Quality Council of India (Board NABL)
Plot No-45, Sector-44,
Gurgaon, Haryana-122003

TENDER DOCUMENT FOR
COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF VOLTAS 17 TR AIRCONDITIONERS ON AS IS WHERE IS BASIS AT QUALITY COUNCIL OF INDIA (BOARD-NABL)
No. NABL/CAMC-Voltas/2021-22

PART-I NOTICE INVITING TENDER (NIT)

<table>
<thead>
<tr>
<th>Nature of work</th>
<th>Estimated Cost of Work</th>
<th>EMD (Rs.)</th>
<th>Completion period</th>
<th>Last date for submission of Tenders</th>
<th>Date of opening of Tenders</th>
</tr>
</thead>
<tbody>
<tr>
<td>Tenders are invited from experienced &amp; eligible OEM/ Authorised dealers/ Contractors/service providers for Comprehensive Annual Maintenance Contract (CAMC) with shortcomings (repairs required) of 17 Ton Rating, 12 Packaged Units of VOLTAS brand air conditioners installed in the office of Quality Council of India (Board NABL), Gurugram, Haryana.</td>
<td>5,00,000/- approx.</td>
<td>10,000/- (Rs. Ten Thousand only)</td>
<td>12 Months (1 Year)</td>
<td>On or before 03.30 PM (15.30 Hrs) 01.03.2021</td>
<td>02.03.2021 @ 4.00 PM</td>
</tr>
</tbody>
</table>

The tender document can be downloaded from NABL website www.nabl-india.org free of cost.

**Qualifying Criteria & Process:**

1. Tenders are invited from experienced and eligible OEM or Authorised dealers/suppliers/contractors/service providers for Comprehensive Annual Maintenance Contract (CAMC) of 17 Ton Rating, 12 Packaged Units of VOLTAS air conditioners with shortcomings (repairs required) installed in the office of Quality Council of India (Board NABL) with eligibility criteria as below:-
   
   I. The tenderers/bidders must submit proof of technical capability/competence issued by OEM (Voltas) for CAMC of 17 Ton Rating Packaged Units of air conditioners in the shape of; copy of -
      - regular service provider/authorized repairing centre certificate/Dealership/ Channel partner/Authorization to participate in bid letter etc.
   
   II. The bidders which are technically sound and having proper experience, infrastructure, manpower, equipments required for CAMC of “VOLTAS” Brand 17 Ton Rating, Packaged Units may also participate. Copy of Work Completion Certificate/Work orders with proof of satisfactory completion of job/List of satisfied clients/Copy of contract awarded by any Govt. Organisation/ any other documentary evidence in support of technical capabilities of bidder must be provided with quotation for evaluation by QCI/NABL.
   
   III. The tenderer/bidder shall fulfil the below mentioned qualifying criteria & shall submit the copies of relevant documents to support their eligibility in the Envelope-1 of the tender. The copies of these documents shall be signed and stamped by the bidder.
   
   IV. The Average annual financial turnover for last 3 years shall be at least 30% of the estimated cost put to tender, copies of balance sheets of last three financial years, duly certified by a Chartered Accountant shall be submitted in support of the requisite financial turnover.

2. The bidder shall have successfully completed works during the last five years as mentioned below:
   
   a. Three Work Orders each costing not less than 40% of the estimated cost put to tender.
      
   OR
   
   b. Two Work Orders each costing not less than 50% of the estimated cost put to tender.
      
   OR
   
   c. One Work Order costing not less than 80% of the estimated cost.

The value of completed works shall be brought to the current price level by enhancing the actual value of work done @ 7% (simple rate) per annum calculated from the date of completion of the respective work to the last date of receipt of application for this tender. In case the bidder has executed the Work Order(s) under a private sector, the value of the work shall be reflected in the TDS of the corresponding year(s) and shall submit requisite Proof/TDS certificate for the same.

   I. Copy of GST Registration.
   
   II. Copy of PAN Card.
A. Procedure for submission of bids in Hard Copy:

The bids are to be submitted in a sealed outer cover clearly marked “Quotation for CAMC of Voltas Brand AC Units” on or before 01.03.2021 (15.30 Hrs) along with EMD Rs. 10,000/- (Rs. Ten Thousand only) and the signed copy of the terms and conditions addressed to D.D. (HR & A), Quality Council of India (Board-NABL), Plot-45, Sector-44, Gurgaon – 122003.

