

NATIONAL INSTITUTE OF RURAL DEVELOPMENT & PANCHAYATI RAJ
(Ministry of Rural Development, Government of India)
Rajendranagar – Hyderabad 500 030

e-tender for
“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.”

1. Online bids are invited from approved and eligible contractors of CPWD and those on appropriate list of P&T, MES, Railways and State PWD or manufacturers or its authorized dealers or who are having similar experience in Air Conditioners AMC's in the same field.

Bidding document No:EE/NIRD/20-21/NIT/13	EMD for Rs 20,000/-
Bid document download/sale start date & Time	Bid submission due date and time
Publishing date: 09.02.2021 03.00 PM	18.02.2021 Up to 3.00 PM

2. The detailed Nit along with qualification criteria, EMD bidding document etc can be viewed/Downloaded from any of the given website: <http://eprocure.gov.in/eprocure/app>. Bidders are required to upload and submit their E-bid on Central Public Procurement Portal only. All amendments, time extension, clarification etc., will be uploaded in the website only and will not be published in newspapers. Bidders should regularly visit website to keep themselves updated.

F.No:
Dated:

Executive Engineer
NIRD&PR Hyderabad-30

NATIONAL INSTITUTE OF RURAL DEVELOPMENT & PANCHAYATI RAJ
(Ministry of Rural Development, Government of India)
Rajendranagar – Hyderabad 500 030

e-Tender for **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.”**

1. Online bids are invited under stage two bid system for the AMC for **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.”**

2. Tender documents may be downloaded from NIRD&PR website <http://eprocure.gov.in/eprocure/app>. as per the schedule as given in Critical date sheet as under:

CRITICAL DATE SHEET

Published date	09.02.2021 03.00 PM
Bid document download/ sale start Date	09.02.2021 03.00 PM
Clarification start date	09.02.2021 03.00 PM
Clarification end date	17.02.2021 03.00 PM
Bid submission start date	09.02.2021 03.00 PM
Bid submission end date	18.02.2021 03.00 PM
Technical Bid opening date	19.02.2021 03.00PM

3. Bids shall be submitted online only at CPPP website <http://eprocure.gov.in/eprocure/app>.
4. Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s) / director(s) are common be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.
5. Applicant contractor must provide demand draft for Rs.20,000 (Rupees twenty thousand only) (to be purchased on or after publication date of this tender) in favour of NIRD, Rajendranagar, Hyderabad 500 030 and payable at Hyderabad obtained from any Nationalized/ scheduled bank with their application/ downloaded tenders towards Earnest

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Money Deposit. All applicable bank charges shall be borne by the applicant and he shall not have any claim what so ever on this account on government.

6. The Hard Copy of original instruments i.e. Demand Draft in respect of earnest money deposit, other documents must be delivered to the Executive Engineer, NIRD, Rajendranagar, Hyderabad 500 030 on or before bid opening date/ time as mentioned in critical date sheet Tenderer shall likely to be liable for legal action for non-submission of original payment instrument like DD etc. against the submitted bid.
7. Bids will be opened online as per date/ time as mentioned in the Notice Inviting Tender at Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app.>) after online opening of Technical-Bid the results of their qualification as well price bid opening will be intimated later.

Submission of Tender:

The tender shall be submitted online in two parts viz., technical bid and financial bid. The offers submitted by telegram/ Fax/ email shall not be considered. No correspondence will be entertained in this matter.

Instructions for Online Bid Submission:

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL <http://eprocure.gov.in/eprocure/app.>). The bidders are required to submit soft copies of their bids electronically on the CPP portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <http://eprocure.gov.in/eprocure/app.>

Registration:

1. Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL <http://eprocure.gov.in/eprocure/app.>) by clicking on the link” **Online Bidder Enrollment**” on the CPP Portal is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. Bidders are advised to register their valid e-mail address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
4. Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any

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Certifying Authority recognized by CCA India (e.g. Sify/ TCS /nCode /eMudhra etc.), with their profile.

5. Only one valid DSC should be registered by the a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
6. Bidder then logs in to the site through the secured log-in by entering their user
7. There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date value etc. there is also an option of advanced search for tenders wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date other keywords etc to search for a tender published on the CCP Portal.
8. Once the bidders have selected the tenders they are interested in they may download the required documents / tender schedules. These tenders can be moved to the respective "My Tenders" folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
9. The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the helpdesk.

Preparation of Bids

1. Bidder should take into account any corrigendum published on the tender document before submitting their bids.
2. Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
3. Bidder, in advance should get ready the bid documents to be submitted as indicated in the tender document/ schedule and generally, they can be in PDF/ XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
4. To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (i.e. PAN Card copy, annual reports, auditor certificates etc) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Spare" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.
5. Bidder should log into the site well in advance for bid submission so that he / she upload

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the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

6. The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
7. Bidder as to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
8. Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/ couriered/ given in person to the Tender Processing section, latest by the last date of bid submission. The details of the DD/ any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
9. A standard price bid format has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the file and quote the amount on hard copy. Once the details have been completed, the bidder should submit it online in form of soft copy, if the file is found to be modified by the bidder, the bid will be rejected.
10. The server time (which is displayed on the bidders dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should flow this time during bid submission.
11. All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive field is done.
12. The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
13. Upon the successful and timely submission of bids, the portal will give a successful bid submission message and a bid summary will be displayed with the bid no and the data and time of the bid with all other relevant details.
14. The bid summary has to be printed and kept at an acknowledgement of the submission of the bid opening meetings.

