

TENDER FOR AMC

of

**VRF HVAC SYSTEM INSTALLED AT NSIC OFFICE
BUILDING, SALT LAKE, KOLKATA -700091**



ISO 9001:2015

**THE NATIONAL SMALL INDUSTRIES CORPORATION
LTD.**

***(A Government of India Enterprise)*
SALT LAKE
KOLKATA- 700091**

Website: <http://www.nsic.co.in>

Ref. NSIC/BO/SL/Tender/AC/01/2018-19

Dated: 28.03.2019

M/s.

Sub: - AMC of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.

Sir,

Sealed tenders are invited on behalf of the National small industries corporation for the work of Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 from the experienced agencies in the relevant category of work and who have carried out similar works with Govt. departments/PSU's/MNC's and also from the reputed AC manufacturers or their authorized dealers as per the requirements and details enclosed. The copy of the proof for having carried out similar works in the last financial years should be enclosed with the tender. The detailed bill of quantities is enclosed herewith. Tender format can be obtained from office of NSIC, Salt Lake City, Kolkata – 700091 or can also be downloaded from our website 'www.nsic.co.in'.

There shall be no extension of the deadline of submission of the complete tenders along with EMD and all other required formalities. The Sr. Branch Manager, NSIC Branch Office shall have the authority to cancel the tender process if NSIC does not find a suitable tender. NSIC shall have the right to call for fresh tender in these circumstances, where in prior tenderers shall have the right to participate in the fresh process.

Tender documents in respect of the above mentioned works containing 25 Nos. of pages as detailed on page 4 (Index) are forwarded herewith. ***Please note that tender is to be delivered in the office of the Sr. Branch Manager, NSIC Ltd., Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 up to 12.00 PM on 15.04.2019.***

The above letter shall form part of the **“CONTRACT”** and must be signed and returned along with the tender documents.

The person, signing the tender on behalf of another person or on behalf of firm shall attach with tender a certified copy of the power of attorney on a non-judicial stamp paper of requisite value duly executed in his favour by such person or all the partners of the firm and must state specifically that he has authority to sign such tenders for and on behalf of other person or firm as the case may be, and in all matters pertaining to the contract including arbitration clause.

Yours faithfully

Encl. 25 Pages

Sr. Branch Manager, NSIC Ltd.

Signature of the Contractor with stamp

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091
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THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091

NOTICE INVITING TENDER

NSIC, Salt Lake, Kolkata invites sealed tender in One packet System system (Technical & Financial bid in one envelope) for the work of Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 from the experienced agencies in the relevant category of work and who have carried out similar works with Govt. departments/PSU's/MNC's and also from the reputed AC manufacturers or their authorized dealers as per the requirements and details enclosed.

The details are as summarized below:-

a)	Name of Work:	Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091
c)	Pre-Qualification requirement (PQR) of bidders	Eligibility criteria for the issue of the Tender document are as under: - A) Reputed AC manufacturers or their authorized dealers as per the requirements or their authorized Service providers/contractors/experienced agencies for providing AMCs for air conditioners. B) Should have well established servicing facility in Kolkata. C) Experience of successfully carried out the similar kind of Air Conditioning AMC work within the last five years. NSIC reserve the right to call for documentary proof, if required.
d)	Sale of tender document	The blank tender document can be collected in person from the office of Sr. Branch Manager, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 from 28.03.2019 to 12.04.2019 (except Saturday & Sunday & public holidays) between 10.30 am to 4.30 pm. Alternatively the tender form can be

