



**You focus on exports. We cover the risks.**

**TENDER NOTICE  
FOR  
HEATING, VENTILATION & AIR CONDITIONING WORK**

Ref: ECGC/Tender – 1/2020-21

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## Section 1

### 1. Introduction

#### 1.1. Invitation to Bidders

By way of this INVITATION TO TENDER Document (hereinafter also referred to as 'the Bid Document' or 'the Tender Document') **ECGC Limited** (hereinafter referred to as 'ECGC / the Company'), a company wholly owned by Government of India and set up in 1957, invites competitive Bids from consultants (hereinafter referred to as ('the Bidder(s)').) for **“HEATING, VENTILATION AND AIR-CONDITIONING WORK”**.

The “Commercial Bids” along with the supporting documents would be received in physical form.

The Bidder(s) are advised to study the Tender Document carefully. Submission of Bids shall be deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.

The Bid Document may be downloaded from the Company's website [www.ecgc.in](http://www.ecgc.in).

Please note that all the required information asked needs to be provided. Incomplete information may lead to rejection of the Bid. The Company reserves the right to change the dates mentioned in this Tender Document, which will be communicated to the Bidder(s), and shall be displayed on the Company's website. The information provided by the Bidder(s) in response to this Tender Document will become the property of ECGC and will not be returned. ECGC reserves the right to amend, rescind or reissue this Tender Document and all SUBSEQUENT amendments, if any. Amendments or changes shall be displayed at ECGC's website only.

## 1.2. Schedule of events

Last date of submission of Bids	07/10/2020 before 04:00 PM
Pre-Bid meeting/ visit to premises	29/09/2020 at 03:00 PM
Opening of Price/Commercial Bids	08/10/2020 at 02:00 PM
<b>Contact Details:</b> General Manager (Administration) : (022-66590713) Assistant General Manager (Administration) : (022-66590756)	
Address for Communication and submission of Bid.	General Manager (Administration) ECGC Limited, 5 <sup>Th</sup> floor, 241/242, Backbay Reclamation Area, Nirmal Building, Nariman Point, Mumbai - 400021
Telephone	022-66590771 & 66590759
All correspondence / queries relating to this Tender Document should be sent to / through following email ID only	<a href="mailto:administration@ecgc.in">administration@ecgc.in</a>

**Note: Time lines are subject to change at the sole discretion of ECGC**

## Section - 2

### 2. Disclaimer

The information contained in this Tender Document or information provided subsequently to Bidder(s) in documentary form by or on behalf of ECGC, is provided to the Bidder(s) on the terms and conditions set out in this Tender document and all other terms and conditions subject to which such information is provided.

This Tender Document is neither an agreement nor an offer and is only an invitation by the Company to the interested parties for submission of Bids. The purpose of this Tender Document is to provide the Bidder(s) with information to assist the formulation of their bids.

This Tender Document does not claim to contain all the information each Bidder may require. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this Tender Document and where necessary obtain independent advice.

The Company may in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this Tender Document. No contractual obligation whatsoever shall arise from the Tender process until a formal contract is signed and executed by duly authorized representatives of the Company with the selected Bidder.

### Section - 3

#### 3. Instructions for Bidder(s)

##### 3.1. General Instructions

- 3.1.1 The bidder submitting the bid should read the schedule of quantities, additional conditions, additional specifications, particular specifications and other terms and conditions given in the Tender Notice and drawings. Bidders are requested to comply following with the instructions mentioned in this Tender Document.
- 3.1.2 Bids with any condition including that of conditional rebates shall be rejected forthwith. Rates of such bids shall neither be read out, nor entered in tender opening register at the time of opening of bids.
- 3.1.3 The bidder shall be required to submit Earnest Money Deposit (EMD) of Rs.1,00,000/- in form of Bank Guarantee (Annexure-3), along with the bid document.
- 3.1.4 It will be obligatory on part of the bidder to tender for and sign the tender documents for all the component parts. The department reserves right to accept tender in full or in part.
- 3.1.5 Before bidding, the Bidder(s) are requested to visit the ECGC website <https://www.ecgc.in> and also carefully examine the Tender Document and the General Terms and Conditions of the Contract (TCC) contained therein, and if there appears to be any ambiguity or discrepancy between any terms of the Tender Document and the Contract, they should immediately refer the matter to ECGC for clarifications.
- 3.1.6 The Bidder, for the purpose of making the Bid, shall complete in all respects, the form(s) annexed to the Tender Document, quote the prices and furnish the information/ documents, called for therein, and shall sign and date on each of the forms/documents in the space provided therein

for the purpose. The Bidder shall affix its initial on each page of the Bidding Documents.

