

No. 10/73/2017-NCLT
National Company Law Tribunal

Block No. 3, 6th floor
CGO Complex, Lodhi Road,
New Delhi-110003
Dated, 13th July, 2017

Notice Inviting Tender

Subject:- Tender for Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning Plant/System installed in the NCLT, New Delhi

Sealed tenders in two bid systems (Technical and Financial) are invited from reputed firms/ agencies for awarding **Comprehensive Annual Maintenance Contract (AMC) Mitsubishi of Air Conditioning Plant/System** installed in the premises of National Company Law Tribunal (NCLT), New Delhi, at Ground, 6th, 7th & 8th Floors, Block No. 3, CGO Complex, New Delhi-110003 for a period of one year as per the terms and conditions enclosed.

2. The rate should be quoted for comprehensive maintenance inclusive of (i) attending to any number of breakdown calls during normal working hours and (ii) all moving parts including compressor which requires repair/replacement due to normal wear and tear. The comprehensive AMC cover will not include repair/replacement of plastics parts, air filters and electricity distribution.

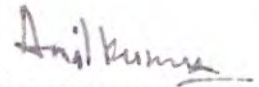
3. The details of the **Air Conditioning Plant/System** are given in **Annexure I**. The technical bid has to be submitted in **Annexure II**. The financial bid has to be submitted in **Annexure III**. The technical bid and the financial bid should be sealed by the bidder in separate covers duly super scribed and both these sealed covers are to be put in a bigger cover which should also be sealed and super scribed "**Tender for Comprehensive Annual Maintenance Contract (AMC) Mitsubishi of Air Conditioning Plant/System**".

4. The technical bid should be accompanied with Earnest money in the form of a Demand Draft of **Rs.20,000 (Rupees Twenty Thousand Only)** drawn on any nationalized bank in favour of "**Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi**" payable at New Delhi.

5. Successful tenderer will have to deposit a performance security of **Rs. 50,000/- (Rupees Fifty Thousand only)** in the form of Fixed Deposit Receipt (FDR) within a week of award of work. It will be retained by the NCLT, New Delhi until three months beyond the period of contract. However, performance security will be forfeited, if the firm fails to perform according to any of the terms and conditions of the contract or if the work is found to be unsatisfactory.

6. Parties interested in doing the job, as per the terms and conditions, may submit their tender duly super scribed "**Tender for Comprehensive Annual Maintenance Contract (AMC) of Mitsubishi Air Conditioning Plant/System**", addressed to the undersigned, and deposit the same in the tender box kept in Room No. 101, Ground Floor, Block 3, C.G.O. Complex, Lodhi Road, New Delhi-110003 or alternatively the tender may be sent by post so as to reach this tribunal not later than 3.00 p.m. on 28th July, 2017. Tenders received after this stipulated date / time shall not be entertained.

7. The technical bids will be opened by the committee constituted for the purpose on the same day at 3.30 p.m in Room No. 101, Ground Floor, Block 3, Lodhi Road, New Delhi-110003 in the presence of the tenderers or their representatives who may like to be present.



(Anil Kumar)

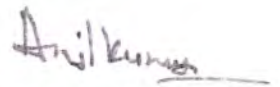
Under Secretary to the Govt. of India
Tel: 011-24363667

