



राष्ट्रीय मानव अधिकार आयोग

National Human Rights Commission

मानव अधिकार भवन, सी - ब्लॉक, जीपीओ कॉम्प्लेक्स, आई.एन.ए., न्यू दिल्ली - ११००२३ - भारत

Manav Adhikar Bhawan, C-Block, GPO Complex, INA, New Delhi-110023 - INDIA

Fax: 91-011-24651329

E-mail: nhrnga@nic.inWebsite: www.nhrc.nic.in

Dated: 16/12/2022

Last Date For Submission of Tender is 09/01/2023 upto 5 PM**NOTICE INVITING TENDER****FOR AWARDING ANNUAL MAINTENANCE CONTRACT FOR
AIR CONDITIONERS OF THE COMMISSION.**

The National Human Rights Commission is interested to invite quotations for award of Comprehensive Annual Maintenance Contract for **Air Conditioners** installed at its offices (i) **Manav Adhikar Bhawan, G.P.O Complex, INA, New Delhi**, (ii) **3 Thyagaraja Marg, New Delhi** (iii) **13-Mother Teresa Road, New Delhi** (iv) **60, Lodhi Estate, New Delhi** (v) **Flat No. 5F, Type-VII, Block-7, Kidwai Nagar (East) New Delhi-23** or/ and any other accommodation of the Commission in Delhi and NCR area during the course of the Contract;

Any inquiry regarding aforesaid matter can be made from Section Officer (General Administration) (Telephone No. 24663399) on any working day between 10:30 am to 04:00 pm.

1. TENDER

(i) The interested parties may submit their bids/quotations (in the form of **two bid** system viz. **Technical Bid and Financial Bid**) in a sealed envelope superscribed in Bold Letters as **"Quotation for AMC of Air Conditioners"** and addressed to the Section Officer(GA), National Human Rights Commission, Manav Adhikar Bhawan, Block - C, G.P.O. Complex, INA, New Delhi-110023. The bids/ quotations accompanied must be dropped in the **Tender Box** placed in C.R. Section (Room No.04) at Manav Adhikar Bhawan, Block - C, G.P.O. Complex, INA, New Delhi **latest by 09/01/2023** as per the instructions given in this tender notice.

(ii) List of approximate numbers of **Air Conditioners**, to be serviced under AMC is indicated in the enclosed Proforma (**Annexure- II**) for

G-17012/2/2020-GA-Part(1)

/2208/2022

"Proforma for Financial Bid". However, the Commission reserves the rights to exclude/include any make/model of the ACs or increase/decrease the quantity mentioned in the list from the contract. The terms and conditions, which are given below, may be gone through thoroughly and ensure to make a specific mention in your quotation to that effect that the terms and conditions are acceptable to you, in full.

(iii) The tenderers are expected to examine all the instructions, terms and conditions and specifications of the tender documents. Failing to furnish all information / documents required by the tender document in every respect will be at the tenderer's risk and may result in rejection of the tender/bid.

2. BIDS

2 . 1 TECHNICAL BID - This bid shall contain the following documents (All Essential):-

(i) **DECLARATION** - The Declaration (**Annexure - I**) duly filled up, signed and stamped/sealed by the authorised signatory of the bidding firm should be kept in **Technical Bid** envelope alongwith other documents/ information prescribed in this tender notice;

(ii) **REGISTRATION CERTIFICATE** - The bidder must furnish a copy of the Registration Certificate of the firm;

(iii) **EXPERIENCE & LIST OF CLIENTS** - The bidder must have at **least 03 year experience** in the field and furnish list of clients in Govt/Semi Govt Sectors/PSUs where they have the AMC for **Air Conditioners** and also submit the certified copies of AMC contracts of at **least 2 organizations** as a proof of having AMCs;

(iv) **UNDERTAKING ABOUT BLACKLISTING** - The bidding firm should not have been **blacklisted** by any Government / Semi-Govt Department. The bidder should furnish an **Undertaking** to this effect (in **Annexure-I**) that they (firm/agency) have not been blacklisted by Govt/Semi Department/office;

(v) **GST / PAN** - The bidder must have GST and PAN number. The Copies of the GST certificates & PAN Card should be enclosed as a proof; and

(vi) **Bid Security Declaration**- In place of a Bid

security/EMD, the bidders has to accept /sign the **Bid Security Declaration**.

2.2 FINANCIAL BID - This Bid shall contain the rate quoted by the bidder:-

(i) **FINANCIAL BID** - The bidder shall quote/indicate the rates for all items (in Indian Rupees) offered by it in the '**Proforma for Financial Bid**', placed at **Annexure - II**. Please quote rates in appropriate column;

(ii) **The bidder must quote the price excluding/without GST/Service Tax.**

2.3 GENERAL INSTRUCTIONS:-

(i) The technical bid and the financial bid should be sealed by the bidder in separate covers duly superscribed and both these sealed covers are to be put in a bigger cover which should also be sealed and duly superscribed in bold letters as "**Quotation for AMC of Air Conditioners**";

(ii) The technical bids would be opened in the first instance and evaluated by a committee and only the technically acceptable bids would be considered further;

(iii) The bids received after due/last date and time will not be accepted; and

(iv) The quotations / bids which are not in conformity with the instructions contained in the NIT are liable to be rejected. However, in any case, the Commission reserves the rights to reject any bid/quotation without assigning any reasons.

