**NOTICE INVITING TENDER**

Petroleum and natural Gas Regulatory Board, 1<sup>st</sup> Floor, World Trade Center Babar Road New Delhi-1 invites tenders from authorized dealer for supply, installation & commissioning of two, 3 Ton Commercial Mega Spilt AC as per specification described in the Annexure-1 of this notice, for Petroleum and Natural Gas Regulatory Board (PNGRB).

The Schedule for Invitation to Tender is given below as under:

<table>
<thead>
<tr>
<th>Name of the Purchaser</th>
<th>Petroleum and Natural Gas Regulatory Board, 1&lt;sup&gt;st&lt;/sup&gt; Floor, World Trade Center Babar Road, New Delhi-110001</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tender Number</td>
<td>PNGRB/IT/AC/2018/02</td>
</tr>
<tr>
<td>Tender System</td>
<td>Sealed tenders are invited in single bid system</td>
</tr>
<tr>
<td>Date for issue of Tender document</td>
<td>09/03/2018</td>
</tr>
<tr>
<td>Place of issue of Tender document</td>
<td>Tender documents can be obtained free of cost from the Purchaser named above or can be downloaded from PNGRB website <a href="http://www.pngrb.gov.in">www.pngrb.gov.in</a> or from CPP Portal.</td>
</tr>
<tr>
<td>Clarifications to the tender documents.</td>
<td>Clarifications required on the tender conditions etc, if any, will have to be forwarded in the name of Secretary, Petroleum and Natural Gas Regulatory Board, 1&lt;sup&gt;st&lt;/sup&gt; Floor, World Trade Center Babar Road, New Delhi-110001</td>
</tr>
<tr>
<td>Last Date for issue of Tender document</td>
<td>14/03/2018</td>
</tr>
<tr>
<td>Date, time and address at which Tenders are to be submitted.</td>
<td>Tenders are required to be submitted on or before 15:00 Hours on 19/03/2018 to The Secretary, Petroleum and Natural Gas Regulatory Board, 1&lt;sup&gt;st&lt;/sup&gt; Floor, World Trade Center Babar Road, New Delhi-110001</td>
</tr>
<tr>
<td>Date, time and place of opening of Tenders</td>
<td>Tenders shall be opened at 15:00 Hours on 20/03/2017 Petroleum and Natural Gas Regulatory Board, 1&lt;sup&gt;st&lt;/sup&gt; Floor, World Trade Center Babar Road, New Delhi-110001 in the presence of representatives who wish to attend the bid opening.</td>
</tr>
<tr>
<td>Date till which the Tender shall be valid</td>
<td>30 days from the date of opening of the Bids.</td>
</tr>
<tr>
<td>Earnest Money</td>
<td>Rs.12,500.00 only. Tenderer shall have to deposit bid security of Rs.12,500.00 (Rupees twelve thousand five hundred only) in the form Demand Draft drawn on any scheduled bank in favour of &quot;Petroleum and Natural Gas Regulatory Board &quot; payable at New Delhi along with the bid. DD should be issued only after the date of issue of Limited Tender Enquiry by the PNGRB. The EMO shall be released after satisfactory supply, installation, commissioning of 3 Ton Commercial Mega Spilt AC by L1 bidder. No interest shall be payable by PNGRB on the Earnest Money deposited by Tenderer.</td>
</tr>
<tr>
<td>Total Estimated Cost</td>
<td>Approximately Rs. 5 Lac.</td>
</tr>
</tbody>
</table>
Instructions to Tenderers

1) Tenders in sealed cover super scribed as Tender for Supply of 3 Ton Commercial Mega Split AC for PNGRB as per "Schedule of Requirements & Conditions of Contract" as indicated in Section 4 in this tender and in accordance with instructions to Tenderers are to be submitted to The Secretary, Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Center Babar Road, New Delhi-110001.

2) Scope of Work:-

   a) supply, installation & commissioning of two, 3 Ton commercial Mega Spilt AC with electric panel for redundancy mode.
   b) The bidder shall quote for 3 Ton commercial Mega Spilt AC of only Blue Star/Carrier/Mitsubishi/Hitachi.

