

REQUEST FOR PROPOSAL (RFP)

For

**Comprehensive Maintenance Contract of
HVAC System (excluding Chillers) installed**

At

**Deendayal Hastkala Sankul (Trade Centre & Museum),
Varanasi**



December 2018

MINISTRY OF TEXTILES

GOVERNMENT OF INDIA

WEBSITES: <https://eprocure.gov.in/eprocure/app>,

www.handicrafts.nic.in (for reference only)

Disclaimer and Confidentiality

This document has been prepared by O/o Development Commissioner Handicrafts Ministry of Textiles, Govt. of India ("Authority") solely for the purpose of providing information to potential Applicants. It is provided on a confidential basis and is not to be distributed or reproduced in whole or in part without the prior written consent of Authority.

The information contained in this Request for Proposal document (the "RFP") or subsequently provided to Applicant(s)/Bidder(s), whether verbally or in documentary or any other form by or on behalf of Authority or any of their employees or advisors, is provided to Applicant(s) on the terms and conditions set out in this RFP and such other terms and conditions subject to which such information is provided.

This RFP is not an agreement and is neither an offer nor invitation by Authority to prospective Applicants. The purpose of this RFP is to provide interested parties with information that may be useful to them in preparing their proposal i.e. Eligibility/Technical Proposal, Documents and Financial Proposal (the "Bid") pursuant to this RFP. This RFP includes statements, which reflect various assumptions and assessments arrived at by Authority or their advisors in relation to the Project. Such assumptions, assessments and statements do not purport to contain all the information that each Applicant may require. It is intended to be used as a guide only and does not constitute advice, including without limitation, investment or any other type of advice. This RFP may not be appropriate for all persons, and it is not possible for Authority, its employees or advisors to consider the investment objectives, financial situation and particular needs of each party who reads or uses this RFP. The assumptions, assessments, statements and information contained in this RFP may not be complete, accurate, adequate or correct. Each Applicant should, therefore, conduct its own investigations and analysis and should check the accuracy, adequacy, correctness, reliability and completeness of the assumptions, assessments, statements and information contained in this RFP including annexures/attachments/amendments and obtain independent advice from appropriate sources. Authority and its advisors assume that any person who reads or uses this document is capable of evaluating the merits and risks of any investment or other decision with respect to a financial/property transaction, operation, its suitability and its financial, taxation, accounting and legal implications without any reliance on this document.

Information provided in this RFP to the Applicants is on a wide range of matters, some of which depend upon interpretation of law. The information given is not an exhaustive account of statutory requirements and should not be regarded as a complete or authoritative statement of law.

This document may contain information prepared by third parties. Figures, calculations and other information contained in this document that has been provided to Authority by third parties have not been independently verified by Authority. Any projections or analyses represent best estimates only and may be based on assumptions, which, while reasonable, may not be correct. Past performance of any property or market information, if any, described in this document is not a reliable indication of future performance of such property. At all times, Authority acts as an Authority only. Except where otherwise provided, all references to fee, rent, income or price are Tax/GST exclusive. Users should not rely on any information contained in this document as a statement or representation of fact and must make their own enquiries to verify and satisfy themselves of all aspects of such information, including without limitation, any income, fee/rentals, dimensions, areas, zoning and permits. While the information in this document has been prepared in good faith and with due care, no representations or

warranties are made (express or implied) as to the accuracy, currency, completeness, suitability or otherwise of such information. Authority, its advisors, officers, employees, subcontractors and agents shall not be liable (except to the extent that liability under statute or by operation of law cannot be excluded) to any person for any loss, liability, damage or expense arising directly or indirectly from or connected in any way with any use of or reliance on such information.

Authority accepts no responsibility for the accuracy or otherwise for any interpretation or opinion on law expressed herein. Authority, its employees and advisors make no representation or warranty and shall have no liability to any person, including any Applicant or Applicant under any law, statute, rules or regulations or tort, principles of restitution or unjust enrichment or otherwise for any loss, damages, cost or expense which may arise from or be incurred or suffered on account of anything contained in this RFP or otherwise, including the accuracy, adequacy, correctness, completeness or reliability of the RFP and any assessment, assumption, statement or information contained therein or deemed to form part of this RFP or arising in any way during the Bidding Process.

Authority also accepts no liability of any nature whether resulting from negligence or otherwise, howsoever caused arising from reliance of any Applicant upon the statements contained in this RFP.

Authority may in its absolute discretion at any time, but without being under any obligation to do so, update, amend or supplement the information, assessment or assumptions contained in this RFP.

Authority may also withdraw or cancel the RFP at any time without assigning any reasons thereof.

Authority reserves the right, without any obligation or liability, to accept or reject any or all applications, at any stage of the selection process, to cancel or modify the process or any part thereof, or to vary any or all the terms and conditions at any time, without assigning any reason whatsoever.

The issue of this RFP does not imply that Authority is bound to select Applicant or to appoint the Successful Applicant, as the case may be. Authority reserves the right to reject all or any of the Applicants or Bids without assigning any reason whatsoever.

The Applicant shall bear all its costs associated with or relating to the preparation and submission of its Bid including but not limited to preparation, copying, postage, delivery fees, expenses associated with any demonstrations or presentations which may be required by Authority or any other costs incurred in connection with or relating to its Bid. All such costs and expenses will remain with the Applicant and Authority shall not be liable in any manner whatsoever for the same or for any other costs or other expenses incurred by a Applicant in preparation or submission of the Bid, regardless of the conduct or outcome of the Bidding Process.

Notice Inviting Tender (NIT)

Office of Development Commissioner Handicrafts Ministry of Textiles, Government of India ("Authority"), invites online bids for "**Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers)**" installed at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, from any authorized service provider having 5 years' experience in similar field i.e. maintenance of HVAC system in any organisation of repute.

Indicative Scope:

Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers)

The brief scope of the work and site information is provided in **Form T-6 of RFP.**

Details of equipments:

Primary pump : 3 capacity of 18.5 HP Make: Xylum	Fan coil unit : 4 capacity of 400 CFM Make: Waves
Secondary pump : 8 capacity of 30 HP Make: Xylum	Split AC : 45 capacity of 1.5 to 2 TR Make: Hitachi
Condenser pump : 3 capacity of 50 HP Make: Xylum	Ductable AC : 17 capacity of 3 to 5.5 TR Make: Hitachi
Cooling tower : 3 capacity of 10 HP Make: Paharpur	Dry scrubber : 2 Make Zeco
Hot water pump : 3 capacity of 5 HP Make: Xylum	Exhaust and supply fan : 63 Make: Flaktswood
Hot water generator : 2 capacity of 250 KW Make	Toilet Exhaust fan : 36 Make: Kruger
Rapid cool	AHU : 25 capacity of 16000 CFM Make: Waves

Detailed scope of work is attached.

Contract Period: The engagement would be initially for a contract period of **01 year**, extendable for another **four terms** of one year each on satisfactory performance of the agency.

Bid Security/ Earnest Money Deposit (INR): **Rs.65,000/- (Rupees Sixty five thousand only)**

Eligibility: The firm should meet the following minimum eligibility criteria:

A. Technical Criteria:

- Applicant shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship Firm,
- Applicant should be an authorized service provider for HVAC, AHU & Split Units(Lower & equipments) installed in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.
- Applicant should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,
- There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.
- The Applicant will be qualified only if they have successfully completed work(s) during last 5 years ending last day of the month previous to the month of EOI submission in any Central Govt./state Govt./PSU"s or any private Limited company of repute as given below:
 - At least one "similar work" ** of value of **INR 26 Lakhs** OR
 - Two "similar works" **each of value of **INR 16 Lakhs** OR
 - Three "similar works" **each of value of **INR 13 Lakhs**

** "**Similar work**" for this contract shall be installation / maintenance/ Repair/ Servicing/ Operation & Maintenance of HVAC, AHU & Split Units(Lower & equipments) installed in buildings.

B. Financial Criteria:

Minimum Average annual financial turnover during last three financial year ending 31st March of the previous financial year to the year of EOI submission should be **INR 10.00 Lakhs**.

