

निविदा दस्तावेज़
TENDER DOCUMENT

आंचलिक कार्यालय, चंडीगढ़, पंचकुला में केंद्रीकृत वातानुकूलित प्रणाली का एएमसी –
तोशीबा मेक

**AMC of Centralized Air-conditioning system (Toshiba Make) at
Zonal Office, Chandigarh at Panchkula**

नेशनल फर्टिलाइजर्स लिमिटेड
(भारत सरकार का उपक्रम)
प्लॉट नंबर **88** (संस्थागत), सेक्टर **20**, पंचकुला

NATIONAL FERTILIZERS LIMITED
(A Govt. of India Undertaking)
Plot No. 88 (Institutional), Sector 20, Panchkula

Ref.No.

Dated:

To,

Sub: **AMC of Centralized Air-conditioning Toshiba SMMSse VRF System**

Dear Sirs,

Bids are invited through GeM Portal only for the work as detailed below:

1. **Name of Work:** AMC of 06 nos. VRF SPMS-CARRIER Toshiba Make HVAC Centralized Air-conditioning System at Zonal Office, Chandigarh at Plot #88 (Institutional), Sector-20, Panchkula, as per details given below:-

10.0 Ton	-	1 no.
12.0 Ton	-	2 nos.
16.0 Ton	-	2 nos.
22.0 Ton	-	1 no.
Make	-	TOSHIBA
Model/Year of Manufacture	-	MMY-MAP1206HT8D-XA (2 nos.) - 2022 MMY-MAP2206HT8D-XA (1 no.) - 2021 MMY-MAP1606HT8D-XA (2 nos.) - 2021 MMY-MAP1006HT8D-XA (1 no.) - 2021

2. Earnest Money: NIL

3. Tender Fee: NIL

NFL's bank account details : SBI CC No.10848032070, IFSC: SBIN0011705

4. Estimated Value of the work: Rs.2,80,000/- (Exclusive of GST)

5. Last date of issue of Tenders: _____

6. Last date and time of Receipt of Tenders: _____

7. The date and time of Opening of Tenders: _____

8. The rates quoted shall remain valid for a period of 120 days from date of opening of tenders.

9. National Fertilizers Limited reserves the right to reject any or all tenders without assigning any reason whatsoever and also does not bind to accept the lowest tender.

10. The tenderer shall submit/upload scanned copies of Annexures A, B, C, D, E & F as required by NFL duly signed with office seal.

11. This letter shall form part of the contract document and shall be signed and returned along with the tender documents.

12. No condition or deviation should be mentioned by tenderer in Price Bid. Offers where the party has mentioned any condition or deviation in Price Bid shall be out rightly rejected.

13. While submitting the offer, bidders may ensure that tender document/offer has been signed by authorized signatory of the company. Subsequent withdrawal of offer / non-acceptance of orders placed based on the offer submitted by them, will not be entertained on the ground that the offer was not signed by the authorized person.

14. Rates quoted by the tenderer and agreed finally by NFL shall be firm and shall not be subject to any escalation whatsoever throughout the contract period or extended period thereof.

15. All standard clauses of GeM like MSME, Make in India, Start-up etc. and subsequent amendments on GeM shall also be applicable.

16. The Tender shall be addressed to The Zonal Manager, Zonal Office, Chandigarh at Panchkula.

Thanking you,

Yours Sincerely,
for and on behalf of NFL,

(Bahadur Singh)
Chief Manager(HR)

ELIGIBILITY CRITERIA

1. The Service Provider should have executed one work of 80% value (Rs.224000/-) or two works of 50% value (Rs.140000/- each) or three works of 40% value (Rs.112000/- each).
2. The Service Provider must have an established service base in Tricity (Chandigarh, Panchkula or Mohali).
3. The bidder should submit authorisation certificate from OEM.
4. Proof of registration with GST is essential and copies of the proof should be submitted.
5. The Service Provider should not be blacklisted by any PSU/ banks/ Govt. organizations. Self-declaration should be submitted by the authorized official of the company.

