

REQUEST FOR PROPOSAL (RFP)

OPERATION & MAINTENANCE OF HVAC SYSTEM

RFP Reference No: 9/1/2018-Admin (Part-A)

Dt.20.11.2020

**National Centre for Sustainable Coastal Management (NCSCM)
(Ministry of Environment, Forest and Climate Change, Govt. of India)
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1. Notice Inviting Proposal


- 1.1 Proposals are invited from eligible INDIAN Bidders (Firms/ Agencies) interested to provide services for "Operation & Maintenance of HVAC System" on outsourcing basis to National Centre for Sustainable Coastal Management (NCSCM) in its office at Anna University Campus, Chennai as per a service contract with specific terms & conditions.
- 1.2 The contract shall be for a period of **three years**, which may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.
- 1.3 Interested Bidders can download the RFP document containing detailed terms and conditions, scope and eligibility criteria from the official website: **www.ncscm.res.in**.
- 1.4 The proposals (both technical and financial) from the eligible bidders must reach the Office of the NCSCM within due date and time i.e. **31.12.2020 at 11 A.M.** in the prescribed format and manner. Proposals received after due date and time shall be rejected.

1.5 Key Information:

Sl. No.	Particulars	Information
1.	Start Date of availability of RFP document in the official website	20.11.2020 04.12.2020
2.	Date & Time of Pre-Bid Meeting	11.12.2020 at 11.30 A.M.
3.	Venue of Pre-Bid Meeting	Conference Room, B2, NCSCM, Anna University Campus, Chennai
4.	Last date and time for receipt of RFP	31.12.2020 at 11 A.M.
5.	Date and time for opening of Technical Proposal	31.12.2020 at 11.30 A.M.
6.	EMD	Rs. 1,00,000/- (Rupees One Lakh) only
7.	Address for submission of RFP	Director, National Centre for Sustainable Coastal Management, MoEF&CC, Gol, Anna University Campus, Chennai-25

Note: In case the date of Pre-Bid Meeting or/ and last date for receipt of RFP happens to be a holiday for NCSCM for any reason, the activity will be held on the immediate next working day at the same time & place.


Director

 NCSCM, Chennai

2. Terms of Reference (TOR)

2.1 Eligibility Criteria

The interested Bidders shall have to comply with the following criteria to participate in the bidding process -

- a) Must have either its registered office or operating office in Chennai.
(Self-attested copy of documentary evidence like Certificate of Incorporation, GST Registration Certificate, etc. to be furnished along with the technical proposal.)
- b) Must have minimum three years of experience (as on 31st March, 2020) in providing similar services on outsourcing basis either to a single organization or multiple organizations, out of which, at least one year must be in Chennai.
(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates to this effect to be furnished along with the technical proposal.)
- c) Must have provided similar services to at least one Government/ Semi-Government Organization/ Public Sector Undertaking/ Corporate Body/ Hotel/ Market Complex successfully (uninterrupted/ continuous) for a period of minimum 12 months during the last 3 years i.e. 2017-18 to 2019-20.
(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates to this effect to be furnished along with the technical proposal.)
- d) Must have executed one similar work of at least Rs.20 Lakh during the last 3 years i.e. 2017-18 to 2019-20.
(Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished along with the technical proposal.)
- e) Must have valid registration under Shops & Establishment Act or other relevant Act/ Rules, Labour Law, Income Tax, ESI, EPF, GST, etc.
(Self-attested copies of such Registration Certificates to be furnished along with the technical proposal.)
- f) Must have employed not less than 10 nos. of field level staff (technical) non-administrative) to render similar services at clients' locations in Chennai (either single location or multiple locations) any time during last 3 years i.e. 2017-18 to 2019-20.

(Self-attested copies of EPF or ESI returns for at least one such month to be furnished along with the technical proposal.)

- g) Must have a minimum average Annual Turnover of Rs.30 Lakh during the last 3 Financial Years i.e. 2016-17, 2017-18 & 2018-19.

(Self-attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished along with the technical proposal. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.)

2.2 Scope of Work

The following personnel shall be provided by the Agency –

Sl. No.	Category	No.	Qualification & Experience
1.	Site In-Charge	1	Age Limit: Minimum 23 years & Maximum 50 years as on 31.07.2020 Educational Qualification & Experience: BE (Mechanical) with 3 years or Diploma in Mechanical with 5 years experience in HVAC Maintenance Working Hours: 8 A.M. to 8 P.M. from Monday to Saturday
2.	Assistant	1	Age Limit: Minimum 23 years & Maximum 50 years as on 31.07.2020 Educational Qualification & Experience: BE (Mechanical) with 1 year or Diploma in Mechanical with 3 years experience in HVAC Maintenance Working Hours: 8 A.M. to 8 P.M. from Monday to Saturday
3.	Helper	1	Age Limit: Minimum 18 years & Maximum 50 years as on 31.07.2020 Educational Qualification: ITI/ 10 th Pass Experience: Not Applicable Working Hours: 8 A.M. to 8 P.M. from Monday to Saturday

During the contract period, the service provider may increase the number of staff under any category if it is required in view of work load, scope of work, etc. with prior approval from NCSCM, Chennai. However, the contract price shall not be changed due to the above.

The scope of work is as follows –

- a) Operate the entire HVAC system on daily basis.
- b) Report to the Official (s) of NCSCM on a daily basis.
- c) Periodic preventive maintenance of the system.
- d) Attend and rectify any break down of the system.
- e) Maintain record of the operation & maintenance activities undertaken.
- f) Bring to the knowledge of the NCSCM official (s) on any deviation or problem immediately on its happening.
- g) Record Maintenance

2.3 Responsibilities of the Service Provider

Followings are the responsibilities of the Agency (Service Provider) –

- a) The service provider shall operate the entire HVAC system from 8 AM till 8 PM on all working days and Saturdays. Operation on Sundays and Holidays shall be carried out by the service provider based on the need of the O&M team of NCSCM. Indicative list of day-to-day operation is provided as **Annexure 1**.
- b) The service provider shall undertake preventive maintenance, as per the schedule provided in **Annexure 2** and shall undertake break down maintenance as and when required.
- c) The service provider shall attend to a system break down, within 3 hours from the time of complaint raised by the operator of the service provider or the O&M team of NCSCM, whichever is earlier.
- d) The service provider shall rectify minor breakdowns within 4 hours from the time of complaint raised by the operator of the service provider or the O&M team of NCSCM, whichever is earlier.
- e) Under normal circumstances, the service provider shall rectify major breakdowns within 1 working day (including Saturday) from the time of complaint raised by the operator of the service provider or the O&M team of NCSCM, whichever is earlier.
- f) The service provider shall evaluate the operation and maintenance schedule and procedure provided by NCSCM, standards/ norms defined by the respective manufacturer/ industry standard/ Indian standard specification/ National Building Codes of India and advice NCSCM for effective maintenance and operation.

