



**Tender Document
ANNUAL MAINTENANCE CONTRACT**

FOR

**SERVICING, REPAIR AND MAINTENANCE OF DAIKIN HOT
AND COLD VRV UNITS INSTALLED AT EMBASSY OF INDIA
PREMISES.**

No: Kat/Estt/885/1/2012

Establishment Wing, Embassy of India, Kathmandu

Tender For “Annual Maintenance Contract” For servicing, repair And maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

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Embassy of India Kathmandu

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Subject: Tender for “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

No: Kat/Estt/885/1/2012

Dated: 20.06.2017

For and on behalf of Government of India sealed tenders in two parts in single cover are invited by Head of Chancery, Embassy of India, Kathmandu “Annual Maintenance Contract” For servicing, repair And maintenance of Daikin Hot and Cold Vrv Units installed at Embassy of India premises for a period of one year from authorized vendors/Service centers of M/S Daikin. Part-I Shall contain the cost of tender document & EMD, Part-II shall contain bid document.

Detailed tender documents along with terms & conditions can be obtained from office of **Attache (Estt & Project), Embassy of India, Kapurdhara Marg, Kathmandu, Nepal** on any working day as detailed below:

Period Of Contract	1 Year	
Cost of Tender document	Rs.	1000/=
Earnest money	Rs.	50000/= (fifty Thousand Only)
Date of Sale/download	Start:	20-06-2017 End: 11-07-2017
Last date of submission	11 July, 2017 3:00 PM	

The Tenders document can be purchased from office of **Attache (Estt & Project), Embassy of India, Kapurdhara Marg, Kathmandu, Nepal** on all working days from **20-06-2017 to 11-07-2017, 1000 Hrs to 1600 Hrs** against a payment of **NRs.1000.00** in form of a Bank Draft favoring Embassy of India, Kathmandu. No Cash payment shall be accepted. The tender can be also be downloaded from our embassy website **www.indianembassy.org.np**. However, such agencies that may download the tender document from our website shall have to deposit the cost of tender document in the form of bank draft favoring Embassy of India, Kathmandu. and shall put the same in a separate envelope with Part-I of the tender document.

2) The sealed tender should be addressed to **Head of Chancery, Embassy of India, P.O.Box No. 292, 336, Kapurdhara Marg, Kathmandu, Nepal** along with the Earnest Money of **Rs. 50000/- (Rupees fifty thousand only)** in the form of draft favoring Embassy of India payable at Kathmandu only and should reach his office by registered post / handed over personally on or before above mentioned last date. **Bids which are not accompanied by the cost of tender and required amount of earnest money will be rejected and will not be evaluated.** Interested parties may obtain further information, if required, during office time (1000 Hrs to 1600Hrs.) on all working days from **Attache (Estt & Project), Embassy of India, Kapurdhara Marg, Kathmandu, Nepal.** Inquiry can also be made via e-mail on estt.kathmandu@mea.gov.in.

3) The tender must accompany the following documents in the absence of which tender shall not be evaluated:

1. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/ owner of the firm, a certificate of the proprietorship/ ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.
2. Proof of being Authorized service vendor of M/S Daikin.
3. Demand Draft as cost of tender in case of download of tender.
4. Earnest money deposit.
5. Proof of similar experience.
6. Self attested copy of PAN.
7. Compliance Report

4) The tenders shall be opened in the office of Head of Chancery, **Embassy of India, Kathmandu**, on 12th July, 2017 at 15:30 hours. The bidders or their authorized representatives may, if so desire, be present at the time of opening of tenders.

5) The notice inviting authority reserves the right to accept or reject any or all of bids without assigning any reason and is not bound to accept the lowest tender.