Instructions:

- i. The detailed Request for Proposal document can be downloaded from <https://eprocure.gov.in/eprocure/app>, and www.handicrafts.nic.in from RFP document Download Start Date and Time indicated in the Critical Date Sheet till opening of bids.
- ii. To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date and time specified in Critical Date Sheet at office of **Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi - 110066**.
- iii. Duly completed proposal along with other prerequisites/ documents in support of eligibility criteria etc. and information as per formats given in RFP **must be submitted online** latest by date and time as specified in the critical date sheet. For details please refer the RFP documents.
- iv. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app>. Bidders are advised to follow the instructions provided in the "Instructions to the Bidders for the e-submission of the bids online through the Central Public Procurement Portal for e-Procurement at <https://eprocure.gov.in/eprocure/app> and in the Clause 1.10. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- v. Financial bid is to be submitted as per financial bid format/ BOQ template provided, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
- vi. Bidders shall not tamper/modify the tender form including downloaded financial bid format in any manner. In case if the same is found to be tempered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned from doing business with Office of Development Commissioner for Handicrafts.
- vii. Intending tenderers are advised to visit CPPP site <https://eprocure.gov.in/eprocure/app>, Authority's website www.handicrafts.nic.in regularly till closing date of submission of tender for any corrigendum / addendum/ amendment.

Critical Date Sheet:

1	Published Date	11 th December 2018
2	RFP document Download Start Date and Time	11 th December 2018, 12 Noon
3	Last date and time of sending queries	14 th December 2018
4	Pre Bid Meeting Date and Time	17 th December 2018, 12 Noon (1200 Hrs)
5	Authority's response to queries	18 th December 2018
6	Proposal Submission Start Date and Time	19 th December 2018
7	Proposal Submission (Online) End Date and Time	4 th January 2019 before 12 Noon (1200 Hrs)
8	Technical Proposal Opening Date and Time	7 th January 2019, 01:00 Pm (1300 Hrs)

Contact:

Senior Director (Handicrafts),

O/o Development Commissioner (Handicrafts),

Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi - 110066

E-mail: sohanjha1989@gmail.com, Ph: 011-26178640 / 26108985

TABLE OF CONTENTS

Disclaimer and Confidentiality	2
Notice Inviting Tender (NIT)	4
Tender Data Sheet	8
SECTION – 1: INSTRUCTION TO BIDDERS	12
1.1 Project Introduction.....	12
1.2 (Deleted).....	12
1.3 Authority	12
1.4 Reporting Authority.....	12
1.5 Eligibility:.....	12
1.6 Proposal Preparation Cost.....	13
1.7 Project Inspection and Site Visit	13
1.8 Only One Proposal	14
1.9 Taxes.....	14
1.10 Instructions to bidders	14
1.10.1 General Instructions	14
1.10.2 Submission of Bid Security/EMD.....	15
1.10.3 Power of Attorney	16
1.10.4 Instruction for submission of Technical Bid:	16
1.10.5 Instruction for submission of Financial Bid:.....	18
1.10.6 Opening of Proposal:	18
1.10.7 Evaluation of Proposal.....	19
a. Technical Evaluation	19
b. Financial Evaluation and Selection of Bidder	19
1.11 Award of Work.....	20
1.12 Execution of Agreement	20
1.12.1 Contract Period.....	20
1.12.2 Commencement Date of Contract.....	20
1.12.3 Payment Terms and Escalation	20
1.12.4 Performance Security	20
a. Submission of Performance Security	20
b. Appropriation of Performance Security.....	21
c. Release of Performance Security.....	21
1.13 Proposal Validity	21
1.14 Conflict of Interest	22
1.15 Corrupt or Fraudulent Practices.....	22
1.16 Prohibition against collusion amongst bidder(s)	22

1.17 Confidentiality	23
1.18 Interpretation of Documents:.....	23
FORM-T3: (Deleted)	26
FORM-T4: Undertaking by the Bidder	27
FORM-T5: Power of Attorney.....	28
FORM-T6: Employer’s Requirement with specifications	29
FORM-F1: Financial Bid Form	30
SECTION – 2: CONDITIONS OF CONTRACT.....	32
2.1 Definitions	32
2.2 Scope and Performance	33
2.3 Works to be carried out	33
2.4 Sufficiency of Tender	33
2.5 Discrepancies and Adjustment of Errors	33
SECTION – 3: SPECIAL CONDITIONS OF CONTRACT	35
SECTION – 4: ADDITIONAL CONDITIONS OF CONTRACT	37

Critical Date Sheet:

1	Published Date	11 th December 2018
2	RFP document Download Start Date and Time	11 th December 2018, 12 Noon
3	Last date and time of sending queries	14 th December 2018
4	Pre Bid Meeting Date and Time	17 th December 2018, 12 Noon (1200 Hrs)
5	Authority's response to queries	18 th December 2018
6	Proposal Submission Start Date and Time	19 th December 2018
7	Proposal Submission (Online) End Date and Time	4 th January 2019 before 12 Noon (1200 Hrs)
8	Technical Proposal Opening Date and Time	7 th January 2019, 01:00 Pm (1300 Hrs)

Tender Data Sheet

GENERAL

Office of Development Commissioner Handicrafts Ministry of Textiles, Government of India ("Authority"), invites open tender through e-tendering system (i.e. Technical and Financial bid) from eligible applicants who fulfil eligibility criteria as stipulated in clause 1.5 of this RFP for **Comprehensive Maintenance Contract ("CMC")** for HVAC System (excluding Chillers) at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.

1.1.1 The brief scope of the work and site information is provided in Form T-6 of RFP

1.1.2 The engagement would be initially for a period of **01 year**, extendable for another **four terms** of one year each on satisfactory performance of the agency.

1.1.3 The key details are as follows:

TERM SHEET	
S.N	Description
1.	<p>Name of Work</p> <p>Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers) at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.</p>
2.	<p>Tender Security Amount* (Earnest Money Deposit/EMD)</p> <p>Amount of EMD: - ₹ 65,000/- (INR Sixty five thousand Only)</p> <p>All Applicants shall submit EMD through Account Payee Demand Draft as per details provided in point No: 16 of the term sheet.</p> <p>EMD to be submitted along with proposal submission, and shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.</p> <p>EMD will not bear any interest payable by the Authority to the successful Applicant/licensee.</p> <p>Applicant shall clearly write Name of Applicant and</p>

TERM SHEET

S.N	Description	
		<p>Contact details at the back side of DD.</p> <p><i>Exemption of EMD will only be given to MSME/NSIC registered bidders.</i></p> <p><i>Bidders are requested to refer clause 1.10.2 for details and instructions.</i></p>
3.	Cost of Tender Documents (Non-Refundable)	NIL
4.	Tender Document available for sale on website	<p>From RFP document Download Start Date and Time indicated in the Critical Date Sheet till opening of bid.</p> <p>Applicants can download the Notice Inviting Tender (NIT) and Request for Proposal (RFP) document from e-tendering website https://eprocure.gov.in/eprocure/app</p> <p>Copy of RFP is also available on www.handicrafts.nic.in.</p>
5.	Pre-bid Meeting	<p>Date and Time as per Critical Date Sheet</p> <p>Venue: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi – 110066</p>
6.	Name and Address where queries/correspondence concerning this RFP is to be sent.	<p>Applicants if, require any clarification on the tender may send their queries to Authority by writing an email at sohanjha1989@gmail.com.</p> <p>or in writing to: Senior Director (Handicrafts), O/o Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R.K. Puram, Sector 1, New Delhi – 110066</p>
7.	Last date of seeking clarification	<p>Date: As per Critical Date Sheet</p> <p><i>Please note that Authority will not accept any queries raised beyond date and time indicated in the Critical Date Sheet</i></p>
8.	Last date of issuing response to queries/ amendment, if any	<p>Date: As per Critical Date Sheet</p> <p>Response to all the queries shall be uploaded on https://eprocure.gov.in/eprocure/app, and www.handicrafts.nic.in.</p>
9.	Last date and time of Submission of Online Proposal (Proposal Due Date)	<p>Date and Time: as per Critical Date Sheet</p> <p><i>Bidders are requested to refer Clause 1.10.4 and 1.10.5 for details and instructions.</i></p>