General Terms and Conditions

1. Bids should be valid for a minimum period of ninety days after the due date. Quotations should be addressed by designation and the sealed envelope containing the quotations is to be addressed by name to the officer signing this enquiry.
2. The bidder should have at least three years' experience in AMC of Air Conditioning Plant/System of similar capacity/size in Govt. Department/PSUs/reputed Organization. The bidder must be a distributor or authorized by OEM i.e. Mitsubishi Heavy Industries Ltd. Ink signed authorization or authorization to bid for the tender in NCLT should be enclosed with the bid.
3. All the components required to be replaced, should be of manufacturer's make or of equivalent standard quality.
4. Before tendering, the tenderer shall inspect the site to fully acquaint himself about the condition in regard to accessibility of site, nature and extent of work, working condition of site and locality including stacking of materials, installations etc., conditions affecting accommodations and movement of labour etc., required for the satisfactory execution of the work contract. No claim whatsoever on such account shall be entertained by the NCLT, New Delhi in any circumstances.
5. The bids addressed to the undersigned should be deposited in the tender box kept in Room No. 101, Ground Floor, Block 3, C.G.O. Complex, Lodhi Road, New Delhi-110003 or alternatively sent by post so as to reach the NCLT, New Delhi not later than 3.00 p.m. on 28th July, 2017. Bids received after due date and time are liable to be rejected. Technical bids & Financial bids shall be opened on the same day at 3.30 pm in Room No. 101, Ground Floor, Block 3, C.G.O. Complex, Lodhi Road, New Delhi in the presence of bidders or their representatives, who may like to be present.
6. It may be specifically mentioned whether quotation is strictly as per tender specification / conditions. If not, deviation must be spelt out specifically in the technical bid. In the absence of this the, quotation may be rejected.
7. Registration number of the firm along with the GST/CST No./ VAT No. / ESI No/ EPF No. Service Tax No. allotted by the concerned authority should be duly mentioned and copies should be submitted along with the quotation. If incomplete in these respects, the quotation is liable to be rejected.
8. Bidder shall sign all pages of quotation and drawing forwarded with the quotation.

9. In case of any discrepancy between rate mentioned in the figures and words, the later shall prevail. Further in case of any discrepancy between unit price and total price, the price quoted as unit price shall prevail.
10. The NCLT, New Delhi may waive infirmities or seek clarification. If so desired.
11. Any attempt of negotiation, direct or indirect, on the part of the tenderer with the authority to whom he has submitted the tender or authority who is competent finally to accept it, after he has submitted the tender, or any endeavor to secure any interest for an actual or prospective tenderer or to influence by any means the acceptance of a particular tender; will render the tenderer liable to be excluded from consideration.
12. Each technical bid must be accompanied with Earnest Money Deposit for **Rs.20,000/- (Rupees Twenty Thousand only)** which shall be in the form of Demand Draft/Pay Order in the name of **Pay & Accounts Officer, Ministry of Corporate Affairs, New Delhi**. Quotations received without Earnest Money Deposit are liable to be rejected. However, firms which are registered for supply of items in question with DGS&D / NSIC are exempted as per the law, however, the bid should be accompanied with such certificates.
13. Earnest Money is liable to be forfeited and bid is liable to be rejected, if the bidder withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of the tender.
14. The Earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity and after issue of the purchase order. No interest will be payable by the NCLT, New Delhi on the Earnest Money Deposit.
15. The rates should be quoted in Indian Rupees for delivery at premises of the NCLT, New Delhi. The rates must be excluding of GST/VAT / CST, which shall be paid by the NCLT, New Delhi separately as applicable. However, these would be considered at the time of evaluation.
16. All disputes are subject to the jurisdiction of court in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with laws of India.
17. Penalty:- The successful bidder shall submit an escalation matrix for attending the complaints. Non rectification of fault after 48 hours will lead to penalty of Rs.1,000/- per day. NCLT reserves the right to get the affected unit/fault rectified from open market after seven days and the cost will be recovered from the billing of the successful bidder.
18. The NCLT, New Delhi reserves the right to accept or reject any bid or cancel the tender process without assigning any reason whatsoever.

19. ARBITRATION: In the event of any dispute or disagreement under or in relation to this tender or over the interpretation of any of the terms hereinabove contained or any claim or liability of the party, the same shall be referred to the sole Arbitrator to be nominated by mutual consent of both parties therein. The intending party will serve notice in writing upon the other party notifying its intention for appointment of Arbitrator. Should both parties fail to agree on the Arbitrator by mutual consent, then the NCLT, New Delhi will appoint the sole Arbitrator. The provisions of Arbitration and Conciliation Act, 1996 will apply. The Arbitration proceedings will be held in New Delhi. The Arbitrator will give reasons for his award and the award passed by the Arbitrator shall be final and binding upon the parties herein. Such reference shall be deemed to be a submission to arbitration under the Arbitration and Conciliation Act, 1996 or of any modifications or re-enactment thereof including the rules framed thereunder.