GENERAL AND COMMERCIAL TERMS & CONDITIONS

1. **Award of Contract:** The work shall be awarded to the technically qualified bidder, who quotes the lowest prices for the specified work.
2. The successful bidder shall be required to execute an agreement in the proforma to be provided by NFL on non-judicial stamp paper of 100/- within 10 days from the date of issue of Work Order or some other extended time as may be allowed by NFL. The cost of stamp paper and execution shall be borne by the bidder. The terms and conditions contained in the NIT, Work Order and any other understanding shall form part of the contract.
3. **Contract Period:** The AMC shall be for a period of one year. However, the same shall be extendable for another one year on the same, rates, terms and conditions with mutual consent of both the parties.
4. **Laws governing contract:** The contract shall be governed by the applicable laws for the time being in force.
5. **Taxes:** The prices quoted by tenderer are inclusive of all Taxes, duties and other statutory levies or which may become applicable/leviable in future or from time to time. Unless specified to the contrary in the bid, all present and future taxes & other statutory levies shall be borne and paid for by the tenderer. Payment of Taxes shall be the responsibility of tenderer and shall not be payable by NFL and the tenderer shall not raise any dispute in this regard at a later stage.
6. **TDS:** Income Tax as per provisions of Income Tax Act and its amendments from time-to-time shall be recovered from your bills. TDS certificate shall be issued to you.
7. **Security Deposit:**
 - The successful tenderer shall be required to deposit a Security amount equivalent to 10% of the total work order value by way of NEFT/RTGS/Demand Draft/Bank Guarantee from any Nationalized/Scheduled bank in favour of “National Fertilizers Limited, Zonal Office, Chandigarh at Panchkula”, for due and faithful performance of the contract within a period of 15 days from the date of award of the contract. The Bank Guarantee shall be valid till the period of the contract or any extension together with a claim period of six months.
 - The Security Deposit shall be refunded (or BG released) after three month of successful completion of the contract period including AMC and no objection certificate issued by the Zonal Office to that effect by NFL. It shall be lawful for NFL, if any differences or dispute are likely to occur, to defer payment of the security deposit or any portion thereof, which may be due for release until such difference and dispute, has been finally settled or adjusted.
 - The Security Deposit shall not bear any interest.
8. **Payment Terms:** The payment shall be released on quarterly basis (if the services are satisfactory) on submission of bill by the Service Provider on completion of service in each quarter.
9. **Indemnity**
 - (a) The contractor shall at all times indemnify NFL against all claims which may be made in respect of any equipment, used in the services under the contract for infringement of any right protected by patent, registration of designs or trade mark provided always that in the event of any claim in respect of alleged breach of patent, register designs or trade mark made against the company (owner), the same will be notified to the contractor and the contractor shall at his own cost either settle any such dispute or conduct any litigation that may arise there from.
 - (b) The Contractor shall indemnify and legally protect NFL and/or its employees against all claims, actions, proceedings, demands, costs, expenses causes of action or suit arising out of, incidental to any/or consequent upon the services provided by the contractor under the contract or due to the failure of the contractor in the performance of his obligations under the terms of the contract. The tenderer shall

indemnify NFL against any infringement of trademark /copyright or title to goods / services by him and shall be solely responsible for goods / services offered.

- 10. Jurisdiction:** Notwithstanding any other Court or Courts having jurisdiction to decide the question(s) forming subject matter of a suit any and all actions and proceedings arising out of or relating to the contract (including any arbitration in terms thereof) shall lie only in the court of a competent civil jurisdiction in this behalf at Chandigarh (where this contract has been signed on behalf of NFL) and only the said Court (s) shall have jurisdiction to entertain and try such action(s) and/or proceeding(s) to the exclusion of all other courts.
- 11. Arbitration:** Except where otherwise provided in the contract all matters, questions, disputes or differences whatsoever, which shall at any time arise between the parties hereto, touching the construction, meaning, operation or effect of the contract, or out of the matters relating to the contract or breach thereof or the respective rights or liabilities of the parties, whether during or after completion of works or whether before or after termination shall after written notice by either party to the contract be referred to the arbitration of Head of Marketing Division, National Fertilizers Limited or his/her nominee.

The Arbitration & Conciliation Act, 1996 or any statutory modification or re-enactment thereof and the rules made thereunder shall govern the Arbitration proceedings.