- g) The service provider shall check the indoor air quality and provide suggestions, in order to maintain a healthy environment to the users.
- h) All personnel deputed by the service provider shall possess good knowledge about the particular system and should have been well trained in handling the system.
- i) The service provider shall provide Personnel Protective Equipment (PPE), tools and tackles to all its personnel deputed at NCSCM.
- j) Replacement of any failed parts/ component, whose value is beyond the limit of the service provider defined in the contract, shall be replaced only upon the approval of the officials of NCSCM.
- k) The service provider shall use the spares/ components recommended by OEM of the respective systems.
- l) The service provider shall maintain record of the operation and maintenance activities undertaken and shall make them available for inspection by the official(s) of NCSCM, at regular intervals.
- m) The service personnel shall ensure that his personnel deputed at NCSCM shall adhere to the administrative rules of NCSCM.
- n) Any damage caused due to negligence of the service provider and/or his personnel, to any personnel or material in NCSCM, shall be borne wholly by the service provider, in addition to the legal consequences or any other related clause which forms part of the contract.
- o) The Agency shall provide a pool of personnel out of which the officer in charge in NCSCM will select the personnel on the basis of interview or any other selection process deemed necessary for the services.**

2.4 Responsibilities of NCSCM:

- a) To provide space for safe storage of all tools, equipment & machinery brought & used by the agency for the service under this contract and issue of required consumables.
- b) Co-operate with the deployed staff for smooth conduct of the assignments by the agency.
- c) Develop log book, control sheet, checklist for documentation, regular monitoring & quality assurance, review & approval of Standard Operating Procedures (SoP) submitted by the agency.
- d) Authorized Persons of NCSCM shall monitor the work of the agency at regular intervals.

2.5 EMD and Performance Security

- a) The bidders shall submit along with the Technical Proposals, EMD of **Rs.1,00,000/- (Rupees One Lakh)** only in form of Demand Draft (DD)/ Pay Order (PO)/ Fixed Deposit Receipt (FDR) from any scheduled commercial bank of India **in favour of National Centre for Sustainable Coastal Management, payable at Chennai**. The bidders can also submit the EMD in shape of Bank Guarantee (BG) from any scheduled commercial bank of India in the format prescribed in **Annexure 7**. The BG so submitted shall remain valid at least for a period of 300 days from the last date of submission of RFPs.
- b) Performance Security shall be 5% of the contract value. The successful bidder shall deposit the Performance Security in the form of Demand Draft (DD)/ Pay Order (PO)/ Fixed Deposit Receipt (FDR) from any scheduled commercial bank of India **in favour of National Centre for Sustainable Coastal Management, payable at Chennai** within 10 working days (for NCSCM) of notification of award. The bidders can also submit the Performance Security in shape of Bank Guarantee (BG) from any scheduled commercial bank of India in the format prescribed in **Annexure 8**. The BG so submitted shall remain valid at least for a period of 60 days beyond the contractual period.
- c) EMD of all the bidders shall be returned once the successful bidder deposits the Performance Security and signs the Contract (**Annexure 6**).
- d) Performance Security of the successful bidder shall be returned within 60 days of successful completion of the contract period.
- e) Firms/ Agencies registered under SSI/ MSME are exempted from paying EMD. But, the proof of the same needs to be submitted along with the technical proposal.

2.6 Payment & Price Validity

- a) The agency shall submit the monthly bill within 1st week of the following month and payment shall be made on monthly basis as per the contracted rate within 30 calendar days of receipt of bills along with all requisite relevant documents in proper manner. The price shall be all-inclusive including the cost of manpower and management.
- b) The rates quoted by the Agency (as per **Annexure 4**) shall remain unchanged during the contract period.

2.7 Period of Engagement

- a) The engagement shall be for a period of **three years** from the date of actual operation (beginning of service) or signing of contract, whichever is later.
- b) The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated, by either party, at any time during the contract period with two months' notice.
- c) The agency shall sign the contract (Format given in **Annexure 6**) and start providing services (actual engagement of personnel) within 21 days of issue of Letter of Award/ Intimation as per the instructions provided below -.

Acceptance of Award, Submission of Performance Security and Signing of Contract by the selected agency	Issue of Work Order by NCSCM, Chennai	Provide pool of personnel for selection by the selected agency	Deployment for work by the selected agency
Within 7 days from the date of issue of Letter of Award/ Intimation by NCSCM, Chennai	Within 3 working days (for NCSCM, Chennai) from the date of signing of Contract by the selected agency	Within 7 days from the date of issue of Work Order by NCSCM, Chennai	Within 3 days from the date of receipt of the list of selected personnel by NCSCM

2.8 Termination /Suspension of Agreement

- a) The contract can be terminated at any time prior to its completion by either Party with 2 months of notice.
- b) NCSCM may, by a notice in writing suspend the agreement immediately if the service provider fails to perform any of his obligations including carrying out the services, provided that such notice of suspension:
 - (i) Shall specify the nature of failure, and
 - (ii) Shall request remedy of such failure within a period not exceeding 15 days after the receipt of such notice.
- c) NCSCM after giving 30 days clear notice, with or without suspension, in writing expressing the intention of termination by stating the

ground/grounds on the happening of any of the events (i) to (iv) below, may terminate the agreement after giving the service provider reasonable opportunity of being heard -

- (i) If the service provider does not remedy a failure in the performance of his obligations within 15 days of receipt of notice or within such further period as NCSCM has subsequently approved in writing.
- (ii) If the service provider becomes insolvent or bankrupt.
- (iii) If, as a result of force majeure, the service provider is unable to perform a material portion of the services in a period of not less than 60 days: or
- (iv) If, in the judgment of NCSCM, the service provider is engaged in corrupt or fraudulent practices in competing for or in implementation of the project.

2.9 Detail of the HVAC System

- a) Details of the HVAC System are given at **Annexure 4**.
- b) **Similar items which will be procured after the signing of this contract shall also be covered after their warranty periods are over.**
- c) NCSCM has the right to increase or decrease the numbers of equipments beyond the present number from the date of execution of the contract.
- d) In the event of any such increase in the numbers of equipments by NCSCM, the service provider shall operate & maintain the additional equipment (s) till the remaining term/ duration of the contract at the proportionate contract rate for the similar items.
- e) The monetary value for the maintenance of the added equipment (s) shall be included in the subsequent month after due approval from NCSCM, as part of the existing scope of work and upon the same terms & conditions specified in the contract.
- f) In case of deletion of any equipment, the monetary value for the maintenance of such deleted equipment shall not be taken into consideration for payment.

The prospective bidders are encouraged to submit their respective bids after visiting the premises of NCSCM at **11 A.M. on 30.11.2020** for ascertaining the condition of the existing equipment.

