

**National Health Systems Resource Centre (NHSRC)  
NIHFW Campus, Baba Gang Nath Marg, Munirka,  
New Delhi -110067 Tel-+ 91-11-26108984, 92, 93  
NHSRC WEBSITE: [www.nhsrcindia.org](http://www.nhsrcindia.org)**

**Tender: NHSRC/24-25/Tender/3**

**Date: 1 8 Oct 2024**

**NAME OF WORK: - COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF CENTRALIZED AIR CONDITIONERS (QTY 2) INSTALLED at NATIONAL HEALTH SYSTEMS RESOURCE CENTRE**

1. On behalf of the Executive Director, NHSRC, Tenders are inviting TWO BID SYSTEM for a Comprehensive Annual Maintenance contract of Centralized Air Conditioners (Qty 2) installed at NHSRC from the experienced authorized agencies/ OEM agencies in the relevant category of work and who have carried out similar works with Govt. departments/PSU's/MNC's or service providers as per the requirements and details enclosed. The Terms and Conditions of the Contract as notified in the tender document are available on the official NHSRC website [www.nhsrcindia.com](http://www.nhsrcindia.com) NHSRC, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi - 110067. Eligible and interested agencies may send their Tenders by **07 Nov 2024** to **The Principal Administrative Officer, NHSRC, National Health Systems Resource Centre, NIHFW Campus, Baba Gang Nath Marg, Munirka, New Delhi – 110067**

i	Service to be provided	Centralized Air Conditioners (Qty 2) installed at NHSRC
ii	Tender document download date/time	10:00 Hrs. On 18/10/ 2024
iii	Pre-bid meeting	15:00 Hs. On 25 /10/ 2024
iv	Last date and time for receipt of bids	14:30 Hrs. On 07 /11/2024
v	Date and time for opening of Technical bid (envelope-1)	15:00 Hrs. On 08/11/2024
vi	Financial bids (envelope-2) of only those bidders, who qualify for bidding will be opened.	Financial bids (envelope-2) of only those technical bidders, who qualify for bidding will be opened. The date for opening of second envelope containing financial bid will be intimated to the qualified bidders
vii	Period/Extension Of Contract	One year from the date of Award of contract with an option of extension for a further period of maximum of two years at the same terms and conditions subject to extension of NHSRC beyond 31 Mar 2025 and providing of satisfactory services on year to year basis at the sole discretion of NHSRC.
viii	Performance Guarantee	3% of the total cost of annual value by way of DD from a commercial bank. (In case of MSME and startup, certificate must be annexed with tender Documents)

### General Guidelines

1. The tender shall be completed in all respect and should be signed by the Authorized Signatory of Tenderer on all the pages and duly signed all pages of tender shall be placed with Technical Bid. Also, the company stamp shall be placed under the signature of person on each and every page of tender document.
2. All the columns of the tender shall be duly, properly and exhaustively filled in. The rates shall not be overwritten.
3. The Technical bid of the bidders will be opened on 08 Nov 2024 and financial bid of the technically qualified bidders only will be opened on a later date.
4. All technically qualified bidders will be intimated accordingly for the same.
5. The tenderer must confirm their acceptance of the terms and conditions mentioned herein and the enclosed documents. Each page of the original quotation document should be signed and returned back and this will form a part of the contract.
6. Complete tender document available on our website <https://nhsrcindia.org/tenders> any further corrigendum/addendum to this tender document shall be made available on aforesaid website.
7. It is therefore, requested that the bidders may regularly visit the website for checking any corrigendum/addendum to this document.
8. The equipment is to be repaired maintained and serviced as per the SOP.
9. The agency should have a registered office and operations with in Delhi / NCR .

### SCOPE OF WORK INCLUDES:

#### I. COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF CENTRALIZED AIR CONDITIONERS (QTY 2)

A summary of installed ACs is given below:

S. No	Model	Description	Compo SI No	Capacity
1	DPA 2642S	Floor Standing Packaged AC 22 TR Scri	80051	22.000TR
2	DPA2642S	Floor Standing Packaged AC 22 TR Scri	80015	22.000TR

1. Carry out routine maintenance and functional test will be done by Agency/ Firm once in month and also attend 24x7 all complaints during the contract period.
2. Under the CMC Contract, the Agency/Contractor shall maintain Centralized Air Conditioners (2) units in good working condition throughout the period of contract.
3. The CMC Contract includes all equipment viz Compressor, condenser, Capacitor Fan, Motor, Remote Controller, PCB Board, Contractor, Condenser Coil, Evaporator Coil, refrigerant Pipe, Cooling Tower Nozzles, Condenser water pumps with motors, water quality specification, all spare parts/consumables required items, lubrication of parts and assemblies etc. All electrical items, control wiring Refrigerant Gas, water cooled Units, Air Cooled Units etc.
4. The required tools and spare parts for carrying out the work shall have to be arranged by the Contractor at his cost and no tools will be arranged by this NHSRC office.
5. The agency/contractor shall make his own gas fillings, brazing, and welding arrangements in the place of work at his own risk.

