on straight pipes and 28 G Al. sheet on bends, tees, valves etc.

26.7 DRAIN PIPING

Condensate from the evaporator unit shall be drained through properly installed drain piping designed to prevent any accumulation of condensate in the drain pan. Drain piping shall be made of 1.1/4" dia / 2" dia rigid PVC pipe of 6 Kg/Sq cm. pressure rating with water tight threaded connections, leading from the room unit to a suitable drain point. Complete drain piping shall be made leak proof and water tight by means of precise installation and the use of leak proof sealant/adhesives.

Insulation of drain piping will be done by elastomeric EPDM Rubber foam / EPDM to be done with thickness recommended by manufacturer.

27. OPERATION MANUAL

An Operation, Instruction and Maintenance Manual, should be provided with the system. The following minimum details must be provided in the manual:

- i. DO's and DON'T's
- ii. Clear instructions on regular maintenance and troubleshooting
- iii. OEM Warrantee Certificates
- iv. Name and address of the Supplier with Contact Number.

FORMAT FOR COVERING LETTER

(This letter to be submitted on the official letter head of the tenderer, signed by the authorised signatory.)

Sir,

I/We hereby e-tender to supply, under annexed terms and conditions of contract, the whole of the articles referred to and described in the attached specification and quantity decided by the Agency for New & Renewable Energy Research and Technology (ANERT), at the rates quoted against each item.

I am/We are remitting herewith the required amount of Rs. towards the cost of e-tender and Earnest Money Deposit by electronic payment vide transaction No dtd.....

Yours faithfully,

Place:

Signature

Date:

Name

Designation

(Office Seal)

ANNEXURE A – SUMMARY OF BID QUALIFICATION REQUIREMENTS

(To be filled in by the bidder)

1.	Name of the bidder						
2.	Address in full						
3.	Contact Details						
	Mobile						
	: Land						
	Phone Fax						
	Email						
4.	Name and Designation of the authorised signatory						
5.	Whether the bidder is a bonafide Manufacturer/ integrator of the item tendered (Yes/No)?						
6.	Details of EMD submitted along With the bid in favour of CEO ANERT						
7.	Total number of MFP sold (Proof to be enclosed)	Year	2019	2020	2021	2022	2023
		Criteria					
		Number of systems					
9.	No. of service centres/Authorised service providers in Kerala (Proof to be enclosed)						
10.	Whether Bidder was/is De-barred By ANERT (Yes/No)? If 'Yes' period of De-Barring:						
11.	Agreement submitted (Yes/No)?						

Documentary evidence for the bid qualification requirements is submitted along with this document and the details furnished above are true and correct.

Signature
of authorised signatory

Name

Designation

Date:

(Office seal)

ANNEXURE C-AGREEMENT

ARTICLES OF AGREEMENT executed on this the day of
Two thousand andbetween the **Agency for
New & Renewable Energy Research and Technology** (hereinafter referred to as
ANERT) of the one part and Sri
(Name and Address of the tenderer) hereinafter referred to as “the Bounden”) of the other
part.

WHEREAS in response to the Notification No.
dated the bounden has submitted to ANERT a e-tender for the ***Retender for
the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning
System at ANERT HQ,, Thiruvananthapuram*** specified therein subject to the terms and
conditions contained in the said e-tender.

AND WHEREAS the bounden has furnished to ANERT a sum of Rs as
Earnest Money Deposit for execution of an agreement undertaking the due fulfilment of
the contract in case his e-tender is accepted by ANERT. NOW THESE PRESENTS WITNESS
and it is hereby mutually agreed as follows: -

In case the e-tender submitted by the bounden is accepted by ANERT and the contract
for is
awarded to the bounden, the bounden shall within Fifteen days of acceptance of this e-
tender, execute an agreement with ANERT incorporating all the terms and conditions
under which ANERT accepts this e-tender.

In case the bounden fails to execute the agreement as aforesaid incorporating the terms
and conditions governing the contract, ANERT shall have power and authority to recover
from the bounden any loss or damage caused to ANERT by such breach as may be
determined by ANERT by appropriating the moneys inclusive of Earnest Money deposited
by the bounden and if the Earnest Money is found to be inadequate the deficit amount may

be recovered from the bounden and his properties movable and immovable in the manner hereinafter contained.

All sums found due to ANERT under or by virtue of this agreement shall be recoverable from the bounden and his properties movable and immovable under the provisions of the Revenue Recovery Act for the time being in force as though such sums are arrears of land revenue and in such other manner as ANERT may deem fit.

In witness where of Sri (Name and Designation) for and on behalf of the Agency for New & Renewable Energy Research & Technology and Sri the bounden have hereunto set their hands the day and year shown against their respective signature.

Signed by Sri Signed by Sri

(Date)

(Date)

in the presence of witnesses

in the presence of witnesses

1.

1.

2.

2.

