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INSOLVENCY AND BANKRUPTCY BOARD OF INDIA

NOTICE INVITING TENDER

FOR

**“COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DAIKIN VRV
AIR-CONDITIONERS”**

**7TH FLOOR, MAYUR BHAWAN,
CONNAUGHT CIRCUS,
NEW DELHI – 110 001
Tel. No. 23462900**

SCHEDULE

1	Name of Work	COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DAIKIN VRV AIR-CONDITIONERS
2	Estimated Cost of Work	Rs.5,00,000/-
3.	Earnest Money	Rs. 12,500/- (Service Providers who are registered with NSIC / MSME as SSI Unit and have valid Certificate from NSIC / MSME for undertaking Annual Maintenance Contract(s) are exempted for submission of EMD)
4.	Period of contract	01 (one) year. It is further extendable subject to satisfactory performance.
5.	Pre-bid Conference	19.07.2018 at 1500 hrs. at 7 th Floor, Mayur Bhawan, Connaught Place, New Delhi – 110001.
6.	Last Date, time and place of receipt of duly filled tender document (Both Technical & Financial Bid)	30.07.2018 upto 1400 hrs.
7.	Date and time of opening of: 1. Technical Bid of tender document (Envelope – 1) 2. Financial bid of tender document (Envelope-2)	30.07.2018 at 1500 hrs Will be intimated to technically qualified tenderers at a later date.

FILE NO. IBBI/ESTT/AMCAIRCONDITIONERS/94
INSOLVENCY AND BANKRUPTCY BOARD OF INDIA
7th Floor, Mayur Bhawan,
Connaught Circus, New Delhi – 110 001

FILE NO. IBBI/ESTT/AMC AIRCONDITIONERS/94

DATE: 13.07.2018

NOTICE INVITING TENDER

On behalf of INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (IBBI), New Delhi, sealed quotations are invited from reputed and financial sound agencies / firms for undertaking Comprehensive Annual Maintenance Contract (CAMC) for Air-conditioners installed at 7th Floor, Mayur Bhawan, Connaught Place, New Delhi – 110001 for a period of one year on contract basis.

Tender is invited in two parts i.e. (1) technical bid and (2) financial bid. The tender form for technical bid in the proforma prescribed in **Annexure – I** and the tender form for the financial bid in the proforma prescribed in **Annexure – II** duly completed sealed bid documents superscribed as “**Bid for Comprehensive Annual Maintenance Contract for DAIKIN VRV AIR-CONDITIONERS**” shall be submitted to the CGM(Estt.), THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi – 110001, as per detailed instructions given in the bid document. All details regarding the subject tender are available on IBBI website www.ibbi.gov.in. Bidders are, therefore, requested to visit IBBI’s website regularly to keep themselves updated.

The technical bid will be opened at 30.07.2018 at 1500 hrs. in the presence of duly authorized representatives of interested bidders, if they make themselves available at that time.

Pe-bid Conference on 19.07.2018 at 1500 hrs. at 7th Floor, Mayur Bhawan,
Connaught Place, New Delhi – 110 001.

Last date of submission of Tender document: Upto 30.07.2018 by 1400 hrs.

(The office will not be responsible for delay if any occurred in transit. No claims on this account shall be entertained.)

Technical bid opening date and time : 30.07.2018 at 1500 hrs.

Venue: Conference Room, IBBI Office, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi.

The Financial Bid of the technically qualified bidders only will be opened on a later date subject to receipt of adequate technically qualified bids. All technically qualified bidders will be intimated accordingly for the same.