		downloaded from our web site www.nsic.co.in from 28.03.2019 to 12.4.2019 up to 4.00 pm.
e)	Cost of Tender Document	<p>The tender document can be collected against payment Rs. 500/- (Rupees Five Hundred only) (Non refundable) by way of demand draft/Banker's cheque, in favour of "The National Small Industries Corporation Ltd." payable at Kolkata.</p> <p>In case the tender is down-loaded from website, the tender fee of Rs. 500/- in form of demand draft/bankers cheque from any nationalized Bank/scheduled Bank in India drawn in favor of "The National Small Industries Corporation Ltd", payable at Kolkata shall be enclosed with the Technical bid of the tender while submitting their tender by Tenderer.</p>
f)	Earnest Money Deposit along with tender	Rs.5, 000/- (Rupees Five Thousand only) in the form of demand draft in favor of "The National Small Industries Corporation Ltd." payable at Kolkata shall be submitted along with Technical Bid of the tender while submitting the tender.
g)	Last date of submission of tender	The complete tender in a bigger envelope, containing two small envelopes, in which one envelope containing Technical bid having PQR documents & EMD and Second envelope containing –Financial bid, shall be submitted by 15.04.2019 up to 12:00 hours at the office of Sr. Branch Manager, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.
h)	Date of opening of Technical Bid & Financial Bid (envelope-1)	The envelope containing PQR documents, EMD & Price bid will be opened on 15.04.2019 at 14.30 hours at the office of Sr. Branch Manager, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.

Note:

1. The tenders shall be super scribed with “Tender for Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 located at Kolkata to be submitted in office by 12:00 P.M on **15.04.2019**. to be opened on the same day at 2.30 P.M. Any bid submitted after 12:00 P.M. on **15.04.2019** shall not be considered by NSIC.
2. The Earnest Money in the form of Demand Draft/Pay Order valid for minimum three months from date of publishing of tender on NSIC website, payable in favour of “NSIC LTD, Kolkata”. The GST No. & copy of PAN card of the firm shall be enclosed with the tender. No Cheque are acceptable. Quotations without EMD will be summarily rejected.
3. The tender shall be completed in all respect and should be signed by the Authorized Signatory of Tenderer on all the pages and duly signed all pages of tender shall be placed with Technical Bid. Also the company stamp shall be placed under the signature of person on each and every page of tender document.
4. All the columns of the tender shall be duly, properly and exhaustively filled in. The rates and units shall not be overwritten. The rates shall always be both in figures and words.
5. While applying for the tender document, the intending tenderers shall furnish proof of, experience certificates, works completed/awarded, valid work contract tax /GST No. / VAT/TIN as applicable. Photocopies of the completion certificates/award letters should be submitted along with the tender. Completion certificate issued by the reputed organization / MNC shall also be accepted. In case of certificates issued by the private party, copies of TDS should also be enclosed.
6. Technical bids without Earnest Money will be summarily rejected. Earnest Money Deposit of the unsuccessful bidders will be returned to them after completion of the tendering process.
7. The Tender should be signed on each page, dated and witnessed in all places provided for in the documents; all other papers should be initialed. The Technical bid & financial bid of the bidders will be opened at **2.30 P.M. on 15.04.2019**.
8. The person, signing the tender on behalf of company/firm or on behalf of another person shall attach with tender a certified copy of power of attorney/proper authority on a non-judicial stamp paper of requisite value duly executed in his favour by such person,

company/firm and must state specifically that he has authority to sign such tenders for and on behalf of such person or company/firm as the case may be, and in all matters pertaining to the contract.

9. The bidders having valid registered with NSIC, DIC or Udyog Aadhar shall be exempted from the submission of EMD/Tender cost. However, in case the said registered contractor become L-1, he will have to deposit the security deposit after award of the work. The copy of the said certificate shall also be enclosed with the tender document for availing the benefits.
11. The tenderer must confirm their acceptance of the terms and conditions mentioned herein and the enclosed documents. Each page of the original quotation document should be signed and returned back and this will form a part of the contract.
12. Complete tender document available on our website www.nsic.co.in, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.
13. All the communication with respect to the tender shall be addressed to:

Sr. Branch Manager,
NSIC LTD, NSIC Office Building,
Block – CP, Plot No. 7/7 & 7/8,
Sector – V, Salt Lake City,
Kolkata – 700091

14. Special provision for Micro & Small Enterprises:

Micro and Small Enterprises (MSEs) participating in the tender will be given benefit as per Public Procurement Policy, 2012. Further, the MSEs owned by SC/ST entrepreneurs will also be given benefits as per Public Procurement Policy, 2012

The definition of MSEs owned by SC/ST is as given under:

- a) In case of proprietary MSE. Proprietor shall be SC/ST
- b) In case of partnership MSE, the SC/ST partners shall be holding at least 51% shares in the unit.
- c) In case of Private Limited Companies, at least 51% share shall be held by SC/ST promoters.