3. Instructions to Bidders

3.1 Submission of the Proposal

- a) The proposal shall be submitted in a sealed envelope with clear inscription as **“PROPOSAL FOR OPERATION AND MAINTENANCE OF HVAC SYSTEM, RFP REFERENCE NO. 9/1/2018-Admin (Part-A) dt 20.11.2020** on top of it before due date & time.
- b) The Proposal shall be in two parts i.e. Cover-A and Cover-B. “Cover-A” shall contain the Technical Proposal and “Cover-B” shall contain the Financial Proposal.
- c) Technical and Financial Proposal shall be submitted separately in sealed covers with clear inscription as **“TECHNICAL/ FINANCIAL PROPOSAL; RFP REFERENCE NO. 9/1/2018-Admin (Part-A) dt 20.11.2020** on top of the respective covers and both the sealed envelopes shall be sealed in a third envelop “Cover-C” with required inscription on it as mentioned in Clause (a) above.
- d) The Proposal shall remain valid for a period not less than 90 days after the last date of submission of RFP.**

3.2 Contents of the Proposal

- a) The technical proposal in addition to proof of eligibility shall contain:
 1. All the information, documents and clarifications as required under **Annexure 3 & ToR.**
 2. EMD (in form of DD/PO/FDR/ BG).
 3. Copy of the RFP Document signed on every page by the duly authorized Signatory.
 4. Authorization Certificate issued by the Agency for the Signatory signing the documents submitted to NCSCM for this Tender.
- b) The Financial Proposal shall be submitted in the format given in **Annexure 4.**

3.3 Evaluation and Selection

- a) The proposals shall be evaluated in two stages i.e. technical evaluation and financial evaluation.
- b) The Financial Proposals shall be opened of those bidders who will qualify in the technical evaluation.
- c) The minimum qualifying score in technical evaluation shall be 50 marks out of 100 marks and the financial proposals of the bidders who secure the

minimum 50 marks shall be opened. Format for technical evaluation is given in **Annexure 5**.

- d) Financial proposals shall be opened in the presence of the technically qualified bidders' representatives, who choose to attend in person at the address given below –

National Centre for Sustainable Coastal Management
Anna University Campus,
Chennai-600025

Date of Opening of financial proposals shall be communicated to the technically qualified bidders.

- e) For financial evaluation, the total consolidated price excluding GST for all the items (**Annexure 4: Financial Proposal**) shall be considered.

3.4 Award of Contract

- a) Contract shall be awarded to the bidder whose bid will be determined to be substantially responsive and who has offered the lowest evaluated price.
- b) In case two or more technically qualified bidders quote the same lowest evaluated price, the bidder with the higher mark in the technical evaluation shall be awarded the contract.
- c) In case two or more technically qualified firms having same technical scores quote the same lowest evaluated price, the firm having the highest average annual turnover in last 3 Financial Years i.e. 2016-17, 2017-18 & 2018-19 among the lowest bidders shall be awarded the contract.
- a) Any effort by a bidder to influence NCSCM in its decision on bid evaluation or placement of Work Order may result in rejection of the bidder's offer.
- b) Any legal dispute arising out of this is subject to Chennai jurisdiction only.

4. Special Conditions of Contract

- a) The deployed Staff must be skilled and competent with requisite physical fitness.
- b) The deployed Staff should carry out the works assigned to them with due sincerity, diligence, efficiency & punctuality.
- c) The personnel deployed by the Agency should not have any Police records/ criminal cases against them.

- d) NCSCM may advise the Agency to disengage any of its staff from service, with 24 hours of prior intimation, in case the officer in charge in NCSCM found any negligence on the part of that particular staff.
- e) The Agency shall be totally responsible for the conduct of the personnel engaged for the service and the management shall not be responsible for their conduct at any point of time.
- f) In case of any damage/ pilferage caused to the property of NCSCM due to mishandling, carelessness of the Agency or its personnel then the same shall be recovered from the Agency adjusting the amount against their monthly bill.
- g) The persons deployed shall, during the course of their work, may have access to classified documents, which they are not supposed to divulge to third parties. Any breach of this condition shall make the Agency as well as the person deployed shall be liable for penal action under the applicable laws besides, action for breach of contract.
- h) All the personnel engaged for the service shall be covered under insurance against any personal accident by the Agency and NCSCM shall not be liable for any payment on account of compensation. The Agency has to provide a copy of the insurance document within one month after deployment of manpower.
- i) The Agency shall maintain all statutory registers under the law and shall produce the same, on demand, to NCSCM or any other statutory authority.
- j) The Agency shall also be liable for depositing all taxes, levies, cess, etc. on account of service rendered to NCSCM with the concerned tax collection authorities, from time to time, as per the applicable rules and regulations. The Agency shall have the responsibility to furnish documentary evidence in support of the statutory compliance to NCSCM, as and when sought for.
- k) The Tax Deducted at Source (TDS) shall be done as per the provisions under Income Tax Act and NCSCM shall provide TDS certificate to the Agency.
- l) The Agency shall be solely responsible for compliance of all statutory provisions like payment of minimum wages to the personnel deployed, ESI, Insurance, EPF, etc. and NCSCM shall have no liability in this regard.
- m) NCSCM shall not be held responsible for any statutory non-compliance on the part of the Agency with respect to the Labour Laws including EPF, ESI, Workman Compensation, Insurance, Minimum Wages Act, Labour Safety, etc. or otherwise. And in no circumstances, NCSCM shall be made a party to it in case of any dispute arising out of such non-compliance.

- n) In case of non-performance, part performance or non-adherence of the statutory obligations due to negligence on part of the Agency, NCSCM shall debit the Agency the value proportionate to the extent of default/ non-compliance and may impose a penalty of equivalent value.
- o) NCSCM shall not be responsible for any financial loss or any injury to any person deployed by the Agency in the course of their performing the functions/duties, or for payment towards any compensation.
- p) The persons deployed by the Agency shall not claim nor shall be entitled to pay, perks and other facilities admissible to regular/ confirmed/ contractual employees of NCSCM during the currency or after expiry of the Contract. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- q) In case of termination of this Contract on its expiry or otherwise, the persons deployed by the Agency shall not be entitled to and will have no claim for any absorption in the regular/ otherwise capacity in NCSCM. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- r) The persons deployed by the Agency shall not claim any benefit/ compensation/ absorption/ regularization of services with Office under the provision of Industrial Disputes Act., 1947 or Contract Labour (Regulation & Abolition) Act, 1970 or any other Act/ Rules prevailing in India from time to time. **It is to be explicitly understood that the manpower deployed by the Agency shall remain as manpower of the Agency and NCSCM shall have no liability whatsoever for the manpower so engaged.**
- s) The transportation, food, medical and other statutory requirements in respect of each personnel deployed shall be the responsibility of the Agency, not of NCSCM.
- t) The Agency shall provide a suitable substitute well in advance if there is any probability of the person leaving the job due to reasons attributable to the agency or personal to the individual. The payment in respect of the overlapping period of the substitute shall be the responsibility of the Agency.
- u) The Agency shall intimate NCSCM the name, residential address, age, etc. of each of the persons deployed by him and provide a copy of the document in proof of identity and address for each person deployed.

- v) The personnel of the Agency shall be subject to security check and restrictions imposed from time to time by NCSCM.
- w) The Agency shall under no circumstances engage any child or any person below the age of 18 for the performance of the work under this contract.
- x) Manager [Admin/HR] of NCSCM or any other Officer nominated by NCSCM from time to time will be the Officer in Charge (O-I-C) of NCSCM to oversee the entire operation of the Agency. The Agency shall execute the whole and every part of the work in accordance with the direction & supervision of the O-I-C and in conformity with the terms & conditions of the contract.
- y) The Agency shall not assign or subcontract the work in whole or in part to anybody else.
- z) The Agency has to submit a detailed report to the O-I-C on the method of operation for each maintenance work.
- aa) Safety of the manpower deployed shall be taken care of by the Agency and necessary safety tools & gadgets shall be provided by the Agency. The Agency shall also adhere to the safety procedures while on duty.
- bb) The Agency shall maintain Attendance Registers for all the services deployed at NCSCM and submit the same to the O-I-C everyday for verification. In addition, the Agency is also required to register the manpower deployed in the Biometric Attendance System maintained at NCSCM.
- cc) The deployed staff shall be provided places for taking their lunch during lunch break. No refreshment shall be provided by NCSCM.
- dd) The deployed shall not accept any job directly from any of the NCSCM staff. They will strictly follow the instructions of the O-I-C.
- ee) The Agency shall make necessary arrangements for first-aid facilities to its staff deployed at NCSCM. The Agency shall also make necessary arrangements for the transportation of the deployed staff to the hospital during emergencies.
- ff) It shall be the sole responsibility of the Agency to prevent theft or damage to the life, property and/ or assets (both movable & immovable) of NCSCM or its staff by the staff deployed by the Agency. If there is any loss, to NCSCM or to a particular person, on account of dishonesty, inconvenience and/ or due to any such cause attributable to such deployed staff, the Agency shall make good the loss to NCSCM or to the concerned person, as the case, may be.

