



TENDER FOR

ANNUAL MAINTENANCE CONTRACT

FOR

SERVICING, REPAIR AND MAINTENANCE OF DAIKIN HOT AND COLD VRV UNITS

INSTALLED AT EMBASSY OF INDIA PREMISES.

No: Kat/Estt/872/03/2023

**Establishment Wing,
Embassy of India, Kathmandu**

Tender For “Annual Maintenance Contract” For servicing, repair And maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

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**Embassy of India
Kathmandu**

NOTICE INVITING BIDS

Embassy of India invites sealed and separate tenders under two bid systems (Technical & Financial Bid) from established/reputed agencies for repair, servicing & maintenance of Daikin Hot and Cold VRV units, installed at Embassy of India, Kathmandu under 'Annual Maintenance contract. The contract shall initially be for a period of one (1) year which can be further extended for another two years on year to year basis, subject to satisfactory services and mutual consent.

2. The last date of receipt of offer in sealed envelope is on or before 19 January, 2024 up to 1500 hrs. Tender documents are available on our website www.indembkathmandu.gov.in and www.eprocure.gov.in. Details can also be collected from SS(Estt.), Tel 01-4411851.

3. The bids shall remain valid for 120 days from the date of opening of technical bids. Any future clarification and /or corrigendum(s) shall be communicated through '**Tender Notice**' section on the Embassy website <http://www.indembkathmandu.gov.in>

4. The Embassy of India reserves the right to reject/cancel any or all bids without assigning any reason.

Kat/Estt/872/03/2023

Sd/-
Head of Chancery

Bidder details

a)	Name of the agency	
b)	Address of the agency	
c)	Registrations details with date	
d)	VAT Registration No.	
e)	Owner's Name	
	Mobile No.	
	Email Id	
f)	Details of authorized contact person	
	Telephone No. Office	
	Mobile No.	
	Email Id	
g)	Annual turnover for last three financial year	
h)	List of Major Clients for similar services	
i)	Performance Report, If any	
j)	Any other information/ documents which may help in assessing Bidder's abilities	

Bidder's signature with stamp

INSTRUCTIONS TO TENDERER

Tender should be submitted in two parts, Part-I (Technical Bid) & Part-II (Financial Bid). Both the technical and financial bids shall be kept in separate envelopes superscribing as 'Technical Bid' and 'Financial Bid' on the respective covers. Thereafter, both these envelopes shall be sealed in a third bigger envelope and it should be superscribed as "Tender for AMC for servicing, repair & maintenance of Daikin hot & cold VRV units. It is suggested that bidders please mention their details on each envelope to avoid any confusion.

1. Eligibility Criteria:

1.1 Interested bidders may please ensure pre-qualification details before submitting their bids.

1.2 The bid of any tenderer who has not complied with one or more of the conditions of eligibility criteria and / or fail to submit the required documents as required / or mentioned in tender document are liable to be summarily rejected.

1.3 The Embassy reserves the right to reject any or all tenders, wholly or partly or close the tender at any stage prior to the award of contract without assigning any reason whatsoever.

2. Local Conditions:

It shall be the responsibility on part of each tenderer to fully informed/acquainted/familiarized itself with local conditions and factors, which may have any effect on the execution of services to be rendered under the contract. All tenderer(s) intending to bid may visit and make themselves thoroughly acquainted with the local site conditions.

The Embassy shall presume that the tenderer has understood and agreed that all the relevant factors have been kept in view while submitting the bid. No financial adjustment arising thereof shall be permitted by Embassy, on the basis of any non-clarity of information about local conditions being pleaded by the tenderer. Further, no claim for financial adjustment being made by the contract awarded on these tender document will be entertained by the Embassy.

3. Validity:

3.1 Quoted rates must be valid for a period of 120 days from the date of opening of Technical Bids. However, the tenderer shall have no objection to extend it, if required.

3.2 The overall offer for the assignment and tenderer(s) quoted price shall remain unchanged during the period of validity. There should be no alteration later after submission of bids.

4. Earnest Money Deposit

4.1 (i) Each Technical Bid must be accompanied with an Earnest Money Deposit (EMD) of Nrs. 60,000/- (Nepali Rupees Sixty thousands only) or in equivalent Indian Rupees in the form of a Bank Guarantee/Demand Draft only, drawn on any Nationalized/Scheduled Bank in favour of Embassy of India, Kathmandu.

(ii) The Bank Guarantee/DD should be valid for a period of 120 days from the date of opening of Technical Bids.

(iii) The BG/DD should be payable at Kathmandu only.

(iv) EMD must be contained in Envelope along with Technical Bid only, without which the tender shall not be considered for opening of financial bid.

4.2 Earnest money will be forfeited:

(i) If the bidder withdraws his bid during the period of bid validity.