TERM SHEET

S.N	Description
10.	<p>Date of opening of Technical Proposal (Online)</p> <p>Date and Time: as per Critical Date Sheet</p> <p>Technical proposal submitted online shall be opened (decrypted) by Tender Opener at the Authority's office (<i>refer point 17 of term sheet for address</i>)</p> <p>Interested applicants who have submitted their proposal for this RFP may attend the opening of Technical proposals.</p> <p><i>Bidders are requested to refer Clause 1.10.6 for details and instructions.</i></p>
11.	<p>Date & Time of opening of Financial Bid</p> <p>Will be informed later on after the evaluation of Technical Bids.</p> <p>Financial Proposal of technically qualified bidders will only be opened and evaluated (<i>refer point 17 of term sheet for address</i>).</p> <p>Bidders quoting lowest financial bid i.e L1 among technically qualified bidders shall be identified as selected bidder.</p> <p><i>Bidders are requested to refer Clause 1.10.7</i></p>
12.	<p>Submission of Proposal</p> <p>Proposals shall be submitted online only at CPPP website: https://eprocure.gov.in/eprocure/app.</p> <p><i>Bidders are requested to refer Clause 1.10 for details and instructions.</i></p>
13.	<p>Validity of Tender</p> <p>180 days from the last date of submission of tender.</p>
14.	<p>Stipulated date of commencement of work</p> <p>Comprehensive Maintenance Contract shall commence within seven days from the date of issue of "Letter of Acceptance" or as per the instructions of Authority's representative.</p> <p>In case where warranty of respective equipment's is active, the Comprehensive Maintenance Contract for such equipment's shall commence immediately after the expiry of warranty period of individual equipment's.</p> <p>Existing OEM/supplier of Equipment shall comply with existing obligations under active warranty period of respective Equipment's till expiry of warranty of respective Equipment's.</p>
15.	<p>Performance Security (applicable to Selected Bidder)</p> <p>Selected Bidder must submit Performance Security of the amount equivalent to 10% of the Contract Value.</p>

TERM SHEET

S.N	Description
	<i>Bidders are requested to refer Clause 1.12.4 for details and instructions.</i>
16.	<p>Detail for EMD submission and place for submission of EMD, required documents (if any) and seeking clarifications on tender documents</p> <p>Demand Draft (DD) to be prepared in the name of PAO (Textiles), New Delhi payable at New Delhi.</p> <p>Address for submission of original EMD: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi - 110066</p> <p><i>Bidders are requested to refer clause 1.10.2 for details and instructions.</i></p>
17.	<p>Place for Technical and Financial Bid opening</p> <p>Venue: Office of Development Commissioner (Handicrafts), Ministry of Textiles, West Block No.: 7, R. K. Puram, Sector 1, New Delhi - 110066</p> <p><i>Note: - the Authority reserves the right to change the venue, the bidder shall keep track of all updates and communications.</i></p>

SECTION – 1: INSTRUCTION TO BIDDERS

1.1 Project Introduction

- 1.1.1 Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi (“DHS”) is a modern and integrated facility developed by Ministry of Textiles, Govt. of India to support Handloom and Handicraft sector of Varanasi and nearby areas, by providing platform for trade enhancement, facilitation to both domestic and international buyers and carry forward the rich traditions of Handloom and Handicrafts of Varanasi region.
- 1.1.2 The complex has been developed over a contiguous land of approx. 7.93 acres, at Bada Lalpur, Varanasi. The project encompasses a constructed area of approx. 43,450 square meter, with sub-components including Shops, Food Kiosks, Restaurant, Marts / Offices, Bank and ATM, Foreign Currency Exchange Office, Guest Rooms, Dormitories, Stalls / Kiosks, parking facility for more than 500 cars, space for cultural and social functions, Handloom and Handicraft exhibitions, Craft Museum along with Amphitheatre and Souvenir Shop.



1.2 (Deleted)

1.3 Authority

- 1.3.1 For the purpose of this RFP, Authority shall mean Office of Development Commissioner (Handicrafts) / any other officer Authorized by Development Commissioner (Handicrafts), Ministry of Textiles.

1.4 Reporting Authority

- 1.4.1 Office of Development Commissioner (Handicrafts) / any other officer Authorized by Development Commissioner (Handicrafts), Ministry of Textiles.

1.5 Eligibility:

The firm should meet the following minimum eligibility criteria:

A. Technical Criteria:

- a. Applicant shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship Firm,
- b. Applicant should be an authorized service provider for HVAC, AHU & Split Units(Lower & equipments) installed in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.
- c. Applicant should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,
- d. There should be no legal suit/ criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.
- e. The Applicant will be qualified only if they have successfully completed work(s) during last 5 years ending last day of the month previous to the month of EOI submission in any Central Govt./state Govt./PSU"s or any private Limited company of repute as given below:
 - i. At least one "similar work" ** of value of **INR 26 Lakhs** OR
 - ii. Two "similar works" **each of value of **INR 16 Lakhs** OR
 - iii. Three "similar works" **each of value of **INR 13 Lakhs**

** "**Similar work**" for this contract shall be installation / maintenance/ Repair/ Servicing/ Operation & Maintenance of HVAC, AHU & Split Units(Lower & equipments) installed in buildings.

B. Financial Criteria:

Minimum Average annual financial turnover during last three financial year ending 31st March of the previous financial year to the year of EOI submission should be **INR 10.00 Lakhs**.

1.6 Proposal Preparation Cost

- 1.6.1 Each interested party shall be responsible for bearing all the costs and expenses associated with the preparation of its proposal and its participation in the bidding process. Authority shall not be responsible, or in any way liable for such costs/expenses, regardless of the conduct or outcome of the bidding process.

1.7 Project Inspection and Site Visit

- 1.7.1 The bidder on his own interest may visit the site at Varanasi for examining the serviceability of the equipment's for which CMC is required under this RFP. In case of any malfunctioning/defects noticed and requires repair before commencement of CMC of the said equipment's, the initial one-time Lump sum repair cost should be submitted in designated space provided in the financial bid.

L1 will be decided based on the cumulative total of CMC cost and initial one-time Lump sum repair cost quoted for the equipment's for which CMC is required under this RFP. In case of non-submission of Lump sum repair cost, it is deemed that the all equipment's are in serviceable condition and the L1 bidder is bound to undertake CMC without any additional charges.

The costs of visiting the site shall be borne by the Bidder. Authority shall not be liable for such costs, regardless of the outcome of the Bidding process.

1.8 Only One Proposal

1.8.1 Each bidder will submit only one proposal. If a bidder submits or participates in more than one proposal, all such proposals shall be disqualified.

1.9 Taxes

1.9.1 GST, as applicable on services provided by the CMC contractor is to be rendered by the Contractor and shall be reimbursed by Authority.

1.9.2 As a condition precedent for reimbursement of the GST, the CMC contractor shall provide a valid GST registration number issued by the concerned Statutory Authority.

1.9.3 The financial liability on account of any other applicable taxes, as may be applicable on the amounts received by the Contractor from Authority or any procurement done by the Contractor shall be solely borne by the Contractor. The Contractor alone shall be responsible in all respects for the payment of all taxes including Income Tax etc. in a timely manner and filing the returns in respect thereof as per the applicable laws.

1.9.4 However, towards compliance with the applicable Tax laws, Authority shall deduct applicable taxes from the payments to be made by Authority to Contractor and Contractor shall not object to the same.

1.10 Instructions to bidders

1.10.1 General Instructions

a. Tender document consists of the following:

- i. Notice Inviting Tender
- ii. Instructions to Bidders (Including Annexures)
- iii. Form of Tender (Including Appendices)
- iv. Conditions of Contract
- v. Special Conditions of Contract
- vi. Additional Conditions of Contract
- vii. Scope of Work
- viii. Financial Proposal Form

b. Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in/eprocure/app.Tenderers/>. Bidders are advised to follow the instructions provided in the 'Instructions to the Contractors/Tenderer for the e-submission of the bids online through the Central Public Procurement Portal for e Procurement at <https://eprocure.gov.in/eprocure/app>'.

c. Tenderer who has downloaded the tender from the official website www.handicrafts.nic.in, and Central Public Procurement Portal (CPPP) website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner.

d. **Pre-bid Meeting:** To clarify the queries and take suggestions of the applicants, a pre- bid meeting is scheduled on date, time and location specified in Critical Date Sheet. All queries shall be sent before last date of sending queries to the concerned person as specified in the Data Sheet.

e. The Bidders should submit the complete tender documents only after satisfying each and every condition laid down in the tender documents. Every document of the technical bid should be signed by the bidder with seal of the firm/agency.