Assistance to Bidders:

1. Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person.
2. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24 x 7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

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Part 1 : (Technical Bid)

The following documents are to be furnished by the Contactor in 1st Cover as per the tender document.

1. Scanned copy of Contractor Registration certificate from CPWD,PWD, Railway, MES,
2. Scanned copy of Income Tax/ Pan card
3. Scanned copy of GST Registration
4. Scanned copy of the Demand Draft for Rs.20,000 towards Earnest Money Deposit (EMD).
5. Scanned copies of similar experience certificates issued by previous clients.

The original demand draft towards Earnest Money Deposit and hard copy of the above documents should be submitted on or before bid submission closing date and time to Executive Engineer, NIRD&PR, Hyderabad.

1. The description of the work is as follows
 - i. **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings”** Copies of other drawings and documents pertaining to the works will be open for inspection by the tenderers at the office of the above mentioned officer. Tenderers are advised to inspect and examine the site and its surroundings and satisfy themselves before submitting their tenders as to the nature of the ground and sub-soil (so far as is practicable), the form and nature of the site, the means of access to the site, the accommodation they may require and in general shall themselves obtain all necessary information as to risks, contingencies and other circumstances which may influence or affect their tender. A tenderer shall be deemed to have full knowledge of the site whether he inspects it or not and no extra charges consequent on any misunderstanding or otherwise shall be allowed. The tenderer shall be responsible for arranging and maintaining at his own cost all materials, tools & plants, water, electricity access, facilities for workers and all other services required for executing the work unless otherwise specifically provided for in the contract documents. Submission of a tender by a tenderer implies that he has read this notice and all other contract documents and has made himself aware of the scope and specifications of the work to be done and of conditions and rates at which stores, tools and plant, etc. will be issued to him by the Government and local conditions and other factors having a bearing on the execution of the work.
 - ii. The competent authority on behalf of does not bind himself to accept the lowest or any other tender, and reserves to himself the authority to reject any or all of the

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- tenders received without the assignment of a reason. All tenders, in which any of the prescribed conditions are not fulfilled or any condition including that of conditional rebate is put forth by the tenderer shall be summarily rejected.
- iii. Canvassing whether directly or indirectly, in connection with tenders is strictly prohibited and the tenders submitted by the contractors who resort to canvassing will be liable to rejection.
 - iv. The competent authority on behalf of Director General, NIRD reserves to himself the right of accepting the whole or any part of the tender and the tenderer shall be bound to perform the same at the rate quoted.
 - v. The contractor shall not be permitted to tender for works in the NIRD (responsible for ward and execution of contracts) in which his near relative is posted as Divisional Accountant or as an officer in any capacity between the grades of Superintending Engineer and Junior Engineer (both inclusive). He shall also intimate the names of persons who are working with him in any capacity or are subsequently employed by him and who are near relatives to any Gazetted officer in the National Institute of Rural Development or in the Ministry of Rural Development. Any breach of this condition by the contractor would render him liable to be removed from the approved list of contractors of this Department.
 - vi. No Engineer of Gazetted rank or other Gazetted officer employed in Engineering or Administrative duties in an Engineering Department of the is allowed to work as a contractor for a period of two years after his retirement from Government service, without the previous permission of the in writing. This contract is liable to be cancelled if either the contractor or any of his employees is found any time to be such a person who had not obtained the permission of the as aforesaid before submission of the tender or engagement in the contractors service.
 - vii. The tender for the works shall remain open for acceptance for a period of sixty days from the date of opening of tenders. If any tenderer withdraws his tender before the said period or issue of letter of acceptance which ever is earlier or makes any modifications in the terms and conditions of the tender which are not acceptable to the department, then the Government shall, without prejudice to any other right or remedy, be at liberty to forfeit 50% of the said earnest money as aforesaid.
 - viii. This Notice Inviting Tender shall form a part of the contract document. The successful tenderer / contractor, on acceptance of his tender by the Accepting Authority, shall, within 60 days from the stipulated date of start of the work sign the contract consisting of: -
 - a) The notice inviting tender, all the documents including additional conditions, specifications and drawings, if any, forming the tender as issued at the time of invitation of tender and acceptance thereof together with any correspondence leading thereto.
 - b) Standard C.P.W.D. Form – 8
 - ix. For composite tenders the tenderer must associate with himself agencies of the appropriate class eligible to tender for the other components individually.
 - It will be obligatory on the part of the tenderer to sign the tender document for all the components (The schedule of quantities, conditions and special conditions etc.)