(ii) In case of the successful bidder, if the bidder fails to sign the contract.

4.3 Refund of Earnest Money Deposit (EMD):

(i) Refund of EMD to the unsuccessful bidders (without interest) shall be made after expiry of the bid validity and latest on or before 30th day after signing of the contract.

(ii) EMD of successful bidder shall be refunded after award of the contract and deposit of Performance Security @ 5% of the total contract value in the form of Bank Guarantee/DD (in the name of Embassy of India, Kathmandu). The Performance Security should be valid till 60 days beyond the contract period. After successful completion of all contractual obligations, the Performance Security (without any interest) shall be refunded.

5. Commencement of work:

After finalization of the tender, a Letter of Intent (LOI) shall be issued to the successful bidder. The bidder shall sign the formal agreement within one week from the date of issue of LOI. After signing the contract agreement, the agency shall start executing the assigned work with immediate effect.

6. Payment Terms & Conditions:

Annual charges shall be payable on Quarterly basis. For this, the bidder will raise tax invoice at the end of each quarter.

7. Contract Period:

7.1 The contract period would initially be for one year, extendable on year to year basis for another two years at the same terms, conditions and charges and subject to satisfactory services and mutual consent.

7.2 The Embassy reserves the right to cancel the agreement with prior notice of one month with or without specifying any reason thereof.

7. The agreed price would be applicable throughout the contract period. No hike in price would be admissible during the period of contract.

8. Tender Preparation Expenses:

All costs incurred by the tenderer in the preparation of the tender, presentation and of negotiating the contract including the site visits etc. will be borne by the tenderer themselves and in no case will be reimbursable by the Embassy.

9. Financial Bid:

The rates should be quoted in Nepalese Rupees (NPR) inclusive of all taxes & duties in the prescribed format (**Annexure - I**). The total cost shall be exclusive of cost of spare parts.

10. Tender Evaluation:

The Embassy will evaluate the entire tenders, strictly on the basis of the terms & conditions incorporated in the tender documents and requirement of the Embassy. Embassy may seek clarification which shall be replied by the bidder properly and timely.

11. Award of Contract:

After due evaluation of the financial bid(s), the Embassy will award the contract to the lowest evaluated responsive tenderer.

12. Service Provider Obligations:

12.1 The vendor shall deploy one dedicated qualified technical personal at the Embassy premise. The technical personal should have sufficient experience and exposure in the field of repairing and maintenance of VRV air conditioning system.

12.2 It would be the sole responsibility of the contractor to supply and install all spare parts, required for smooth functioning of the air conditioning system. The contracting agency shall submit separate bill against consumable items after their replacement. The cost shall be exclusive of installation charges.

12.3 The contractor shall store all allied spare parts in sufficient quantity so that maintenance work shall immediately be carried out and equipment be made functional.

12.4 The Contracting agency shall ensure that only Daikin make spare parts are installed. If, spurious or any other brand's parts are found at any later stage, the Embassy may reject to make payment or recover such amount if paid for such items and cancel the agreement.

12.5 The Vendor shall pay all his taxes/duties regularly to the local government. Any unrefunded VAT amount due to negligence on the part of the vendor, the Embassy may recover the same from next bill.

12.6 The vendor shall comply to the local wages rules and other rules, regulations and notifications as prescribed by the GoN, relevant to this tender.

12.7 The vendor shall ensure that any information/data which may come to the knowledge and/or possession of the company or any of the personnel of the company including those deployed with the Embassy, for execution of the Annual Maintenance Contract, are not disclosed under any circumstances.

12.8 The vendor shall furnish full details, as may be required, of all personnel deployed for the execution of Annual Maintenance Contract to the Embassy of India, Kathmandu, to facilitate background checks. He/She may further undertake to immediately intimate the Embassy of any information that may come to the knowledge of 'The Contractor', which may have a security implication.

12.9 The contracting agency shall ensure preventive maintenance which shall include but not limited to cleaning & servicing of all units bi annually with the change of season and submit the completion report duly signed by the respective user at the time of payment of that quarter. The Embassy reserves the right to impose penalty as deemed reasonable if preventive maintenance are not carried out as per schedule.

13. Safety Regulations:

- i. During the execution of work, the contractor shall ensure that their technician (s) follow essential security measures to carry out the assigned job. In case of any unfortunate event, Embassy shall not be liable to pay any compensation to the agency or its employees.
- ii. During execution of work, it shall also be ensured that no damage, injury or loss is caused or is likely to be caused to any person or property, otherwise the agency shall be liable for compensation.

14. Status of the Contractor and its Staff

14.1 The contractor shall have the legal status of an independent contractor.

14.2 The notice inviting authority shall accept no liability for, nor any financial or other consequences arising from, sickness, injury, damages or death of the personnel of the contractor, of the staff members or of any sub-contractor or agent or of any person performing on their behalf any work under the present contract, nor for any damages which may arise by reason of the neglect or default of any of them.