- f. The proposal and supporting documents shall be in English language and bidders shall express the price of their financial proposal in Indian Rupees (INR) only.
- g. The original proposal shall contain no interlineations or overwriting except as necessary to correct the errors made by applicants themselves, which must be initialled by Authorized Signatory.
- h. It is deemed that prior to submission if the proposal the bidder has made a complete and careful examination of tender, received all relevant information required from the Authority and has submitted the financial bid considering all financial viability aspects. No additional information will be provided after proposal due date.
- i. Authority reserves the right to verify the information provided by the bidder and seek additional information.
- j. No inquiry, verbal or written, shall be entertained in respect of acceptance/rejection of the quotation. Quotation must be unconditional.
- k. The bidders may be required to show the original documents if Authority or O/o DC (Handicrafts) demands for the same.
- l. The tender shall be submitted online in Two part, viz., Technical bid and Financial bid.
- m. Financial bid is to be submitted as per financial bid format/ BOQ template provided in **"FORM-F1"** of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.
- n. The offers submitted by Telegram/Fax/email shall not be considered. No correspondence will be entertained in this matter.

1.10.2 **Submission of Bid Security/EMD**

- a. Proposal should necessarily be accompanied by an Earnest Money Deposit for an amount as specified in the term sheet as per details provided in the term sheet. EMD shall remain valid for a period of forty-five days beyond the final proposal/bid validity period.
- b. Bidder should prepare and submit the scanned copy EMD online as per the instructions specified in the tender document. Original EMD in the form of Demand Draft, shall be sealed in an envelope super scribed Earnest Money Deposit (EMD) for **"Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers)"** and submitted at the address mentioned in the point number 6 of term sheet before the end date and time indicated for the same.
- c. Exemption of Bid Security Deposit/EMD:

Tender Cost and Tender Security is exempted for bidders (Micro & Small Enterprises) registered with District industries Centre or Khadi& Village Industries Commission or Khadi & village Industries Board or Coir Board or National Small Industries Corporation or Dte. of Handicraft & Handloom or any other bodies specified by Ministry of Micro, Small & Medium Enterprises for appropriate category of item tendered, and have valid registration certificate as on date of tender submission.

The MSEs would not be eligible for exemption of Tender Cost and Tender Security if;

- either they are not registered for category of item tendered.
- or they do not have valid registration as on the date of tender submission.

The tenderers seeking exemption from “Tender Cost and Tender Security”, being MSEs, shall ensure their eligibility w.r.t. above and submit registration certificate issued by the body under which they are registered which clearly mentions category of registration under the category of tendered item, and Terminal Validity of registration.

In absence of any of the above requirements no exemption for Tender Cost and Tender Security will be allowed and tenderers eligibility shall be dealt as if they are not registered with MSEs.

- d. Tenders without EMD are liable to be rejected.
- e. EMD of successful Applicant shall be retained by the Authority till Performance Security Deposit is submitted by the successful Applicant. EMD of unsuccessful Applicants will be returned after expiry of the final proposal/bid validity and latest on or before the 30th day after the award of the contract.
- f. The EMD shall be forfeited by Authority in the following events:
 - i. If Proposal is withdrawn during the validity period or any extension agreed by the bidder thereof.
 - ii. if a Bidder submits a Non-Responsive Proposal or if any information or document furnished by the Applicant turns out to be misleading or untrue in any material respect;
 - iii. If the Proposal is varied or modified in a manner not acceptable to Authority after opening of Proposal during the validity period or any extension thereof.
 - iv. If the bidder tries to influence the evaluation process.
 - v. in the case of Selected Bidder, if it fails within the specified time limit -
 - to accept the LoA; and / or
 - to sign the Agreement; and / or
 - to furnish the Performance Security; and
 - in case the Selected Bidder, having signed the Agreement, commits any breach thereof prior to furnishing the Performance Security.

1.10.3 Power of Attorney

The Applicant should submit a Power of Attorney in the format specified at Form T5 authorizing Applicant’s representative as signatory of the Proposal to commit the Applicant.

1.10.4 Instruction for submission of Technical Bid:

Bidders are required to submit EMD and Technical Proposal along with requisite documents and forms provided below:

Forms no.	Enclosures to Technical Proposal
FORM-T1	Performa for Technical Evaluation
FORM-T2	Financial Capacity of the Applicant Firm/ Bidder
FORM-T3	(Deleted)
FORM-T4	Undertaking by the Bidder
FORM-T5	Power of Attorney

Documents establishing bidder’s eligibility and qualification:

All supporting documents must be duly signed by Authorized representative of Applicant.

The following documents establishing bidder’s eligibility and qualification are to be furnished by

the bidders along with the Technical Bid as per the tender documents. Any tenderer submitting bid without documents those specified below is liable to be summarily rejected.

Criteria	Description	Required Supporting Document
Technical Criteria		
A.	Bidder shall necessarily be a legally valid entity registered under the Companies Act 1956/2013 or Proprietorship Firm,	Scanned copy of duly signed Certificates of Incorporation issued by the respective registrar of firms/companies or applicable registration certificate in case of Proprietorship Firm.
B.	Applicant should be an authorized service provider for HVAC, AHU & Split Units(Lower & equipments) installed in Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi.	Copy of registration certificate for the undertaking HVAC maintenance services.
C.	Bidder should be registered with Income Tax, Goods and Services Tax (GST) and also registered under the labour laws, Employees Provident Fund Organization, Employees State Insurance Corporation,	Scanned copy of duly signed: 1. PAN/TAN number 2. Income tax return of last three years (ie 2015-16, 2016-17 & 2017-18) 3. GST Registration certificate 4. Certificate of registration with the concerned Govt. authorities under the Contract Labor (Regulation & Abolition) Act, ESI Act, Provident Fund Act,
D.	There should be no legal suit/criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and should not be black listed by any of the Government organizations.	Scanned copy of duly signed undertaking by agency as per "FORM-T4" of the tender document
E.	The Applicant will be qualified only if they have successfully completed work(s) during last 5 years ending last day of the month previous to the month of EOI submission in any Central Govt./state Govt./PSU"s or any private Limited company of repute as given below: i. At least one "similar work" ** of value of INR 26 Lakhs OR ii. Two "similar works" **each of	Scanned copy of duly signed satisfactory performance certificates and TDS certificates of submitted eligible assignments issued by respective clients where the services have been rendered along with copy of respective signed contract agreements.

Criteria	Description	Required Supporting Document
	value of INR 16 Lakhs OR iii. Three “similar works” **each of value of INR 13 Lakhs ** “Similar work” for this contract shall be installation / maintenance/ Repair/ Servicing/ Operation & Maintenance of HVAC, AHU & Split Units(Lower & equipments) installed in buildings.	
Financial Criteria		
A.	Minimum Average annual financial turnover during last three financial year ending 31 st March of the previous financial year to the year of tender submission should be INR 10.00 Lakhs.	Scanned copy of certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria as per “FORM-T2”.

1.10.5 Instruction for submission of Financial Bid:

Financial bid is to be submitted as per financial bid format/ BOQ template provided in “FORM-F1” of this RFP, the rates offered should be entered in the allotted space only and uploaded after filling the relevant columns.

All information provided should be legible, and wherever the information is given in figures, the same should also be mentioned in words. In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.

The financial Bid/ BOQ template must not be modified/replaced by the bidder; else the bid submitted is liable to be rejected for this tender and EMD would be forfeited and tenderer is liable to be banned from doing business with O/o DC (Handicrafts).

1.10.6 Opening of Proposal:

Authority reserves the right to reject any Proposal not submitted on time and which does not contain the information / documents as set out in this RFP.

Stage 1: Opening of Cover 1 (Technical Proposal)

The documents in Cover I submitted online by respective bidders will be opened (decrypted) on the date and time stipulated in the “Date Sheet”, processed & scrutinized to determine Non-Responsive Proposals.

Proposals for which a notice of withdrawal has been submitted shall not be opened.

Prior to evaluation of Proposals, authority will determine whether each Proposal is responsive to the requirements of the RFP. A Proposal shall be considered responsive only if the Proposal:

- Is received by the Proposal Due Date pursuant to point no: 9 of the Term Sheet
- Is submitted pursuant to Clause 1.10
- Is accompanied by the Power of Attorney as specified in Form FORM-T5, as applicable.

- Accompanied by EMD as per **clause 1.10.2**
- Contains all the information as requested in the RFP;
- All pages of the Proposal are signed by Authorized representative of Applicant,
- Contains information in the forms specified in this RFP along with supporting documents; and fulfills the conditions of Pre-Qualification / Eligibility Criteria,
- Proposal validity is as prescribed in the RFP,
- Technical proposal does not contain any material information on financial bid,

Authority reserves the right to reject any Proposal which is non-responsive and no request for alteration, modification; substitution or withdrawal shall be entertained by Authority in respect of such Proposals.