The contractor hereby agrees that he shall have no objection if the arbitrator so appointed is an employee of NFL and he had to deal with the matter to which the contract relates and that in the course of his duties as such he has expressed his views on all or any of the matter in dispute or differences.

If the arbitrator to whom the matter is referred, vacates his/her office by any reason whatsoever then the next arbitrator so appointed by the authority referred above may start the proceedings from where his predecessor left or at any such stage he may deem fit.”

“It is agreed by and between the parties that in case a reference is made to the Arbitrator or the Arbitral Tribunal for the purpose of resolving the disputes / differences arising out of the contract by and between the parties hereto, the Arbitrator or the Arbitral Tribunal shall not award interest on the awarded amount more than the rate of SBI PLR /Base Rate as applicable to NFL on the date of award of contract.”

Force Majeure: The terms and conditions agreed upon under the contract shall be subject to force majeure. Neither the tenderer nor NFL shall be considered in default in the performance of their obligations contained therein, if such performance is prevented or delayed or restricted or interrupted with by reasons of war, hostilities, revolution, civil commotion, strike, epidemics, accident, fire, floods, earthquake, regulation or ordinance or requirement of any government or any sub-division thereof or authority of representative of any such government and / or due to technical snag / reasons or any other act whatsoever whether similar or dissimilar to those enumerated, beyond the reasonable control of the parties hereto or because of any Act of God. The party so effected, upon giving prompt notice to the other party shall be excused from such performance to the extent of such prevention, delay, restriction or interference for the period it persists provided that the party so effected shall use its best efforts to avoid or remove such causes of non-performance if possible and shall continue performance hereunder with the utmost dispatch whenever such causes are removed. Should one or both parties be prevented from fulfilling their contractual obligations by a state of force majeure lasting continuously for a period of one week, the two parties to the contract shall meet and decide about the future course of action for implementation of the contract.

SCOPE OF WORK FOR COMPREHENSIVE AMC OF TOSHIBA MAKE SMMSe/VRF System

Following works shall be covered under the Comprehensive Annual Maintenance Contract:

1. Attending to any number of breakdown calls during normal working hours on all working days in order to keep the system in operating condition.
2. Routine inspection and general checking of units.
3. Providing of four quarterly preventive services even spaced or as per site or user's requirement during the AMC period.
4. Refrigerant gas charging or topping up during leakage repairing.
5. Repair or replacement of all electrical or mechanical running part like compressor, PCB, Fan motor, Contactor etc. found defective due to normal wear and tear only.

Technical Bid

Profile of the BidderAMC OF TOSHIBA MAKE SMMSe/VRF System

1.	Name and complete address of the Tendered Company	
2.	E-mail/Cell No. of the Tendered Company	
3.	Contact person's name & designation and telephone No.	
4.	Details of registered office, if any, along with contact person's name and tele. No.	
5.	Details of service centre/ office in Chandigarh, Mohali, Zirakpur, Panchkula or nearby places within a distance of 20 Kms. along with contact person's name and tele. No.	
7.	Legal status i.e. public / private limited / any other along with documentary evidence.	
8.	Income-Tax registration number along with documentary evidence.	
9.	GSTIN number along with documentary evidence.	
10.	Whether MSME or not? If yes, please provide documentary evidence	
11.	Whether the party has relevant experience as per Clause 1 of Annexure-A. If yes, provide documentary evidence.	
12.	OEM Authorisation	
13.	Submission of Annexure A, B, C, D, E & F	
14.	Undertaking regarding blacklisting by any PSU/Bank/Govt. Deptt.	
15.	Bank Details of company	

Date

Name and Signature of Bidder with Corporate Seal

Undertaking

To

Dated:

Zonal Manager (Mktg)
National Fertilizers Limited
Plot No. 88, Sector-20, Panchkula – 134117

Subject: **AMC OF TOSHIBA MAKE SMMS_e/VRF System**

Dear Sir,

I/We _____ have read the conditions of tender attached hereto and agree to abide by such conditions. I/We offer to do the job of **AMC OF TOSHIBA MAKE SMMS_e/VRF System** at Zonal Office, Chandigarh at Panchkula at the rates quoted in the attached Schedule of Rates and in accordance with the specifications, standards and instructions in writing of the Engineer-in-charge of M/s. National Fertilizers Limited and hereby bind myself/ourselves to complete the work schedule and progress of work.