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- After the work is awarded, the contractor will have to enter into separate agreement for each component with the officer concerned.
- The Executive Engineer in charge of the major component will call tenders for the composite work. The cost of tender document and earnest money will be fixed with respect to the combined estimated cost put to tender for the composite tender. Security deposit will be worked out separately for each component corresponding to the estimated cost put to tender for the composite tender. The earnest money will become part of the security deposit of the major component of work.
- On acceptance of the composite tender by the competent authority, the letter of award will be issued by the Executive Engineer-in-charge of the major component on behalf of the DG, NIRD, making it clear in the letter of award that the contractor will have to execute separate agreements for different components of work with the concerned officers of the respective discipline (Designation to be given).

General rules and directions:

1. All work proposed for execution by contract will be notified in a form of invitation to tender pasted in public places and signed by the officer inviting tender or by publication in News papers as the case may be.
2. This form will state the work to be carried out, as well as the date for submitting and opening tenders and the time allowed for carrying out the work, also the amount of earnest money to be deposited with the tender, and the amount of the security deposit to be deposited by the successful tenderer and the percentage, if any, to be deducted from bills. Copies of the specifications, designs and drawings
3. and any other documents required in connection with the work signed for the purpose of identification by the officer, inviting tender shall also be open for inspection by the contractor at the office of officer inviting tender during office hours.
4. In the event of the tender being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorising him to do so, such power of attorney to be produced with the tender, and it must disclose that the firm is duly registered under the Indian Partnership Act, 1952.
5. Receipts for payment made on account of work, when executed by a firm, must also be signed by all the partners, except where contractors are described in their tender as a firm, in which case the receipts must be signed in the name of the firm by one of the partners, or by some other person having due authority to give effectual receipts for the firm.
6. Any person who submits a tender shall fill up the usual printed form, stating at what rate he is willing to undertake each item of the work. Tenders, which propose any alteration in the work specified in the said form of invitation of tender, or in the time allowed for carrying out the work, or which contain any other condition of any sort including conditional rebates, will be summarily rejected. No single tender shall include more than one work, but contractors who wish to tender for two or more works shall submit separate tender for each. Tender shall have the name and number

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- of the works to which they refer, written on the envelopes.
7. The rate[s] must be quoted in decimal coinage. Amounts must be quoted in full rupees by ignoring fifty paise and considering more than fifty paise as rupee one.
 8. The officer inviting tender or his duly authorized assistant, will open tenders in the presence of any intending contractors who may be present at the time, and will enter the amounts of the several tenders in a comparative statement in a suitable form. In the event of a tender being accepted, a receipt for the earnest money forwarded therewith shall thereupon be given to the contractor who shall thereupon for the purpose of identification sign copies of the specifications and other documents mentioned in Rule-1. In the event of a tender being rejected, the earnest money forwarded with such unaccepted tender shall thereupon be returned to the contractor remitting the same, without any interest.
 9. The officer inviting tenders shall have the right of rejecting all or any of the tenders and will not be bound to accept the lowest or any other tender.
 10. The receipt of an accountant or clerk for any money paid by the contractor will not be considered as any acknowledgement or payment to the officer inviting tender and the contractors shall be responsible for seeing that he procures a receipt signed by the officer inviting tender or a duly authorised Cashier.
 11. The memorandum of work tendered for and the schedule of materials to be supplied by the department and their issue-rates, shall be filled and completed in the office of the officer-inviting tender before the tender form is issued. If a form is issued to an intending tenderer without having been so filled in and incomplete, he shall request the officer to have this done before he completes and delivers his tender.
 12. The tenderers shall sign a declaration under the officials Secret Act, 1923, for maintaining secrecy of the tender documents drawings or other records connected with the work given to them. The unsuccessful tenderers shall return all the drawings given to them.
 13. In the case of item Rate Tenders, only rates quoted shall be considered. Any tender containing percentage below/above the rates quoted is liable to be rejected. Rates quoted by the contractor in item rate tender in figures and words shall be accurately filled in so that there is no discrepancy in the rates written in figures and words. However, if a discrepancy is found, the rates which correspond with the amount worked out by the contractor shall unless otherwise proved be taken as correct. If the amount of an item is not worked out by the contractor or it does not correspond with the rates written either in figures or in words then the rates quoted by the contractor in words shall be taken as correct. Where the rates quoted by the contractor in figures and in words tally but the amount is not worked out correctly, the rates quoted by the contractor will unless otherwise proved be taken as correct and not the amount.
 14. In the case of any tender where unit rate of any item/items appear unrealistic, such tender will be considered as unbalanced and in case the tenderer is unable to provide satisfactory explanation such a tender is liable to be disqualified and rejected.
 15. All rates shall be quoted on the tender form. The amount for each item should be worked out and requisite totals given. Special care should be taken to write the rates in figures as well as in words and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in

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words. In case of figures, the word "Rs" should be written before the figure of rupees and word "P" after the decimal figures, e.g. "Rs.2.20P" and in case of words, the word, "Rupees" should precede and the word "Paise" should be written at the end. Unless the rate is in whole rupees and followed by the word "only" it should invariably be up to two decimal places. While quoting the rate in schedule of quantities, the work "only" should be written closely following the amount and it should not be written in the next line.