Sd/-
(Rameshwar Dhariwal)
Chief General Manager (Estt.)
Tel. 23462900

GENERAL CONDITIONS

1. SCOPE OF WORK

- 1.1 **DAIKIN VRV Air-conditioning (116) HP system is installed at IBBI Office, 7th Floor, Mayur Bhawan, Connaught Place, New Delhi.**
- 1.2 The scope and nature of services to be provided by the contractor shall include scheduled preventive maintenance service which cover periodic and break down servicing.
- 1.3 Checking and servicing of AC units 4 (four) times in a year.
- 1.4 Attending of any breakdown call made immediately on receipt of verbal / written complaint during office hours on all days. The time for rectification of defect shall not exceed 24 hours in any case.
- 1.5 Free of charge replacement of any component / part of air-conditioner including consumables, compressor, found defective after the checks and tests during the contract period.
- 1.6 Refrigerant Gas charging, if necessary.
- 1.7 Providing a service unit, free of charge, during the repair of AC unit in the workshop.
- 1.8 The servicing and maintenance shall be carried out without disturbing the normal functioning of the Board.
- 1.9 The history sheet of servicing / breakdown / repairing of each and every unit shall be maintained by the Contractor. A copy of report shall be submitted along with the bill subsequent to the servicing activity to the Board.
- 1.10 The air-conditioners system shall be taken over for AMC contract on "as and where installed" basis. The contractor shall ensure that all Air-conditioners are in proper working conditions at the time of taking over CAMC. After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the Board.
- 1.11 The maintenance service should be available on all working days from 9.30 AM to 6.30 PM 24 x 7 (Monday to Saturday). Availability of service engineer on Sundays or other holidays (even beyond office hours) should be ensured in case of exigency without any cost / charge.

2. PRE-QUALIFICATION CONDITIONS:

- 2.1 **The bidder must be currently maintaining DAIKIN VRV air-conditioning system in 2 locations in Delhi / NCR in last 3 years for Govt. Deptt. / PSU / Autonomous Bodies / Public Service Commission / other agencies (The other agencies means Statutory Bodies and all bodies having ownership and / or control under Central / State Govt.). Copies of two such work orders or any other documentary evidence should be attached with the technical bid.**
- 2.2 The bidder must be having minimum average turnover of Rs. 10 lakhs for last three financial year each i.e. 2014-15, 2015-2016 and 2016-2017 and should be profit

making firm / agency in last three financial years. Documentary evidence (Only Balance sheet & Profit & lost sheet) duly attested by CA to be enclosed is to be submitted in Technical bid.

- 2.3. **The vendor should have Office / Branch and Repair center in Delhi/NCR. Address & Contact details to be provided in Technical bid.**
- 2.4. Income tax return acknowledgement certificate of year 2016-17 is to be submitted in the Technical bid.
- 2.5. The bidders who are registered with NSIC / MSME are welcome to participate in the bidding as notified by the Ministry of Micro, Small and Medium Enterprises, GOI. No EMD shall be payable by these vendors and other relaxations as announced by Govt. from time to time shall be applicable to them subject to submission of related documentary evidence and full compliance of other terms and conditions of the tender and the contract.

3. DURATION OF CONTRACT

The contract shall remain in force for one year from the date of commencement of work unless terminated earlier by the IBBI on the basis of poor performance or violation of terms of the contract. The contract, however, may be curtailed or extended by the IBBI subject to the performance of the successful bidder.

4. ERNEST MONEY DEPOSIT (EMD)

The EMD deposited by the successful bidder shall be compulsorily adjusted into the Performance Security Deposit.

5. SECURITY DEPOSIT

The successful bidder shall be required to furnish **Performance Security of 10% of accepted bid amount on acceptance of tender**, as Security Deposit., in the form of FDR or Bank Guarantee. The Security Deposit will be forfeited if terms and conditions of contract are not fulfilled.

6. UNSATISFACTORY PERFORMANCE

If the performance of the contractor is not satisfactory and he fails to attend the complaint to any of the works as contained in the scope of work, recovery of Rs.1000/- per day will be made from their bills.

7. PAYMENT TERMS

The payment to the contractor will be made on quarterly basis at the end of each quarter against invoice raised by the contractor and based on past performance. The payment to the contractor will be made after deducting TDS and other eligible taxes. The contract amount shall be inclusive of all taxes, levies etc. Quarter shall mean three months. No escalation shall be granted on any account over the rates quoted in the tender.

8 Signing of Agreement: -

The signing of agreement shall constitute the award of contract on the Vendor. The agreement with IBBI shall be signed by the successful vendor within a week of submission of his acceptance. The draft of the Agreement is annexed at **Annexure 'III'**.

