

TENDER NO.:NRPC/SER/305/01/2017/1

उत्तर क्षेत्रीय विद्युत समिति कार्यालय में लगे वातनुकूलकों एवं जल शीतलकों

हेतु व्यापक वार्षिक रखरखाव संविदा की निविदा

**Tender of Comprehensive Annual Maintenance Contract (CAMC)  
for Air Conditioners and Water Coolers installed in  
Northern Regional Power Committee Office**

उत्तर क्षेत्रीय विद्युत समिति / Northern Regional Power Committee  
कटवारिया सराय / Katwaria Sarai,  
नईदिल्ली -110016 / New Delhi - 110016  
वेबसाइट/ Web Site: [www.nrpc.gov.in](http://www.nrpc.gov.in)

फरवरी, 2017 / February, 2017

**Tender of Comprehensive Annual Maintenance Contract (CAMC)  
for Air Conditioners (Window, Split & Ductable type) and Water  
Coolers installed in NRPC Office, New Delhi**

**(TENDER NO.:NRPC/SER/305/01/2017/1)**

**1. BIDDING INSTRUCTIONS:**

- 1.1 The bidder is requested to read all instructions (mentioned here under) carefully before submitting the bid otherwise, incomplete bid is liable to be rejected. Please note that any cutting or overwriting is totally prohibited.
- 1.2 The bid, submitted, must be completed in all respects, duly signed and stamped on each page and its enclosures / Annexures also as a token of acceptance of all terms and conditions mentioned therein.
- 1.3 The contract for all items to be considered under purview of Comprehensive Annual Maintenance Contract (CAMC) will be awarded on “as is where is basis”. The bidder, before submitting bid, if desirous to inspect the equipment may do so, on any working day between 11.00 a.m to 1.00 p.m and 2.00 p.m to 4.00 p.m. till 10.02.2017, with prior permission of EE (S), NRPC. **No claim about condition of the equipment, under the contract, shall be entertained after submission of the bid.**
- 1.4 The Bid containing all relevant documents must be sent in a proper sealed cover addressed to Executive Engineer (Services), 18-A,SJSS Marg, Katwaria Sarai, New Delhi-110016 and subscribed “Tender of Comprehensive Annual Maintenance Contract (CAMC) for Air Conditioners (Window, Split & Ductable type) and Water coolers installed in NRPC Office, New Delhi” and should be dropped in the Tender Box only, placed at Reception of NRPC secretariat Office, Ground Floor, Katwaria Sarai, New Delhi. The tender must be submitted latest upto 3.00 p.m on or before 20-02-2017 and it will be opened on the same day at 4.00 p.m.

**2. SCOPE OF WORK:**

- 2.1 The work includes Comprehensive Annual Maintenance Contract (CAMC) for Maintenance of Air conditioners (Window, Split & Ductable type) and water coolers installed in the NRPC office Building at Katwaria Sarai, New Delhi as per details given below:

<b>S.no.</b>	<b>Description</b>	<b>Quantity</b>
1.	Window type Air-conditioner (1.5 T) of different make and model- LG, Carrier, Voltas, Godrej and Sidwal make along with automatic voltage stabilizer	31 Nos.
2.	Split type Air-conditioner (1.5 T/ 2.0 T) of LG / Voltas make along with voltage stabilizer	23 Nos.
3.	Ductable type Air-conditioner 5 T	4 Nos.
4.	Water coolers (Sidwal make)	2 Nos.