1. The tenders are to be submitted in two separate sealed envelopes/ covers marked as under:-

**ENVELOPE-1**

This envelope shall be marked as: “Technical Bid for CAMC of Voltas AC Units” and contain the followings:

- EMD of Rs. 10,000/- (Rs. Ten Thousand only) in the form of Account payee Demand Draft in favoring “Quality Council of India” payable at Gurgaon. (Any bid without EMD shall be rejected).
- Copy of regular service provider/authorized repairing centre certificate/Dealership/ Channel partner/Authorization to participate in bid letter etc.
- The bidders which are technically sound and having proper experience, infrastructure, manpower, equipments required for CAMC of “VOLTAS” Brand17 Ton Rating, 12 Packaged Units may also participate. Copy of Work Completion Certificate/Work orders with proof of satisfactory completion of job/List of satisfied clients/Copy of contract awarded by any Govt. Organisation/ any other documentary evidence in support of technical capabilities of bidder must be provided with quotation for evaluation by QCI/NABL.
- Copy of Work Completion Certificate/Work orders with proof of satisfactory completion of job/List of satisfied clients/Copy of contract awarded by any Govt. Organisation/ any other documentary evidence in support of technical capabilities of bidder must be provided with quotation for evaluation by QCI/NABL.
- Acceptance as per Annexure “A” of this tender document duly signed & stamped.
- Any other Credentials/documents in support of meeting the criteria as prescribed in the NIT.
- Any other information as required to be submitted along with the tender.

QCI/NABL or any person authorized by QCI/NABL reserves the right to accept/reject any or all the tenders in part or full or divided the work among two or more parties without assigning any reason whatsoever and in such case bidders/intending bidders, shall not have any claim on Office of QCI/NABL.

**ENVELOPE-2**

This envelope shall be marked as: “Financial Bid for CAMC of Voltas AC Units” shall contain the followings:

- Price Bid duly filled in, signed and stamped on each page by the Bidder/ authorized representative of the Bidder. No cutting or overwriting shall be allowed. In such cases the bid shall be treated as CANCELLED AND TENDERER SHALL BE TREATED AS DISQUALIFIED. All proforma forming part of tender documents shall be filled in, signed and stamped by the Bidder.
- Any other information as required to be submitted along with the tender.

**Special Conditions of Contract**

The following special conditions shall be read in conjunction with this NIT.

1. **OEM is exempted from submission of EMD** other exemptions are as under:-

   (a) Micro and Small Enterprises if registered with any government bodies specified by Ministry of Micro, Small & Medium Enterprises (MoMSME) with valid certificate duly issued by GOI are exempted from submitting the earnest money deposit (EMD).
   (b) Other Firms, registered with MSME / NSIC with valid certificate duly issued by GOI are also exempted from submitting EMD. No other type of certificate is acceptable.

Note: The exemption and relaxation in EMD is subject to the validity & acceptance of their registration certificate on the date of opening of bids.
2. **EMD/BID SECURITY** Amounting to Rs. 10,000/- (Rs. Ten Thousand only) submitted to QCI/NABL with this NIT will be returned within 30 days of opening of the bids to all the unsuccessful bidders. No interest will be paid on this amount. EMD of successful bidder will be retained & adjusted against Performance Security as mentioned below.

3. **A Performance Security** to the tune of 10% of the value of the contract will be retained by QCI/NABL on award of the contract. It can be released on submission of A Bank Guarantee (BG) of equivalent amount, valid for a period of 60 days beyond the completion of all contractual obligations of the applicant. Performance Security shall be forfeited and credited to QCI/ NABL account in the event of breach of contractual obligation by the applicant.

4. The bidder must be registered with GST. Copy of Registration is required.

5. The bidder should not have been barred or black-listed by any of the central govt. departments / organizations / central PSUs in the past.