9. FRAUDULENT AND CORRUPT PRACTICES

- 9.1 The vendor and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Bidding Process. Notwithstanding anything to the contrary contained herein, the IBBI may reject the tender without being liable in any manner whatsoever to the vendor if it determines that the vendor has, directly or indirectly or through an agent, engaged in corrupt / fraudulent / coercive / undesirable or restrictive practice in the Bidding Process.
- 9.2 Without prejudice to the rights of the IBBI under Clause 1 hereinabove, if a vendor is found by the IBBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt / fraudulent / coercive / undesirable or restrictive practice during the Bidding Process, such vendor shall not be eligible to participate in any tender issued by the IBBI during a period of 2 (two) years from the date when such vendor was found by the IBBI to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice as the case may be.
- 9.3 For the purposes of the clauses 1 & 2 above, the following terms shall have the meaning hereinafter respectively assigned to them:
- 9.3.1 "Corrupt Practice" means (I) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the actions of any person connected with the Bidding Process or (II) save and except as permitted, engaging in any manner whatsoever, whether during the Bidding Process or after the issue of the LOA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LOA or the Agreement, who at any time has been or is a legal, financial or technical advisor of the Board in relation to any matter concerning the Project;
- 9.3.2 "Fraudulent Practice" means a misrepresentation or omission of facts or suppression of facts or disclosure of incomplete facts, in order to influence the Bidding Process;
- 9.3.3 "coercive practice" means impairing or harming or threatening to impair or harm, directly or indirectly, any person or property to influence any person's participation or action in the Bidding Process;
- 9.3.4 "Undesirable Practice" means (I) establishing contact with any person connected with or employed or engaged by the Board with the objective of canvassing, lobbying or in any manner influencing or attempting to influence the Bidding Process; or (II) having a Conflict of Interest; and
- 9.3.5 "Restrictive Practice" means forming a cartel or arriving at any understanding or arrangement among Applicants with the objective of restricting or manipulating a full and fair competition in the Bidding Process.

10. GENERAL

- 10.1 **The Contractor will ensure that they are having experienced Mechanics / Engineers in maintaining DAIKIN VRV air-conditioning system and are successfully maintaining the DAIKIN VRV air-conditioners. Only those experience / Mechanics / Engineers will maintain the AC Units. The contractor will also submit copies of Performance Certificate of maintaining DAIKIN VRV system from minimum two clients during the year.**
- 10.2 The interested bidders may submit the sealed bid in four envelopes as detailed below:-
- i) **Sealed Envelope – I : shall contain the original of the bid duly marked “Technical bid for Comprehensive Annual Maintenance Contract for DAIKIN VRV Air-conditioners“.**
 - ii) **Sealed Envelope – II : shall contain EMD and duly marked “ EMD for Comprehensive Annual Maintenance Contract for DAIKIN VRV Air-conditioners “.**
 - iii) **Sealed Envelope – III : shall contain FINANCIAL BID and superscribed as “ FINANCIAL BID for Comprehensive Annual Maintenance Contract for DAIKIN VRV Air-conditioners**
 - iv) **Sealed Envelope -IV to contain all the above three envelopes and superscribed as “ TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DAIKIN VRV AIR-CONDITIONERS”.**
- 10.3 **The period of validity of bid for acceptance should be for six months from the closing date. Bid with less validity shall not be accepted.** IBBI will not entertain any request for escalation in cost / price on account of any reason during the period of validity of bid. Any modification in offer after the opening date will not be considered.
- 10.4 **The rates should be quoted separately for ANNUAL MAINTENANCE and applicable TAXES.** In case there is increase / decrease in GST / any applicable tax during the tenure of contract, the amount as per actual tax during the tenure of payment shall be paid on actual basis for which copy of concerned notification is to be enclosed along with the bill of the vendor.
- 10.5 **On the backside of the Demand Draft towards EMD, the tenderer should write their firm’s name, address along with Tender No. and date.**
- 10.6 **EMD of Rs.12,500,- (Rupees twelve thousand and five hundred only)** in form of crossed Demand Draft / Pay Order in favour of “INSOLVENCY AND BANKRUPTCY BOARD OF INDIA” shall be deposited at the time of submission of tender, as a part of EMD bid. Tender received without EMD / a valid Exemption Certificate shall be summarily rejected. EMD of unsuccessful bidders shall be refunded after finalization of the tender without any interest.
- 10.7 The successful bidder shall have to accept the order at the rate quoted, otherwise EMD deposited by the vendor shall be forfeited and the contractor shall be banned for participation in future tenders for IBBI for a period of three years from the date of issue of such offer letter to the contractor.