5. Penalty Clauses

5.1 In case the contractor fails to commence/ execute the work as stipulated in the agreement or there is a breach of any terms and conditions of the contract, NCSCM reserves the right to impose the penalty as detailed below:

- a) 2% of cost of order/ agreement per week, up to 2 weeks delay.
- b) After 2 weeks delay, NCSCM reserves the right to cancel the contract, withhold the agreement and get this job be carried out from contractor (s) from open market at the competitive rates.
- c) The defaulting contractor/ bidder may be blacklisted for a period of 2 years and the differential amount, if any, shall be recovered from the contractor/ bidder by forfeiting the Performance Security/ EMD deposited by the contractor/ bidder. However, the decision of the appropriate authority shall be final during the overall process.

5.2 Any time within 6 months from the start of the contract, if the contractor fails to execute the work or abide by the terms and conditions stipulated in the contract/ agreement, NCSCM shall follow the same principles mentioned at 5.1 (b) & (c) above. However, the decision of the appropriate authority shall be final during the overall process.

5.3 For any breach of contract, NCSCM shall impose a penalty @Rs.500/- per day on the first occasion upon the agency in the event of breach, violation or contravention of any of the terms and conditions contained herein brought to the notice of NCSCM in addition to the expenditures incurred by NCSCM for getting the work done through some alternative arrangements.

5.4 If the lapse is repeated, the extent of penalty will be doubled on each such occasion. Some of the instances in which penalty would be imposed are enumerated below, but these are not exhaustive and penalty may be imposed on any violation/ breach or contravention of any of the terms and conditions as well as assigned duties and responsibilities -

- a) If the personnel working are not carrying their photo identity cards.
- b) If the personnel working are found indulging in smoking/ drinking/ sleeping during duty hours.
- c) If the behavior of the deployed personnel (s) are found to be discourteous to any official of NCSCM.
- d) If any person is found performing duty by submitting a fake name & address.
- e) If any person is found on duty other than that mentioned in the approved list provided by the Agency to NCSCM.

5.5 In case of any loss/ theft of NCSCM's property or property of the employees/ staff of NCSCM (Direct and Indirect) or stains on the floor/ wall, NCSCM will consider the circumstances and if the responsibility is fixed on the Agency, NCSCM will make good the losses by deducting the cost of loss from the Performance Security Deposit of the Agency or next month's bill of the Agency in one or more installments.

5.6 If the Agency could not provide the required services as per the terms of the contract, Liquidated Damage @0.5% of annual value of the contract will be deducted for every day of deficiency in performance subject to a maximum of 10% of the annual value of the contract. This will be in addition to the recoveries for non-performance of contract term as stipulated in Clause No.5.1, 5.2, 5.3 & 5.4.

6. Dispute Resolution Mechanism

- a) All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.
- b) The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and amendments thereupon from time to time. The arbitral tribunal shall comprise of 1 (sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.
- c) All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

7. Legal Place and Governing Law

The Legal place and the Governing law with respect to this RFP and the consequent contract, if any, shall be the law in force from time to time at Chennai, India.

8. Force Majeure

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of both the parties.

Indicative List of Day-to-Day Operation

1. Operation of Chiller Plant - 2 numbers of 125 TR each, TRANE make
2. Operation of Cooling Towers - 2 numbers of 125 TR each, ADVANCE make
3. Operation of Chilled Water Pumps, Condenser Water Pumps, Secondary Pumps and other Pumps related to the HVAC system - 10 numbers of varying capacity
4. Operation of Air Handling Units - 2 numbers of total 29 TR
5. Operation of Ceiling Suspended Units - 28 numbers of total 206.5 TR
6. Operation of Fan Coil Units - 17 numbers of 1 TR each
7. Operation of the Precision AC units - 2 numbers of 10 TR each
8. Operation of the Variable Refrigerant Flow (VRF) System - 1 number of 6 TR and 1 number of 16 TR
9. Operation of the hi-wall split units - 12 numbers of total 16 TR
10. Operation of the chilled water cassette AC units - 12 numbers of total 28.5 TR
11. Operation of Ventilation units – 16 numbers of total 42200 CFM
12. Monitoring and recording operating parameters of the pumps and chillers like refrigerant, pressures, chilled water temperature and pressure, etc.,
13. Monitoring room temperature
14. Report to the Official(s) of NCSCM on a daily basis and to bring to the knowledge of the NCSCM official(s) on any deviations or problems
15. Coordinate with the service provider and the official(s) of NCSCM and to follow up with respect to the preventive and breakdown maintenance activities
16. Record Maintenance

Preventive Maintenance ScheduleGENERAL:

Quarterly	Yearly
Take backup of the software (if any) and data	Calibrate all the instruments, equipment and system

CHILLER:

Weekly	Monthly	Yearly
Check evaporator and condenser pressures with gauges and compare to the reading on the Clear Language Display	<ul style="list-style-type: none"> • Clean all water strainers in both the chilled and condensing water piping systems. • Check oil filter and replace, if required. • Measure and log the sub cooling and superheat. • Check & rectify leakages • Ensure appropriate refrigerant level 	<ul style="list-style-type: none"> • To undertake all the yearly maintenance activities defined by the OEM • Perform all weekly and monthly maintenance procedures • Do oil analysis to determine system moisture content and acid level. • Inspect safety controls, and electrical components • Inspect all piping components for leakage and/or damage. Clean out any inline strainers. • Clean and repaint any areas that show signs of corrosion. • Test vent piping of all relief valves for presence of refrigerant to detect improperly sealed relief valves. Replace any leaking relief valve. • Inspect & clean the condenser tubes for fouling. • Check working condition of crank case heater.