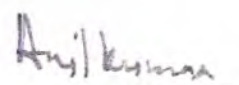


(Anil Kumar)

Under Secretary to the government of India
Tel: 011-24363667

Annexure I

Item Description				Item Details
S. No.	Model No.	Capacity in HP	Unit Type	
1.	FDC500KXZE1	18	ODU	(i) Attending to any number of breakdown calls during normal working hours; (ii) Repair/replacement of all moving parts including compressor due to normal wear and tear.
	FDC500KXZE1	18	ODU	
	FDC335KXE6G	12	ODU	
	FDC280KXZPE1	10	ODU	
	FDC280KXZPE1	10	ODU	
	FDC335KXZE1	12	ODU	
	FDC335KXZE1	12	ODU	
	FDC335KXZE1	12	ODU	
	FDC280KXZE1	10	ODU	
	FDC280KXZE1	10	ODU	
	FDC500KXZE1	18	ODU	
	FDC335KXZE1	12	ODU	
	FDC335KXZE1	12	ODU	
	FDC335KXZE1	12	ODU	
	FDC335KXZE1	12	ODU	
FDC280KXZE1	10	ODU		
FDC280KXZE1	10	ODU		
2.	Place of Functioning			NCLT, Ground, 6 th , 7 th & 8 th Floors, Block No.-3, C.G.O. Complex, Lodhi Road, New Delhi-110003



(Anil Kumar)

Under Secretary to the Govt. of India
Tel: 011-24363667

Tender for Comprehensive Annual Maintenance Contract (AMC) of Air
Conditioning Plant/System installed in the NCLT, New Delhi

Technical Bid

1. Name and Address of Bidding Firm :
2. Name and Designation of the person signing the bid :
3. Capacity in which bid is signed by the bidder (Proprietor / Partner / Director, etc.) :
4. Telephone Number (Mobile / Landline) :
5. Earnest Money Deposit Details :
6. CST / VAT Registration Certificate No. :
7. Service Tax Registration No. (Copy to be enclosed) :
8. PAN Number & latest ISO certificate (Copy to be enclosed) :
9. Terms & conditions mentioned in the Invitation to bid are Acceptable / Not Acceptable :

Signature of the Tenderer

Seal of the firm/company

Tender for Comprehensive Annual Maintenance Contract (AMC) of Air Conditioning Plant/System installed in the NCLT, New Delhi

Financial Bid

ITEMS DESCRIPTION FOR MITSUBISHI AC PLANT OF TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF AIR CONDITIONING PLANT/ SYSTEM INSTALLED IN THE NCLT, NEW DELHI.

6 th Floor			
Model No.	Capacity in HP	Unit Type	Cost (in Rupees) excluding taxes
FDC500KXZE1	18	ODU	
FDC500KXZE1	18	ODU	
FDC335KXE6G	12	ODU	
FDC280KXZPE1	10	ODU	
FDC280KXZPE1	10	ODU	
7 th Floor			
Model No.	Capacity in HP	Unit Type	Cost (in Rupees) excluding taxes
FDC335KXZE1	12	ODU	
FDC335KXZE1	12	ODU	
FDC335KXZE1	12	ODU	
FDC280KXZE1	10	ODU	
FDC280KXZE1	10	ODU	
Ground Floor			
Model No.	Capacity in HP	Unit Type	Cost (in Rupees) excluding taxes
FDC500KXZE1	18	ODU	
FDC335KXZE1	12	ODU	
8 th Floor			
Model No.	Capacity in HP	Unit Type	Cost (in Rupees) excluding taxes
FDC335KXZE1	12	ODU	
FDC335KXZE1	12	ODU	
FDC335KXZE1	12	ODU	
FDC280KXZE1	10	ODU	
FDC280KXZE1	10	ODU	
TOTAL	210		

The amount may be written in words also.

Signature of the Tenderer
Seal of the Firm/ Company