- 10.8 The successful tenderer will have to deposit a **Performance Security Deposit of 10% of the accepted bid amount** within 7 days of the receipt of the formal order. The performance security will be furnished in the form of the Account Payee Demand Draft or Bank Guarantee drawn in favour of THE INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, from any nationalized or scheduled bank in India, payable at New Delhi. The performance security should remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Vendor. The IBBI shall not pay any interest on the Performance Security Deposit.
- 10.9 **The evaluation and comparison of responsive bids shall be done on the basis of total quoted price including all taxes, levies, duties etc., as indicated in the Price Schedule.**
- 10.10 The contractor shall be responsible for their acts / omissions and deed / misdeeds of its staff. The Board will be responsible for violation of any applicable laws, rules and / or other losses caused either by the contractor or its staff. The Board shall not be responsible in any manner for any injuries caused during the maintenance service carried out by contractor or its staff / labour.
- 10.11 IBBI reserves its right to recover from periodical payments to be made to the contractor, any loss or damage that may be caused to the equipment, machinery, premises or any other asset of IBBI by negligence or any other reason whatsoever by the contractor or its staff.
- 10.12 The bid should be strictly as per terms and conditions failing which the bid is liable to be rejected without any further notice.
- 10.13 Bid will be disqualified, if at any point during the selection process, it is found that information provided by the vendor is incorrect. Bids shall be rejected out-right and will not be evaluated for failure of vendor to meet the dead-line, failure to provide all information as specified above and failure to accept aforesaid terms and conditions. Bid with vague and indifferent expression such as "subject to" shall not be accepted. Bid with any condition including conditional rebate shall also be rejected.
- 10.14 Bid should be submitted and signed by a duly authorized person, mentioning his designation, Mobile Number, Full name of the firm with current business address.
- 10.15 The contractor shall be bound to maintain service record of complaints received and attended by his staff. The staff will be under the control and supervision of the contractor including their performance and discipline.
- 10.16 The contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time and the labour laws as may be in force and applicable.
- 10.17 The contractor would ensure that his staff must have identify cards to enter the premises of IBBI for due performance of duties.
- 10.18 **The bidders can inspect the site and equipment with the Technician after taking prior approval from IBBI on all working days.**
- 10.19 **IBBI will hold a pre-bid meeting with the prospective bidders on 19.07.2018 at 1500 hrs. at 7th Floor, Mayur Bhawan, Connaught Place, New Delhi – 110 001. The**

corrigendum / addendum (if any) & clarifications to the queries from the all bidders will be posted on the IBBI website by 20.07.2018.

- 10.20 No equipment will be taken out by the Engineer to the workshop without prior approval of the IBBI. In that case, the contractor will provide standby arrangement without any extra cost.
- 10.21 Transportation of any equipment from IBBI premises to the contractor's workshop will be at the cost of contractor.
- 10.22 If the work is found unsatisfactory or if the firm dishonours the contract, the job will be entrusted to any other firm / part at the risk / expense of the contractor.
- 10.23 The selected vendor shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of the Board.
- 10.24 Forfeiture of EMD / Bid Security :
- a) In case of failure to execute the work.
 - b) Submitting false, incorrect and misleading information and any mistakes, miscalculations in the bid.
 - c) Non-satisfactory performance of any terms and conditions or delay in performance.
 - d) In case of loss caused to the Board.
 - e) Breach of any terms and conditions of the contract.
- 10.25 The vendor shall quote the technical and financial bids as per the format enclosed at **Annexure I & II.**
- 10.26 The vendor shall submit the bank details as per **Annexure – IV.**
- 10.27 The Vendor shall submit an affidavit on Non- Judicial Stamp Paper of Rs.10/- stating that the agency is / has not been blacklisted by Central Government / State Government / any PSU etc in any of its previous contract during the last three years.
- 10.28 Settlement of disputes, if any, will be as per Indian Arbitration and Conciliation Act-1996 and venue for the same shall be the IBBI Office, 7thFloor, Mayur Bhawan, Connaught Circus, New Delhi-110001. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by the Insolvency and Bankruptcy Board of India.
- 10.29 The INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th Floor, Mayur Bhawan, Connaught Circus, New Delhi-110001 reserves the right to withdraw/ relax any of the terms and conditions mentioned in the tender document so as to overcome any problem encountered at any stage.
- 10.30 All disputes arising out of this contract shall be subject to the jurisdiction of Courts of New Delhi.

11 Termination of Contract and Penalty:-

- 11.1 If the services provided by the contractor under this contract are not met to the full satisfaction of IBBI, or if any of the terms and conditions of this contract are not complied by the contractor, contract may be terminated by IBBI and the charges

shall be payable only up to the period, till which the contractor has rendered satisfactory services. The decision of IBBI in this regard shall be final and binding on the contractor.