- 2.2 The Client reserves the right to change quantities indicated above.
- 2.3 The details of work under CAMC are as under:
- 2.3.1.1 **Preventive Maintenance:** At least tree time during one year, which includes but not limited to Checking of Motor, Ground connection, Checking of Main plug connections. Cleaning of blower and condenser fan, Cleaning of Air- filter, Cleaning of equipment, Cleaning of evaporator and condenser coils, Tightening of nuts and bolts, Oiling and greasing of motor, Checking of cooling efficiency, Checking of voltage stabilizers, Cleaning of supply / return diffuser, Cleaning of AC grill once etc.
- 2.3.1.2 **Breakdown Maintenance:** As and when required which includes but not limited to Repair of Compressor & its Motor, Replacement / repair of Fan motor, selector switch, starting capacitor and starting relay and thermostat, Re-filling of gas, Overhauling of complete AC's, Repair of AC remote including replacement if required, Repair of voltage stabilizers. Replacement of Compressor not included.
- 2.4 Maintenance/Repair/Replacement of all the parts and consumables, except compressor shall be under the scope of the contract. Refilling of gas, if required during the contract period shall also be covered under the scope, without any extra cost to the Client.
- 2.5 The defect in the equipment due to any reason shall be covered under the scope. However, in exceptional cases, the decision of Member Secretary, NRPC shall be final.

### **3. QUALIFYING REQUIREMENTS (QR):**

- 3.1 The bidder shall be a registered company under the Indian Companies Act, 1956/ proprietary / partnership firm. Documentary evidence regarding status of the firm shall be submitted along with the technical bid.
- 3.2 The bidder shall have at least one ongoing contracts for the similar works (Maintenance of Window, Split & Ductable type Air conditioners) of value not less than 1.0 Lakh in any Govt. Deptt./ Public sector undertaking. The documentary proof to this effect shall be attached with Technical Bid.
- 3.3 The bidder shall submit, along with the Technical bid, certificate for satisfactory performance in at least two similar works executed in last 3 years of value not less than 1.0 Lakh, each, reckoned from last date of submission of the bid from any Government Department or Public sector undertaking.
- 3.4 Bidder shall have a valid PAN and Service Tax Number. The bidders shall submit copies of the same along with the Technical bid.
- 3.5 The bidder shall have turnover of at least Rs. 15 Lakhs during each of the last three financial years i.e 2013-14, 2014-15 and 2015-16. The documentary evidence in this regard in the form of balance sheet/auditor certificate/income tax return shall be submitted along with the Technical bid.
- 3.6 The Bidder has not been blacklisted by any of the Government Organization(s) / Public Sector Undertaking (s). An undertaking to this effect must be submitted along with the Technical bid.
- 3.7 The bidder must comply with all criteria as mentioned at clause 3.1 to 3.6.The

Non-compliance of any of the criteria shall result in rejection of the bid. Any hiding/misrepresentation of facts shall result in rejection of the bid and forfeiture of Bid Security.

#### **4. PREPARATION AND SUBMISSION OF BID:**

- 4.1 This tender follows two-stage Bidding process. Hence, the Bid must be submitted in a sealed envelop superscribed with “Tender of Comprehensive Annual Maintenance Contract (CAMC) for Air Conditioners (Window, Split & Ductable type) and Water coolers installed in NRPC office, New Delhi ”TENDER NO.: NRPC/SER/305/01/2017/1”, containing two separate sealed envelopes, one superscribed with ‘Technical Bid’ and other superscribed ‘Financial Bid’.
- 4.2 The Technical Bid must be completed in all respects and must contain all information as per this document. Additionally, the following documents must also be attached with the Technical bid:
  - 4.2.1 Bidder information in the format given at Annexure-I.
  - 4.2.2 Demand Draft/Bankers Cheque for Bid Security in compliance to clause 7.1 or a copy of the documentary proof for waiver of the Bid Security in compliance to clause 7.2.
  - 4.2.3 A copy of this tender document signed by the authorised signatory of the bidder on each page.
  - 4.2.4 Power of Attorney as per clause 17.2.
- 4.3 The Bidder shall quote for all the items mentioned in BoQ at Annexure-II, failing which the Bid shall be rejected.
- 4.4 The amount quoted shall only be in Indian rupees.
- 4.5 The quoted unit rate for all the items covered under Annexure-II shall be exclusive of taxes.
- 4.6 The rate quoted by the Bidder shall be firm. Any subsequent revision in the quoted rate shall not be entertained.
- 4.7 All the documents to be submitted along with the bid must be self-certified. The Client reserves the right to verify the documents from original.