16. The contractor shall submit an irrevocable performance guarantee of 5% (five percent) of the tendered amount in addition to the other deposits mentioned elsewhere in the contract for proper performance of the agreement (not withstanding and / or without prejudice to any other provisions in the contract) within 60 days of issue of letter of intent. This guarantee shall be in the form of government securities or fixed deposit receipts or guarantee bonds of any scheduled bank or the state bank of India, in accordance with the form annexed hereto.
17. The contractor whose tender is accepted, will be required to furnish by way of Security Deposit for the fulfillment of his contract, an amount equal to 5 % of the tendered value of the work. The Security deposit will be collected by deductions from the running bills of the contractor at 10% of the gross amount of each running bill till the sum along with sum already deposited as earnest money will amount to security deposit equal to 5% of the tendered value of the work [Bank Guarantee, is not to be accepted as Security deposit.]
18. On acceptance of the tender, the name of the accredited representative[s] of the contractor who would be responsible for taking instructions from the Engineer- in-Charge shall be communicated in writing to the Engineer-in-Charge.
19. Sales-tax, purchase tax, turnover tax or any other tax on material in respect of this contract shall be payable by the contractor and Government will not entertain any claim whatsoever in respect of the same.
20. The contractor shall give a list of both gazetted and non-gazetted C.P.W.D.&NIRD employees related to him.
21. The tender for the work shall not be witnessed by a contractor or contractors who himself/themselves has/have tendered or who may and has/have tendered for the same work. Failure to observe this condition would render, tenders of the contractors tendering, as well as witnessing the tender, liable to summary rejection.
22. The tender for composite work includes in addition to building work all other works such as sanitary and water supply installations drainage installation, electrical work, horticulture work, roads and paths etc. The tenderer apart from being a registered contractor [B & R] of appropriate class, must associate himself with agencies of appropriate class which are eligible to tender for sanitary and water supply drainage, electrical and horticulture works in the composite tender.
23. The contractor shall submit list of works, which are in hand [progress] in the following form :-

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Name of work	Name & particulars of Division where work is being executed	Value of work	Position of works in progress	Remarks
1	2	3	4	5

24. The contractor shall comply with the provisions of the Apprentices Act 1961, and the rules and orders issued there under from time to time. If he fails to do so, his failure will be a breach of the contract and the Superintending Engineer/Executive Engineer may in his discretion without prejudice to any other right for remedy available in law cancel the contract. The contractor shall also be liable for any pecuniary liability arising on account of any violation by him of the provisions of the said Act.

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CPWD – 8.
National Institute of Rural Development & Panchayati Raj

State: **Telangana**

Division: **MU, NIRD**

Item Rate Tender & Contract for the work

Tender for the work of : **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.”**

- i) To be submitted by 3.00 P.M. on 18.02.2021 to The Executive Engineer,
- ii) To be opened in presence of tenderers who may be present at 3.00 P.M on 19.02.2021 in the office of the Executive Engineer, CMU, NIRD, Hyderabad.

Issued to _____

Signature of the issuing authority

(Contractor)

Executive Engineer

CMU,NIRD

Hyderabad

Date of issue:

Corrections Interpolations Over writing EE

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INTEGRITY PACT

To,

.....,
.....,
.....

Sub: NIT No. -----

for the work of:

1. **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.”**

Dear Sir,

It is here by declared that NIRDPR is committed to follow the principle of transparency, equity and competitiveness in public procurement.

The subject Notice Inviting Tender (NIT) is an invitation to offer made on the condition that the Bidder will sign the integrity Agreement, which is an integral part of tender/bid documents, failing which the tenderer/bidder will stand disqualified from the tendering process and the bid of the bidder would be summarily rejected.

This declaration shall form part and parcel of the Integrity Agreement and signing of the same shall be deemed as acceptance and signing of the Integrity Agreement on behalf of the NIRDPR.

Yours faithfully

Executive Engineer

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Form of Earnest Money Deposit (Bank Guarantee Bond)

WHEREAS, contractor..... (Name of contractor) (hereinafter called "the contractor") has submitted his tender dated(date) for the construction of.....(name of work) (hereinafter called "the Tender")

KNOW ALL PEOPLE by these presents that we Registered office at
.....(hereinafter called "the Bank") are bound unto Executive Engineer, NIRDPR Hyderabad in the sum of Rs..... (Rs. In words.....) for which payment well and truly to be made to the said Executive Engineer NIRDPR, Hyderabad the Bank binds itself, his successors and assigns by these presents. SEALED with the Common Seal of the said Bank thisday of 20 THE CONDITIONS of this obligation are:

- (1) If after Technical Bid opening of tender; the Contractor withdraws, his tender during the period of validity of tender (including extended validity of tender) specified in the Form of Tender;
- (2) If the contractor having been notified of the acceptance of his tender by the Executive Engineer, NIRDPR Hyderabad-500030
- (3) fails or refuses to execute the Form of Agreement in accordance with the Instructions to contractor, if required;
- (4) OR
- (5) fails or refuses to furnish the Performance Guarantee, in accordance with the provisions of tender document and Instructions to contractor,
- (6) OR
- (7) fails or refuses to start the work, in accordance with the provisions of the contract and Instructions to contractor,
- (8) OR
- (9) fails or refuses to submit fresh Bank Guarantee of an equal amount of this Bank Guarantee, against Security Deposit after award of contract.