- 11.2. The complaint will have to be attended by the vendor within 3 (three) hours of lodging the complaint. In case contractor fails to rectify the fault within 6 (six) hours, the contractor will have to provide stand-by arrangement. In case vendor fails to either rectify the fault or provide stand-by item(s), fixed penalty of Rs.1000/- per day will be levied (part of day will be counted as full day). If fault is not rectified in a week's time, IBBI reserves the right to cancel the contract and forfeit the contractor's Performance Bank Guarantee.
- 11.3. In case of non-compliance with the contract, IBBI reserves the right to cancel/revoke the contract and impose suitable penalty in proportion to the damages and PBG or Security deposit may also be forfeited decision of IBBI in this regard shall be final & binding.
- 11.4. In case the successful contractor does not acknowledge/ submit performance bank guarantee, then the EMD earlier deposited by the bidder shall be forfeited and the company will be debarred from dealing with IBBI in future. If contractor fails to execute the order, then Security amount will be forfeited and performance bank guarantee will be encashed and the company will be debarred from dealing with IBBI in future.

Sd/-
(Rameshwar Dhariwal)
Chief General Manager (Estt.)
Tel. 23462900

ANNEXURE- I**TECHNICAL BID**

(To be enclosed in a separate sealed envelope)

“ COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DAIKIN VRV AIR-CONDITIONERS. ”**IN THE OFFICE OF INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th FLOOR,
MAYUR BHAWAN, CONNAUGHT CIRCUS, NEW DELHI – 110 001.**

S.No.	Particulars	Page No.
1.	Name and address of bidder/ Tendering Company/ Firm/ Agency	
2.	Name of Authorised Signatory	
3.	Name(s) of proprietor/Director(s) of Company/Firm/Agency	
4.	Full Address of Registered Office with Telephone No., FAX and E-Mail	
5.	Full address of Office / Branch / Repair Centre with Telephone no., FAX and E-Mail with name of the Contact Person(s) and Mobile No. to whom all reference shall be made.	
6.	Banker of Company/Firm/ Agency with full address.	
7.	PAN/GIR No. (Attach attested copy)	
8.	GST Registration No. (Attach attested copy)	
9.	The bidder must be currently maintaining DAIKIN VRV air-conditioning system in 2 locations in Delhi / NCR in last 3 years for Govt. Deptt. / PSU / Autonomous Bodies / Public Service Commission / other agencies (The other agencies means Statutory Bodies and all bodies having ownership and / or control under Central / State Govt.). Copies of two such work orders or any other documentary evidence should be attached with the technical bid.	

10.	<p>Give details of the similar contracts handled by the tendering Company/Firm/Agency) during the last three years in the following format. (Attach copies).</p> <table border="1" data-bbox="236 322 1082 766"> <thead> <tr> <th data-bbox="236 322 316 533">Sr. No.</th> <th data-bbox="316 322 651 533">Details of client alongwith address, telephone and Fax numbers.</th> <th data-bbox="651 322 815 533">Amount of Contract. (Rs. Lakhs)</th> <th data-bbox="815 322 1082 533">Duration of Contract. From to</th> </tr> </thead> <tbody> <tr> <td data-bbox="236 533 316 651"></td> <td data-bbox="316 533 651 651"></td> <td data-bbox="651 533 815 651"></td> <td data-bbox="815 533 1082 651"></td> </tr> <tr> <td data-bbox="236 651 316 766"></td> <td data-bbox="316 651 651 766"></td> <td data-bbox="651 651 815 766"></td> <td data-bbox="815 651 1082 766"></td> </tr> </tbody> </table> <p>(If the space provided is insufficient, a separate sheet may be attached.)</p>	Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Lakhs)	Duration of Contract. From to										
Sr. No.	Details of client alongwith address, telephone and Fax numbers.	Amount of Contract. (Rs. Lakhs)	Duration of Contract. From to												
11	Attested copy of Satisfaction Certificate from the present office(s) in which the Service Provider is providing similar services (attach)														
12.	Income declared in I.T. return for F.Y. 2016-17 (enclose copy of I T Return acknowledgement)														
13.	Total Turnover of the business in F.Y. 2014-15, 2015-16 & 2016-17 (Attach copy of Audited Profit & Loss Account and B/S for the Financial Years 2014-15, 2015-16 & 2016-17) duly attested by Chartered Accountant.														
14.	Affidavit stating that the agency is / has not been blacklisted by Central / State Government / PSU etc. in any of its previous contracts														
15.	Declaration about Fraudulent and corrupt practices (Duly signed & attested as per the format given in Annexure- VI of the Tender Document.														
16.	Details of Earnest Money Deposited: DD No.....Dated..... Amounts :Rs..... Drawn on Bank....., New Delhi.														