COOLING TOWER:

Daily: Blowdown Flow & Concentration Checking

Quarterly	Yearly
<ul style="list-style-type: none"> • Check condition of bearing lubrication and apply or top up if necessary. • Check the termination for overheating / burning of cables, etc. and rectify if necessary. • Check for loose connections and tighten if necessary. • Check the guards / fan covers for any loose mountings and correct if required. • Check for any other abnormalities. • Check alignment of the fan and the drive Motor for coupled sets. Correct if required. • Check the bearings and lubricate if required. • Tighten the foundation bolts and holding down bolts of 	<ul style="list-style-type: none"> • Carryout all the Quarterly Maintenance Checks • Clean and flush bearings and examine for flaws developed, if any, e.g. corrosion, wear and scratches. Check end play. Immediately after cleaning, the bearings will be coated with oil or grease to prevent ingress of dirt or moisture. • Clean bearing housing and examine for flaws, e.g. wear, grooving etc. • Examine shaft sleeves for wear or

<p>fan and motor mounting on base plate or frame.</p> <ul style="list-style-type: none"> • Check vibration level and rectify if observed abnormal. • Check for holding of valves including motorized valves • Check operation of electrical starter • Check contactors and clean contactors • Check relay setting and record settings • Check the electrical panel & replacement of internal parts if found defective • Checking of cooling tower sprinkler system and correct if necessary. • Checking of cooling tower parameter for efficient performance and take corrective action if necessary • Inspect general condition of the tower and check unit for unusual noise or vibration • Clean basins/Spray nozzles • Drain basins and piping • Inspect air inlet louvers/Combined inlet shields • Check and adjust water level in basins • Check operation of make-up valve • Check and adjust bleed rate • Inspect tower finish 	<p>scour and necessary rectification. If shaft sleeves are not used, shaft at gland packing will be examined for wear.</p> <ul style="list-style-type: none"> • Check glands and mechanical seal and rectify if necessary. • Check impeller hubs and vane tips for any pitting or erosion. • Check interior of casing for pitting, erosion, and rough surface. • Check functioning of all the instruments, i.e. pressure gauge, vacuum gauge, ammeter, voltmeter, wattmeter, frequency meter, flow meter etc. • Conduct performance test of the pump • Check vibration level.
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Operation to be Carried Out	Grid	Basin	Water Make Up	Electric Pump	Water Distribution	Drift Eliminator	Motor	Fan	Casing	Cold Weather Observation
Inspection For Fouling	M				M	M		N		
Inspection For General Condition		N	M		M	M	N	M	H	N
Cleaning And Disinfection	M	M			M/N	H/N	H	N	H	
Basin Water Level		M								
Inspection For Overheating, Noise & Vibration							M			
Inspection For Leaks		H/N			H/N				H/N	
Tightening Of Bolts And Anchoring							N	N		
Lubrication							N			
Balancing And Alignment	H/N									
M = Monthly H = Half Yearly N = When Needed										

PUMPS:

Quarterly	Yearly
<ul style="list-style-type: none"> • Check free movement of the gland; check gland packing and replace if necessary. • Inspect the mechanical seal for wear and replacement if necessary. • Check condition of bearing lubrication and apply or top up if necessary. • Check the termination for overheating / burning of cables, etc. and rectify if necessary. • Check for loose connections and tighten if necessary. • Check the guards / fan covers for any loose mountings and correct if required. • Check for any other abnormalities. • Carryout all the Monthly Maintenance Checks • Check alignment of the pump and the drive Motor for coupled sets. Correct if required. • Check the bearings and lubricate if required. • Tighten the foundation bolts and holding down bolts of pump and motor mounting on base plate or frame. • Check vibration level and rectify if observed abnormal. • Clean flow indicator, other instruments and accessories in the pump house. Check for holding of valves including NRV • Check operation of electrical starter • Check contactors and clean contactors • Check relay setting and record settings • Check pump alignment-coupling/foundation bolts. • Check the electrical panel & replacement of internal parts if found defective 	<ul style="list-style-type: none"> • Carryout all the Quarterly Maintenance Checks • Clean and flush bearings and examine for flaws developed, if any, e.g. corrosion, wear and scratches. Check end play. Immediately after cleaning, the bearings should be coated with oil or grease to prevent ingress of dirt or moisture. • Clean bearing housing and examine for flaws, e.g. wear, grooving etc. • Examine shaft sleeves for wear or scour and necessary rectification. If shaft sleeves are not used, shaft at gland packing should be examined for wear. • Check glands and mechanical seal and rectify if necessary. • Check impeller hubs and vane tips for any pitting or erosion. • Check interior of casing for pitting, erosion, and rough surface. • Check functioning of all the instruments, i.e. pressure gauge, vacuum gauge, ammeter, voltmeter, wattmeter, frequency meter, flow meter etc. • Conduct performance test of the pump • Check vibration level.

VARIABLE FREQUENCY DEVICE (VFD):

Quarterly	Half-Yearly
<ul style="list-style-type: none"> • Carry out cleaning of the VFD including the heat sinks and electronics for dust and dirt, by vacuum. • Check the air filters in the intake • Check the ventilation / cooling fans • Check the Fan clearances for any obstructions • Check the phase balance between Motor and Drive output • Carryout operational test of VFD and take set of readings. • Calibrate the VFD readings with BMS readings in coordination with the BMS Service Provider. • Check all the power connections and tighten if required. • Check the electrical panel & replacement of internal parts if found defective 	<ul style="list-style-type: none"> • Carryout all the Quarterly Maintenance Checks • Check the Control wires between VFD and sensors for continuity. • Check the condition of the panel doors

AIR HANDLING UNITS, CEILING SUSPENDED/ FAN COIL UNITS:

Quarterly	Half Yearly	Yearly
<ul style="list-style-type: none"> • Checking and cleaning Pre-filter, coil and fins • Checking of Noise and Vibration • Checking of tightness of Motor and Blower Base • Checking of Belt Tension and condition • Checking correctness of pulley position, groove condition and check alignment. • Checking temperature readings and recording the same • Checking and cleaning of AHU drain, to the branch line • Greasing of Motor and Blower bearings, as necessary • Checking the tightness of all the Electrical Connections • Record Voltage and Current of Motors • Check starter for proper functioning. • Checking of contactor operation • Checking O/L relay setting and record value • Check canvas condition • Inspect all inspection door • Checking Limit switch and its functioning • Record motor current and air temperature at canvas • Check the in-house operation & maintenance documents and provide recommendations for improvements required if any. • Check the electrical panel & replacement of internal parts if found defective • Check operation of balancing valve, actuators, inlet & outlet valves, pressure gauges & pressure gauge valves • Check condition of damper • Chemical cleaning of AHU coils (Once in a Year) 	<ul style="list-style-type: none"> • All Quarterly Checks • Checking of Air by pass and rectification • Checking the condition of contactor kit / starter and service 	<ul style="list-style-type: none"> • All Half Yearly Checks • Check Canvas condition and report • Cleaning of Blower Scroll • Cleaning of cooling coil once in a year & in additional if there is a situation arises on necessary the same can be cleaned as & when required. • Replacement of Canvas if found necessary

<ul style="list-style-type: none"> • Measurement of CFM of AHU's • Maintenance of actuators, balancing valves • Undertake Water/ Air Balancing 		
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PRECISION AC UNITS:

Quarterly	Half-Yearly	Yearly
<ul style="list-style-type: none"> • Measure the power supply voltage and record any voltage imbalance. • Check for active alarms and review the alarm log history. • Check the temperature and humidity sensor readings. • Check the correct operation of the local/remote controls. • Check the air filters; replace them if necessary. • Check the efficiency of the condensate drain. • Verify that the steam cylinder is clean; replace it if necessary. • Check the condition of indoor and outdoor fans. 	<ul style="list-style-type: none"> • All quarterly schedule • Check the cooling coil and clean if necessary. • Check the operation of the humidifier. • Check the operation of the chilled water control valves. • Check refrigerant pressures, superheat and sub cooling temperatures. • Check the operation of the expansion valves and head pressure control valves. • Check the operation of the compressors and the liquid line sight glass. • Check the temperature difference across the filter drier. • Check the operation of the outdoor heat exchanger fan controls, fan controller set points, outdoor sensors, and fluid pump operation. 	<ul style="list-style-type: none"> • All half yearly schedule • Check for corrosion on hardware and coils. • Check all hinges and gaskets. • Check all cables and wiring. • Tighten the terminal blocks. • Check safety device settings (pressure switches and protection devices) and reset if necessary. • Check the fittings, operation, and amps of the fan(s) motor. • Check the regulation devices setting and reset if necessary. • Check the chilled water circuit seal (reseal if necessary) and tighten the unit couplings. • Check the water regulation valve(s) setting and reset if necessary.