We undertake to pay to the Executive Engineer NIRDPR, Hyderabad either up to the above amount or part thereof upon receipt of his first written demand, without the Executive Engineer NIRDPR, Hyderabad having to substantiate his demand, provided that in his demand the Executive Engineer, NIRDPR, Hyderabad will note that the amount claimed by him is due to him owing to the occurrence of one or any of the above

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conditions, specifying the occurred condition or conditions.

This Guarantee will remain in force up to and including the date* after the deadline for submission of tender as such deadline is stated in the Instructions to contractor or as it may be extended by the Executive Engineer, Hyderabad, notice of which extension(s) to the Bank is hereby waived. Any demand in respect of this Guarantee should reach the Bank not later than the above date.

DATE
WITNESS
(SIGNATURE, NAME AND ADDRESS)

SIGNATURE OF THE BANK
SEAL

Form of Performance guarantee / Bank guarantee bond

In consideration of the President of India (hereinafter called "The Government") having offered to accept the terms and conditions of the proposed agreement between.....and (hereinafter called "the said Contractor(s)") for the work..... (hereinafter called "the said agreement") having agreed to production of an irrevocable Bank Guarantee for Rs. (Rupees..... only) as a security/guarantee from the contractor(s) for compliance of his obligations in accordance with the terms and conditions in the said agreement.

1. We, (hereinafter referred to as "the Bank") hereby undertake to pay to the Government an amount not exceeding Rs.(Rupees... Only) on demand by the Government.
2. We,(indicate the name of the Bank) do hereby undertake to pay the amounts due and payable under this guarantee without any demure, merely on a demand from the Government stating that the amount claimed as required to meet the recoveries due or likely to be due from the said contractor(s). 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).
3. We, the said bank further undertake to pay the Government any money so demanded notwithstanding any dispute
4. or disputes raised by the contractor(s) in any suit or proceeding pending before any court or Tribunal relating thereto, our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be a valid discharge of our liability for payment there under and the Contractor(s) shall have no claim against us for making such payment.
5. We, (indicate the name of the Bank) further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said agreement and that it shall continue to

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be enforceable till all the dues of the Government under or by virtue of the said agreement have been fully paid and its claims satisfied or discharged or till Engineer-in-Charge on behalf of the Government certified that the terms and conditions of the said agreement have been fully and properly carried out by the said Contractor(s) and accordingly discharges this guarantee.

6. We, (indicate the name of the Bank) further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any manner our obligation hereunder to vary any of the terms and conditions of the said agreement or to extend time of performance by the said Contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government against the said contractor(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contractor(s) or for any forbearance, act of omission on the part of the Government or any indulgence by the Government to the said Contractor(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

7. This guarantee shall be valid up to unless extended on demand by the Government. Notwithstanding anything mentioned above, our liability against this guarantee is restricted to Rs. (Rupees) and unless a claim in writing is lodged with us within six months of the date of expiry or the extended date of expiry of this guarantee all our liabilities under this guarantee shall stand discharged.

Dated the day of
.....for.....(indicate the name of the Bank)

Contractor

EXECUTIVE ENGINEER

TENDER

I/We have read and examined the notice inviting tender, schedule, A, B, C, D, E & F Specifications applicable, Drawings & Designs, General Rules and Directions, Conditions of Contract, clauses of contract, Special conditions, Schedule of Rate & other documents and Rules referred to in the conditions of contract and all other contents in the tender document for the work.

I/We hereby tender for the execution of the work specified for the President of India within the time specified in Schedule 'F' viz., schedule of quantities and in accordance in all respect with the specifications, designs, drawing and instructions in writing referred to in Rule-1 of General Rules and Directions and in Clause 11 of the Conditions of contract and with such materials as are provided for, by, and in respect of accordance with, such conditions so far as applicable.

We agree to keep the tender open for Sixty days(60) from the date of opening of the eligible bids and not to make any modification in its terms and conditions.

A sum of Rs. ----- Is hereby forwarded in cash/receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank as earnest money. A copy of earnest money in receipt treasury challan/deposit at call receipt of a scheduled bank/fixed deposit receipt of scheduled bank/demand draft of scheduled bank/fixed deposit receipt of scheduled bank/demand draft of a scheduled bank/bank guarantee issued by a scheduled bank is scanned and uploaded(strike out as the case may be). If I/We, fail to furnish the prescribed performance guarantee within prescribed period. I/We agree that the said President of India or his successors, in office shall without prejudice to any other right or remedy, be at liberty to forfeit the said earnest money absolutely. Further, if I/We fail to commence work as specified, I/We agree that President of India or the successors in office shall without prejudice to any other right or remedy available in law, be at liberty to forfeit the performance guarantee absolutely. The said performance guarantee shall be a guarantee to execute all the works referred to in the tender documents upon terms and conditions contained or referred to those in excess of that limit at the rates to be determined in accordance with the provision contained in Clause 12.2 and 12.3 of the tender form. Further, I/We agree that in case of forfeiture of Earnest Money or Performance Guarantee as aforesaid. I/We shall be debarred for participation in the re-tendering process of the work.