FINANCIAL BID

“ COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DAIKIN VRV (116) HP AIR-CONDITIONSERS. ”

IN THE OFFICE OF INSOLVENCY AND BANKRUPTCY BOARD OF INDIA, 7th FLOOR, MAYUR BHAWAN, CONNAUGHT CIRCUS, NEW DELHI – 110 001.

The financial / price bid should contain the quotation for maintenance charges as per item in terms of yearly basis only, as listed below. **Price quoted by the bidder shall be separately for Annual Maintenance Contract and rate of applicable tax.** No escalation of price would be permitted on any ground except changes in statutory payments like tax etc. The financial bid should be enclosed in a separate sealed cover superscribed “Financial Bid”.

1. Name and address (with telephone no. & fax no. / e-mail) of tendering Service Provider Company / Firm/ Agency :

2. **Annual rates for Comprehensive Maintenance Contract for DAIKIN VRV AIR-CONDITIONERS (EXCLUSIVE OF TAXES)** : _____
(Amount)

3. **RATE OF TAX (____%)** : _____
(Amount)

- TOTAL (2 + 3)** _____
(Rupees in figures _____)

DECLARATION

1. I here undertake to accept and abide by all the terms and conditions of the tender document.

2. I hereby also certify that the information furnished above is true and correct to the best of my/our knowledge. I understand that in case, any deviation is found in the above statement at any stage; I/We will be blacklisted and will not have any dealing with the IBBI in future.

Signature of authorized person
Full Name:
Seal:

Date:
Place:

AGREEMENT**(THE SUCCESSFUL BIDDER SHALL HAVE TO EXECUTE THE FOLLOWING AGREEMENT)**

This Agreement is made on this _____ day of _____ (month) _____ (year) between INSOLVENCY AND BANKRUPTCY BOARD OF INDIA (hereinafter called "Board")

and

_____ (hereinafter called "The Contractor" which expression shall unless excluded by or repugnant to the context, include its successors, heir, executors, administrative representative and permitted assignee).

WHEREAS the Board has invited tender vide No. IBBI/Estt./AMC/94 dated _____ for **COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (CAMC) FOR DAIKIN VRV AIR-CONDITIONERS (AC Units) installed in Board's premises**".

WHEREAS the Contractor has submitted its offers and stands L1 for Comprehensive Annual Maintenance Contract for DAIKIN VRV Air-conditioners have been duly accepted by the Board.

Now these presents witness, and it is hereby agreed and declared by and between the Board and the Contractor as follows: -

1. The contract is effective for a period of one year from _____ to _____.
2. The contractor shall have all statutory certificates and registration applicable from time to time to carry out such maintenance.
3. The Contractor has agreed to provide Performance Security Deposit of Rs. _____ (10% of the bid amount) within a period of 7 (seven) days of receipt of the formal order. The performance security shall remain valid for a period of 60 days beyond the date of completion of all the contractual obligations of the Contractor under this CAMC. The Board shall not pay any interest on the Performance Security Deposit.
4. The NIT (Notice Inviting Tender), bid documents (Technical and Financial), Letter of Intent, approved rates, annexed hereto and such other additional particulars, instructions, work orders as may be found requisite to be given during execution of the work shall be an integral part of the contract and shall also be deemed to be included in the express "The Agreement "or the "The Contract" wherever herein used.
5. The Comprehensive Annual Maintenance Contract (CAMC) will consist proper maintenance of DAIKIN VRV air-conditions installed at the premises of the Board. The scope of work also include:-
 - 5.1 Preventive maintenance service which cover periodic and break down servicing.
 - 5.2. Checking and servicing of AC units, 4 (four) times in a year.
 - 5.3. Attending of any breakdown call made immediately on receipt of verbal / written /electronic complaint during all days. The time for rectification of defect shall not exceed 24 hours in any case.