Authority would subsequently examine and evaluate Proposals in accordance with the Selection Process specified at Clause 1.10.7 and the criteria set out in Clause 1.5 of this RFP.

Stage 2: Opening of Cover 2 (Financial Proposal)

After the technical evaluation, Authority would prepare a list of qualified Applicants in terms of Clause 1.10.7.a for opening of their Financial Proposals.

Authority will not entertain any query or clarification from Applicants who fail to qualify at any stage of Selection Process.

The financial evaluation would be carried out in terms of Clause 1.10.7.b

If Applicant quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not be considered.

1.10.7 Evaluation of Proposal

a. Technical Evaluation

The Technical Proposal of bidders will be evaluated for compliance with the eligibility criteria as defined in clause 1.5 of the RFP. Only those bidders who fulfils the eligibility criteria shall be identified as Technically Qualified Bidders and would be considered for Financial Proposal evaluation.

The EMD of bidders who do not qualify the technical evaluation shall be returned to respective unsuccessful bidders.

b. Financial Evaluation and Selection of Bidder

Financial Proposal of technically qualified bidders (as indicated in clause 1.10.7.a) will only be opened and evaluated.

Bidders quoting lowest Financial Quote i.e L1 (**as per Form F1**), among technically qualified bidders shall be identified as "**Preferred Bidder**" or "**Selected Bidder**".

In case of any malfunctioning/defects noticed and requires repair before commencement of CMC of the said equipment's, the initial one-time Lump sum repair cost should be submitted in designated space provided in the financial bid.

L1 will be decided based on the cumulative total of CMC cost and initial one-time Lump sum repair cost quoted for the equipment's for which CMC is required under this RFP. In case of non-submission of Lump sum repair cost, it is deemed that the all equipment's are in serviceable condition and the L1 bidder is bound to undertake CMC without any additional charges.

If bidder quotes NIL charges/consideration, the bid shall be treated as unresponsive and will not

be considered. The Authority reserves the right to accept/reject any bid including the lowest bid received and/or annul the bidding process.

1.11 Award of Work

After selection, a Letter of Award (the "LOA") shall be issued, by the Authority to the Selected Bidder and the Selected Bidder shall, within 3 (three) days of the receipt of the LOA, sign and return the duplicate copy of the LOA in acknowledgement thereof. In the event the duplicate copy of the LOA duly signed by the Selected Bidder is not received by the stipulated date, the Authority may, unless it consents to extension of time for submission thereof, appropriate the Bid Security/EMD of such Bidder as mutually agreed genuine pre- estimated loss and damage suffered by the Authority on account of failure of the Selected Applicant to acknowledge the LOA, and the next eligible Applicant may be considered.

1.12 Execution of Agreement

After acknowledgement of the LOA as aforesaid by the Selected Bidder, it shall execute the Comprehensive Maintenance Contract (CMC) within the period prescribed in "Term Sheet" or as amended in LOA. The Selected Bidder shall not be entitled to seek any deviation in the Agreement.

The Selected Bidder shall submit Performance Security as per **clause 1.12.4** before signing of CMC.

1.12.1 Contract Period

The engagement would be initially for a contract period of 01 year, extendable for another four terms of one year each on satisfactory performance of the agency.

1.12.2 Commencement Date of Contract

The later date among date of signing of CMC between Authority and Selected Bidder and date immediately succeeding to date of expiry of existing warranty of individual Equipment's will be identified as the 'Commencement Date' of contract;

In case of extension of contract as per clause 1.12.1, Commencement Date will be the date on which extended contract becomes effective.

1.12.3 Payment Terms and Escalation

- i. The payment for Comprehensive Maintenance Contract for the year will be paid quarterly in advance as equal quarterly instalments.
- ii. Total payable amount to the CMC contractor shall be as per the financial proposal submitted by the selected bidder in Form-F1 against respective year/ heads.
- iii. No Escalation will applicable on the quoted amount in Form-F1.
- iv. Authority would endeavour to make due payment to CMC contractor within 30 days of receipt of invoice/bill from the contractor as per the terms of RFP.
- v. Payment of GST would be as per clause 1.9.

1.12.4 Performance Security

a. Submission of Performance Security

Within 10 days of receipt of the LoA, or within period as amended in Letter of Acceptance (LoA), the Selected Bidder shall deliver to the Authority a Performance Security [to cover the amount of liquidated damages and/or the compensation of the breach of contract]in any of the forms given below for an amount equivalent to 10% of the Contract Value as stipulated in the conditions of contract:

- i. Performance Security shall be submitted in the form of Bank Guarantee in the format acceptable to the Authority as per details provided in the term sheet.

Failure of the successful Bidder to comply with the requirements of Sub- clause 1.12.4 shall constitute sufficient grounds for cancellation of the award and forfeiture of the Bid Security/EMD.

The performance security shall be submitted for entire Contract Period and shall be valid for six months after the scheduled completion date.

It is expressly understood and agreed that the performance security is intended to secure the performance of entire Agreement. It is also expressly understood and agreed that the performance security is not to be construed to cover all the damages detailed / stipulated in various clauses in the Contract document.

Should the contract period, for whatever reason be extended, the Bidder, shall at his own cost, submit the fresh Bank Guarantee in respect of performance security for an amount equivalent to 10% of the Contract Value and shall be valid for six months after the scheduled completion date. Such extended / revised Bank Guarantee shall be furnished to the Authority before the expiry date of the Bank Guarantee originally furnished.

b. Appropriation of Performance Security

Performance Security submitted by the contractor shall be forfeited if the contractor fails to commence services as per the requirements of this RFP.

In the event the contractor fails to perform any or all its obligations under the Agreement and damages are imposed for such failure, the Authority shall have right to appropriate such amount as damages from the Performance Security submitted by the Contractor.

Upon occurrence of a contractor Default or failure to meet any condition as per the Agreement, the Authority shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Performance Security as Damages for such contractor Default or failure to meet any Condition Precedent. Upon such appropriation from the Performance Security, the contractor shall, within 30 (thirty) days thereof, replenish, in case of partial appropriation, to its original value, and in case of appropriation of the entire Performance Security provide a fresh Performance Security, as the case may be, failing which the Authority shall be entitled to terminate this Agreement.

Upon replenishment or furnishing of a fresh Performance Security as aforesaid, the contractor shall be entitled to an additional Cure Period of 30 (thirty) days for remedying the contractor Default or to meet any Condition Precedent, and in the event of the contractor not curing its default or meeting such Condition Precedent within such Cure Period, the Authority shall be entitled to encash and appropriate such Performance Security as Damages, and to terminate this Agreement.

c. Release of Performance Security

Performance Security submitted, will be returned to the Agency subject to the Authority's right to receive or recover amounts, if any, due without any interest 30 days after completion of Contract.

1.13 Proposal Validity

The **Term Sheet point 13** indicates how long Bidders' Proposals must remain valid after the submission date. During this period, bidders shall ensure the availability of professional staff nominated in the Proposal and also the financial proposal shall remain unchanged. Authority will make its best effort to complete the selection process within this period. Should the need arise Authority may request the bidders to extend the validity period of their proposals. Bidders

who do not agree, have the right to refuse to extend the validity of their Proposals; under such circumstance Authority shall not consider such proposal for further evaluation.

Bidders are requested to refer "Term Sheet" for applicable duration of validity.

1.14 Conflict of Interest

Bidders, and any of their affiliates, shall be considered to have a conflict of interest and shall not be eligible for selection as Comprehensive Maintenance Contract Contractor under any of the circumstances set forth below:

- a. **Conflicting Assignment/job:** A bidder or any of its affiliates shall not be hired for any Assignment/job that, by its nature, may be in conflict with this Assignment/job of the bidder to be executed for the same Employer.
- b. **Conflicting Relationships:** A bidder that has a business or family relationship with a member of the Authority/Ministry's staff who is directly or indirectly involved in any part of
 - i. the preparation of the Terms of Reference of the Assignment/job,
 - ii. the selection process for such Assignment/job, or
 - iii. supervision of the Contract, may not be awarded a Contract, until and unless the conflict stemming from this relationship has been resolved in a manner acceptable to the Authority.

Bidders have an obligation to disclose any situation of actual or potential conflict that impacts their capacity to serve the best interest of Authority, or that may reasonably be perceived as having this effect. Failure to disclose said situations may lead to the disqualification of the bidder or the termination of its Contract.