#### **5. EVALUATION OF BIDS**

##### **5.1 Preliminary Examination of Technical Bid**

- 5.1.1 The Client will examine the bids to determine their completeness in all respect as per the requirements of this tender document.

##### **5.2 Evaluation of Technical Bid**

- 5.2.1 The Technical Bid shall be evaluated on the basis of the documents submitted by the Bidder.
- 5.2.2 Client reserves the right to reject the bid under any of the following

circumstances:

5.2.2.1 Bid is incomplete and/or not accompanied by all required documents.

5.2.2.2 Bid is not in accordance with the terms and conditions of tender document.

### 5.3 Evaluation of Financial Bid

5.3.1 Financial Bid of only those bidders, whose Technical Bids are found responsive, shall be opened and evaluated.

5.3.2 Evaluation shall be done based on the Total Amount quoted by the Bidder as per Annexure-II.

5.3.3 In case of tie in the Total Amount quoted by the bidders, the Client reserves the right to decide the ranking of the Financial Bid based on draw of lot.

## 6. **BID VALIDITY PERIOD:**

6.1 The Bid must be valid for a period of at least 80 days from the last date of submission of bid.

## 7. **BID SECURITY:**

7.1 The Bidder must deposit Bid Security of Rs. 5,000/- (Rupees five thousand only) in the form of Demand Draft / Bankers Cheque in the favour of "D.D.O., NRPC" payable at New Delhi, from any Nationalised / Scheduled bank.

7.2 In case the Bidder claims for waiver of Bid Security, he shall provide documentary proof for the same along with the copies of relevant Govt. Orders / Guidelines/notifications etc. to establish the claim.

7.3 The original Bid Security / Documentary Proof for waiver of the Bid Security shall be submitted to the Client by the date & time of Bid Opening failing which the bid shall summarily be rejected.

7.4 If the Bid Security is not in compliance to, in all respect, with the requirements as per clause 7.1, the bid shall summarily be rejected.

7.5 No interest shall be payable on the Bid Security amount.

7.6 The Bid Security shall be forfeited if the bidder:

7.6.1 Withdraws its bid during bid validity period.

7.6.2 Hides / mis-represents facts.

7.6.3 Refuses to accept Letter of Award.

7.6.4 Fails to sign the Contract within the stipulated time.

7.6.5 Tampers/ modifies Price Bid Template in any manner.

7.6.6 Found involved in any Corrupt, Collusive, Coercive or Fraudulent Practices.

7.7 The Bid Security of Bidders shall be returned upon signing the Contract with the successful Bidder.

## 8. **SUCCESSFUL BIDDER:**

8.1 On completion of Bid evaluation of Technical & Financial Bids, the Bidder who

meets all qualifying requirements and the bid amount quoted by him is also found the lowest (among only all those who also completely meets all qualifying requirements) would be declared as successful bidder.

**9. LETTER OF AWARD (LoA):**

- 9.1 The successful bidder as defined above will be issued Letter of Award (LoA).
- 9.2 The acceptance of the LoA shall be submitted within 7 (Seven) working days from issue of LoA, failing which the Client reserves the right to cancel the LoA.

**10. PERFORMANCE SECURITY:**

- 10.1 A Performance Security in the form of bank guarantee/Fixed Deposit Receipt from any Nationalized / Scheduled Bank of a value equal to 10% of the total Awarded Value as indicated in the Letter of Award shall be deposited by the bidder within 15 (Fifteen) working days from issue of Letter of Award.
- 10.2 The Performance Security shall be valid for a period of at least three months after expiry of the contract.
- 10.3 The validity of Performance Security shall be extended to cover the extended term of contract, if any.

**11. SIGNING OF CONTRACT:**

- 11.1 The successful bidder shall be required to enter into a contract with Client within 15 (Fifteen) working days from the date of issue of the Letter of Award.

**12. PERIOD OF CONTRACT:**

- 12.1 The contract will be valid for a period of **One year** from the date of signing of the contract. However, the client reserves the right to extend the contract on same Terms & Conditions provided the services of contractor are found satisfactory.
- 12.2 During the entire period of the contract, no request for any increase in the rates on any account will be entertained and the performance will be reviewed from time to time to ensure that it is to the entire satisfaction of the client.
- 12.3 The contractor has to provide service in Client Location at NRPC Secretariat New Delhi.