6. Bidder is expected to examine all instructions, forms, terms, specifications, and other information in the bidding documents. Failure to furnish all information required by the bidding document or to submit a bid not substantially responsive to the bidding documents in every respect will be at bidder’s risk and may result in the rejection of Bid.

7. **The rates must be quoted clearly indicating all Govt. Levies, GST rates and amount applicable etc. Otherwise it will be assumed that rates are inclusive of all taxes and no amount shall be payable by QCI/NABL towards and Tax/Govt levies etc.**

8. The Voltas brand 17 Tr Package Units are in need of repairs as mentioned in this NIT. The bidders are expected to inspect the installed system prior to submission of bid documents. System shall be fully functional after the repairs and prior to the commencement of CAMC which shall include preventive maintenance, supply of material, spares, replacement, repairs as per OEM’s specifications including wiring, piping, thermal insulation and spares of outdoor / indoor units replacement, AHU etc., complete in all respects, for ensuring the desired levels of functioning of the entire system.

9. The required repairs are to be completed within 30 days of award of job. The CAMC will commence once the complete system of fully functional in all respect.

10. In cases of poor workmanship and non-compliance of tender / agreement or if the services of the CAMC Provider are not found to be satisfactory, the contract shall be terminated by QCI/NABL by giving 10 days notice even before the expiry of the contract period and the security deposit shall be forfeited without assigning any reason whatsoever.

11. **The contract will come into force as per Period & Terms of Letter of Intent for a period of One Year Only. The contract may be further extended as per decision of QCI/NABL and informed in advance before the expiry date otherwise it will be terminated automatically after a period of One Year**

A) **Procedure for submission of bids On-Line:**

The On-Line quotation is to be submitted through email at hr-admn@nabl.qcin.org The bids **complete in all respects** must reach NABL on or before last date **01.03.2021 (3.30 pm)** along with the scanned copies of all required documents duly signed copy/ written acceptance of the terms and conditions given hereunder. The EMD may be deposited using Payment Gateway Link: https://smarthubgovernment.hdfcbank.com/SmartHubGovt/NABLMainPage.jsp selecting the first option.

A.1. Late bids & bids without EMD will not be considered. It shall be responsibility of the bidder to ensure that the bid has been received on time and at proper place before the deadline.

A.2. Due to Covid19 Pandemic the process of opening the bids received will be completed internally hence no representative of bidders need to be present physically. The successful bidder will be notified by QCI/QCI/NABL.

A.3. QCI/ NABL reserves the right to alter / modify the scope of work mentioned in this RFP document at any stage of the bidding process and contract.

A.4. For evaluation and comparison of bids, QCI/ NABL may ask bidders individually for clarification of their bid documents, including break-up of rate. The request for clarification and the response shall be in writing, but no change in the price or text/content of the bid shall be sought, offered or permitted except as required to confirm the correction of arithmetical errors discovered by QCI/NABL during the evaluation of the bids.

The receipt/Acknowledgement of On-Line submission of EMD must be submitted to QCI/NABL along with the online bid/quotation documents. EMD will be returned within 30 days of opening of the bids to all the unsuccessful bidders. No interest will be paid on this amount. EMD of successful bidder with be retained & adjusted against Performance Security as mentioned above.
### Format for Financial Bid

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) OF VOLTAS AIRCONDITIONERS ON AS IS WHERE IS BASIS**

#### (A) CAMC Quote

<table>
<thead>
<tr>
<th>S. No.</th>
<th>DESCRIPTION for CAMC</th>
<th>QTY</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>VOLTAS DPUASC17CD INDOOR UNITS (4 Pcs X 3 FLOORS)</td>
<td>12 PCS</td>
<td></td>
</tr>
<tr>
<td>2</td>
<td>VOLTAS (DCU875) OUTDOOR UNITS</td>
<td>24 PCS</td>
<td></td>
</tr>
<tr>
<td>3</td>
<td>AHU ROOM MAIN ELECTRICAL PANELS MCCB 200 Amp</td>
<td>3 NO.S</td>
<td>GST</td>
</tr>
</tbody>
</table>