Sd/

**Head of Chancery
Embassy of India
Kathmandu**

No: Kat/Estt/885/1/2012

Dated: 20.06.2017

Instructions for Bidders

1. Sealed tenders (Wax/Tape sealed) with proper personal identification mark, in two parts in Single cover are invited from eligible bidders, by the Head of Chancery, Embassy of India, Kathmandu for Annual Maintenance Contract of DAIKIN HOT AND COLD VRV units installed at Embassy of India, Kathmandu premises from authorized vendors/Service centers of M/S Daikin for a period of one year from the date of commencement of contract as per agreement. Part-I shall contain the cost of tender document and Part-II shall contain bid document.

2. **Sale of Tender Form:**

The Tenders document can be purchased from Office of Attache (Estt & Project), Embassy of India, Kathmandu on all working days from **20-06-2017 to 11-07-2017, 1000 Hrs to 1600 Hrs** against a payment of **NRs.1000.00** in form of a Bank Draft favoring Embassy of India payable to Kathmandu. No Cash payment shall be accepted. The tender can be also be downloaded from our embassy's website **www.indianembassy.org.np**. However, such agencies that may download the tender document from our website shall have to deposit the cost of tender document in the shape of bank draft favoring Embassy of India payable to Kathmandu and shall put the same in a separate envelope with Part-I of the tender document.

3. **Verification of Documents & Certificates and Submission of Tenders:**
 - 3.1 (a) The bidder will verify the genuineness and correctness of all documents and certificates, including experience/performance certificates, issued either by the bidder or any other firm/associate before submitting them in the bid. The onus of proving genuineness of the submitted documents would rest with the bidder.

 - (b) As per requirement of the tender's conditions, if any document/paper/certificate submitted by the participant bidder is found to be false/ fabricated/tampered/ manipulated at any stage during bid evaluation or award of contract, then the bid security (EMD) of the bidder would be forfeited and the bidder would be disqualified from the tender. Action would also be taken for banning of business dealing with the defaulting firm. In case contract has already awarded to the bidder the contract would be rescinded/annulled and embassy would be at liberty to procure the services from any other source at the risk and cost of the defaulting bidder. Action would also be taken for banning business dealing with the defaulting firm.

 - (c) To obviate any possibility of doubt and dispute and maintain veracity of the documents/papers/certificates, the documents conforming to eligibility part will be submitted by the participant bidder along with the bid fully stamped and signed by the authorized signatory along with EMD (bid security) of requisite amount which will be opened at the time of tender opening.

3.2 The tenders should be submitted in a sealed main envelope (containing two parts, part-I shall contain the cost of tender document & EMD, part-II shall contain bid document.)with the words **“Annual Maintenance Contract for DAIKIN HOT AND COLD VRV units”** and the name and address of the bidder on the envelope. The sealed tender addressed to **Head of Chancery, Embassy of India, P.O.Box No. 292, 336, Kapurdhara Marg, Kathmandu, Nepal** should be deposited in the office of Attache (Estt & Project), Embassy of India, Kathmandu upto 11 July, 2017 **3:00PM**. The notice inviting authority shall not be responsible if the bids are delivered elsewhere.

3.3 The notice inviting authority may at its discretion extend the deadline for submission of bids and the extension notices for the same shall be published accordingly.

3.4 Precaution while filling of the Bids:

(i) The bidders should take care of the following while filling the tenders:

(a) The tenders should be submitted in a sealed main envelope (containing two parts, part-I shall contain the cost of tender document & EMD, part-II shall contain bid document.) with the words **“Annual Maintenance Contract for DAIKIN HOT AND COLD VRV units” installed at at Embassy of India premises** and the name and address of the bidder on the envelope.

(b) The bid envelope should contain all the below mentioned essential documents without which the tender shall be summarily rejected.

1. The bid document signed on all pages.

2. Authorization from M/S Daikin to service the equipment.

3. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/ owner of the firm, a certificate of the proprietorship/ ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners not signing the bid.

4. Earnest money deposit.

5. Demand Draft as cost of tender in case of downloaded tender.

6. Proof of relevant experience

7. Self attested copy of PAN.

8. Compliance Report

(c) 1. Overwriting/ correction should be duly signed by the bidder

2. A consolidated annual rate should be quoted. The rates quoted shall be firm & final inclusive of all Taxes & duties as applicable in Kathmandu, Nepal.