**13. TERMS OF PAYMENT:**

- 13.1 Payment shall be made pro-rata on quarterly basis at the end of each quarter.
- 13.2 The Contractor shall submit pre-receipted bills in triplicate after completion of each quarter for quarterly charges.
- 13.3 TDS shall be deducted as per applicable Rules from each bill.

#### **14. PENALTY:**

- 14.1 If the complaint is not attended or the fault is not rectified within stipulated time as per clause 17, a penalty of Rs. 200/- (Rupees two hundred only) per day of delay would be levied on that particular complaint.
- 14.2 The provision of standby unit does not absolve the Contractor from the responsibility of repairing the fault early. If after providing the standby equipment, faulty equipment is not rectified and installed back within 15 days from the day of complaint, then penalty of Rs. 200/- (Rupees two hundred only) per day of delay would be levied on that particular complaint.
- 14.3 The penalty amount shall be recovered from Contractor from the amount payable to the Contractor or from security deposit.
- 14.4 The client reserves the right to waive off the penalty on case to case basis.

#### **15. TERMINATION**

- (i) This Agreement shall terminate immediately after expiration of the current term of maintenance agreement or,
- (ii) The Client, without prejudice to any other remedy for breach of Contract, by giving one month written notice to the Contractor, may terminate this Contract in whole or in part, if the Contractor fails to perform any obligation (s) under the Contract.
- (iii) The Client may at any time terminate the Contract by giving one month written notice to the Contractor, if the Contractor becomes bankrupt or otherwise insolvent. In this event, termination will be without compensation to the Contractor, provided that such termination will not prejudice or affect any right of action or remedy, which has accrued or will accrue thereafter to the Client.
- (iv) No payment by the Client shall be made for the remaining period of Contract from the date of the termination of the contract.
- (v) In case of the Termination of the Contract, the Performance Security submitted by the Contractor may be forfeited.

#### **16. FORCE MAJEURE**

The Contractor shall not be liable for any delay of failure of performance of any of its obligations under or arising out of this contract if the failure of delay results from any of the reasons such as Acts of Gods, other Govt. acts, fire, explosion, accident, industrial dispute and the like which renders it impossible or impractical for the Contractor to fulfill its obligations under the agreement.

## 17. GENERAL TERMS AND CONDITIONS (GCC):

- 17.1 The bidders are permitted to submit the Bid on the explicit understanding that they shall not be entitled to resettle unilaterally from their offer or modify the terms and conditions once the same have been received in this office. If the tender after submission is to be withdrawn / amended and / or, any further conditions are imposed by the bidder, the bid security deposited by the bidder shall be forfeited and his name shall be removed from the approved list of firms without prejudice to any other right or remedies.
- 17.2 The person signing the tender document on behalf of the firm or on behalf of the partners shall attach with the tender a proper Power of Attorney duly executed by all the partners, stating that he has the authority to bind such other persons or the firms, as the case may be, in all the matters pertaining to the contract, including the arbitration clause.
- 17.3 The contractor shall ensure that no damage is caused to the equipment/Govt. building in the performance of his services/ any loss suffered therein, will be made good by the contractor.
- 17.4 The client reserves the right to reject any or all the bids without assigning any reasons.
- 17.5 If the firm abandons the work during the currency of this service contract, the client reserves the right to forfeit the Security Deposit and / or the payments of the pending bills.
- 17.6 If the firm fails to render any or all the services as per contract, the client reserve the right to get the services executed at the risk and cost of the firm.
- 17.7 The firm will be responsible for any loss, damage or liability due to lapse on the part of its employees.
- 17.8 In case of any mishap sustained by employee(s) of Contractor of whatsoever nature (minor/major), the Client shall not be responsible. The responsibility of any kind including, granting compensation, if any, on this count shall be that of the Contractor.
- 17.9 The client reserves the right to inspect the quality of work and material to be used for rendering the service.
- 17.10 In case, the firm fails to render satisfactory services, the client reserves the right to take necessary action including termination of the contract.
- 17.11 The client reserves the right to visit the premises of the bidder to assess his capacity and capability to handle such jobs without giving any prior intimation.
- 17.12 The shifting of the equipment for the purpose of maintenance shall be the responsibility of the Contractor.
- 17.13 If the contractor or his employee is found to be involved in any type of security breach or theft etc. then the contractor shall be responsible and appropriate action shall be taken against the contractor as per law.
- 17.14 The complaints shall be rectified by the next **working day** if no replacement of