VARIABLE REFRIGERANT FLOW (VRF) SYSTEM:

Monthly	Quarterly	Yearly
<ul style="list-style-type: none"> • Clean the filter • Check the Remote Control Batteries and replace, if necessary 	<ul style="list-style-type: none"> • All monthly schedule • Clean the condensate drain pan 	<ul style="list-style-type: none"> • All quarterly schedule • Clean the condensate drain pan • Thoroughly clean heat exchanger

HI-WALL SPLIT AND CHILLED WATER CASSETTE AC UNITS:

Monthly	Quarterly	Yearly
<u>Indoor unit:</u> <ul style="list-style-type: none"> • Clean air filter • Wash grill and filter 	<ul style="list-style-type: none"> • All monthly schedule <u>Indoor unit:</u> <ul style="list-style-type: none"> • Clean drain pipe <u>Outdoor unit:</u> <ul style="list-style-type: none"> • Clean outdoor coil from outside 	<ul style="list-style-type: none"> • All quarterly schedule <u>Indoor unit:</u> <ul style="list-style-type: none"> • Change controller batteries <u>Outdoor unit:</u> <ul style="list-style-type: none"> • Clean outdoor coil from inside • Blow air over electric parts • Check electric connection tightening • Clean fan wheel • Check fan tightening • Clean drain pan

VENTILATION UNITS:

Weekly	Monthly	Quarterly	Yearly
Observe unit weekly for any changes in running condition and unusual noise.	<ul style="list-style-type: none"> • Check air filters. Clean or replace if clogged or dirty. • Re-lubricate fan bearings if operating conditions include high speeds, moist or dirty air, or high temperatures. • Re-lubricate motor bearings in accordance with motor manufacturer's recommendations if operating conditions include high speed, moist or dirty air, or high temperatures. • Check and adjust fan belt tension. 	<ul style="list-style-type: none"> • Check fan bearing grease line connections. Lines should be tight to the bearings. • Re-lubricate fan bearings. • Check motor lubrication. Recommendations are provided on the motor label. • Check bearing and motor bracket bolt torque. • Align fan and motor sheaves. Tighten sheave setscrews to the proper torque. • Check and adjust fan belt tension. • Tighten electrical connections. • Inspect coils for dirt build-up or coil freeze-up. 	<ul style="list-style-type: none"> • Inspect the units casing for corrosion. If damage is found, clean and paint the surface with a rust resistant primer and vinyl chlorinated lacquer. • Clean the fan wheel and fan shaft. Remove rust with an emery cloth and apply a coat of heavy duty rust inhibitor. • Clean the coils. Using a fin comb straighten any bent fins. • Inspect the condensate pan and drain line; remove sludge or foreign materials that might obstruct proper drainage. Remove obstructions. • Check damper linkages, set screws and blade adjustment. Clean, but do not lubricate, the nylon damper rod bushings. • Clean damper operators.

Profile of the Bidder

(To be furnished along with the Technical Proposal: Cover "A")

Sl. No.	Particulars	Details
1.	Name and Address of the Bidder	
2.	Constitution and Date of Incorporation/ Registration (Self-attested copy of Certificate of Incorporation/ Registration to be furnished)	(NGO/ Partnership Firm/ Company/ Others) Date of Incorporation/ Registration
3.	Name, designation, contact no. and address of the contact person/ local representative	
4.	Years of experience in similar line of activity along with the list of clients to whom similar service has been provided in last three years i.e. 2017-18 to 2019-20 (Self-attested copies of the Service Contracts/ Agreements/ Work Orders/ Completion Certificates/ Performance Certificates from the Employers to be furnished)	1. Name of Client 2. Date of Contract 3. Duration of Engagement 4. Contract Value 5. Contact Status (Completed/ Ongoing)
5.	Registration/ empanelment details with different authorities	(i) Authority (s): (ii) Date (s) of Registration:
6.	Number of field level staff engaged at the client locations to render similar services during last 3 years i.e. 2017-18 to 2019-20 (Refer Eligibility Clause 2.1 f)	1. Supervisory Staff (Field) 2. Service & Support Staff Self-attested copies of EPF or ESI returns to be furnished.
7.	Financial position for last three financial years i.e. 2016-17, 2017-18 and 2018-19	Self-Attested copies of Audited Profit & Loss Accounts and Balance Sheets to be furnished. Provisional Profit & Loss Accounts and Balance Sheets shall not be considered.

Note:**(i) Information to be furnished in separate sheet wherever necessary.****(ii) In case of documents, they shall be self attested photocopies.**

Date:

Place:

Authorized Signatory

FINANCIAL PROPOSAL
DETAILS OF THE HVAC SYSTEM

S. NO.	BLOCK	FLOOR	UNIT TYPE	REMARKS	CAPACITY	AIRFLOW	UNIT	QTY	UNIT PRICE FOR 3 YEARS (RS.)	TOTAL PRICE FOR 3 YEARS (RS.)
1	2	3	4	5	6	7	8	9	10	11 (= 9 x 10)
1.	A	GROUND	CSU		7.5 TR	3000	CFM	1		
2.			CASSETTE		3 TR	1200	CFM	1		
3.			SPLIT	CHW	1 TR	400	CFM	4		
4.			SPLIT	DX	1 TR	400	CFM	1		
5.		1ST FLOOR	CSU		10 TR	4000	CFM	1		
6.			CASSETTE	CHW	2 TR	800	CFM	1		
7.		2ND FOOR	CSU		10 TR	4000	CFM	1		
8.		3RD FLOOR	CSU		5 TR	2000	CFM	1		
9.			CSU		3 TR	1200	CFM	1		
10.			CSU		2.5 TR	1000	CFM	1		
11.			SPLIT DX		2TR	800	CFM	3		
12.			CASSETTE	CHW	4 TR	1600	CFM	1		
13.		TERRACE	TOILET EX		1.1 KW NICTORA	2800	CFM	1		
14.			FRESH AIR FAN		0.75 KW NICTORA	1830	CFM	1		
15.	B	GROUND	PAC	CHW	10 TR	5200	CFM	1		
16.			PAC	DX	10 TR	5200	CFM	1		
17.			CSU		7.5 TR	3000	CFM	2		
18.		1ST FLOOR	CASSETTE		2.5 TR	1200	CFM	1		
19.			CSU		10 TR	4000	CFM	1		
20.			CSU		5 TR	2000	CFM	1		
21.		2ND FOOR	CASSETTE		2.5 TR	1200	CFM	1		
22.			CSU		10 TR	4000	CFM	1		
23.			CSU		5 TR	2000	CFM	1		
24.			SPLIT	CHW	1.5 TR	600	CFM	1		
25.		3RD FLOOR	CASSETTE		2.5 TR	1200	CFM	1		
26.			CSU		10 TR	4000	CFM	1		
27.			CSU		5 TR	2000	CFM	1		
28.		TERRACE	TOILET EX		1.1 KW NICTORA	2800	CFM	1		
29.	FRESH AIR FAN			0.75 KW NICTORA	1400	CFM	1			
30.	FRESH AIR FAN			1.1 KW NICTORA	2450	CFM	1			
31.	B2	3RD FLOOR	SPLIT		1.5 TR	800	CFM	1		
32.			CASSETTE	CHW	2 TR	800	CFM	1		
33.	C1	GROUND	CSU		5 TR	1850	CFM	1		
34.		1ST FLOOR	CSU		3 TR	1200	CFM	1		
35.			CSU		10 TR	4000	CFM	1		
36.		2ND FOOR	CSU		5 TR	2000	CFM	1		
37.			CSU		10 TR	4000	CFM	1		