(d) The rates should be quoted in figures as well as in words and should be inclusive of all charges, surcharges, taxes, duties etc. The department holds no liability to increase the rates after their acceptance due to any reason whatsoever.

(e) Any attempt at influencing the evaluation of the tender will cause the bidder to be excluded from consideration.

4. Opening of Tender:

The tenders shall be opened on 12.07.2017 at 15:30 hours in the presence of bidders or their authorized representatives who wish to be present at the time of opening of bids on due date. In the event of due date being declared a public holiday, the tender would be opened on the next working day at the same time. Unsealed tenders shall neither be opened nor considered. Such unsealed tenders shall be returned to the concerned bidder after receiving their written request. The tender opening committee shall open the properly sealed tenders.

5. Earnest Money Deposit

5.1

- (i) Each tender must be accompanied by an **Earnest Money** (EMD) in the form of a CDR/FDR for **Rs. 50,000/- (Rupees Fifty thousand only)** drawn on any nationalized Bank/ Schedule Bank in favour of Embassy of India, Kathmandu
- (ii) Payable at Kathmandu only.
- (iii) The said CDR/FDR of the earnest money must be attached to the bid. Tenders submitted without E.M.D. shall not be evaluated or considered for award.

5.2 **Earnest money will be forfeited:**

- (i) If the bidder withdraws his bid during the period of bid validity.
- (ii) In the case of the successful bidder if the bidder fails to sign the contract
- (iii) The refund of EMD to the unsuccessful bidder will be made after the finalization of the tender and signing of the contract.

6 Compliance and Details

- 6.1 The Bidder in his own interest before quoting the price shall familiarize himself with the scope of work, working environment so as to have thorough understanding of the scope and site requirements in the instant.
- 6.2 Compliance Report on all the terms and conditions of the contract must be submitted by the bidder.
- 6.3 The bidder should also submit the agency details.

7. Validity and Evaluation

- 7.1 The bids should be valid for a period of at least 180 days from the date of opening of the tender, within which the award shall be finalized.
- 7.2 Conditional tenders are liable to be rejected.
- 7.3 The evaluation of the responsive bids will be based on financial offers made by the various bidders.
- 7.4 If on check there is difference between the rate quoted by the bidder in words and in figures, the rate quoted by the bidder in words shall be taken as correct.

8. Acceptance of Tender

- 8.1 The notice inviting authority is not bound to accept the lowest tender. It also reserves the right to award the work to more than one depending upon urgency and requirement. Further, the bidder would not have any claim on the quantum of work allotted under the contract.
- 8.2 The notice inviting authority reserves the rights to accept one or more bids in part or in full or reject all bids without assigning any reasons thereof.
- 8.3 The notice inviting authority reserves the right to disqualify such bidders who have a record of not meeting the contractual obligations against earlier contracts entered into with any Government of India.
- 8.4 The bidder will do the work as per the terms and conditions of the tender.

9. Performance Security

Successful bidders shall be required to furnish performance guarantee of 5% of the contract value in form of CDR/BG valid till 30 days beyond the period of engagement. In case of any default /breach of contract by the bidder the performance security shall be forfeited.

10. Signing of contract

The successful bidder shall present himself for signing the contract within one week after receipt of service Order. Start of services shall be made by the contractor in accordance with the time schedule specified in the service Order issued by the notice inviting authority.

General Terms and Conditions

1. Performance Security

- 1.1 The performance security shall be discharged/returned on expiry and successful completion of the contract, within a period of 3 months. In case of non-execution of the contract, in part or in full, the performance security shall be forfeited, after giving due notice to the contractor in respect of the defective/ improper performance/ execution or breach of any of the terms of the contract etc.
- 1.2 Any sum of money due or payable to the contractor, including the EMD refundable to him under the contract, may be apportioned by this office, against any amount of loss/ penalty/ caused/ imposed on the contractor, which the contractor may own to Embassy, under this contract.