3. SCOPE OF WORK:

(i) The contract shall be on **comprehensive maintenance** services basis and the Commission will not bear any extra charges for general wear & tear and spare parts etc;

(ii) **The comprehensive maintenance covers all** kinds of supply & fixing, charging of gas, replacement of any component/part of air conditioners (outdoor and indoor units, in-let and out-let pipeline, electrical connections etc.

G-17012/2/2020-GA-Part(1)

/2208/2022

needed to keep the Air Conditioners in functional state all the time. **Only original equipment manufacturers parts shall be used;**

(iii) At least one preventive maintenance would be carried out **by the firm in 60 days on** routine basis when the operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control, air flow through the supply air grill, return air grill, condenser, voltage stabilizers, back up electrical power outlet/MCB, operation of the drive motors and fans, air temperature, firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc will be thoroughly checked and replace the component found defective on the above checks and tests.

(iv) This Commission also reserves the right to transfer/shifting/dismantling/re-installation any of the ACs/machines to another location of the Commission in Delhi/NCR area and the selected vendor/service provider has execute the job as and when directed to do so by authorized officer of the Commission.

(v) The selected vendor/service provider shall maintain adequate stock of required spare parts in the store in his nearest service centre. **The service provider shall ensure that in case of compressor breakdown. It shall be replaced with a new compressor of same model with at least one year replacement warranty. Repairing of burnout compressor shall not be allowed.** The spare parts used for replacement shall be of same make/quality as installed in air conditioner with warranty or guarantee of one year period.

(vi) During the period of contract, it will be the responsibility of the contractor to keep the machines in perfect working order. The repair works will have to be carried out on-site. Only in exceptional circumstances the contractor will be permitted to take out the requisite equipment for repairs with prior permission of the Section Officers(GA) and authorized officer of the Commission;

(v) The repair should be carried out only by trained and experienced technician/ engineer. The contractor shall ensure that the engineers / technician deputed are well trained and experienced;

(vi) The contracted firm will be responsible for

satisfactory completion of repairs within reasonable time. The complaint should be attended on the same day of lodging the complaint. However, in case the repairs / maintenance have not been carried out satisfactorily within 24 hours of reporting of complaint, the Commission reserves the right to impose suitable penalty. The charges will be deducted from the subsequent payments; and

(vii) The service engineers shall be provided by the contracted firm from **Monday to Friday** between 9.30 a.m. to 6.00 p.m. If need arises, the engineers may also be **called on Saturday/Sunday/Holiday on no extra charges.**

4. TERMS & CONDITIONS:

(i) The AMC shall be awarded for a period of 12 months from the date of commencement of the contract and can be extended / renewed for another 02 years on same terms & conditions and rates, on mutual consent basis depending on satisfactory performance of the firm, on year to year basis. However, the Commission reserves the right to terminate the AMC by giving one month's notice without assigning any reasons or to entrust the job to any other firm / party at the risk / expenses of the defaulting contractor;

(ii) The rates once quoted by the vendor will remain valid throughout the contract period even if the contract is extended / renewed for the further period. The number of unit / **Air Conditioners** is subject to change depending upon the requirements time to time;

(iii) In place of a Bid security, the Bidders has to accept /sign the **"Bid Security Declaration"; and**

(iv) **Immediately after award of the contract, the contractor shall be required to furnish Performance/Bank Guarantee (3% of value of the contract), in the name of 'National Human Rights Commission, New Delhi' which should be valid for a period of 60 days beyond the date of completion of contract;**

(v) The engineers/technicians deputed by the firm should have own tools & equipment;

(vi) Any kind of payment due to the vendor will be

G-17012/2/2020-GA-Part(1)

/2208/2022

considered only after furnishing of the
Performance/Bank Guarantee;

(vii) The AMC charges will be released in the following manner:-

- (a) 25% in the beginning of contract
- (b) 50% after completion of 6 months/half period of contract
- (c) 25% after satisfactory completion of the contract.