38.		3RD FLOOR	CSU		10 TR	4000	CFM	1		
39.		TERRACE	FRESH AIR FAN		0.55 KW NICTORA	2800	CFM	1		
40.	TOILET EX			1.1 KW NICTORA	2200	CFM	1			
41.	TOILET EX			0.75 KW NICTORA	1650	CFM	1			
42.	GROUND		CASSETTE		2 TR	800	CFM	1		
43.	1ST FLOOR	CSU		7.5 TR	3000	CFM	1			
44.		CASSETTE		2 TR	800	CFM	1			
45.	2ND FOOR	CSU		5 TR	2000	CFM	1			
46.		CSU		3 TR	1200	CFM	1			
47.	3RD FLOOR					CFM				
48.	TERRACE	FRESH AIR FAN		0.55 KW NICTORA	2800	CFM	1			
49.		TOILET EX		1.1 KW NICTORA	2200	CFM	1			
50.		TOILET EX		0.75 KW NICTORA	1650	CFM	1			
51.	C2	GROUND FLOOR				CFM				
52.		1ST FLOOR	CASSETTE		2 TR	800	CFM	1		
53.			CSU		10 TR	4000	CFM	1		
54.		2ND FOOR	CASSETTE		2 TR	800	CFM	1		
55.			CSU		10 TR	4000	CFM	1		
56.		3RD FLOOR	CASSETTE		2 TR	800	CFM	1		
57.			CSU		10 TR	4000	CFM	1		
58.		TERRACE	FRESH AIR FAN		0.75 KW NICTORA	1870	CFM	1		
59.			TOILET EX		1.1 KW NICTORA	2200	CFM	1		
60.		C3	GROUND	CSU		15 TR	5000	CFM	1	
61.	SPLIT			DX	1 TR	400	CFM	2		
62.	1ST FLOOR		CSU		7.5 TR	3000	CFM	1		
63.	2ND FOOR		FCU		1 TR	400	CFM	7		
64.			CASSETTE		1 TR	400	CFM	1		
65.	3RD FLOOR		FCU		1 TR	400	CFM	10		
66.	TERRACE		AHU		17 TR	7000	CFM	1		
67.			AHU		12 TR	5000	CFM	1		
68.			HRW			900	CFM	2		
69.			FRESH AIR FAN		0.75 KW NICTORA	1500	CFM	1		
70.			TOILET EX		2.2 KW NICTORA	4500	CFM	1		
71.			KITCHENFRESH AIR FAN		1.5 KW NICTORA	3700	CFM	1		
72.			KITCHEN EX		3.7 KW NICTORA	5000	CFM	1		
73.				VRF 6 HP		6 HP		HP	1	
74.	D	PLANT ROOM/ TERRACE	CHILLER		125 TR		TR	2		
75.			COOLING TOWER		125 TR		TR	1		
76.			PRIMARY PUMP			300	GPM	3		
77.			SECONDARY PUMP			300	GPM	3		

78.			CONDENSER PUMP			375	GPM	3		
79.		CHEMICAL FOR CT						1		
									Total excluding GST	
									GST (.....%)	
									Total including GST	

Note:

1. If there is a discrepancy between the unit price and the line item total that is obtained by multiplying the unit price by the quantity, the unit price shall prevail and the line item total shall be corrected.
2. If there is an error in the total corresponding to the addition of the line item totals, the line item totals shall prevail and the total shall be corrected.
3. If there is a discrepancy between words and figures, the amount in words shall prevail, unless the amount expressed in words is related to an arithmetic error, in which case the amount in figures shall prevail subject to (1) and (2) above.
4. If the Bidder that submitted the lowest evaluated bid does not accept the correction of errors, its bid shall be rejected and the EMD may be forfeited.

Date:

Place:

Authorized Signatory

(Signature and seal of the authorized signatory)

FORMAT FOR EVALUATION OF TECHNICAL PROPOSAL

Name & Address of the Bidder:				
(For office use only)				
Sl. No.	Criteria	Maximum Marks	Marks Obtained	Remarks
1.	Constitution of the Applicant: a) Registered Company (Public/ Private) : 10 Marks b) Society/ Partnership Firm/ Others : 5 Marks	10		
2.	Years of Business Experience: a) Between 3 to 5 Years : 10 marks b) Above 5 Years : 15 marks c) Above 7 Years : 20 marks (To be calculated from the date of incorporation/ registration)	20		
3.	Market Presence (Years in Chennai): a) 1 Year to 2 Years : 5 marks b) Above 2 Years and up to 5 Years : 8 marks c) Above 5 Years : 10 marks	10		
4.	Clientele (Govt./ Semi-Govt. Organization/ PSU/ Corporate Body/ Hotel/ Market Complex): (Last three years i.e. 2017-18 to 2019-20) a) 1 no. : 5 marks b) 2 to 5 nos. : 8 marks c) Above 5 nos. : 10 marks	10		
5.	Past Work Done: (During the last three years i.e. 2017-18 to 2019-20, subject to a minimum of Rs.20 Lakh per assignment) a) 1 no. : 10 marks b) 2 to 5 nos. : 15 marks c) Above 5 nos. : 20 marks	20		
6.	Nos. of field staff employed in Chennai: (Any time during the last three years i.e. 2017-18 to 2019-20, subject to a minimum of 10 nos.) a) Between 10 to 20 : 10 marks b) Between 21 to 50 : 15 marks c) Above 50 : 20 marks	20		
7.	Average Annual Turnover: (During the last three years i.e. 2016-17 to 2018-19, subject to a minimum average turnover of Rs.30 Lakh) a) Rs.30 Lakh & Above : 5 marks b) Above Rs.60 Lakh : 8 marks c) Above Rs.100 Lakh : 10 marks	10		
Total		100		

FORMAT FOR AGREEMENT

1. An agreement made this.....day of , 2020 BETWEEN **National Centre for Sustainable Coastal Management (NCSCM)**, Anna University Campus, Chennai-600025 (hereinafter called "**1st Party**") of the one part AND **<insert name and address of the service provider>** (hereinafter called "**2nd Party**", which expression shall, where the context so admits, be deemed to include his heirs/ successors/ executors/ administrators) of the other part.
2. Whereas the 2nd Party has been selected by NCSCM through an open tender issued vide Reference No.....dated xx.01.2020, and accordingly the letter of award was issued vide No..... dated..... inviting to execute the contract.
3. And whereas the 2nd Party agreed to provide facility management services in the registered office premises of NCSCM at Chennai, as per the provisions in the RFP document.
4. And whereas the 2nd Party has deposited the performance security of Rs..... (Rupees) only vide Demand Draft/ Pay Order No. dt.
5. **The contract will come into force w.e.f. xx.xx.2020.**
6. The contract is for a period of **three years**.
7. The contract may be renewed for another one year or more at the same rate of service charge, subject to satisfactory performance of the Agency and with the mutual consent of both the parties. The contract may however be terminated at any time during the contract period with two months' notice by either party.