2. Delays in Contractor Performance

Start of services shall be made by the contractor in accordance with the time schedule specified in the purchase order. In case the service is not started on the stipulated date as indicated in the purchase order, the notice inviting authority reserves the right to cancel the purchase order and/or recover liquidated damage charges.

3. Liquidated Damages

- 3.1 The date of start of services specified in the work order should be deemed to be the essence of the contract and the services should be started on that date. Extension will not be given except in exceptional circumstances. Should, however, the service be started after the date specified in the purchase order, such starting of services will not deprive the notice inviting authority of its right to recover liquidated damages as per **Clause 3.2** below.
- 3.2 Should the contractor fail to start services, the notice inviting authority shall be entitled to recover liquidated damages to the extent of the difference in charges incurred by it in making alternative arrangements along with penalty of NRs. 500/- per day for the delay period.

4. Penalty

In case of **breach of any conditions** of the contract and for all types of **losses** caused by the contractor, the notice inviting authority **shall make deductions** as deemed suitable or as specified in the contract, from the bills preferred by the contractor.

5. Labour Regulations

- 5.1 The contractor shall obtain a valid labour license under the Contract Labour Rules, 2050 (1993), Nepal and Labour Act, 2048 (1992) before commencement of the work a copy of which he shall submit to the notice inviting authority. He shall continue to have a valid license until the completion of work. The contractor shall also abide by and comply with the provisions of the Child Labor (Prohibition and Regulation) Act, 2056 (2000), Nepal or any other laws relating there to and the rules made there under from time to time. (or similar legislations whichever applicable in Nepal) The contractor is fully responsible to observe the above laws as amended from time to time in regard to his employees and compensation and other benefits/ risks in relation to employees to be engaged by him.
- 5.2 The regulation aforesaid shall be deemed to be part of this contract and any breach thereof shall be deemed to be a breach of this contract.

6. Responsibility for payment of wages

- 6.1 A contractor shall be responsible for payment of wages to each worker employed by him as contract labour. The contractor has to comply with the provisions of the minimum wages Act in respect of all employees engaged by him.
- 6.2 It shall be duty of the contractor to ensure the disbursement of wages.

7. Safety Regulations

- 7.1. During the execution of work, unless otherwise specified the contractor shall at his own cost provide the materials for and execute all work necessary for the stability and safety of all equipment, structures and works and shall ensure that no damage, injury or loss is caused or is likely to be caused to any person or property.
- 7.2. The contractor shall be responsible to take all precautions to ensure the safety of the property whether of public or company property and shall post such lookout men as may, in the opinion of the officer in charge, be required.

8. Status of the Contractor and its Staff

- 8.1 The contractor shall have the legal status of an independent contractor.
- 8.2 The notice inviting authority shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, nor for any damages which may arise by reason of the neglect or default of any of them.

- 8.3 The contractor shall indemnify and hold harmless the notice inviting authority in respect of any claim arising out the contractor or its staff members negligent or unlawful performance under the present contract and brought against the notice inviting authority by any person for a liability as referred to in paragraphs 8.2 above, including their heirs and assigns, or by third parties.
- 8.4 The contractor shall, at his expense, take out appropriate insurance to cover all risks, damages or injuries, including related claims, which might occur to any person, including a third party, or to any property, including equipment, papers and documents, and arising out of, or connected with the contractor or its staff members performance under the present contract.

9. Extension and Termination of Contract

The notice inviting authority has the right to extend this contract on mutually agreed rates, terms & conditions at one time or in spells of lesser time period upto a cumulative maximum period of three years.

9 (A) Termination for Default

The notice inviting authority may, without prejudice to any other remedy for breach of contract by written notice of default, send to the contractor terminate the contract.