#### (B) Repairs Quote

<table>
<thead>
<tr>
<th>Location</th>
<th>Machine No.</th>
<th>Unit No.</th>
<th>Comp.1</th>
<th>Comp.2</th>
<th>Blower</th>
<th>Heater</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>G Floor</td>
<td>P000250</td>
<td>1</td>
<td>Working</td>
<td>Not Working</td>
<td>Working</td>
<td>Not Working</td>
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</tr>
<tr>
<td></td>
<td>P000249</td>
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<td>Not Working</td>
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<td></td>
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<tr>
<td></td>
<td>P000252</td>
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<td>Not Working</td>
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<td>Working</td>
<td>Working</td>
<td></td>
</tr>
<tr>
<td></td>
<td>P000248</td>
<td>4</td>
<td>Working</td>
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<td>Working</td>
<td>Not Working</td>
<td></td>
</tr>
<tr>
<td></td>
<td>P000243</td>
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</tr>
<tr>
<td>1st Floor</td>
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<td>4</td>
<td>Machine not starting</td>
<td>Machine not starting</td>
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<tr>
<td></td>
<td>P000247</td>
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<tr>
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**Status of faults observed as on 31/01/2021**

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The bidders must inspect the installed machines to assess the required repairs towards shortcomings and quote on “As is where is basis”. The installed machines may be inspected on any working day (Monday to Friday) between 10.00 AM to 03.30 PM till 3 days before last date (01.03.2021) of submission of bid.

Grand Total (A +B) Rs. __________________________(Rupees in words __________________________)  

Bidder Signature........................................ Company Seal..........................................
Notes:-

- The Status/faults indicated in respective AC Units are based upon inspection by facility management agency dated 31.01.2021 hence bidder is required to conduct an in depth study of the status of the machine and quote as per their own assessment towards the cost against each machine.
- The machines must be fully functional & in complete working condition before commencement of CAMC.
- Any additional job, not mentioned in the tender document and found necessary during the repairs is to be performed after getting a separate approval from Quality Council of India (Board NABL).
- If any additional repairs/job is performed without prior approval, QCI/NABL will not be held responsible for its financial implications whatsoever.

1. SCOPE of CAMC :-

1.1 Inspecting the plant/or the system and carrying out preventive maintenance as per standard practice four times a year.
1.2 Checking the refrigeration system, motor and starters for performance and ensuring the overall healthy condition of the plant.
1.3 Checking the system for leaks and then rectifying the leaks, if any.
1.4 Taking a set of readings and then evaluating them to ensure satisfactory performance of the plant.
1.5 Checking the refrigeration control system for operation and adjusting the settings if necessary.
1.6 De-scaling water cooled condensers/cleaning air cooled condensers once in a year, if found necessary.
1.7 Cleaning the evaporator, if found necessary.
1.8 Checking the functioning of compressors and its accessories.
1.9 Lubricating the bearings of motors & fans as per requirement.
1.10 Quarterly inspection of belts, adjustment of tension & replacement of worn out belts etc.
1.11 Overhauling/repairing the components of the equipment such as condenser, water pumps, cooling tower at site or in service station as & when required.
1.12 Replenishing the refrigerant as a result of a leak from the system arising out of standard wear & tear.
1.13 Annual checking of compressor oil and charging if found necessary.
1.14 Overhauling/repairing the components of the equipment at site as & when required.
1.15 Checking of the microprocessor controller unit for its proper functioning and repair/replacement of the same if found necessary.
1.16 Attending to complaint/breakdown calls whenever called upon/required.
1.17 Reporting the healthiness of the plant and suggesting improvements if any.
1.18 Painting of equipment if required.
1.19. Checking of electrical wirings and replacement if found necessary.
1.20 Any other related job required to be performed for smooth functioning of the installed system.