I/We undertake and confirm that eligible similar work(s) has/have not been got executed through another contractor on back to back basis. Further that, if such a violation comes to the notice of Department, then I/we shall be debarred for tendering in NIRDPR in future forever. Also, if such a violation comes to the notice of Department before date of start of work, the Engineer-in-Charge shall be free to forfeit the entire amount of Earnest Money Deposit/Performance Guarantee.

Contractor

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I/We hereby declare that I/We shall treat the tender documents drawings and other records connected with the work as secret/confidential documents and shall not communicate information/derived there from to any person other than a person to whom I/We am/are authorized to communicate the same or use the information in any manner prejudicial to the safety of the State.

Dated:

Signature of Contractor

Witness:

Postal Address

Address:

Occupation:

Contractor

EXECUTIVE ENGINEER

ACCEPTANCE

The above tender (as modified by you as provided in the letters mentioned hereunder) is accepted by me for and on behalf of the Director General for a sum of Rs.....(Rupees.....
.....).

The letters referred to below shall form part of this contract agreement: - (a)

(b)

(c)

For & on behalf of Director General

Signature

Dated:

Designation

PROFORMA OF SCHEDULES

SCHEDULE 'A'

Schedule of quantities Enclosed

SCHEDULE 'B'

Schedule of materials to be issued to the contractor.

S. No.	Description	Hire charges per day	Place of Issue	Place of Issue
NIL				

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SCHEDULE 'C'

Tools and plants to be issued to the contractor

S. No.	Description of item	Quantity	Rates in figures & words at Which the material will be charged to the contractor	Place of issue
NIL				

SCHEDULE 'D'

Extra schedule for specific requirements / document for the work, if any -

Nil.

SCHEDULE 'E'

Reference to General Conditions of Contract : General Conditions of Contract 2014 with up to date amendments.

Name of Work

1. **“Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings”**

Estimated cost of work : Rs. -----
Earnest money : Rs. 20,000/-
Performance guarantee : 5 % of tendered Value
Security Deposit : 2.5 % of tendered value

SCHEDULE 'F'

(GENERAL RULES & DIRECTIONS):

Maximum percentage for quantity of items of work to be executed beyond

Contractor

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which rates are to be determined in accordance with Clauses 12.2 & 12.3 : See below

Officer inviting tender: : **Executive Engineer NIRDPR, Hyderabad**

Definitions:

2(v) Engineer-in-Charge

**Executive Engineer NIRDPR,
Hyderabad**

2(viii) Accepting Authority : **Executive Engineer (NIRDPR, Hyderabad)**

2(x) Percentage on cost of : **15%**
materials and Labour cover all to overheads and profits

2(xi) Standard Schedule of Rates : **DSR E&M 2018 and Market Rates**
Corrected up to last date of submission of bid.

2(xii) Department **NIRDPR, Hyderabad**

9(ii) Standard CPWD Form 7 & GCC 2014, modified & Corrected up to last date of submission of bid

Clause 1

i	Time allowed for submission of Performance Guarantee from the date of issue of letter of acceptance:	7 days
ii	Maximum allowable extension with late fee @ 0.1% per day of Performance Guarantee amount beyond the period provided in (i) above	7 days

Clause 2

i	Authority for fixing compensation under clause 2	Director General, NIRDPR
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Contractor

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Clause 2A

i	Whether Clause 2A shall be applicable	No
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Clause 5

(i) Number of days from the date of : As conveyed in letter of acceptance. issue of letter of acceptance for reckoning date of start:

Sl. No	Description of Milestone (Physical)	Time allowed in Months (from date of start)	Amount to be withheld in case of non-achievement of milestone (% of tendered amount)
-Nil-			

MILESTONE

Time allowed for execution of work: 12 Months

Authority to decide:

- (i) Extension of time : Executive Engineer, NIRDPR, Hyderabad
- (ii) Rescheduling of mile stones : Not applicable
- (iii) Shifting of date of start in case of delay in handing over of site : **Not applicable**

Clause 6, 6A

- (i) Clause applicable - (6 or 6A) : **Clause 6A**

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Clause 7

i	Gross work to be done together with : net payment /adjustment of advances for material collected, if any, since the last such payment for being eligible to interim payment	1/4 of award amount or 1 bill in 3 months whichever is minimum /earlier.
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Clause 7A : Applicable

- (i) No running account bill shall be paid for the work till the applicable labour licences, registration with EPFO, ESIC and BOCW Welfare Board, whatever applicable are submitted by the contractor to the Engineer-in- Charge

Clause 10A

List of testing equipment to be provided by the contractor at site : **NIL**

Clause 10B (ii)

Whether Clause 10 B (ii) shall be applicable : Not Applicable

Clause 10C - Whether Clause 10C applicable : **Applicable**
a) Component of Labour **100%**
(Expressed in Percentage of total value of work)