6. CMC includes 1 routine visit every month as per the work requirement i.e. the service engineer shall visit the site and shall inspect all the Air Conditioners once every month. Further the firm has also to attend unlimited Emergency /on-call basis visits as when required as per requirement of the office without any additional charges.

7. During occurrence of contract, if any mishap occurs due to electrocution or faulty fittings, it will be the responsibility of the contractor to compensate the loss on account of injury to any person/property.

8. Subletting of contract shall not be considered by second party (i.e. NHSRC).

### 9. Penalty Clause

Any penalty due during the CMC period will be adjusted against the bills payable or Security Deposit retained by the NHSRC as per the following in case of non-satisfactory services provided under CMC:-

S. No	Type of Defective Service Penalty Amount	Penalty Amount
1	Penalty for Centralized Air Conditioners (Qty 2) which is not repaired post completion of 24 hours of reporting the complaint till the day the complaint is rectified.	Rs 300/- per day till the day of rectification
2	Penalty for every breakdown for more than three times in a month	Rs 500/- per month
3	Penalty for not doing the Preventive Maintenance or Vendor does not fulfill the provisions of the contract in a quarter	Only the proportionate maintenance charges for that period during the month will be considered payable by NHSRC without prejudice to the right of the NHSRC to terminate the contract.
4	Penalty for non-responsiveness to the calls of the NHSRC to repair or replace the faulty parts of equipment. If the vendor could not resolve the issues or not showing any interest to resolve the issue or non-responsive to NHSRC's calls	NHSRC will arrange to rectify the same through any other agency and recover the losses from the vendor by suitable deductions from the bills payable to the vendor or from the Security Deposit and contract cancelled
5	Penalty for losses to NHSRC's property while performing the preventative measures or repair works on account of any negligence, mishandling, non-adherence to the required safety protocols, commission or omission by the technicians of the Vendor and if any loss or damage caused to the Equipment or any NHSRC's property.	Contractor to rectify or shall make good of the losses suffered by the NHSRC or NHSRC will recover the actual amount incurred by NHSRC

## Technical Bid

The agencies/companies who fulfill the eligibility criteria mentioned below will only be considered for opening of financial bid:

S. No	Particulars	Documents to Annex
1	The agency / Company should being existence for at least three years except MSME and Startup company	Certified copy of registration certificate.
2	Company should have average turnover of Rs. 10 lacs in similar field in previous three financial years ending on 31.03.2024	Audited accounts of three Financial years may be enclosed.
3	Firm's Registration Certificate, and Valid Electrical License/Electrical Competence	Certificate to be furnished/enclosed
4	Company should have experience of similar work in Institute/Academic Institute/Public Sector Undertaking/MNC/ Corporate Sector during last Three (03) years.	Certified Copies of Work orders/ Experience certificate etc. on the letter head of the client / customer.
5	Company should have valid PAN, GST registration	Certified Copy of each document
6	Company should not have been barred / blacklisted for taking up similar work in any organization	A certification to this effect on the letter of the bidder
7	Performance Guarantee	3% of the total cost of annual value by way of DD from a commercial bank. (In case of MSME firm and Startup certificate must be annexed with tender Documents)
8	The Firm/office/service should have well established servicing facility in Delhi - NCR (Address proof)	Certificate to be furnished/enclosed

## Financial Bid

1. Interested agencies may submit financial bid as per enclosed format (Annexure "A"), duly authenticated and stamped.
2. The Financial Bid should contain all relevant price information for the Comprehensive Annual Maintenance contract. The Bid Form must be filled in completely, without any errors, or alterations.
3. The Financial Bid should not contradict the technical offer in any way.
4. Selected company will be required to deposit Performance Guarantee @ 3% of the Work value which shall be in the form of DD in favour of the NHSRC. The format of which will be provided at the time of Award of Work. (In case of MSME firm and Startup a MSME certificate must be annexed with tender Documents)

## **Instructions for Bid Submission**

The bidders are required to submit their bids in hard copy and may send by Speed post, Courier or Drop in the tender box kept at reception of this office after proper signature on each page and documents or Certificates. No electronic and soft copy of bid will be accepted against this bid by National Health System Resource Centre. Vendors may raise their concerned /query if any during Pre-bid only. No query will be pondered after closing of Pre-bid. If any corrigendum issued after pre-bid will be uploaded on NHSRC office website against tender document.