2. Services not covered under CAMC.

2.1 Any missing part.
2.2 Shifting of air conditioner(s)
2.3 Repair of Voltage Stabilizer(s), Scanner(s), Plastic Parts, and Condenser coil(s) remote hand set, decorative parts, Body cabinet, and sheet metal parts.
2.4 Any loss/damage due to Misuse, Accident, Earthquake, Fire & Natural calamities etc.
3. SCOPE & Special Terms for Repairs:

3.1 Inspecting the plant or the system and carrying out required repairs to make the system fully functional by way of supply of all material spares, replacement / repairs of compressor from OEM’s, providing and fixing of any components of the machine (free of cost) viz. Starting capacitor, running capacitor, thermostat, over load relay, selector switch, indicator, nuts, bolts, screws, motor capacitor, rewinding/repair of motor, blower motor / outdoor fan motor, piping, insulation and spares of outdoor / indoor units replacement etc., brazing of coils if leaking, part wiring or complete wiring of AC (internally), supplying and charging of refrigerant gas, providing and replacement of compressor with new one or manufacturer repaired compressor (no cut weld/locally repaired compressor will be accepted as replacement), repairing of the insulation / pipes of Acs, replacement of air filter, electrical parts, servicing, overhauling, greasing, starting relay, wiring repairs, complete in all respects, for ensuring the desired levels of cooling.

3.2 Compliance Statement: The bidder must submit technical brochures & proper application notes adequately explaining & confirming the availability of the features in the model of equipment being quoted. A table indicating the compliance of the features of quoted equipment and features not matching—must be indicated clearly. Additional/better features may be clearly explained.

3.3 Warranty Declaration: Bidder must give comprehensive on-site warranty as required from the date of successful installation of the equipment against any manufacturing defects and also give the warranty declaration that “everything to be supplied by us hereunder shall be free from all defects & faults in material, workmanship and shall be of highest quality & material of the type ordered, shall be in full conformity with specifications and shall be complete enough to carry out the experiments/tests, as specified in the tender document.”

3.4 During the job if any damage/shortcoming or additional job is noticed by the staff or contra. or or its staff members for access, facilities, personnel, power, transport and other services to the extent and nature of the work, plant, and materials necessary for the execution and completion of the works and the remediaying of any defects; the applicable laws, procedures and labour practices of the Contractor’s requirements for access, facilities, personnel, power, transport and other services including the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk occasioned by contractor in the course of any operation carried out for the purpose of complying with its obligations as mentioned in the document.

3.7 The Contractor shall also be deemed to have inspected and examined the Site, its surroundings, the above data and other available information with respect to the repairs required in the installed setup/system and execution of Works and to have satisfied himself before submitting the Tender, as to all the relevant matters including without limitation; the extent and nature of the work, plant, and materials necessary for the execution and completion of the works and the remedying of any defects; the applicable laws, procedures and labour practices, the Contractor’s requirements for access, facilities, personnel, power, transport and other services including the risk of injury or damage to property adjacent to the Site and to the occupiers of such property or any other risk occasioned by contractor in the course of any operation carried out for the purpose of complying with its obligations as mentioned in the document.

3.8 Other Terms & Conditions:

1. The applicable Taxes, GST etc. should be indicated separately while quoting. In case no taxes etc. are indicated separately, it will be assumed that the rates are inclusive of all taxes. The quoted rates shall be inclusive of all relevant activities and no additional claim whatsoever will be admitted for payment for any additional activity unless until approved earlier by Quality Council of India (Board NABL).

2. CAMC of shall include preventive maintenance, supply of material, spares, replacement, repairs as per OEM’s specifications including wiring, piping, racks, insulation and spares of outdoor / indoor units replacement etc., complete in all respects, for ensuring the desired levels of functioning of the entire system.

3. Pre tender inspection: The installed machines may be inspected on any working day (Monday to Friday) between 10.00 AM to 04.30 PM till 3 days before last date (01.03.2021) of submission of bid. The bidders are advised to get a prior appointment from NABL for onsite inspection of installed machines through email arun@nabl.qcin.org or telephone -01244679784, 9891773745(cell).
4. **Tender expenses and documents:** All costs incurred by the bidder in the preparation of the tender shall be at the entire expense of the bidder.

5. **Validity:** The bid should be valid for acceptance up to a period of 180 Days. The bidder should be ready to extend the validity, if required without any additional financial implications.

6. All the faults will be attended at site of NABL. In case of a major fault, if any part is required to be taken to the company workshop, the company shall provide a replacement unit till the time the part sent for repairs is positioned back.

7. Besides periodic servicing of the installed system, contract shall include attending the breakdown calls, providing and fixing of any components to ensure that complete air conditioning system functions in proper way.