parts is required, whereas if replacement of any part is required, it shall be rectified within **three working days** reckoned from registering of the complaint.

17.15 In case, the fault cannot be rectified within stipulated time as mentioned above then the standby equipment of good quality and similar specifications shall be immediately provided by the Contractor and the faulty equipment shall be repaired. Information about the standby provided by the Contractor shall be immediately conveyed to the Officer in charge.

17.16 The service engineer of the Contractor shall get 'Gate-Pass' issued from Officer in-charge of the Client for taking out the faulty equipment/accessory/component for repair at their workshop as per the existing security instructions of Home Ministry for the premises. When the item is brought back to Client's premises after repair, it shall be the responsibility of the Contractor to route it through security for necessary entries in their records. Components taken away for outside repair must be returned within 15 days positively and also the same shall be immediately conveyed to the Officer in-charge.

17.17 If the complaint is not attended or the fault is not rectified by the Contractor within stipulated time or the standby equipment has not been replaced by the original equipment within stipulated period, penalty would be levied on that particular complaint, as per Clause 14.

17.18 The contract for all items, to be considered under purview of Comprehensive Annual Maintenance Contract (CAMC), will be awarded on "as is where is basis". The bidder, before submitting bid, may inspect the equipment and fully satisfy about the condition of the equipment and site conditions. **No claim about condition of the equipment under the contract, or the condition of the site, shall be entertained after submission of the bid.**

## **18. ARBITRATION:**

In case of the dispute relating to this contract which may arise during or after the execution of the contract, the arbitrator shall be appointed by the Member Secretary, NRPC whose decision shall be final and binding to both parties. The proceeding of the arbitration shall be carried in jurisdiction of New Delhi Only.

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**BIDDER INFORMATION**

1. Name of the Bidder		
2. Full Address & Contact Details of the Bidder		
3. Name of the Authorized Signatory for this Bid		
4. Bidder's proposal number and date		
5. Name & address of the person to whom all references shall be made regarding this tender:		
(a) Telephone		
(b) Fax No.		
(c) E-mail		
(d) Mobile		
<b>Bidder</b>		
Signature of the Authorized Signatory		
Name:		
Designation:		
Date:		
Company Seal:		
<b>WITNESSES</b>		
	<b>Witness 1</b>	<b>Witness 2</b>
Signature:		
Name:		
Address:		
Date:		

**Financial Bid**

BOQ of the CAMC for Air Conditioners (Window, Split, Ductable type), and Water Coolers installed in NRPC office

S.no.	Description	Quantity	Unit Rate per Year excluding taxes (in Rs.)	Amount Per Year excluding taxes in Figures (in Rs.)
1.	Window type Air-conditioner (1.5 T) of different make and model- LG, Carrier, Voltas, Godrej and Sidwal make along with automatic voltage stabilizer	31 nos.		
2.	Split type Air-conditioner (1.5 T/ 2.0 T) of LG / Voltas make along with voltage stabilizer	23 nos.		
3.	Ductable type Air-conditioner 5 T	4 nos.		
4.	Water coolers (Sidwal make)	2 nos.		
Total Amount (in figures)				
Total Amount (in words)				

**Note:**

- i. The rates shall be quoted **per year basis** and it shall be in Indian Rupee only.
- ii. In case of any discrepancy in the **amount (in Figures)** and **amount (in Words)**, the **amount in Words** shall be considered for evaluation.
- iii. The evaluation shall be based on the **“Total amount (in words)”**.
- iv. The quoted rates shall remain firm.