- i) If the contractor fails to provide the services as per the terms & condition of this contract on the dates & on the specified times as requisitioned in the tender.
- ii) If the contractors fails to perform any other obligation(s) under the contract.
- iii) If the contractor, in either of the above circumstances does not remedy his failure within a period as authorized by notice inviting authority in writing after receipt of default notice.
- iv) In the event of termination of contract under pursuant of above Para-9 (A) the notice inviting authority may take the same services upon such terms and manner as it deems appropriate and the contractor shall be liable for any excess cost for the said service during the rest period for which contract is terminated.

9 (B) Terminations for Insolvency

I) The notice inviting authority may at any time terminate the contract by giving written notice to the contractor without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent as declared by the competent Court.

- ii) **Sub Contracting and Post Agreement Conditions:** The contractor shall not be permitted to transfer their rights and obligations to any other organization or otherwise i.e. no subletting of the contract in part or whole, without written permission of the notice inviting authority. Further the contractor shall not impose any other conditions during the period of contract.

10. Arbitration:

- 10.1 If at any dispute, difference or question at any time arises between the Parties in respect of the meaning or interpretation of the terms and conditions of this Agreement or covering anything herein contained or arising out of this Agreement or the validity of the enforcement of thereof which cannot be settled mutually, shall within 30(thirty) day (or such longer period as may be mutually agreed upon) from the date one Party informs the other in writing that such dispute or disputes or disagreement exists, be referred to Arbitration. Within 30 (thirty) days of the said notice, one Arbitrator shall be appointed by each of the disputing Parties by notice in writing to the other. The two Arbitrators shall select an Umpire whose decision shall be final in case of difference of opinion between the Arbitrators.
- 10.2 The Arbitration proceedings will be conducted in accordance with and be subject to the Arbitration and Conciliation Act, 1996 (of India) as amended from time to time and the decision of the Arbitrators as mentioned above shall be final and binding on the Parties.
- 10.3 The Arbitration will have its sittings at Delhi. The language to be used in the Arbitral proceedings will be English.
- 10.4 The Contractor shall continue to perform his duties as far as practicable with diligence notwithstanding the fact that a dispute has been referred to Arbitration of any dispute of difference has arisen. It is also the term of Agreement that if the Contractor does not make any demand for Arbitration in respect of any item in writing within 60 (sixty) days of receiving intimation from the Employer that the final bill is ready for payment, the claim of the contractor will be deemed to have been waived and absolutely barred and the Employer shall be discharged and released of all liabilities under the agreement in respect of these claims.

Sd//

**Head of Chancery
Embassy of India
Kathmandu**

**EMBASSY OF INDIA
KATHMANDU
Details of VRV III INVERTER AC**

Location	No. of Indoor unit	No. of outdoor unit	Input capacity of outdoor unit(KW)	Total KW
R1 Block	29	4	16.4	65.6
		1	14.2	14.2
		1	5.74	5.74
R2 Block	28			
		2	5.74	11.48
		2	14.2	28.4
		1	16.4	16.4
R3 Block	10			
		1	9.06	9.06
		1	7.9	7.9
P2 Block	19			
		2	16.4	32.8
		1	8.93	8.93
P3 Block	26			
		2	16.4	32.8
P4 Block	13			
		1	16.4	16.4
		1	8.93	8.93
		1	5.74	5.74
Total	125	21		184.58