- 5.4 Free of charge replacement of any component / part of air-conditioner including consumables, compressor found defective after the checks and tests during the contract period.
- 5.5 Refrigerant Gas charging, if necessary.
- 5.6 Providing a service unit, free of charge, during the repair of AC unit in the workshop.
- 5.7 The servicing and maintenance shall be carried out without disturbing the normal functioning of the office of Board.
- 5.8 The history sheet of servicing / breakdown / repairing of each and every unit shall be maintained by the contractor. A copy of report shall be submitted along with the bill subsequent to the servicing activity to the Board.
- 5.9 The air-conditioners system shall be taken over for AMC contract on "as and where installed" basis. The contractor shall ensure that all Air-conditioners are in proper working conditions at the time of taking over CAMC. After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the Board.
- 5.10 The maintenance service should be available on all working days from 9.30 AM to 6.30 PM 24 x 7(Monday to Saturday). Availability of service engineer on Sundays or other holidays (even beyond office hours) should be ensured in case of exigency without any cost/ charges.
6. If the performance of the contractor is not satisfactory and he fails to attend the complaint to any of the works as contained in the scope of work, recovery of Rs.1000/- per day will be made from their bills.
7. The payment to the contractor will be made on quarterly basis at the end of each quarter against invoice raised by the contractor and based on past performance. The payment to the contractor will be made after deducting TDS and other eligible taxes. The contract amount shall be inclusive of all taxes, levies etc. Quarter shall mean three months. No escalation shall be granted on any account over the rates quoted in the tender.
8. The Contractor shall ensure that they are having experienced Mechanics/ Engineers in maintaining DAIKIN VRV air-conditioning system and are successfully maintaining the DAIKIN VRV air-conditioners. Only those experienced Mechanics/ Engineers will maintain the AC Units. The contractor will also submit copies of Performance Certificate of maintaining DAIKIN VRV system from minimum two clients during the year.
9. The contractor shall be responsible for their acts/ omissions and deeds/ misdeeds of its staff. The Board will not be responsible for any violation of any applicable laws, rules and / or other losses caused either by the contractor or its staff. The Board shall not be responsible in any manner for any injuries caused during the maintenance services carried out by contractor or its staff/ labour.
10. The Board reserves its right to recover from periodical payments to be made to the contractor, any loss or damage that may be caused to the equipment, machinery, premises or any other asset of Board by negligence or any other reason whatsoever by the contractor or its staff.
11. The contractor shall be bound to maintain service record of complaints received and attended by his staff. The contractor's staff will be under the control and supervision of the contractor including their performance and discipline.
12. The contractor shall be responsible to comply with the provisions of all the applicable laws and other enactments and amendments made thereto, from time to time including the labour laws as may be in force and applicable from time to time.
13. The contractor would ensure that his staff must have valid identify cards to enter the premises of the Board for due performance of duties

14. No equipment will be taken out by the Engineer / Mechanic to the workshop without prior approval of the Board. In that case, the contractor will provide standby arrangement without any extra cost or charges.
15. Transportation of any equipment from Board premises to the contractor's workshop will be at the cost of contractor.
16. If the work is found unsatisfactory or if the firm dishonors the contract, the job will be entrusted to any other firm / part at the risk and expense of the contractor.
17. The contractor shall not assign, transfer, pledge or sub contract the performance of service without the prior written consent of Board.
18. Save as hereinabove and hereinafter, performance security deposit may be forfeited by the board in any of following events:
 - a) In case of failure to execute any work.
 - b) Submitting false, incorrect and misleading information and any mistakes, miscalculations in the bid.
 - c) Non-satisfactory performance of any terms and conditions or delay in performance.
 - d) In case of loss caused to the Board in para no. 9
 - e) breach of any terms and condition of the contract
19. Settlement of disputes, if any, will be as per Indian Arbitration and Conciliation Act-1996 and venue for the same shall be the IBBI Office, 7thFloor, Mayur Bhawan, Connaught Circus, New Delhi-110001 or any other premises as decided by Board. It is clarified that the sole arbitrator to adjudicate any disputes arising out of the proposed contract shall be nominated / appointed by the Whole-Time Member of the Board.
20. All disputes arising out of this contract shall be subject to the jurisdiction of Courts at New Delhi.
21. If the services provided by the contractor under this contract are not met to the full satisfaction of the Board or if any terms and conditions of this contract are not complied with by the contractor, the contract may be terminated by IBBI and the charges may be paid only up to the period till which the contractor has rendered satisfactory services. The decision of Board in this regard shall be final and binding on the contractor.
22. The complaint will have to be attended by the contractor immediately not later than within 3 (three) hours of lodging the complaint. In case contractor fails to rectify the fault within 6 (six) hours, the contractor will have to provide stand-by arrangement. In case contractor fails to either rectify the fault or provide stand-by item(s), fixed penalty of Rs.1000/- per day will be levied (part of day will be counted as full day). If fault is not rectified in a week's time, IBBI reserves the right to cancel the contract and forfeit the contractor's Performance Bank Guarantee amount.
23. In case of non-compliance of the contract, IBBI reserves the right to cancel/revoke the contract and impose suitable penalty in proportion to the damages and PBG or Security deposit may also be forfeited decision of IBBI in this regard shall be final & binding.
24. If contractor fails to execute the order, then Security amount will be forfeited, and performance bank guarantee will be encashed and the company may be debarred from dealing with the Board in future.
25. Notwithstanding anything contained hereinabove, it is agreed by both parties that Board can terminate this agreement without assigning any reason by giving 15 days' notice to the contractor at the address available in the records of the Board at any time. It is also agreed by the contractor that in such termination he shall not claim any amount/ compensation etc. from the Board. It is