Document to claim benefits shall be enclosed along with offer.

Sr. Branch Manager

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091

INSTRUCTION TO THE TENDERERS

Tender notice for Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 with following terms and conditions:-

1. **General Conditions:-**

- 1.1 Tender shall be submitted in official tender form only. If submitted in any other form the same shall be summarily rejected.
- 1.2 The details of Indoor and Out Door units are available in Bill of Quantities.
- 1.3 The service provider shall provide direct service and shall not employ Sub- Contractors.
- 1.3 The Agencies can inspect the site and equipments with the AC Technician after taking prior approval between 10am to 5 pm on all working days. No extra shall be payable for non awareness of the site/equipments conditions and constraints.
- 1.4 Sealed offers are invited for the Annual Maintenance contract of Hitachi make VRF system as per the bill of quantity enclosed at annexure-A.
- 1.5 Corrections, if any in the tender must be attested by the tenderer.
- 1.6 NSIC reserves the right to reject all or any tender wholly or partly without assigning any reason whatsoever.
- 1.7 Late tenders will not be considered and shall be rejected.
- 1.8 Water & Electricity shall be provided at one point free of cost.
- 1.9 The rates quoted should be on FIRM & FIXED basis.

2. **Earnest Money Deposit (EMD)**

- 2.1 The tender should be accompanied with an earnest money deposit of Rs.5,000/- in the form of account payee demand draft in favour of “The National Small Industries Co. Ltd”, payable at Kolkata. No Cheques are acceptable.
- 2.2 Tenders received without prescribed earnest money shall not be considered.

3. **Eligibility conditions**

- 3.1 Bidder should have experience in the service / maintenance of VRV / VRF HVAC in various organizations.
- 3.2 Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing/has provided AMC of VRF / VRV HVAC covered in the tender.
- 3.3 Service providers should furnish PAN, Service provider must have GST Registration & other statutory requirements if any as applicable.
- 3.4 The agency/firm should not have been blacklisted by any Govt. Office.
- 3.5 Self attested copy of documentary proof as required above must be furnished along with technical bid Part-I and in case the required information and documents with the technical bid are not furnished, the tender shall be rejected.

The Tender is consisting of two parts:

PART I- TECHNICAL BID & FINANCIAL BID

4. The technical & financial bids will be opened simultaneously. In selecting technically suitable parties, the decision of NSIC will be final and binding. The Financial bids of only those tenderers will be considered who will be technically qualified. The opened financial bids of the tender who are not fulfilling the eligibility criteria of tender document in respect of work experience, requisite papers will not be considered in any case.
5. Bids prepared by the tenderer shall contain all requisite information along with self attested supporting documents as per details in Technical Bid & Financial bid.
7. The envelope must be super scribed “Tender for Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.

The envelope must be super scribed as:

- i. TENDERER’S NAME & SIGNATURE WITH SEAL

Envelope: The said envelope is for technical bid, financial bid, requisite documents & shall be super scribed as “Tender for Annual Maintenance of VRF HVAC system installed at NSIC Office

Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.

The tender must be placed in a properly sealed envelope addressed to Sr. Branch Manager, NSIC-LTD, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 and the said envelope shall contain two sealed envelopes containing Technical, Financial bids and other requisite documents.

7. The tenders (Technical Bid & financial bid) will be opened at NSIC Ltd. on **15.04.2019 at 14:30 Hours (2.30 pm)**. The Tenderer or their authorized representative (One person only) may be present at the time of opening of the tender.

8. Submission of Tenders:

The tender shall be submitted in sealed envelopes super scribed as “Tender for Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 addressed to the Sr. Branch Manager, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 and same has to be deposited before **12.00 P.M. on 12.04.2019**. The tenders shall be opened on the same day at **2.30 P.M.** in Sr. Branch Manager Office, Kolkata in the presence of such of the tenderers who may wish to be present, either by themselves or through their authorized representatives. The authorized representativs shall be allowed to participate in the process only upon furnishing the proper authorization from the tenderer with proper photo identification.