3) Following documents must be submitted along with the Tender document failing which the tender will not be accepted:-

   a) Letter of submission of tender along with rates in the format as given at Annexure-11.
   b) Tender document with all pages duly signed and embossed with official seal.
   c) Demand Draft of Rs. 12,500/- towards Earnest Money Deposit.
   d) Authorized Dealer certificate of manufacturer of reputed brand of Mega Split AC.

4) Evaluation Criteria: -

   a) Rate shall be quoted inclusive of all taxes and duties and nothing extra shall be paid on that account.
   b) Agency/Firm/Company has to carry out any other miscellaneous job (like wall mounting arrangements with necessary accessories and installation of electric panel for redundancy mode) required for completion of work. Rate shall be quoted accordingly and nothing extra shall be paid on that account.
   c) L1 shall be decided on the total amount quoted.

5) The tenderer shall abide by the "Schedule of Requirement and terms & conditions" as mentioned in Section 4 of this tender. It must be clearly understood that the prices quoted in the tender are to include everything required to be done for the proper completion of the job as per the "Schedule of Requirement and terms & conditions" mentioned in the tender. The prices quoted should be in Indian Rupee.

6) The Purchaser does not bind itself to accept the lowest or any tender or to assign any reason for non-acceptance.

7) Offers received through Telegraphic/Fax/E-Mail will be treated as defective, invalid and rejected.

8) Award of Contract: - After evaluation of the bids received, the Purchaser would award Contract to the lowest bidder, whose bid is technically acceptable and meets the eligibility requirement.

Eligibility Criteria for Tenderers

9) The bidder should be an authorized dealer/supplier of manufacturer of reputed brand 3 Ton Commercial Mega Spilt AC, bidder to submit authorized dealer/supplier certificate of manufacturer in support of eligibility criteria.
Schedule of Requirement and Conditions of Contract

10) Upon award of the Contract, the Contractor shall supply, install & commission the 3 Ton Commercial Mega Spilt AC in Petroleum and Natural Gas Regulatory Board, 1st Floor, World Trade Center Babar Road, New Delhi-110001 server room within 7 days.

11) **Arbitration:** - In the event of any dispute relating to the import or meaning of any terms and conditions which could not be solved amicably by the parties, may refer the matter to the Sole Arbitrator to be appointed by PNGRB on the request of either of the parties for arbitration in consonance with the provisions of the Arbitration and Conciliation Act, 1996(Act 26 of 1996), on the designated reference in dispute.

12) **Governing Laws & regulation:** - All legal proceedings shall be under the jurisdiction of courts situated in the National Capital Territory of Delhi. This Agreement shall be covered and construed in accordance with Laws of India including without Contract Termination.

13) **Termination for Convenience:** - PNGRB reserves the right to terminate by prior written notice, the whole or part of the contract. The notice of termination shall specify that termination be for PNGRB's convenience, the extent to which performance of work under the contract is terminated and the date on which such termination becomes effective.

14) **Force Majeure:** - Notwithstanding the provisions of the contract, the Contractor shall not be liable for forfeiture of its EMD, Penalty or termination for default; if and to the extent that, it's delay in performance or other failure to perform its obligations under the contract is the result of an event of standard PNGRB Force Majeure.

15) **Payment Terms & Schedule:** - The bills shall be prepared by the contractor in duplicate and submitted to PNGRB, New Delhi. Payment shall be made on following conditions:
   a) All payments to the firm shall be made subject to deduction of TDS (Tax deduction at Source) as per the Income Tax Act 1961 and other taxes if any as per the Government of India Rule.
   b) Payment will be made with in 10 days of successful delivery and installation and commission of 3 Ton Commercial Mega Spilt AC in the server room of PNGRB, New Delhi.