Scope of work under Annual Maintenance Contract

1. The scope of work includes maintenance and servicing of DAIKIN Hot and Cold Variable Refrigerant Volume (VRV) air conditioners having indoor and outdoor units and other electrical accessories like Control Panel, all refrigerant pipes, AC ducts and cable etc.
2. The Maintenance Contract will be valid for a period of one year which may be extended up to 3 years on mutual agreement on same terms & conditions.
3. Under the contract, service representative of the company shall visit the Embassy of India Chancery premises once a month on mutually agreed date and will clean and check all the system.
4. Though the frequency of visit is once a month the same can be adjusted as per operational requirement on mutual agreement without any additional financial liability.
5. A service report by the service engineer is required to be given to the Embassy on each visit.
6. All consumable spare parts/components etc. required will be produced from authorized Daikin outlet by the service provider against payment to be made by the Embassy. Replacement of spare parts such as Compressor, Fan motor, P.C.B, Magnetic Switch, Transformer, Sheet Metal Parts, Circuit Breaker, Air Filter, Condenser & Evaporator Coils, Thermocol parts etc. shall be done by the agency free of cost
7. Necessary help will be provided by the Embassy as and when informed by the service provider. Immediate attendance of breakdown.
8. Special tools/gauges/instruments required for checking the engine and its components will be brought by the service provider when required
9. Major repairs arising out of normal wear and tear are beyond the scope of the maintenance contract.
10. Refrigerant Gas charging, if necessary
11. Payment of maintenance charges shall be payable on quarterly basis in arrears. Bills submitted by the agency shall be certified by JE(Electrical) before payment on satisfactory service and maintenance as per agreed terms and conditions.

12. Record of maintenance, failures and its corrective action shall be maintained. A proper logbook shall be maintained as and when Service Engineer/ Technician visits the Chancery and he should also brief Attache(Estt)/ JE(Electrical) about the findings/recommendations recorded in the logbook.

Response Time:

1. All the items mentioned above including other Items not specifically referred here, shall have to be attended and repaired within 24 hours after requisition. (To be mutually discussed with the successful bidder)
2. 24 x 7 telephonic support

Penalty:

1. The contractor shall be imposed a minimum penalty of NRs. 8000/- per occasion as per decision of the Embassy authority for non-performance or improper performance of the work. The amount of penalty will be decided by the authority in-charge of the work according to his inspection report of that occasion. The penalty will be over and above to the 'no work no payment' principle.
2. For repeated occasions of penalty, Embassy shall be free to increase the minimum basic rate of NRs. 8000/-to NRs. 16000/-

Payments:

1. Payments will be made quarterly subject to acceptable performance certified by an officer designated by Embassy for the same.
2. Any deterioration in service will not be tolerated on the plea of delay in receipt of payment.

Deductions:

In case the contractor fails to execute/ perform the assigned works or a part thereof, Embassy shall be authorized to make suitable deductions as deemed fit by Embassy from the bills of the contractor and damages will be charged to the extent of loss.

Bidder details

a)	Name/Address of Agency including PIN Code	
b)	Registrations Details	
c)	Owner's Name	
d)	Income Tax Pan No.	
e)	Service Tax Registration No.	
f)	Telephone No. Off.	
	Res.	
	Mobile	
g)	Residential ADDRESS	
h)	Banker's Name & Address	
	Name of Bank	
	Bank Account No. (FULL)	
	MICR/IFSC CODE	
i)	List of Major Clients (enclose Copy Of Contract Along With Details)	
j)	Performance Report If Any	
i)	Any Other Information/ Documents Which May Help In Assessing Bidder's Abilities	

Bidder signature with stamp

COMPLIANCE REPORT

To,
Head of Chancery
Embassy of India
Kathmandu

Sub: Regarding Tender For “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

Dear Sir,

I have gone through the complete scope of work, terms and condition of the Tender for “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises and accept the same. I am herewith enclosing.

(a).....CDR/FDR..... Dated Drawn

(b).....on Bank **in favour of**

Embassy of India, Kathmandu

(c).....for Rs /- along with the tender as
earnest money

Place:

Date:

Signature of Bidder

Name:

FINANCIAL BID

For providing “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

1) Specified in the tender document under Specifications, Special Terms and Conditions

2) _____ of _____ Contract, my/our annual consolidated rate is **NRs.._____ (in figures)** and (in words).

3) The above rate is inclusive of all charges, surcharges, taxes, duties etc. including Work Contract Tax/ Service Tax.

**BIDDERS SIGNATURE WITH OFFICIAL
SEAL/STAMP.**