## **GENERAL TERMS AND CONDITIONS**

1. The rates quoted by the contractor shall be taken as net and nothing extra shall be paid on any account i.e. royalty, cartage, taxes and stacking at required places etc.
2. The NHSRC will not be responsible for any casualty to the workers that may happen during maintenance etc.
3. The department reserves the right to close the contract at any time during the currency of the contract and 30 days' notice will be issued to the Agency/Firm without giving any compensation.
4. The contractor must possess the requisite instruments & arrange tools at site for maintenance and no instrument shall be provided by the NHSRC.
5. The Agency/Firm should handover all the electrical equipment in good working condition and any disputes the contractors responsible to rectify the same and handover to next Agency/ Firm after completion of the contract period.
6. All complaints have to be attended free of cost including breakdown maintenance within a specific period/time/hours depending upon the urgency of the same. The service report shall be submitted immediately with details of fault attended, action taken and further suggestions, if any.
7. The contract is also liable to be terminated if the Professional Service Provider commits a breach of any of the terms of the contract and in this event, the Professional Service Provider is responsible and liable for all the loss and damage arising out and as a consequence of such breach. NHSRC shall have the right to proceed under risk and cost against the professional Service Provider.

## **Validity of Contract**

1. The tenure of the contract shall ordinarily be 1 year. However, the competent authority in NHSRC may at the discretion, allow extension of the tenure of contract, up to two spells of one year each subject to satisfactory services of the firm.
2. The competent authority reserves the right to terminate the contract at any time before completion of the tenure in case the services of the firm are found unsatisfactory.

**Payment Terms:** 4 Equal installments at the end of every quarter.

**Mode of payment:** - The payment shall be released through NEFT/RTGS on receipt of bill along with monthly service reports.

**Satisfactory Services** - The decisions of NHSRC shall be final and binding on the firm / agency for the purpose of determining satisfactory services.

## **Jurisdiction**

Notwithstanding any other court or courts having jurisdiction to decide the question(s) forming the subject matter of the reference if the same had been the subject matter of a suit, any and all action and proceeding arising out of or relative to the contract (including any arbitration in terms thereof) shall lie only in the Court of Competent Civil jurisdiction in this behalf at NCT of Delhi and only the said Court(s) shall have jurisdiction to entertain and try any such action(s) and/or proceeding(s) to the exclusion of all other Courts. Prior to this effort may be made to settlement of dispute through the Commercial Courts, Commercial Division and Commercial Appellate Division of High Court.

## **Arbitration**

All disputes and differences arising out of, or in any way, concerning this agreement (except those, the decision whereof is otherwise, hereinbefore provided for) shall be referred for sole arbitration by any person to be nominated by the Executive Director, NHSRC at NCT Delhi. The award of the arbitrator so appointed shall be final and binding on both the parties.

## **Governing Laws and Settlement of Dispute**

Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 day, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the National Health Systems Resource Centre in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made there under including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Delhi and the decision of the arbitrator shall be final and binding on the parties.

## PROFORMA FOR BID

1. Name and Address of the firm/agency, telephone number, fax, mobile number, email address
2. Type of organization (Whether proprietorship, partnership, private limited, limited company)
3. Name and Address of the directors proprietor /partners
4. Year of formation of the company/ experience
5. Nature of business carried by the company
6. Total number of employees of the firm
7. **Contact number in case of emergency**
8. Whether authorized service provider of any OEM/Manufacturer
9. If yes, Name & Address of OEM (please furnish documentary proof)
10. Details of contracts executed till date (Please give details of contracts executed previously and present contract in hand in a separate sheet, along with documentary proof thereof)
11. Any other information

Certified that all the terms and conditions mentioned in the tender document are acceptable to me/us.

Signature of the Authorized Signatory  
with Seal of the Agency/ Firm

**Format of Financial Bid for Comprehensive Annual Maintenance contract (CMC)  
for Centralized Air Conditioners (Qty 2)**

S.No	Description	Maintenance Cost Without GST	GST	Amount (All Inclusive ) In Rs
1	Comprehensive Annual Maintenance Contract (CMC) for Centralized Air Conditioners (Qty 2) As per the details provided in the tender document under "Scope of Work"			
	Total Amount			

Total all-inclusive amount in Figure :

(Name and Signature of Authorized Signatory with seal)

(Signature of the bidder)

Date



**NON-BLACK LISTING DECLARATION**

FORMAT OF UNDERTAKING, TO BE FURNISHED ON COMPANY LETTER HEAD WITH REGARD TO BLACKLISTING/ NON- DEBARMENT, BY ORGANISATION UNDERTAKING REGARDING BLACKLISTING / NON – DEBARMENT

We hereby confirm and declare that we, M/s-----, is not blacklisted/ De-registered/ debarred by any Government department/ Public Sector Undertaking/ Private Sector/ or any other agency for which we have Executed/ Undertaken the works/ Services during the last 5 years.

Signature of Contractor

With stamp

Date