Clause 10CA - Whether clause 10CA shall be applicable **Applicable**

Clause 10CC:

Clause 10CC to be applicable in contract with Stipulated period of completion exceeding the Period shown in next column : Not Applicable

Clause 11

Specifications to be followed for execution of work	C.P.W.D. General Specifications for Electrical works (Internal & External)
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Contractor

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	with upto date amendments.
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Clause 12 Type of work: Maintenance work

12.2. &12.3	Deviation limit beyond which clauses 12.2 & 12.3 shall apply for building work	50% (Fifty percent)
12.5	Deviation Limit beyond which clauses 12.2 & 12.3 shall apply for foundation (except earth work)	-NA-

Clause 16

Competent Authority for deciding reduced rates: **EE, NIRDPR**

Clause 18

List of mandatory machinery, tools & plants to be deployed by the contractor at site **-----As required for timely execution of work-----**

Clause-25 : Technical Committee, NIRDPR

Clause36 (i)

Requirement of Technical Representative(s) and Recovery Rates

Sl. No.	Minimum qualification of Technical Representative	Minimum Experience (Year)	Designation	Rare at which recovery shall be made from the contractor in the event of not fulfilling provision of clause 36(i)
	Qualification	Number		
---Nil---				

Assistant Engineers retired from Government services that are holding Diploma will be treated at par with Graduate Engineers

Diploma Holder with minimum 10 years relevant experience with a reputed construction

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company can be treated at par with graduate Engineers for the purpose of such deployment subject to the condition that such diploma holders should not exceed 50 % of requirement of degree Engineers.

Clause 42 : NOT APPLICABLE

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**SCHEDULE OF QUANTITIES
PART - A**

Name of work: E-tender for “**Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.**”

Note:- Bill of quantities mentioned are tentative only but during execution it may vary (+) or (-) 5%

PART – A

Name of work: Comprehensive Annual Maintenance Contract (AMC) service for one year for Ductable and Non-ductable (Split Window/Tower) Air Conditioners at NIRDPR Office and Hostel Buildings.

Sl.No.	Description of Item	Qty	Per	Rate	Amount
1	Providing of Comprehensive Annual Maintenance service for One year for Ductable Rate and Non-ductable Split/ Window Tower Air Conditioners at NIRDPR Office and Hostel Buildings				
a	1.5 TR Split and Window ACs 349 Each	349	Each		
b	2.0 TR Split Air Conditioners	73	Each		
c	2.5 TR Split AC 3 Phase ACs	3	Each		
d	8.5 TR 3 Phase Ductable ACs	13	Each		
e	11.0 TR 3 Phase Ductable ACs	12	Each		
				Total	

Contractor

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PART – B

Sl.No.	Description of Item	Qty	Per	Rate	Amount
1	Removing and refixing of window/split conditioners of any capacity from one place to another building to another building including all incidental charges like gas filling extra copper pipe, etc (as directed by incharge (two shifting charges will be made monthly based on the or one requirement)	24	Each		
				Total	

Payment will be made Batteries on actual/erecting of batteries based on site condition as is where basis.

TOTAL AMOUNT OF PART A & B		
1	PART - A	Rs.
2	PART - B	Rs.
GRAND TOTAL AMOUNT		Rs.

(Total Rupees)

Contractor

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TERMS AND CONDITIONS

1. The scope of the contract is for comprehensive maintenance (all- inclusive) with least down time for giving a satisfactory services for the Air Conditioning.
2. Preventive maintenance of the units as per standard practice is to be carried out for all the units under the supervision of qualified Technical Personnel/ Engineer of the Contractor at least once in a month.
3. In case of any break down, the company service Engineer/ Technical person should reach the office of NIRD within one hour on receipt of the complaint and organize to put back the unit into service and normal operation immediately, duly rectifying the defects etc.
4. All the services carried out are to be lodged and prepared with a service report unit wise and to submit a copy thereof to NIRD, for record.
5. The contract covers for the all the spare parts that are required to be replaced for smooth operation of the units including compressor and stabilizers repairs and consumables like refrigerant gas etc., No claim for extra payment towards spare parts or any other material used including gas refilling etc. for the repairs and rectification work, is acceptable.
6. The installation under maintenance should be intact and in shape as available on the date of starting of AMC work. Removal of the unit or dismantling any portion of the unit for whatever reasons it should be with prior permission of Junior Engineer (Elec.), NIRD.
7. The equipment is to be handled in a skilled way. Any damage to the unit or malfunction on account of bad handling shall be the responsibility of the contractor and it should be made good to its original status and to the satisfaction of Engineer-in-charge at the contractor's risk and cost. While carrying out the repairs/ replacement of spares/ inspection of units, the agency should take care of surrounding area viz. by not spoiling the walls with oil and other strains. Under Circumstances if they arrive, care has to be taken by the agency in making the good walls.
8. The NIRD is not responsible in any way for the staff employed or deputed by the contractor for any statutory eligibility's on any cause during the currency of the contract or thereafter, responsibility of the contractor to take care of all such cases and it is Consequences.
9.
 - a. For the delay in rectification of any AC Unit which becomes defective and unserviceable beyond 24 hours from the time of intimation to the contractor, penalty @ Rs.1000.00 per each day of the delay per unit in attending to the fault and making good shall be imposed and deducted from the service bill in case of minor
 - b. If compressor becomes defective and needs replacement 3 days time shall be allowed from the date to occurrence of fault Fraction of the day shall be counted as full day only for purpose of deduction.
 - c. Public holidays and, holidays declared for labour shall not be counted for the purpose of delay. Intimation shall be made on telephone to the office of the contractor giving reference to the complaint number and time at which the complaints being lodged for purpose of monitoring the process of attending to the faults.
 - d. A register for the purpose shall be maintained in the office of the Junior