Secretary
<table>
<thead>
<tr>
<th>S. No.</th>
<th>Item Descriptions</th>
<th>Quantity</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 TON COMMERCIAL MEGA SPLIT AC WITH OUTDOOR UNIT</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Anti-Corrosive Blue Fin Copper Condenser: - ACs use anti-corrosive blue fin FTHX (Fin &amp; Tube Copper) condensers that resist corrosion and increase the overall life of the AC.</td>
<td>02</td>
</tr>
<tr>
<td></td>
<td>• The Anti-Freeze Thermostat on the Indoor Coil</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Auto Restart with Memory Backup</td>
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<td></td>
<td>• Wide Angle Louvres</td>
<td></td>
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<tr>
<td></td>
<td>• Cleanable Panel</td>
<td></td>
</tr>
<tr>
<td></td>
<td>• Fixed and Swing Louvres</td>
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<td></td>
<td>• Air Flow Direction Control</td>
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<td></td>
<td>• Powder-Coated Outer Body</td>
<td></td>
</tr>
</tbody>
</table>
To,

Secretary,
Petroleum and Natural Gas Regulatory Board
1st Floor, World Trade Center,
Babar Road,
New Delhi-110001

Subject: Limited Tender Enquiry for Supply. Installation & Commissioning of two, 3 Ton Commercial Mega Split AC for PNGRB, New Delhi

Respected Sir,


2. I/We have gone through all the Terms and conditions and also the schedule of items as enlisted by you in your Limited Tender Enquiry for the subject under reference. I/We hereby confirm that:
   2.1. I/We have understood all the Terms and Conditions and confirm my/our commitment to abide by them. In case of any discrepancy/dispute or wrong/incorrect nomenclature in the schedule, the decision of PNGRB, New Delhi shall be final.
   2.2. I/We also confirm my/our commitment to provide the material as enlisted in schedule of item with your Limited Tender Enquiry under reference.
   2.3. I/We enclose herewith authorized dealer certificate issued by manufacturer.
   2.4. I/We enclose herewith tender documents duly signed by the authorized person of firm/agency/company.
   2.5. I am/We are enclosing herewith a DD bearing SI. No.……… dated…… (Bank Name) Branch Name….. for Rs. 12,500/- drawn in favor of "Petroleum and Natural Gas Regulatory Board" payable at "New Delhi". I/We understand that the amount will be forfeited, if the applicant who is awarded the contract refuses to accept the contract or fail to deliver the item within given time frame.

3. I/We……………… S/o…………. R/o(local address)………… Permanent Address………………… solemnly state that I/We have not so far been black listed by any of the institutions/Offices in which I/We have worked.

4. I/We the undersigned hereby submit our best rates for Purchase, Installation & Commissioning of two, 3 Ton Commercial Mega Split AC for PNGRB, New Delhi.

SCHEDULE OF RATES FOR SUPPLY. INSTALLATION & COMMISSIONING OF 3TON MEGA SPLIT AC IN PNGRB

<table>
<thead>
<tr>
<th>S. No</th>
<th>Description of Item</th>
<th>Quantity</th>
<th>Price per unit of Equipment (In Rs.)</th>
<th>GST Value (In Rs.)</th>
<th>Unit Price of Equipment with GST (C+D) (in Rs.)</th>
<th>Total Price of Equipment (Multiply B and F) (i.e., Landed Price) (In Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>3 TON COMMERCIAL MEGA SPLIT AC</td>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Total cost in words: -
(Rupees: ...............................................................................................
....)

Note: -
• Rate shall be quoted inclusive of all taxes and duties and nothing extra shall be paid on that account.
• Agency/Firm/Company has to carry out any other miscellaneous job (like table/wall mounting arrangement with necessary accessories and installation of electric panel for redundancy mode) required for completion of work. Rate shall be quoted accordingly and nothing extra shall be paid on that account.
• L1 shall be decided on the total amount quoted.

Enclosures: -
(i) Tender documents duly signed.
(ii) Copy of Authorized Dealer certificate of manufacturer of reputed brand.
(iii) EMD of Rs.12,500.00 (Rupees Twelve Thousand Five Hundred only)

Yours faithfully

Signature of authorized signatory of Firm/agency/company with seal

Name.............................................................
Address.......................................................  
Landline No................................................... 
Mobile No....................................................
E-mail:----------------------------------------