8. The CAMC Provider 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 QCI/NABL to do so. The entire installation should be intact at any time of inspection as 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.

9. The material requiring replacement shall be of same or equivalent quality / manufacturer and specifications. The dismantled part/material shall be the property of QCI/NABL.

10. Liaisoning for replacement of parts which are under warranty / guarantee will be done by the CAMC provider. Transportation of any part (not under warranty/guarantee) from the NABL office building to any other place for repairs either from NABL directly or from the CAMC / Service Provider’s workshop, and back will be at the cost of the CAMC provider. No transportation charges will be paid by NABL.

11. From the commencement to the completion of the works, contractor shall take full responsibility for the care of works thereof and of all temporary works and in case any damage, loss or injury happens to the works or any part thereof or to any temporary works due to lack of precaution or negligence on the part of contractor, it shall be made good at its own cost.

12. QCI/NABL and its officials shall not be responsible for any loss and damage. However, without limiting its obligations and responsibilities as above, contractor shall insure directly in the joint names of QCI/NABL and Contractor against:
   i. All loss or damage from whatever cause during the period of execution of work.
   ii. All loss and damage arising from a cause occurring prior to the commencement of the period of maintenance and repairs.
   iii. For any loss or damage occasioned by contractor in the course of any operation carried out for the purpose of complying with its obligations of maintenance as follows:
   iv. The work and the temporary works to the full values of such works executed from time to time.
   v. The materials, constructional plant, machinery etc. and other things brought on to the site by Contractor to the full value of such materials, constructional plant and other things.
   vi. Sufficient insurance cover for the workers and personnel at site provided that such insurance shall be affected with any Nationalized Insurance company and contractor shall, whenever required produce to QCI/NABL client policy on the policies of insurance and the receipts for payments of the current premia thereof.

13. **The penalty amount per complaint will be as follow:**
   - If OEM or equivalent specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
   - Fault not rectified beyond 24 hour and up to 72 hours @ Rs 200/- per day.
   - Major faults not rectified beyond 72 hours and up to 10 days @ Rs 500/- per day.
   - Any delay beyond 10 days in rectifying the major fault, the penalty will be enhanced to Rs 1000/- per day.
   - Beyond 20 days if the equipment gets repaired in the open market by QCI/NABL itself, the actual cost of the same shall be recovered from the CAMC Provider.

14. **Break-Down Service (BDS):** All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail irrespective of holidays (except on National Holidays).

15. Any damage to the building or the any part of the installed equipment which might result during the repairs/operation shall be repaired by the CAMC Provider free of cost.
16. **Termination of Contract:** In cases of poor workmanship and non-compliance of tender / agreement or if the service provided by the contractor is not found to be satisfactory, the contract shall be terminated by QCI/NABL by giving 10 days notice even before the expiry of the contract period and the performance security deposit shall be forfeited without assigning any reason whatsoever.

17. **The 100% payment towards repairs amount will be released on satisfactory completion (subject to approval of constituted committee).** The CAMC will commence once the system is fully functional and the payment towards CAMC will be released in two equal instalments: - 50% after award of CAMC (Contract) & balance 50% after 6 months of successful execution of contract on submission of proper invoice from the supplier.

18. In case any additional item/job is required to be installed/performed to complete the job, prior approval (Work/Financial) from NABL may be obtained by contractor.

19. **10% of the CAMC amount will be retained as Performance Security and will be released after 60 days of the completion of all contractual obligations.**

20. The contract will come into force as per Period & Terms of Letter of Intent for a period of One Year Only. The contract may be further extended as per decision of QCI/NABL and informed in advance before the expiry date otherwise it will be terminated automatically after a period of One Year as mentioned above.

21. The requisites are to be performed at site of NABL and for any additional work, if required; the contractor shall obtain approval from NABL office separately.

22. Safety of the workers/staff performing the job shall be sole responsibility of the contractor and in case of any injury/bodily harm NABL will not entertain claim of any kind.