1.15 Corrupt or Fraudulent Practices

Authority desires to observe a high standard of ethics during the procurement and execution of Agreement. In pursuance of this Clause, the Authority:

- a) Will not accept a proposal for award if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt fraudulent practices on competing for the RFP in question, and will declare a bidder ineligible.
- b) if it, at any time determines that the bidder has engaged in corrupt or fraudulent practices, for this RFP or in the past for the purpose of this provision, the Authority defined the terms set forth as follows:

"Corrupt Practices" means the offering, giving, receiving and soliciting of anything of value to influence the action of an official in the procurement process or in Agreement execution; and

"Fraudulent Practice" means a misrepresentation of facts in order to influence a procurement process or the execution of a Agreement and includes collusive practices among Bidders (prior to or after Proposal submission designed to establish Proposal prices at artificial, non-competitive levels and to deprive the Authority of the benefits of free and open competition

1.16 Prohibition against collusion amongst bidder(s)

Each Bidder shall warrant by its Proposal that the contents of its Proposal have been arrived at independently. Any Proposal which have been arrived at, through connivance or collusion or pooling amongst two or more interested parties for the purpose of restricting competition shall be deemed to be invalid and the concerned Bidder(s) shall lose its/their Earnest Money, at

Authority's sole discretion. The format for Anti- Collusion Certificate has been provided in Form 10 of Section 4 of the RFP document.

1.17 Confidentiality

Information relating to evaluation of Proposals and recommendations concerning awards shall not be disclosed to the bidders who submitted the proposals or to other persons not officially concerned with the process, until the publication of the award of Contract. The effort by bidder to seek confidential information related to the process may result in the rejection of its Proposal.

1.18 Interpretation of Documents:

- i. Authority will have the sole discretion in relation to:
 - a) the interpretation of this RFP document, the Proposals and any documents provided in support of the Proposals; and
 - b) all decisions in relation to the evaluation of Proposals.

Authority will have no obligation to explain or justify its interpretation of this RFP document, the Proposal(s) or their supporting/related documents/information or to justify the evaluation process or selection of the Selected Bidder.
- ii. In the event of conflicts of any sort among the Information and Instructions to Bidder and the Agreement, the documents shall be given the following priority:
 - a) Agreement,
 - b) Information and Instructions to Bidder.
- iii. Authority reserves the right to use and interpret the Proposal documents, data etc it receives from the Bidder(s) in its absolute discretion.

FORM-T1: Performa for Technical Evaluation

The agencies are requested to furnish the following information/ documents for Technical evaluation.

1	Name of the Bidder	
2	Item	Yes/No (upload the documentary proof in each case)
	Is the bidder Original Equipment Manufacturers (“OEM”) <i>If YES, has the bidder submitted an undertaking on their letter head confirming their participation in this RFP as Original Equipment Manufacturer</i>	
	Is the bidder authorized service provider of equipments under this RFP. <i>If YES, has the bidder submitted Copy of registration certificate for undertaking HVAC maintenance services.</i>	
	Whether Firm is registered & license holder under	
	a. Contract Labour (Regulation & Abolition) Act	
	b. ESI Act	
	c. Provident Fund Act	
	d. GST Registration Certificate	
3	Whether the firm has a permanent Account Number (PAN/TAN)	
4	No legal suit/criminal case is pending or contemplated or no legal notice having being served to this effect against the proprietor of the agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in-force and agency is not black listed by any Government organization.	
5	Copy of service tax returns submitted for last three (3) year (ie 2015-16, 2016-17 & 2017-18)	
6	Does the agency have successfully executed minimum eligible assignments as per clause 1.5 of RFP.	
7	Scanned copy of duly signed satisfactory performance certificates and TDS certificates of submitted eligible assignments issued by respective clients where the services have been rendered along with copy of respective signed contract agreements.	
8	Bidder has submitted certificate from statutory Auditor / Chartered Accountant in support of Financial Criteria as per “Form-T2”.	
9	Is Earnest Money Deposit (EMD) submitted as per RFP instructions	

Note: Submission of documentary proof for the entire above Qualifying Requirement is mandatory. In case of absence of documentary proof the bid is liable to be rejected. Also, the documentary proofs attached should be duly attested by authorized person(s). Authority may demand original documents for verification.

For M/s _____ (Name of the Bidder)

Signature & company seal

Name

Designation

Email

Mobile No.

FORM-T2: **Financial Capacity of the Applicant Firm/ Bidder**

Financial Capacity of the Applicant Firm/ Bidder
(Certificate from Statutory Auditor/ Chartered Accountant)

S. No.	Financial Year	Annual Turnover (In Lakhs)
(1)	(2)	(3)
1.	2017 - 2018	
2.	2016 - 2017	
3.	2015 - 2016	

Certificate from Statutory Auditor/ Chartered Accountant

This is to certify that _____ (name of the bidder) has received the payments shown in column 3 above against the respective years.

Name of the Audit Firm:

Seal of the Audit Firm:

Date:

Name and Signature of Authorized Signatory

FORM-T3: (Deleted)

FORM-T4: Undertaking by the Bidder

(To be submitted in Original on Letterhead of Bidder)

I, _____, on behalf of _____ (Name of the bidder firm/agency) hereby declare that there is no legal suit / criminal case pending or contemplated or legal notice having been served to this effect against the Proprietor of the Agency or any of its Directors (in case of Pvt. Ltd. Company) on grounds of moral turpitude or for violation of any of the laws in force and company is not black listed by any Government Organization.

I, _____, on behalf of _____ (Name of the bidder firm/agency) hereby declare that our organization or the staff to be provided has no business or direct family relationship with member(s) of O/O DC (Handicrafts) and/or O/O DC (Handicrafts) employees or persons positioned in or on the Board of these two organizations by whatever process.

I, _____, on behalf of _____ (Name of the bidder firm/agency) hereby undertake that all relevant statutory requirements will be complied with.

I, _____, on behalf of _____ (Name of the bidder firm/agency) understand that if the above declaration is found incorrect, the present engagement would be terminated and _____ (name of the firm/agency) would be debarred from any further engagement by O/o DC (Handicrafts) ever.

For M/s _____ *(Name of the Bidder)*

Authorized Signature [In full and initials]:

Name and Title of Authorized representative:

Address:

Signature & company seal

Email

Mobile No.

FORM-T5: Power of Attorney

(On a Stamp Paper of relevant value)

POWER OF ATTORNEY FOR AUTHORISED REPRESENTATIVE

Know all men by these presents, we _____ (name and address of the registered office) do hereby constitute, appoint and authorize Mr. /Ms. _____ (name and address of residence) who is presently employed with us and holding the position of _____ as our attorney, to do in our name and on our behalf, all such acts, deeds and things necessary in connection with or incidental to our proposal for **Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers)**.

We hereby agree to ratify all acts, deeds and things lawfully done by our said attorney pursuant to this Power of Attorney and that all acts deeds and things done by our aforesaid attorney shall and shall always be deemed to have been done by us.

Executant

Signature of Attorney

(Name, Title and Address of the Attorney)

Attested

Executant

Notes:

1. To be executed by the sole Bidder.
2. The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required the same should be under common seal affixed in accordance with the required procedure.
3. Also, where required, the executants(s) should submit for verification the extract of the charter documents and documents such as a resolution / power of attorney in favour of the Person executing this Power of Attorney for the delegation of power hereunder on behalf of the Bidder.
4. In case the Proposal is signed by an authorised Director of the Bidder, a certified copy of the appropriate resolution / document conveying such authority may be enclosed in lieu of the Power of Attorney.