14.3 The contractor shall indemnify and hold harmless the notice inviting authority in respect of any claim arising out by the contractor or its staff members negligent or unlawful performance under the present contract and brought against the notice inviting authority by any person for a liability as referred to in paragraphs 14.2 above, including their heirs and assigns, or by third parties.

15. Penalty :

The agency shall ensure that all units are in running condition. If any breakdown occurs, the same shall be rectified within a reasonable time period. A penalty @ ½ % of the total contract value per day shall be imposed in case the problem persists beyond a period of 3 days from the day of breakdown. Penalty shall also be imposed if preventive maintenance as per para 12.9 are not carried out.

16. Force Majeure:

Any delay due to Force Majeure will not be attributable to the bidder. Force Majeure events shall mean one or more of the following acts or events: Acts of God or events beyond the reasonable control of the Affected Party which could not reasonably have been expected to occur, exceptionally adverse weather conditions, lightning, earthquake, cyclone, flood, volcanic eruption or fire or landslide; Radioactive contamination or ionizing radiation; Strikes or boycotts (other than those involving the Supplier or its employees / representatives or attributable to any act or omission of any of them) interrupting supplies and services of the Project for a period exceeding a continuous period of 7 (seven) days; An act of war (whether declared or undeclared), invasion, armed conflict or act of foreign enemy, blockade, embargo, riot, insurrection, terrorist or military action, civil commotion or politically motivated sabotage which prevents rendering of supplies or specified services by the Supplier for a period exceeding a continuous period of 7 (seven) days.

17. Arbitration:

In case of any dispute or difference arising out of or in connection with the tender conditions / order and Contract, the Embassy and the Supplier will address the dispute / difference for a mutual resolution and failing which, the matter shall be referred for arbitration to a sole Arbitrator to be appointed by the Embassy. The Arbitration shall be held in accordance with the provisions of the Arbitration and Conciliation Act, 1996 and the venue of arbitration shall be at New Delhi only. The resolution of the Arbitrator shall be final and binding on both the parties.

18. Jurisdiction:

The courts at New Delhi alone will have the jurisdiction to try any matter, dispute or reference between parties arising out of this tender / contract.

19. Clarification:

The prospective tenderer(s) requiring any clarification regarding the tender document are requested to contact Establishment Section (Phone: +977-1-4426072 and email id: estt.kathmandu@mea.gov.in).

At any time prior to the deadline for submission of bids, the Embassy may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective tenderer(s), modify the tender document by amendment.

The amendment will be published on Embassy website. In order to afford prospective tenderer(s) reasonable time in which to take the amendment into account in preparing their bid, the Embassy may, at its discretion extend the deadline for the submission of Tender.

Other Terms & Conditions

1. It is advised to make a site visit and assess the requirements before submitting Bids.
2. Technical Bids shall include following documents:
 - i. Authority to sign bid on behalf of firm, if the bidder is a registered firm. In case of proprietor/ owner of the firm, a certificate of the proprietorship/ ownership from the competent authority may be submitted. In case of partnership firm, the partnership deed may be furnished and bid may be signed by all the partners of the firm. If only one partner or any other person signs the bid, the signing person must be duly authorized by all the remaining partners for signing the bid.
 - ii. Earnest money deposit.
 - iii. Proof of similar experience.
 - iv. Copy of registration certificate.
 - v. Proof of turnover for the last three financial years
 - vi. Compliance Report
 - vii. VAT clearance certificate, and
 - viii. Other documents which are relevant to assess the suitability of the agency
3. Offer in the financial bid should be written in English and price should be written in both figures and words. The offer should be typed or written in ink pen or ball pen. Use of pencil will be ignored. All the pages of the Technical / Financial Bid shall be page numbered and all the relevant supporting documents as required must be enclosed.
4. Envelope of technical bid & financial bid should be separately sealed and then placed in a third envelope, to be sealed and superscribed with tender number, due date of submission and address to:

Head of Chancery
Embassy of India
P.O. Box No. 292, 336,
Kapurdhara Marg,
Kathmandu Nepal
5. Sealed tender should reach the Embassy before the last date of submission. Tender(s) received beyond the last date of submission will be rejected. No tender will be entertained by E-mail or FAX.
6. At any time prior to the deadline of submission of bid, the Embassy for any reason, whether at its own initiative or in response of a clarification requested by a prospective tenderer, modify the tender by amendment and it will be published on the Embassy's website under Tender Notice Section.

7. Agencies may send their authorized representative at the time of opening of Technical & Financial Bids. For any clarification, agencies may contact Attache (Establishment) at +977-1-4426072 and estt.kathmandu@mea.gov.in
8. Sub-contracting is not permissible under this contract.
9. The financial bid(s) of only those tenderer(s) will be opened, who qualifies in technical evaluation.
10. The Embassy reserves the right to revise or alter the specifications before acceptance of any tender and accept or reject any or all tenders, wholly or partly or close the tender without assigning any reason whatsoever.