also agreed that the service provider shall not have option or right to terminate this agreement during the period mentioned in clause (1) of the agreement.”

IN WITNESS WHEREOF the parties presents have here into set their respective hands and seals the day and year in _____ above written.

and in presence of

Witness:

- 1.
- 2.

Signed sealed & delivered by
the above named Contractors

Witness:

- 1.
- 2.

Signed & delivered on behalf
of the Board by the

Annexure - IV

Bank Details

The details of Bank A/c in which payment is to be transferred and other details are as follows:

-

Bank Name: _____ Bank A/c Number: _____

Branch Name: _____ Branch Address: _____

Branch Telephone No: _____ A/C type: _____
(SB A/c/ CA/Cash Credit with code 10/11/13)

PAN NO: _____

Bank Code/MICR No

(9-digit code number of Bank & Branch)

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IFSC Code : _____

Bank RTGS No 11-digit code number
of Bank & Branch)

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GST No. _____

(Signature of Authorized Signatory
With Company Seal

Annexure - V**DECLARATION**

I, _____ Son / Daughter / Wife
of Shri _____ Proprietor/Partner/Director,
authorized signatory of the Company/Agency/ Firm, mentioned above, am competent to sign
this declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
3. I / we hereby declare that my firm has not been blacklisted / disqualified / debarred by any Govt. / Semi-Govt. Department / Agency.
4. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am/ are well aware of the fact that furnishing of any false information/ fabricated document would lead to rejection of my tender at any stage besides incurring liabilities towards prosecution under appropriate law.

Signature of authorized person

Full Name:

Seal:

Date:
Place:

DECLARATION AGAINST FRAUDULENT AND CORRUPT PRACTICES

We, M/s. _____ certify that in the last three years, we have neither failed to perform on any contract, as evidenced by imposition of a penalty by an arbitral or judicial authority on a judicial pronouncement or arbitration award, nor have been expelled from any project of contract by any public authority nor have had any contract terminated by any public authority for breach on our part.

We, M/s. _____ declare that;

a. We have not directly or indirectly or through an agent engaged or indulged in any corrupt practice, fraudulent practice, coercive practice or restrictive practice as defined in Section-C of the Tender Document, in respect of any tender or request for proposal issued by or any agreement entered into with the Authority or any other public sector enterprises or any Government, Central or State;

and

b. We, M/s. _____ hereby certify that we have taken steps to ensure that in conformity with the provisions against Fraudulent and Corrupt practices, no person acting for us or on our behalf has engaged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice.

We, M/s. _____ certify that in regard to any matters, we or any of our associates have not been convicted by a Court of law or indicated of adverse orders passed by any regulatory authority, which could cast a doubt on our ability to undertake the project or which relates to a grave offence that outrages the moral sense of the community.

We, M/s. _____ further certify that with regard to matters relating to security and integrity of the country, we have not been charge-sheeted by any agency of the Government or convicted by a Court of law.

We, M/s. _____ further certify that no investigation by a regulatory authority is pending either against us or against our CEO or any of our Directors/ Partners/ Managers/ Employees.

DECLARATION

I hereby certify that the information furnished above is full and correct to the best of my knowledge. I understand that in case any deviation is found in the above statement at any stage, the concern, M/s. _____ shall be blacklisted and shall not have any dealing with the IBBI in future.

(Signature of Authorized Person)
Seal

Date :
Place :