FORM-T6: Employer's Requirement with specifications

(Scope of Work)

1. MAINTENANCE SERVICES

- i. to check & tighten all nuts & bolts.
- ii. to check & adjust the belt tension and pulley of the AHU blower unit.
- iii. to clean the AHU blower.
- iv. to check & adjust all the control settings.
- v. to check the bearing temperature of motor/ pump motor/AHU motor. If found any abnormality in the bearing of the above equipment, the same shall be replaced
- vi. to check the tightness of all termination of electrical equipments. Any component found defective and beyond repairable shall be replaced.
- vii. to check all glands and seal of pumps.
- viii. To check the control wiring.
- ix. To check motors winding and rewinding if burnt out.
- x. to clean the air filters & cooling coils of the AHUs.
- xi. to check proper working of all the meter gauges. Replacement of the same if found defective.
- xii. to check the proper functioning of the electrical parts like contactors, overload relay & display units. Cleaning of the contactor with CRC.
- xiii. to clean the over head make up water tank.
- xiv. Greasing & cleaning of the pump motor.
- xv. Cleaning of Cooling tower's sumps, nozzles etc.
- xvi. Greasing of AHU's and Pump's motor.
- xvii. Overhauling of Pumps.
- xviii. Cleaning of cooling coils and air filters of AHU's.
- xix. Cleaning of Air Handling Unit fins with chemicals and water solutions
- xx. Checking of electrical and control panel, all the electrical equipments like contactors, overload replay, fuse base are to be checked. The wiring of all electrical and control is to be checked.
- xxi. Checking of the electrical panel from the source side.
- xxii. to check the damaged cold insulation on the breakup as well as cooling water lines.
- xxiii. to check the overhead makeup water tank if found any leakage in it.
- xxiv. replacement of all old and non-functioning metering gauges for water circuit as well as refrigerant lines.
- xxv. Operational parameter check. Power consumption checking. Advising to improve the energy consumption.
- xxvi. Servicing and cleaning the cooling towers, fills cleaning.

Note: The above list is indicative only. Any equipment/device/wiring/panel etc. which is not indicated in the above list, but forms part of the overall system, shall be deemed to be included in the scope of work. The contractor may inspect the building/premises/equipment thoroughly, before quoting for the work. The contractor should physically inspect the entire systems which are to be covered under contract and also to make an assessment of the average consumption of consumables/spares etc. before quoting their rates.

1. Warranty

The CMC contractor shall provide the warranty for 06 months that items supplied/replaced shall be new and free from all defects and faults in material.

FORM-F1: Financial Bid Form

(On the letterhead of the Bidder)

[Location, Date]

To,

Senior Director (Handicrafts),
O/o Development Commissioner (Handicrafts),
Ministry of Textiles, West Block No.: 7,
R.K. Puram, Sector 1, New Delhi - 110066

Dear Sir,

We, the undersigned, are pleased to provide our offer for Providing Comprehensive Maintenance Contract ("CMC") for HVAC System (excluding Chillers) installed at Deendayal Hastkala Sankul (Trade Centre & Museum), Varanasi, in accordance with your Request for Proposal dated _____ and our Technical Proposal.

We confirm that our proposal includes initial one-time Lump sum repair cost, routine maintenance, servicing, preventive and breakdown maintenance all-inclusive with replacement of all parts as per terms & conditions stipulated this Request for Proposal (*Exclusions are provided in point 1.9 of Form T-6*) Our financial proposal for undertaking Comprehensive Maintenance Contract (CMC) is as provided below:

S. No.	Description	Amount (in INR) for respective heads
1	Initial one-time lump sum repair cost before commencement of CMC.	
2	1 st year of CMC cost	
3	2 nd year of CMC cost	
4	3 rd year of CMC cost	
5	4 th year of CMC cost	
6	5 th year of CMC cost	
7	Cumulative Amount (in figures)	
	Cumulative Amount (in words)	

Note: In case of conflict between amounts stated in figures and words, the lower amount will be taken as correct, whether the same has been provided in figures or in words.

We understand that our financial proposal shall be evaluated based on **cumulative Amount for 5 years and initial one-time Lump sum repair cost quoted for the equipment's for which CMC is required under this RFP (provided by the bidder in row 7 above)**

We understand you are not bound to accept any Proposal you receive.

For M/s _____ (*Name of the Bidder*)

Authorized Signature [In full and initials]:

Name and Title of Authorized representative:

Address:

Signature & company seal

Email

Mobile No.

SECTION – 2: CONDITIONS OF CONTRACT

2.1 Definitions

1. The Contract means the documents forming the tender and acceptance thereof and the formal agreement executed between the competent authority on behalf of the AUTHORITY and the Contractor, together with the documents referred to therein including these conditions, the specifications, designs, drawings and instructions issued from time to time by the Authority's Representative and all these documents taken together, shall be deemed to form one contract and shall be complementary to one another.
2. In the contract, the following expressions shall, unless the context otherwise requires, have the meanings, hereby respectively assigned to them:
 - i) The expression works or work shall, unless there be something either in the subject or context repugnant to such construction, be construed and taken to mean the works by or by virtue of the contract contracted to be executed whether temporary or permanent, and whether original, altered, substituted or additional.
 - ii) The Site shall mean the land/ or other places on, into or through which work is to be executed under the contract or any adjacent land, path or street through which work, is to be executed under the contract or any adjacent land, path or street which may be allotted or used for the purpose of carrying out the contract.
 - iii) The Agency / Contractor / Tenderer shall mean the successful bidder who have signed the comprehensive maintenance contract or it's successors and the permitted assigns.
 - iv) The AUTHORITY means the O/o Development Commissioner Handicrafts and its authorized representatives.
 - v) The "Authority's Representative" or "Engineer-in-Charge" means official authorized by Authority/ Office of Development Commissioner for Handicrafts, Ministry of Textiles, Government of India.
 - vi) Reporting Authority shall mean Office of Development Commissioner for Handicrafts, Ministry of Textiles, Government of India.
 - vii) Excepted Risk are risks due to riots (other than those on account of contractor's employees), war (whether declared or not) invasion, act of foreign enemies, hostilities, civil war, rebellion revolution, insurrection, military or usurped power, any acts of Government, damages from aircraft, acts of God, such as earthquake, lightening and unprecedented floods, and other causes over which the contractor has no control and accepted as such by the Accepting Authority or causes solely due to use or occupation by Government of the part of the works in respect of which a certificate of completion has been issued or a cause solely due to Government's faulty design of works.
 - viii) Market Rate shall be the rate as decided by the Authority's Representative on the basis of the cost of materials and labour at the site where the work is to be executed plus all overheads and profits.
 - ix) Schedule(s) referred to in these conditions shall mean the relevant schedule(s) annexed to the tender papers or the standard Schedule of Rates of the central government, with the amendments thereto issued upto the date of receipt of the tender.
 - x) Department means O/o Development Commissioner Handicrafts or authorized by the AUTHORITY to work on their behalf.
 - xi) District Specifications means the specifications followed by the State Government in the area

where the work is to be executed.

xiii) Tendered value means the value of the entire work as stipulated in the letter of award.

2.2 Scope and Performance

1. Where the context so requires, words imparting the singular only also include the plural and vice versa. Any reference to masculine gender shall whenever required include feminine gender and vice versa.
2. Headings and Marginal notes to these General Conditions of Contract shall not be deemed to form part thereof or be taken into consideration in the interpretation or construction thereof or of the contract.
3. The contractor shall be furnished, free of cost one certified copy of the contract documents except standard specifications, Schedule of Rates and such other printed and published documents, together with drawings as may be forming part of the tender papers. None of these documents shall be used for any purpose other than that of this contract.

2.3 Works to be carried out

1. The work to be carried out under the Contract shall, except as otherwise provided in these conditions, include all labour, materials, tools, plants, equipment and transport which may be required in preparation of and for and in the full and entire execution and completion of the works. The descriptions given in the Schedule of Quantities shall, unless otherwise stated, be held to include wastage on materials, carriage and cartage, carrying and return of empties, hoisting, setting, fitting and fixing in position and all other labours necessary in and for the full and entire execution and completion of the work as aforesaid in accordance with good practice and recognized principles.

2.4 Sufficiency of Tender

1. The Contractor shall be deemed to have satisfied himself before tendering as to the correctness and sufficiency of his tender for the works and of the rates and prices quoted in the Schedule of Quantities, which rates and prices shall, except as otherwise provided, cover all his obligations under the Contract and all matters and things necessary for the proper completion and maintenance of the works.

2.5 Discrepancies and Adjustment of Errors

1. The several documents forming the Contract are to be taken as mutually explanatory of one another, detailed drawings being followed in preference to small scale drawing and figured dimensions in preference to scale and special conditions in preference to General Conditions.
2. In the case of discrepancy between the schedule of Quantities, the Specifications and/or the Drawings, the following order of preference shall be observed:
 - i) Description of items given in Schedule of Quantities.
 - ii) Technical Specification, Special Condition and Additional Conditions.
 - iii) Drawings.
 - iv) C.P.W.D. Specifications.
 - v) Indian Standard Specifications of B.I.S.
 - vi) Decision of Authority's Representative.

3. If there are varying or conflicting provisions made in any one document forming part of the contract, the Accepting Authority shall be the deciding authority with regard to the intention of the document and his decision shall be final and binding on the contractor.
4. Any error in description, quantity or rate in Schedule of Quantities or any omission there from shall not vitiate the Contract or release the Contractor from the execution of the whole or any part of the works comprised therein according to drawings and specifications or from any of his obligations under the contract.