I/We further agree to abide by the conditions of contract and to carry out all work within the specified time in accordance with specifications of materials and workmanship and instructions referred to in the Notice Inviting Tender.

In case of acceptance of the tender by National Fertilizers Limited, I/We bind myself/ourselves to execute the contract as per the conditions mentioned in the tender documents, failing which, I/We shall have no objection to the forfeiture of the Earnest Money lodged with National Fertilizers Limited, ZO, Chandigarh.

Thanking you,

Yours faithfully,

For M/s _____

(Signature of the tenderer with SEAL)

Address: _____

Undertaking - Blacklisting

To

Dated:

Zonal Manager (Mktg)
National Fertilizers Limited
Plot No. 88, Sector-20, Panchkula – 134117

Subject: **Blacklisting**

Dear Sir,

I/We hereby confirm and declare that my/our Company has not been blacklisted/de-registered/debarred by any PSU/Bank/Govt. Department for which we have executed/undertaken the services.

Thanking you,

Yours faithfully,

For M/s _____

(Signature of the tenderer with SEAL)

Address: _____

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP1206HT8D-XA**


	380-415 V	3N~
	50	Hz
	26.1	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

NET WEIGHT **242** kg

PRODUCTION YEAR **2022**

SERIAL No. **242H0008**

Toshiba Carrier Air-Conditioning India Private Limited
MADE IN INDIA

 **WARNING** Do not use any refrigerant different from the one specified for complement or replacement.



HEAT PUMP MODEL

2H10103003

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP1206HT8D-XA**


	380-415 V	3N~
	50	Hz
	26.1	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

NET WEIGHT **242** kg

PRODUCTION YEAR **2022**

SERIAL No. **242H0001**

Toshiba Carrier Air-Conditioning India Private Limited
MADE IN INDIA

 **WARNING** Do not use any refrigerant different from the one specified for complement or replacement.



HEAT PUMP MODEL

2H10103003

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP2206HT8D-XA**


	380-415 V	3N~
	50	Hz
	49.3	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

NET WEIGHT **370** kg

PRODUCTION YEAR **2021**

SERIAL No. **151H0009**

Toshiba Carrier Air-Conditioning India Private Limited
MADE IN INDIA

 **WARNING** Do not use any refrigerant different from the one specified for complement or replacement.



HEAT PUMP MODEL

2H10103008

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP1606HT8D-XA**

	380-415 V	3N~
	50	Hz
	35.8	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

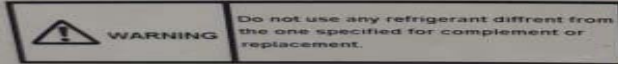
NET WEIGHT **299** kg

PRODUCTION YEAR **2021**

SERIAL No. **152H0006**

Toshiba Carrier Air-Conditioning India Private Limited

MADE IN INDIA



HEAT PUMP MODEL

2H101030 05

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP1006HT8D-XA**

	380-415 V	3N~
	50	Hz
	21.5	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

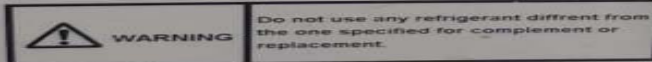
NET WEIGHT **242** kg

PRODUCTION YEAR **2021**

SERIAL No. **150H0005**

Toshiba Carrier Air-Conditioning India Private Limited

MADE IN INDIA



HEAT PUMP MODEL

2H101030 02

TOSHIBA

AIR CONDITIONER

MODEL **MMY-MAP1606HT8D-XA**

	380-415 V	3N~
	50	Hz
	35.8	A
MCA	11.5	kg
HFC - 410A (R410A)		MPa
PS:H4.15/L2.21		(bar)
(H41.5/L22.1)		IPX4

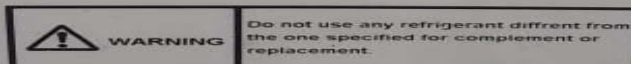
NET WEIGHT **299** kg

PRODUCTION YEAR **2021**

SERIAL No. **152H0007**

Toshiba Carrier Air-Conditioning India Private Limited

MADE IN INDIA



HEAT PUMP MODEL

2H101030 05