ANNEXURE D – UNDERTAKING FOR WARRANTY AND AMC

e-Tender Notification No:, dtd for
Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-
conditioning System at ANERT HQ,, Thiruvananthapuram

To

The Director
ANERT

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Document
2. We are ready to provide 5 years of on-site warranty for the item being supplied.
3. We will also provide AMC for a period of 5 years post the warranty period for the item being supplied at the rates quoted by us.
4. We will attend the faults within 6 hours of reporting at the rate quoted by us in our bid
5. During the warranty period, the faults will be rectified within a period of 2 days from the time of reporting and in case the item being supplied requires to be transported out of ANERT premises, the same will be done at our expenses.
6. In case, the fault cannot be rectified during the fault occurred during the warranty period, we shall ensure replacement of the components or if needed it will be replaced by a new/refurbished item of the same make and model.

Signature

Date

Name

ANNEXURE E – DECLARATION OF RELATIONSHIP WITH ANERT EMPLOYEE

(To be signed and submitted by the bidder along with the bid)

Tender Notification No.:

Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ, Thiruvananthapuram

To

The CEO
ANERT

Name of the ANERT employee with Designation:

Name of the bidder related to the employee:

This is to put on record that Shri/Smt
currently working as in ANERT is related
to, who is the bidder in the bid. We are aware of
the Anti-corruption policy of ANERT and will observe the highest standards during the
procurement and the execution of contract and shall retain from corrupt, fraudulent,
collusive or coercive practices on competing for the contract.

Signature

Name

Date

FORMAT A –UNDERTAKING FOR NO BLACKLISTING & NO BANNING

(To be provided on Rs.200 Non-Judicial Stamp paper. In Case of JV the following format is to be provided by Each Member of the Joint Venture on their respective letterhead, signed by respective authorized Signatory along with Authorized Signatory for which POA is attached with Bid))

Undertaking for No Blacklisting & No Banning

To

The CEO
ANERT

Sub: Retender for the Supply, installation, testing and Commissioning of VRV/ VRF Air-conditioning System at ANERT HQ,, Thiruvananthapuram

I / We hereby declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is having unblemished record and is not declared ineligible for corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

I / We further declare that presently our Company/Limited Liability Partnership/ Partnership Firm/ Sole Proprietorship is not blacklisted and not declared ineligible for reasons other than corrupt/fraudulent practices by any State/Central Government/PSU on the date of Bid Submission.

If this declaration is found to be incorrect then without prejudice to any other action that may be taken, our security may be forfeited in full and the tender if any to the extent accepted may be cancelled.

(Signature & Seal of Authorized Signatory for which POA attached)

Name of Authorized Signatory:

Designation:

Date:

Place:

FORMAT B – BG FORMAT

BID SECURITY BANK GUARANTEE

BG No. :
Amount :
Date :
Valid up to :

This guarantee is made on this day of 20.... by (Complete postal address of the bank) hereinafter called 'the **Bank**', which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns.

WHEREAS the **ANERT**, having its registered office at PMG-Law College Rd, Vikas Bhavan PO, Thiruvananthapuram, Kerala, PIN – 695 033, hereinafter called as **ANERT**, which expression shall unless repugnant to the context or meaning thereof shall include its successors and assigns in having agreed to exempt(hereinafter called “**contractor(s)**” which expression unless repugnant to the context and meaning thereof shall include its successors and assigns) from depositing with **ANERT**, a sum of Rs. towards Security Deposit in lieu of the said **contractor(s)** having agreed to furnish a bank guarantee for the said sum of Rs. as required under the terms and conditions of Tender No. dated(hereinafter referred as the 'bid') placed by the **ANERT**, on the said **contractor(s)** and on specific request on the part of the said **Contractor(s)**, we the **Bank** hereby unconditionally and irrevocably affirm and undertake-

On production of the Bank Guarantee for Rs..... (Rupees..... only) we,Bank having our Head Office at (herein after referred to as “the Bank”) at the request of M/s.(name of contractor) do hereby undertake to pay to the **ANERT** an amount not exceeding Rs..... (Rupees only), against any loss or damage

caused to or suffered or would be caused to or suffered by the ANERT by reason of any breach by the said contractor of any of the terms and conditions contained in the said agreement

We,Bank, do hereby undertake to pay the amount due and payable under this Guarantee without any demur, merely on a demand from the ANERT stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the ANERT by reasons of breach by the said contractor of any of the terms or conditions contained in the said agreement. Any such demand made on the Bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee. However, our liability under this guarantee shall be restricted to an amount not exceeding Rs. (Rupees only).

This guarantee will not be discharged due to change in the constitution of the bank or the contractor/supplier.

Notwithstanding anything contained hereinbefore:

- 1) Our liability under this Bank Guarantee shall not exceed Rs.....(Rupees only)
- 2) This Bank Guarantee shall be valid upto
- 3) We are liable to pay the guaranteed amount or any part thereof under this Bank Guarantee amount only and only if you serve us a written claim or demand on or before.....

Dated at this day of 2024

SIGNATURE OF THE BANK _____

SEAL OF THE BANK _____

SIGNATURE OF THE WITNESS _____

Name and Address of the Witness _____

The bank guarantee shall be issued by a bank (Nationalized/Scheduled) located in India