(viii) The final 25% AMC charges ('c' above) will be released only after assessing the overall performance/service rendered by the contractor and subject to the condition that the firm must ensure and satisfy that all machines are perfectly up to the mark on the last day of the contract;

(ix) The contracted firm is required to maintain sufficient stock of spares parts to provide timely service;

(x) The Commission shall deduct TDS u/s 194c of the IT Act, 1961 & GST respectively;

(xi) The vendor will be required to maintain Job Card for the product under AMC and lodge all complaints, action taken, parts replaced, time taken in rectification, etc., which shall be duly signed by user and Engineer. Payment, if any, will be made on the basis of satisfactory execution of jobs and on production of pre-receipted bills;

(xii) The contracted firm shall invariably furnish the complete address of the premises of its offices, go-downs and workshops where inspection can be made together with full name & address of the person who is to be contacted for this purpose;

(xiii) Hypothetical or conditional tenders will not be entertained. Tender once submitted shall not be allowed to be withdrawn or altered. If the tender is withdrawn or altered by the concerned party at any time after it is submitted, appropriate action may be taken;

(xiv) Over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid;

(xv) The Commission shall have no liability, financial or otherwise, for any harm/damage/injury incurred by the

manpower deployed by the contractor in the course of performing the work in the Commission or at any other place. **Neither the tenderer nor his engineers/workers shall have any claim on this Commission for compensation or financial assistance on this account; and**

(xvi) **During the contract period if any Air Conditioner (AC) under AMC will be added or removed from the AMC due to any reason, the Commission shall make payment on pro-rata basis for added or removed item, based on its annual maintenance charge.**

5 . Penalty Clause: The vendor will be responsible for satisfactory completion of repairs at the earliest. However, in case the repairs / maintenance is not carried out satisfactorily within 24 hours of reporting of complaint, the vendor is liable to be penalized @ Rs. 500/- per day per equipment. The charges will be deducted from the subsequent payments.

Signed by Sanjay Kumar

Date: 16-12-2022 16:05:28

(Sanjay Kumar)
Deputy Secretary

Enclosed: Annexure-I & II

G-17012/2/2020-GA-Part(1)

/2208/2022

Annexure - I**DECLARATION**

(To be kept in Technical Bid Envelope)

M/s _____ (Name, address and Landline and Mobile No. of bidding the bidding firm/agency):-

S. No.	Documents kept in the 'Technical Bid' envelope	Whether enclosed (The firm would write YES or NO)
01	Copy of Registration/License of the firm	
02	Certificate/proof/documents regarding at least 03 year experience in the field	
03	Experience - List of Clients Govt/Semi Govt./ PSUs offices with address, name of contact person and contact numbers and certified copies of AMC contracts of at least 2 organizations as a proof of having AMCs.	
04	Self certificate in respect of not being blacklisted from any Government Ministry/Department	
05	GST registration certificate of the contractor/ agency / firm.	
06	Copy of PAN.	
07	Bid Security Declaration	

(i) It is hereby declared that the Terms & Conditions of the **NHRC's NIT F.No. G-17012/2/2020-GA-Part (1)** dated **16.12.2022** are fully acceptable to this Firm / Agency.

(ii) It is also declared that our firm has never been black-listed by any government/Semi Govt department.

(iii) "Bid Security Declaration"

(a) That I / we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.

(b) That in the event we withdraw or modify our bid during the period of validity Or I/we have awarded the contract and I/we fail to sign the

contract Or to submit a performance security within given time line and I/we will be suspended from being eligible for bidding / award of all future contract(s) of National Human Rights Commission for a period **of two years** from the date of committing such breach.

**(To be signed by the Authorized Signatory
of the Firm/Agency with Name and Stamp**

Note:-Financial bids of only those firms will be opened who qualify in the technical bids.

G-17012/2/2020-GA-Part(1)

/2208/2022

Annexure - II**FORMAT FOR FINANCIAL BID**

(For quoting rates in Indian Rupees)

Name & Address of Firm : - _____

(With Telephone No. & Mobile No.) _____

COMPREHENSIVE ANNUAL MAINTENANCE CHARGES:

Sl.No.	Type of ACs (Make of LG/ Videocon/ Hitachi/ Carrier/ Midea etc.)	Qty.	Per Unit AMC Rate (in Rs.) excluding taxes
01	Split AC	21	
02	Window AC	01	
03	Tower AC	01	
Total		23	

(Note: Quantity of ACs may vary during/after awarding the AMC contract)

RATE FOR MISCELLANEOUS WORKS

S/No.	Job Description	Rate (in Rs.)
1	Charges for installation of Split AC including gas charging, if so needed, and all other related work (excluding copper pipe and electricity cable)	
2	Charges for installation of Split AC without gas charging and all other related work (excluding copper pipe and electricity cable)	
3	Charges for installation of Window AC including gas charging, if so needed, and all other related work (excluding copper pipe and electricity cable)	
4	Charges for installation of Window AC without gas charging and all other related work (excluding copper pipe and electricity cable)	
5	Charges for installation of 3 Phase Tower AC including gas charging, if so needed, and all other related work (excluding copper pipe and electricity cable)	
6	Charges for installation of 3 Phase Tower AC without gas charging and all other related work (excluding copper pipe and electricity cable)	
7	Charges for Gas Charging in 1.5 Ton Split AC (in case the AC is not covered under AMC)	
10		

Signature of the authorized signatory with stamp of the firm