SECTION – 3: SPECIAL CONDITIONS OF CONTRACT

- 1.0 “CPWD Specifications” wherever appearing in this document would mean Latest edition of CPWD specifications with correction slips issued upto the last date of receipt of tender.
- 2.0 GCC 2014 referred in this document is Govt of India Publication and is available in the market.
- a) Form 7/8, forming part of ‘GCC 2014’ shall be superseded by this document.
 - b) Wherever “President of India” is appearing in the GCC 2014 same shall be read as Authority.
 - c) Wherever Superintending Engineer / Administrative Head or Chief Engineer is appearing in GCC 2014, it may be read as Authority’s Representative.
 - d) Wherever CPWD or PWD is appearing in GCC 2014, it may be read as Authority.
- 3.0 Unless otherwise provided in the schedule of quantities the rates tendered by the contractor shall be all-inclusive and shall apply to all heights, levels, depths, leads, lifts including shafts, escalators, machine room & stair cases. The rates for all items of work, unless clearly specified otherwise, shall include the cost of all labour, materials, and other inputs involved in the execution of the items.
- 4.0 No foreign exchange shall be made available by the department for the purpose of procurement of equipment, plants, machinery, materials of any kind or any other items required to be carried out in execution of work.
- 5.0 The contractor or his authorized representative should make himself available take instructions from Authority’ representative, and ensure proper execution of work.
- 6.0 No work shall commence in the absence of contractor’s engineers and they shall certify in writing about the fitness and shall ensure stability / safety of all elements of Equipment.
- 7.0 All work and materials brought and left upon the ground by the contractor or by his orders for the purpose of forming part of the works, are to be considered to be the property of the AUTHORITY and the same are not to be removed or taken away by the contractor or any other person without consent in writing of the Authority’s Representative but the AUTHORITY is not to be in any way responsible for any loss or damage which may happen to or in respect of any such work or materials either by the same being lost or damaged by weather or otherwise.
- 8.0 The contractor shall execute the different items simultaneously, as far as possible, so that minimum breakage and repairs are involved.
- 9.0 The contractor shall take all necessary precautions to prevent any nuisance or inconvenience to the owners, tenants of adjacent properties and to the public in general and to prevent any damage to such properties and any pollution of environment and waterways. He shall make good at his own cost and to the satisfaction of the Authority’s Representative, any damage to public or private property whatsoever caused by the execution of the work or by traffic brought thereon by the contractor. Utmost care shall be taken to keep the noise level to the barest minimum so that no disturbance as far as possible is caused to the occupants/users of adjoining buildings.
- 10.0 All associated activities required for obtaining necessary clearances, permissions, approvals, all licenses etc. as required from all concerned authorities in respect of Equipments shall be the

responsibility of the contractor, the cost for which shall be deemed to be included in the rates for various items of work of Schedule of Quantities. However, actual statutory fee paid to the concerned authorities for obtaining approvals if any, shall be reimbursed by the Authority on production of proof of payment made by the Contractor.

- 11.0 Wherever any reference to any Indian Standards Specification occurs in the documents relating to this contract the same shall be inclusive of all amendments issued there to or revisions thereof if any, upto the date of receipt of tenders.
- 12.0 The site of work may be at one or more places within the campus and at any floor upto twelve levels for which nothing extra shall be paid.
- 13.0 Statutory deductions like tax, Cess as applicable shall be deducted from the payments.
- 14.0 The rates quoted by the contractor shall be all inclusive keeping in mind the schedule of quantity, specifications, scope or work, special conditions and additional conditions and nothing extra shall be payable whatsoever, unless otherwise specified.
- 15.0 The contractor shall be bound to follow the instruction and restrictions imposed by the Administration / Police authorities on the working and movement of labour / material / vehicles etc and nothing extra shall be paid on this account.
- 16.0 All the materials are to be got approved from the Authority's Representative or his representative before using the same in the work.
- 17.0 All dismantled material under replacement will have to be deposited with Authority's representative. After due permission from Authority, the defective spare parts shall be taken away by the Contractor.
- 18.0 Any damage done to the buildings during execution of work will have to be made good by the contractor at his own cost.

SECTION – 4: ADDITIONAL CONDITIONS OF CONTRACT

1. Comprehensive maintenance shall be carried out in conformity with CPWD specification for electrical work 2003 with upto date amendment.
2. The firm shall employ skilled personnel, qualified enough to keep the equipment in perfect working order. They shall be able to locate the fault if any and set right the same within reasonable time period.
3. The record of any repair, replacement and inspection shall be maintained in the register available at site.
4. The firm shall be responsible for any accident that occurs due to malfunctioning of the Equipment due to inadequate maintenance of the Equipment's and including allied equipments.
5. On completion of the maintenance contract, the firm shall hand over the installation to the department in perfect working conditions and with a certificate that all the equipment, parts, operations/ safety system are safe and sound on the date of handing over the installation.
6. All the statutory deductions Labour, Cess, Tax or any other deduction as applicable from time to time and at the rate as applicable shall be made from bills.
7. The contractor will ensure the disbursement of wage as per minimum wages act through ECS and documentary evidence of salary, EPF and ESIC shall be submitted along with bill.
8. The comprehensive maintenance in proper functional conditions shall be done on all the day including Holidays and Sunday etc. The contractor shall not be paid extra on account of additional staff required for emergency repairs. It includes all repairs maintenance and replacement of spares etc. as and when required.
9. Preventive maintenance of Equipment's shall be carried monthly in normal working hours (8:00AM to 8:00 PM), However breakdown maintenance shall be attended on 24 hours basis. No extra payment in this regard shall be paid.
10. The lubricants used for maintenance purpose shall be as per strictly of manufacturer's specifications.
11. Examine periodically all safety devices and governors and make all customary safety tests in the presence of Authority's Representative or authorized representative and the test report of the same shall be submitted by the firm. The periodic limit should be safe enough to maintain the safety standards. Also CMC contractor will conduct an annual no load safety test on the equipment and will submit test report of the same.
12. The entire spare parts of OEM or non-OEM shall be arranged by CMC contractor at their own and nothing shall be paid extra on this account. All the parts should be readily available for

facilitating the necessary replacement. The spare parts replaced will have to be new only.

13. Contractor will maintain current and updated engineering wiring diagram which shall be displayed in the machine room which will be referred/used by examiners exclusively or firm technicians.
14. As and when the parts are replaced, the same shall be intimated by Contractor to Authority's representative.
15. And any other routine repair work which is not mentioned above shall be done by the Contractor time to time.
16. The contractor will attend to complaint within 04 hours of complaint lodged at emergency call service centre & make Equipment functional on same day. If Equipment cannot be make operational within same day due to fault/failure of major parts it will be replaced/repared within 72 hours otherwise a penalty @ Rs. 1,000 per day beyond 72 hours shall be made and recovered from running bills. The Contractor shall intimate Authority's representative or his representative of major fault and give the timeline to make the Equipment operational along with a information outside the Equipment mentioning "Equipment Under Repair".
17. Lighting and ventilation of the machine room, car enclosures, car flooring, hoist way and car door, door and gate handles, door beading, door glasses, door frames, main switch, EPABX telephone intercom, fan and light fitting, mirror are not included under this scope or work.
18. The Contractor shall check health of batteries in all the monthly services. The batteries will be arranged by Contractor.
19. The contractor shall get the Equipment inspected from competent inspector, State Govt. and obtain/renew the Equipment license from Competent Authority. However, license statutory fee shall be paid by the Authority.
20. The contractor shall provide preventive maintenance schedule and produce it to the Authority's Representative for acceptance.
21. The contractor shall not be liable for any loss, damage or delay due to Force Majeure.
22. In case of major breakdowns the Contractor shall be free to replace the spares as required or to modify circuit or the component/assemblies. However nothing will be paid extra on this account.
23. The firm will maintain the record of all preventive as well break down maintenance action in the prescribed manner in the log book of Equipment which is mandatory. Any fault noted during preventive maintenance beyond the scope of this agreement may be informed to department immediately for taking necessary remedial action, failing which the contractor shall make good the repairs at his own cost.
24. The contractor has to take up maintenance of the Equipment within seven day of being directed to take over the Equipment for maintenance under their work. The time period of twelve months shall be counted from date of handing over of Equipment under this work.