9. Performance Security: SECURITY DEPOSIT:

- 9.1 On selection, the agency shall be required to deposit 10% of the total cost of work as Security deposit after adjusting the EMD and the same will be refunded after successful completion of the period of AMC as specified in the work order.
- 9.2 The EMD deposited by the successful tenderer shall be converted into security deposit. The EMD of the rest of bidders will be refunded after award of the contract. Security deposit of the above work will be retained by the corporation and the same will be refunded after successful completion of the period of AMC as specified.

10. Nothing extra shall be paid on account of any discrepancy in nomenclature of items. The Tenderer shall seek clarifications if any before submitting the tender.
11. While submitting the tender, any of the prescribed conditions are not fulfilled or are incomplete in any form, the tender are liable to be rejected.
12. Any cutting/over writing etc. in the tender must be signed by the person who is signing the tender.
13. Conditional Tenders would not be accepted, and are liable to be rejected.
14. The Tenderer agrees that the rates submitted shall remain valid for acceptance for a period of 120 days from the date of opening of tender.
15. The contract is initially for a period of 12 months from the date of its award and can be extended for further period of one year on mutual consent on the same rates, terms and conditions. The period of AMC can be extended for another one year based :
 - a.) On satisfactory performance of the contractor of AMC of previous year.
 - b.) On mutual agreement/contract.
16. The tenderers must thoroughly inspect the systems and furnish their quotes in —**as is where is** condition.
17. The financial bids of the participants which are found to meet all the requirements as specified in the Technical Bid will alone be opened on a date which will be communicated at the appropriate time. Only the authorized representative of the firms will be present during the opening of technical and financial bids.
18. After opening of technical bids, if necessary a technical team may inspect the infrastructure of the firm for verification and further action.
19. Complete tender document available on our website www.nsic.co.in, any further corrigendum/addendum to this tender document shall be made available on aforesaid website. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.

20. In the event of any dispute the legal matter shall be subjected to the jurisdiction of Kolkata Court only.

21. All the communication with respect to the tender shall be addressed to:

Sr. Branch Manager ,
NSIC-LTD, Block – CP,
Plot No. 7/7 & 7/8, Sector – V,
Salt Lake City, Kolkata – 700091

We hereby confirm our acceptance to the instructions (S.No-1 to 21 above) as given above.

SIGNATURE OF THE CONTRACTOR

GENERAL CONDITIONS OF CONTRACT

1. Corporation shall mean ‘The National Small Industries Corporation Ltd. (A Government of India Enterprise) ‘NSIC Ltd., Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091 and shall include their legal representatives, successors and permitted assigns.
2. The bids should be valid in the case of all the tenders for at least 04 months from the date of opening of the tender. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
3. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer-in – Charge.
4. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
5. The Contractor shall inspect and examine the Site and its surrounding and shall satisfy himself before submitting his tender as to the nature of the Site, the quantities and nature of works and material necessary for the providing the services.
6. The Contractor shall be deemed to have satisfied himself before tendering as to the Correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall except as otherwise provided, cover all his obligations under the contract and all matters and things necessary for the proper completion and maintenance of the Works.
7. **TAKING OVER AIR CONDITIONERS FOR AMC CONTRACT**
 - All the outdoor / indoor units of VRF HVAC shall be taken from the department on “as and where installed” basis in running condition.
 - The contractor shall ensure that all Indoor / outdoor units of VRF HVAC are in proper working conditions at the time of taking over.

- After completion of the contract, contractor shall hand over the system in perfect running condition (complete in all respects as per inventory) to the department.

8. Commencement of Work

The Contractor is required to start the work within 10 days from the date of award / date of communication of acceptance of the tender. In case it is found that the work has not been taken up within ten days from the date of acceptance of the tender or issue of the work order, the NSIC may cancel the work order and forfeit the Security Deposit, deposited along with tender without any reference to the Contractor.