Prequalification/Evaluation/Exclusion Criteria:

SI	Particulars	Details
1	Experience	(a) The company/contractor should have minimum three years' experience in the field (b) Preference will be given to those company/contractor which has experience in working with Diplomatic Missions/Govt. Departments/ reputed Hotels etc. Proof of the experience from that organization needs to be attached
2	Registration No.	The company/contractor should have a valid Registration Number either in India and/or Nepal
3	Turnover	The contractor should have minimum average turnover of NRs. 10 lakh per year or equivalent in Indian Rupees during the last three financial year
4	VAT	Certificate that company/contractor pays VAT regularly and their VAT dues are cleared either in India and/or Nepal
<p>NOTE: Unprecedented situation: If after opening of financial bids it is found that there are more than one lowest bidders, in that case preference will be given to those contractor which scores more evaluation marks in the technical bids.</p>		

**EMBASSY OF INDIA
KATHMANDU
Details of VRV III INVERTER AC**

Location	No. of Indoor unit	No. of outdoor unit	Input capacity of outdoor unit(KW)	Total KW
R1 Block	38	03	50.4	151.2
		01	44.8	44.8
		01	33.6	33.6
		01	22.4	22.4
R2 Block	35	02	44.8	89.6
		02	22.4	44.8
		01	50.4	50.4
R3 Block	13	01	33.6	33.6
		01	28	28
P2 Block	22	02	50.4	100.8
		01	33.6	33.6
P3 Block	26	02	50.4	100.8
P4 Block	18	01	50.4	50.4
		01	33.6	33.6
		01	22.4	22.4
Main Gate	04	01	16.80	16.80
		01	14.00	14.00
Bank Block	05	01	33.60	33.60
Clinic Block	14	02	44.80	89.60
SP1	51	03	50.4	151.2
		03	33.6	67.2
SP2	10	01	50.4	50.4
KV Gate	02	01	16.8	16.8
P1 Block	27	02	50.4	100.8
		02	33.6	67.2
Total	265	37		1447.6

Note : The number of units may vary during the currency of the contract as some units may be added after completion of defect liability period.

Scope of work under Annual Maintenance Contract

1. The scope of work includes maintenance and servicing of DAIKIN Hot and Cold Variable Refrigerant Volume (VRV) air conditioners having indoor and outdoor units and other electrical accessories like Control Panel, all refrigerant pipes, AC ducts and cable etc.

2. The contracting agency shall ensure preventive maintenance which shall include but not limited to cleaning & servicing of all units bi annually with the change of season and submit the completion report duly signed by the respective user at the time of payment of that quarter.

3. Regular inspection of outdoor units, condensing unit and evaporators, thermostats, refrigerants, pressure tests etc. on daily basis and record the same in the register.

4. The contractor shall depute one dedicated qualified engineer/technician in the premise of Embassy of India, Kathmandu to attend daily complaints. The dedicated technician shall be responsible for cleaning of all units regularly and take preventive maintenance to obviate any major breakdown. The contractor shall send other engineers/technicians on requirement.

5. The contractor shall make a register of the records of maintenance and cleaning of all AC units which shall be countersigned by the respective user. The Embassy may ask copy of the register.

6. All consumable spare parts/components etc. required will be supplied and installed by the contractor. All such payments shall be made by the Embassy separately. However, it shall be ensured that only original Daikin make spare parts are installed/replaced.

7. Special tools/gauges/instruments required for carrying out the repair work will be brought by the service provider when required

COMPLIANCE REPORT

To,
Head of Chancery
Embassy of India
Kathmandu

Sub: Regarding Tender For “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

Dear Sir,

I have gone through the complete scope of work, terms and condition of the Tender for “Annual Maintenance Contract” For servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises and accept the same. I am herewith enclosing.

(a)

(b)

(c).....for Nrs...../- along

with the tender as Earnest money

Place:

Date:

Signature of Bidder

Name:

FINANCIAL BID

“Annual Maintenance Contract” for servicing, repair and maintenance of Daikin Hot and Cold VRV Units installed at Embassy of India premises.

(A) Annual rate as per scope of work including one dedicated Engineer/ technician: Nrs.

(Nepali Rupees.....)

(B) Annual rate as per scope of work but excluding one dedicated technician: Nrs.

(Nepali Rupees.....)

The above rates are inclusive of all charges, surcharges, taxes, duties etc. including Work Contract Tax/ Service Tax etc but excluding cost on supply of spare parts.

**BIDDERS SIGNATURE WITH OFFICIAL
SEAL/STAMP.**