23. The repairs are to be completed at the earliest and not beyond 30 days from the date of award of the contract.

24. **Settlement of Dispute and Jurisdiction:**
   - Any dispute and or differences arising out of or relating to this Contract shall be resolved amicably between the QCI/NABL and CAMC Service Provider within the period of 30 days from the date of occurrence of the dispute and if the same could not be resolved within the said period, then the dispute will be referred to sole arbitrator to be appointed by CEO, NABL as per the Arbitration and Conciliation Act, 1996.
   - Both parties agree to subject all legal matters pertaining to this contract to Gurugram Jurisdiction only.

25. All rights towards above terms & conditions are reserved by QCI/NABL.

Thanking you,
Yours faithfully,
Signed/-
Vikas Kumar Jaiswal
Dy. Dir. (H.R.& A.)

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**Declaration by the bidder:**
The above mentioned terms & conditions are accepted by us.

Bidders Signature & Seal
### Annexure - ‘A’
#### Acceptance Letter

<table>
<thead>
<tr>
<th>S. No.</th>
<th>Description</th>
<th>Applicable Values/Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Name of work</td>
<td>Comprehensive Annual Maintenance Contract (CAMC) with short comings (repairs required) of 17 Ton Rating, 12 Packaged Units of VOLTAS brand air conditioners installed in the office of Quality Council of India (Board NABL), Gurugram, Haryana.</td>
</tr>
<tr>
<td>2</td>
<td>Client/Owner</td>
<td>Quality Council of India (Board NABL)</td>
</tr>
<tr>
<td>3</td>
<td>Type of Tender</td>
<td>Rate Contract</td>
</tr>
<tr>
<td>4</td>
<td>Ernest Money Deposit</td>
<td>Rs. 10,000/-(Rs. Ten Thousand only)</td>
</tr>
<tr>
<td>5</td>
<td>Time for completion of work</td>
<td>Towards required repairs at the earliest and not beyond 30 days from issue of LOI. CAMC shall be applicable thereafter for a period of One Year only.</td>
</tr>
<tr>
<td>6</td>
<td>Mobilizing Advance</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>7</td>
<td>Interest rate on mobilizing advance</td>
<td>Not Applicable</td>
</tr>
<tr>
<td>8</td>
<td>Validity of Tender</td>
<td>90 (Ninety Days)</td>
</tr>
<tr>
<td>9</td>
<td>Performance Guarantee/ Security Deposit/retention money</td>
<td>10% of the value of the contract in the form of account payee demand draft or bank guarantee. This should be valid for a period of 60 days beyond the completion of all contractual obligations of the applicant including warranty.</td>
</tr>
<tr>
<td>10</td>
<td>Time allowed for starting the work</td>
<td>The date of start of contract shall be reckoned as per the issue of letter of intent of acceptance of tender through Letter/E-mail/FAX etc.</td>
</tr>
<tr>
<td>11</td>
<td>Defect liability period</td>
<td>02 (Two) months from the date of completion of work contract.</td>
</tr>
</tbody>
</table>

#### Undertaking by the Bidder/Bidders

(a) I/We agree to abide by and fulfil all terms and conditions referred to above and as contained in tender documents elsewhere and in default thereof, to forfeit and pay to Quality Council of India (Board NABL), or its successors or its authorized nominees such sums of money as are stipulated in the notice inviting tenders and tender documents.

(b) I/We hereby agree to pay the earnest money of amount as mentioned in the ‘Memorandum to this Form of Tender’ in favour of NABL, payable at place as mentioned in the “NIT”

(c) If I/We fail to commence the work within 30 days of the date of issue of Letter of Intent and/or I/we fail to sign the agreement as per contract and/or I/we fail to submit performance guarantee as per contract, I/we agree that QCI/NABL shall, without prejudice to any other right or remedy, be at liberty to cancel the Letter of Intent and to forfeit the said earnest money as specified above.

Dated the ________________ day of ________________

Signature of bidder ____________________

Name (capital letters) : _______________________________ Address : _______________________________

Seal of bidder _______________________________

(End of tender document)
Quality Council of India (Board NABL)
PLOT NO-45, SECTOR-44, GURGAON, HARYANA-122003
Tel-0124-4679700(30 Lines), Fax-0124-4679799,
www.nabl-india.org