Contractor

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Engineer (Elec.). The entries made in the register under the signature of the Junior Engineer (Elec.) shall be reckoned as final for purpose of operating this clause.

10. Payment for the service rendered shall be made at the end of such intermittent periods as mutually agreed upon and on receipt of the bills for the period of service done from the contractor. Intermittent period shall not be less than three month.
11. The contract period of AMC services to the successful bidders will be initially for one (1) year only from the date of commencement of services. If the employer finds the services of the agency are satisfactory and if mutually agreeable, the Competent Authority can extend the services further on the same terms and conditions or as may be mutually agreed upon.
12. NIRD reserves the right cancel the AMC if:
 - a. Maintenance of the AC, units is not satisfactory.
 - b. Proper preventive Maintenance is not followed.
13. Income Tax and work contract tax as applicable will be recovered as per prevailing rules.
14. An EMD of Rs.20,000.00 (Rupees twenty thousand only) shall be deposited by the bidder in the form of DD from any Nationalized/ Schedule bank in favour of NIRD&PR, Hyderabad while submitting the Tender Document. The same will be released after the AMC period is over. In case if the successful bidder fails to continue the AMC services within the stipulated period, the EMD shall be forfeited.
15. The successful agency, after award of Contract, make arrangements for employing a Technician/ Engineer to be present at NIRD&PR Premises on all the days from 9.00 AM to till late in the evening during entire period of contract.
16. The agencies should inspect the premises of NIRD&PR and check all the AC units set up various places in office and Guest Houses. The ACs will be handed over on as it is basis. The agency should take up all such repair and maintenance works from the day to receipt of the work order.
17. All the ACs should be returned to NIRD&PR in working condition when the terms expires or when the contract is terminated.
18. The terms of maintenance shall include oiling, cleaning, greasing, Servicing, replacement or repairs of any or all the parts needed to keep the unit in working condition, such as FAN, MOTOR AND ELECTRICAL COMPONENTS START CAPACITOR, RUN CAPACITOR, PCB CIRCUIT, OVERLOAD, REMOTE CONTROL, RELAY GAS CHARGES, THERMOSTAT, SELECTOR SWITCH, BODY OR PART OF BODY etc during the entire contract period. Wires, plugs and AC filters will also be provided by your firm. It also includes dismantling and or re-installation thereof for some AC's wherever necessary.
19. In case of repairs replacement of working parts in the ACs, other genuine spare parts with ISI making should be used and signature of user location caretaker/ branch in-charge in charges should be obtained in the job cards / slips.

Contractor

EXECUTIVE ENGINEER

GENERAL TERMS AND CONDITIONS

1. The work in general shall confirm to CPWD specifications Vol.-I, Vol.-VI/ electrical specifications with up to date correction slips and as directed by the Engineer-in-charge.
2. The rate shall be mentioned both in figures and words, the rates mentioned in words will be taken as correct rates.
3. The rates are net and inclusive of all taxes transport royalty, VAT., octroi etc., and nothing extra to be paid on any account.
4. No T & P will be issued by NIRD.
5. A variation of 10% is allowed in quantities for all the times.
6. The contractor should make his own arrangements for all the materials including cement, steel etc., and shall be kept under the control of the Executive Engineer, NIRD., ISI., approved products only shall be used.
7. The water is to be arranged by the contractor at his own cost, if any time the water is supplied by NIRD a deduction of 1% of the bill amount will be deducted from the bill.
8. The payment will be made as per actual measurements.
9. Any damage to the adjacent structure shall be made good by the contractor at his own cost.
10. The right to reject any or all the tenders reserve with the EE NIRD.
11. The contractor shall clear the site properly after completion of the work.
12. The income tax and other statutory recoveries will be recovered from the gross amount of the bills as per rules.
13. The time limit for the completion of the work is as mentioned in tender notice and any delay beyond the stipulated time period compensation will be levied from the contractor as per CPWD rules.
14. No labour will be allowed to stay in the campus in nights however the chowkidar who looks after the materials of the contractor will be allowed to stay.
15. The contractor should procure cement (OPC) from the reputed companies such as CORAMANDEL, KCP., ACC., AMBUJA, ULTRA TEK etc., as directed by Engineer-in-charge.
16. The contractor should procure steel from the reputed firms.
17. The contractor has to submit the VAT Registration certificate before recording Ist Running Account bill.

Contractor

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