9. DURATION OF CONTRACT :

The contract would be initially for a period of 12 months from the date of commencement of work. It can be extended further period of one year on the same terms and conditions, if both parties desire/agree.

10. Renewal of the contract

After expiry of the AMC of 12 months, the agency/contractor may be required to provide AMC services for subsequent year also which can be extended further on satisfactory performance of the previous year of the contract.

11. The rates of AMC shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects, valid for a period of one year from the date of award of contract.
12. The tenderer shall take into account basic price, cost of labour, T&P, taxes as applicable, conveyance / cartage etc. before quoting the rates. No extra claim what so ever in this regard shall be entertained. Parties are required to quote there Pan No., Tin No, Service Tax no, GST registration.
13. The tenderer shall quote the rates in the enclosed “BOQ of VRF HVAC System in annexure “A” only.

14. PAYMENT TERMS AND CONDITIONS:

- The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with PAN number, raised by

the agency and based on past performance. TDS, Service Tax, WCT and any other tax as applicable as per prevailing rates will be deducted before making the payment. Quarter shall mean three months.

- The maintenance charges quoted by the agency per item is on yearly basis inclusive of all taxes and levies applicable. No escalation of prices shall be permitted on any ground.
- The AMC premium will be released quarterly at the end of each quarter on production of bill and service reports duly signed by the Engineer in charge or any other authorised staff of the NSIC Ltd. Kolkata.
- This is the sole responsibility of the contractor to submit the service reports of scheduled / breakdown service report at the time of submission of bill.

15. Security Deposit:

Total security deposit shall be 10 % of the accepted tender cost and shall be deposited by the contractor within ten (10) days of receipt of the letter of intent/notification of acceptance of the tender by him. The earnest money deposited shall be converted into initial security deposit.

All compensation or other sums of money payable by the contractor under the terms of this Contract or any other Contract or any other account whatsoever may be deducted from the security deposit.

Refund of Security deposit: Security deposit refundable without interest to the Contractor shall be refunded to the Contractor on the Engineer-In-Charge certifying in writing that the AMC period of 12 months has been completed satisfactorily.

Security Deposit will be forfeited in the event of the contract offered in full or in part not being fulfilled by the Tenderer/Contractor.

SSI units registered with the NSIC under its Single Point Registration Scheme will be exempted from submission of Security Deposit.

16. Labour:-

a.) The Contractor shall employ its labour in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the Engineer-in-Charge. The Contractor shall not

employ in connection with the Works any person who has not completed eighteen years of age.

b.) All the workers or employees deployed by the contractors shall be considered the employees of contractor and corporation shall not have any liability what so ever in nature in regard to such workers/employees.

c.) The Contractor shall pay to labour employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.

d.) The Contractor shall in respect of labour employed by him or his sub-contractor comply with or cause to be complied with the Contractor Labour Regulation in regard to all matters provided therein.

e.) The Contractor shall comply with the provisions of the payment of Wages Act, 1936, Minimum Wages Act, 1948, Employers' Liability Act, 1938. Workmen's Compensation Act, 1923, Industrial Disputes Act, 1947, Maternity Benefit Act, 1970 or any modification thereof or any other law relating thereto and rules made there under from time to time.

f) The Contractor shall indemnify and keep indemnified the Corporation against:

i) Any claim arising out of third party loss/ damage to life or property caused by/ during execution of the work.

ii) Any claim arising out of loss/ damage to the workmen engaged by the contractor during execution of the work.

iii) Any claim due to non-compliance of applicable PF/ Labour laws, ESI regulations etc.

17. Income Tax/WCT/VAT

Income tax including surcharge if any, at the prevailing rate shall be deducted from the Contractor's bills as per the provision of Income Tax Act. The Contractor shall ascertain from the concerned commercial tax department regarding the applicability of Works Contract Tax / VAT/TIN. Necessary deductions will be made from the contractor's bill as applicable.

18. REVIEW OF CONTRACT:

The performance of the firm shall be reviewed in every quarter and if the performance is not found satisfactorily, the contract will be terminated by giving on 15 days notice.