NOW THESE PRESENT WITNESSES AS FOLLOWS:

8. The following documents shall be deemed to form and be read and constructed as integral part of this Agreement, viz.:
 - a) RFP Terms of Reference;
 - b) Submissions and Declaration as part of the Proposal submitted;
 - c) Notification of Award issued by the Authority;
 - d) Special Conditions of Contract
9. In consideration of the payments to be made by the 1st Party to the 2nd Party, the 2nd Party hereby covenants with the 1st Party to provide the agreed Services in all respects as per the provisions of this Contract.

10. The 1st Party hereby covenants to pay the 2nd Party in consideration of the provision of the agreed facility management services, the Contract Price or such other sum as may become payable under the provisions of the Contract at the times and in the manner prescribed in the Contract.

11. Price

The rates quoted by the Agency and duly approved, shall remain unchanged during the contract period.

12. Payment

The agency shall submit the monthly bill within 1st week of the following month and payment shall be made on monthly basis as per the contracted rate within 30 calendar days of receipt of bills along with all requisite relevant documents in proper manner. The price shall be all-inclusive including the cost of manpower and management.

13. Dispute Resolution Mechanism

- 13.1 All claims, disputes and other matters in question arising out of or related to this contract, which cannot be resolved amicably, shall be submitted to final and binding arbitration.
- 13.2 The arbitration will be conducted and administered in accordance with the Indian Arbitration and Conciliation Act, 1996 and amendments thereupon from time to time. The arbitral tribunal shall comprise of 1 (sole) arbitrator mutually agreed by NCSCM and the Agency and appointed by NCSCM.
- 13.3 All arbitration proceedings shall be conducted in English language and the place of arbitration shall be Chennai. The arbitral tribunal shall decide any dispute or claim referred before it strictly in accordance with the governing law (which shall be Indian Law). The arbitral award rendered by the arbitral tribunal shall be in writing and shall set forth in reasonable details the facts of the disputes and the reasons for the arbitrators' decision.

14. Legal Place and Governing Law

The Legal place and the Governing law with respect to this RFP and the consequent contract, if any, shall be the law in force from time to time at Chennai, India.

15. Force Majeure

Neither NCSCM nor the Agency shall be considered in default in performance if such performance is prevented or delayed because of war, hostilities, revolution, civil commotion, strike, epidemic, accident, fire, wind, flood, earthquake or because of any Government action or of any act of God or of any other cause whether of similar or dissimilar nature beyond the reasonable control of both the parties.

16. General

16.1 In the event any of the terms stated herein is contrary to any previous understandings, commitments or agreements whether written or oral between the parties, the terms of this agreement shall prevail.

16.2 Nothing in this agreement confers or purports to confer on any third party any benefit or right to enforce any term of this agreement.

16.3 The Service Provider’s relationship with the Client is that of an independent Service Provider and nothing in this agreement is intended to or should be construed to create a partnership, agency, joint venture or employment relationship. The Service Provider will not be entitled to any of the benefits which the Client may make available to its employees.

For and on behalf of the Agency

For and on behalf of NCSCM, Chennai

Authorized Signatory

Authorized Signatory

Date:

Date:

1.Witness

1. Witness

2.Witness

2. Witness

FORMAT FOR BANK GUARANTEE FOR EMD

[Ref. Para 2.5 (a)]

To

The Director
National Centre for Sustainable Coastal Management (NCSCM),
Anna University Campus,
Chennai-600025

Whereas..... (hereinafter called the “tenderer”) has submitted their offer dated..... for **Operation & Maintenance of HVAC System** (hereinafter called the “tender”) against the purchase’s tender enquiry No.....

KNOW ALL MEN by these presents that WE..... of having our registered office at are bound unto (hereinafter called the “purchaser”) in the sum of for which payment will and truly to be made to the said purchaser, the bank binds itself, its successors and assigns by these presents.

Sealed with the common seal of the said Bank this day of2020.

THE CONDITION OF THIS OBLIGATION ARE:

1. If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
2. If the tenderer having been notified of the acceptance of his tender by the purchaser during the period of its validity: -
 - a) If the tenderer fails to furnish the performance security for the due performance of the contract.
 - b) Fails or refuses to accept/ execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the purchaser having to substantiate its demand, provided that in its demand the purchaser will note that the amount claimed by it is due to it owing to the occurrence of one or both two conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including 45 days after the period of tender validity and any demand in respect thereof should reach the Bank not later than the above date.

We the Branch.....undertake not to revoke the guarantee during its currency expect with the previous consent of the

NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM),
Chennai in writing.

We theBranch..... further
agree that a mere demand by NATIONAL CENTRE FOR SUSTAINABLE COASTAL
MANAGEMENT (NCSCM), Chennai is sufficient for us
Branch at Chennai to pay the amount covered by the Bank Guarantee without
reference to the said Agency and protest by said Agency cannot be valid ground for
us Branch to decline payment to NATIONAL CENTRE
FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai.

.....
(Signature of the authorized officer of the Bank)

.....
Name and designation of the officer

.....
Seal, name & address of the Banks and address of the Branch

FORMAT FOR BANK GUARANTEE FOR PERFORMANCE SECURITY

[Ref. Para 2.5 (b)]

To

The Director
National Centre for Sustainable Coastal Management (NCSCM),
Anna University Campus,
Chennai-600025

WHEREAS..... (name and address of the Service Provider) (here in after called "the Service Provider") has undertaken, in pursuance of contact no.....dated..... for **Operation & Maintenance of HVAC System** (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the Service Provider shall furnish you with a bank guarantee by a scheduled commercial bank recognised by you for the sum specified therein as security for compliance with its obligation in accordance with the contract.

AND WHEREAS we have agreed to give the Service Provider such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the Service Provider, up to a total of(amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be Performed there under or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until theday of20.....

We theBranch..... undertake not to revoke the guarantee during its currency expect with the previous consent of the NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai in writing.

WeBranch..... further agree that a mere demand by NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai is sufficient for us Branch at Chennai to pay the amount covered by the Bank Guarantee without reference to the said Agency and protest by said Agency cannot to valid ground for us Branch to decline payment to NATIONAL CENTRE FOR SUSTAINABLE COASTAL MANAGEMENT (NCSCM), Chennai.

(Signature of the authorized officer of the Bank)

.....

Name and designation of the officer

.....

.....

Seal, name & address of the Banks and address of the Branch