19. Tool and Plants:

The required tools and plants for carrying out the work shall have to be arranged by the Contractor at his cost and no tools will be arranged by NSIC. The Contractor shall keep all required tools at site.

20. All the liabilities regarding EPF or ESI of the labours/workmen engaged at the work, wherever applicable as per the prevailing Central or State government norms, shall be borne by the contractor. Corporation shall not be responsible for any liability/claims whatsoever in this regard. Further as and when demanded by the Corporation, the contractor shall submit the proof of deductions/ deposits of such liabilities of their labors/ workmen engaged in the work to the Corporation. In case of default, the Corporation may deduct the payments against these liabilities from the bills of the contractor or may stop the payment of the bill till such time until the compliance is proved y the contractor.

21.**MOBILISATION ADVANCE:** No mobilization advance whatsoever shall be paid for carrying out this work.

22.**ARBITRATION AND LAWS** In the event of any dispute, the same shall be referred to the sole arbitration of Chairman-Cum-Managing Director, New Delhi of the Corporation or such officer he may appoint to be the arbitrator. There would be no objection that the Arbitrator is an employee of the Corporation or that he had to deal with the matter to which this tender relates is that in the course of his duties as an employee of the Corporation, he has expressed his views or all or any of the matters in dispute or differences. The award of the officer so appointed by him shall be final and binding on the tenderers. The venue of Arbitration is at Kolkata only. The award of the arbitrator shall be final, conclusive and binding on all parties to this contract. The cost of arbitration shall be borne by the parties to the dispute, as may be decided by the arbitrator(s).

Sr. Branch Manager

SIGNATURE OF THE CONTRACTOR

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091
(Undertaking from Tenderer)

To,
Sr. Branch Manager
NSIC- LTD, BLOCK – CP,
PLOT NO. 7/7 & 7/8, SECTOR – V
SALT LAKE CITY
Kolkata - 700091

Sir,

Name of work :	Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.
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Dear Sir,
HAVING EXAMINED AND PERUSED THE FOLLOWING
DOCUMENTS

Notice Inviting Tender
Instruction to the Tenderer
General Conditions of Contract
Format & Requirement for submitting Technical Bid
Format & Requirement for submitting Financial Bid
Technical Specifications of items for which tender issued

I/Wedo hereby submit tender for
“Annual Maintenance of VRF HVAC system installed at NSIC Office
Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City,
Kolkata – 700091., as per the quoted rate and in all respects in
accordance with the conditions applicable.

I/We enclose herewith a Bank Draft /Pay Order for Rs. 5,000/- as
Earnest money. I am aware that the Earnest Money will not bear
any interest.

If this tender is accepted, I/We agree to abide by and fulfill all the
terms and provisions in the tender documents and agree to enter

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091

DECLARATION

(To be given by Tenderer at the time of submission of complete tender)

**Name of work: “Annual Maintenance of VRF HVAC system installed
NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8,
Sector – V, Salt Lake City, Kolkata – 700091.**

I/We have read the Tender documents and related matters carefully and diligently and that I/We have submitted the tender after having studied, understood and accepted the full implications of the agreement.

The requirements of the tender agreement as stated above will be fulfilled by me/us to the satisfaction of the NSIC.

Tenderer:

Seal:

(Authorized Signatory):
(To be submitted along with the tender document)

Enclosures: (Details shall be given for the documents attached)

- 1.
- 2.
- 3.
- 4.

THE NATIONAL SMALL INDUSTRIES CORPORATION LTD.
(A GOVT OF INDIA ENTERPRISE)
BLOCK – CP, PLOT NO. 7/7 & 7/8, SECTOR – V, SALT LAKE
CITY KOLKATA – 700091

SCOPE OF WORK

The AMC shall be Non-Comprehensive in nature. The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance services which cover periodic and break down servicing, along with replacement of defective spare parts, including compressor and other consumables, if required during the contract period. However, any part required for rectification of fault will be provided by NSIC. The scope of the work under AMC inclusive the following:

- a.) 4 (Four) routine services in a year.
- b.) Immediate attendance of break down, if any.
- c.) Repairing of leakage, refrigerant Gas charging, if necessary.
- d.) Replacement of parts viz. Compressor, Fan Motor, PCB, Magnetic Switch, Transformer and other electrical parts of AC.
- e.) Setting of central controller whenever required.
- f.) Air Filter, Sheet Metal parts, Evaporator coils, Condenser Coil Circuit Breaker, Front grill assembly / plastic cover / panel, Circuit Breaker (MCB), Remote Handset, Voltage stabilizer.
- g.) Any spare parts, gas etc. will be provided by the Corporation. However, the labour will be the part of the AMC contract and nothing will be paid extra on the account of labour required for any rectification.
- h.) It shall be responsibility of the contractor to hand over the all AMC awarded VRV/VRF HVAC units to NSIC in working condition at the expiry of the Contract period.

5. **VRV/VRF HVAC:**

- **Time schedule and periodicity of work**
Work to be carried out quarterly:

04 Servicing shall be done in a year on quarterly basis without disturbing the normal functioning of the office.

Quarterly Preventive Maintenance shall include the following:

- Checking motor.
- Cleaning of blower and condenser fan, Indoor Units.
- Cleaning the evaporator and condenser coils
- Cleaning the equipment, filters.

- Checking and tightening of nuts & bolts
- Checking cooling efficiency

Break-down service (BDS):

Breakdown calls shall be attended to immediately and a record of such service, duly acknowledged by the person in charge of the location of the air-conditioner, shall be maintained. Breakdown service will include replacement of genuine spares.

6. **The penalty amount per complaint will be as follow:**

- i) Not Attending of fault / visit to site within 24 Hrs @ Rs. 500/- per day.
- ii) Faults viz. motors, gas filling etc. not rectified within 48 hours (After the releasing of spare parts by NSIC) @ Rs 500/- per day.
- iii) The repairing / replacement of compressor, repairing / replacement of cards (all types). After the releasing of spare parts by NSIC) if not done within 192 Hrs. @ Rs. 1000/- per day.
- iv) Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- v) Any damage resulting to the system on account of the negligence or mall- operation shall be made good by the contractor. Nothing extra will be paid for such work.
- vi) The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the Engineer- in – charge of the department and any expenditure incurred therein for alternative arrangements by the Engineer-in-charge shall be recovered from the contractor.
- vii) At the time of acceptance of the tender, the contractor shall furnish the details of staff members along with contact details to the corporation who will look after maintenance work of AC's.

7. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer–in – Charge. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.

8. Proper reports of preventive and breakdown maintenance of VRV/VRF system shall be prepared and shall be signed by Engineer – in – charge of NSIC.

9. Transportation of Air-Conditioner Units from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider.
10. The Service Provider is responsible for the payment of Minimum Wages (under Central Act) to the personnel deployed by it. The Service Provider is also responsible for compliance of the provisions of all the statutes applicable in its case.
11. **Cancellation of Contract**
In cases of poor workmanship and non-compliance of tender/agreement or services provided by the contractor are not found to be satisfactory, the contract shall be terminated by the department by giving 10 days notice even before the expiry of contract period and shall be forfeited the security deposit without assigning any reason what so ever.

Annexure-“A”

FINANCIAL BID

BOQ for the Rate for Annual Maintenance of VRF HVAC system installed at NSIC Office Building, Block – CP, Plot No. 7/7 & 7/8, Sector – V, Salt Lake City, Kolkata – 700091.

S.No.	Description of Out Door Unit	Total HP Capacity	Rate (Rs.) per HP	Amount (Rs.)
1.	Hitachi make VRF Out door units Associated Indoor Units: 1.) 2HP-09 Nos. 2.) 3HP-26 Nos. 3.) 4 HP-17 Nos. 4.) 5 HP-08 Nos.	188 HP		
Taxes (SGST / CGST)				
Total Amount (Rs.) inclusive GST				

Total Amount in words: -.....

Note: The above AMC is Non-Comprehensive in nature. The bidders are requested to quote the rates as per the scope of work mentioned above.

Seal & Sign. Of the Agency