- 3.1.7** The Bid shall be signed by a person or persons duly authorized by the Bidder with signature duly attested. In the case of a body corporate, the Bid shall be signed by the officers duly authorized by the body corporate with its common seal duly affixed.
- 3.1.8** The Bid shall contain the address, Tel. No., Fax No. and e-mail id, if any of the Bidder, for the purposes of serving notices required to be given to the Bidder in connection with the Bid.
- 3.1.9** The Bid form and the documents attached to it shall not be detached from one another and no alteration or mutilation (other than filling in all the blank spaces) shall be made in any of the forms or documents attached thereto. Any alterations or changes to the entries in the attached documents shall only be made by a separate covering letter otherwise it shall not be entertained for the Bidding process.
- 3.1.10** The Bidder, irrespective of its participation in the bidding process, shall treat the details of the documents as privileged, secret and confidential.
- 3.1.11** ECGC does not bind itself to accept the lowest of any Bid and has the right to reject any Bid without assigning any reason whatsoever. ECGC also reserves the right to re-issue the Tender Document.
- 3.1.12** The Bidder shall submit the Price/Commercial Bid as per the form provided under **Annexure – 2** and the same shall be enclosed in a sealed envelope.
- 3.1.13** Incomplete or partial submission of relevant documents will lead to disqualification.
- 3.1.14** The rates should be sent only in the prescribed format. Non-conformance or quotations received in any other format may result in rejection of the Bid.



**3.1.15** The Bidder should ensure that there are no cuttings, over-writings, and illegible or undecipherable figures to indicate their Bid. All such Bids may be disqualified on this ground alone. The decision of the Company shall be final and binding on the Bidder. The Bidder should ensure that ambiguous or unquantifiable costs / amounts are not included in the Bid, which would disqualify the Bid.

**3.1.16** Each Bidder can submit only one Bid.

**3.1.17** No queries or change in requirements specifications/line items will be entertained in terms of the Bid process, except if such changes are advised or are approved by the Company.

**3.1.18** The Bidder should commit to provide the resources desired by the Company for the entire duration of the engagement, at the agreed cost and terms and conditions.

**3.2. Cost of Bidding:**

The Bidder shall bear all costs associated with the preparation and submission of its Bid, and the Company will in no case be responsible or liable for these costs, regardless of the conduct or outcome of the Bidding process.

**3.3. Validity Period:**

Bids shall have the validity period of 60 days from the closing date of the RFP. Bidders are requested to offer 60 days validity as per Bid Terms. The prices quoted shall remain firm and fixed during the currency of the Purchase order/Contract unless agreed otherwise by the Company.

**3.4. Scope of Work**

The scope of work is as per "Technical Specification- HVAC Work" annexed as Annexure -1 to this Tender document.

### **3.5. The bidding documents**

#### **3.5.1 Documents constituting the Bid:**

The Documents constituting the Bid include:

- (i) Price/ Commercial Bid (as per the form provided under Annexure - 2)
- (ii) All other / supporting documents and Annexures as attached.

The Bidder is expected to examine all instructions, forms, terms and specifications in the Bid Document. Failure to furnish all information required by the Bid Document or to submit a Bid not substantially responsive to the Bid Document in every respect will be at the Bidder's risk and may result in the rejection of the Bid.

### **3.6. Preparation of bids**

#### **3.6.1 Language of Bid**

The Bid prepared by the Bidder, as well as all correspondence and documents relating to the Bid exchanged by the Bidder and the Company and supporting documents and printed literature shall be submitted in English.

#### **3.6.2 Documents Comprising the Bid**

**3.6.2.1** The papers like Forms, supporting documents as mentioned above etc. should be submitted in one lot in one envelope.

#### **3.6.3 Price / Commercial Bid**

**3.6.3.1** Each Bidder is required to complete a Price/Commercial Bid Envelope, comprising of the Price/Commercial Bid Form as per Annexure - 1 on the letter head of the Bidder.

#### **3.6.4 Bid Form**

The Bidder shall complete the aforesaid Envelope containing the Bid, along with the requisite documents wherever mentioned and submit them to the Company.

#### **3.6.5 Bid Prices**

**3.6.5.1** Prices are to be quoted in Indian Rupees only.

- 3.6.5.2** Bidder must ensure to quote rate for each item.
- 3.6.5.3** Sales Tax, Excise Duty, Work Contract Tax, and Labour Cess etc. as applicable shall be borne by the bidder (contractor) himself. The bidder shall quote his rates considering all such taxes. However GST will be payable extra as reimbursed.
- 3.6.5.4** Prices quoted by the Bidder shall be fixed during the Bidder's performance of the Contract and shall not be subject to variation on any account, including exchange rate fluctuations, during the validity period of the contract. Taxes / Duties / Levies / Cess etc. levied by Central or State Governments, or Statutory, Quasi-Government Bodies, or Regulators may be charged as per actuals, and are allowed to be varied. A Bid submitted with an adjustable price quotation, other than exceptions specified herein, will be treated as non-responsive and shall be rejected.

**3.6.6 Documentary Evidence Establishing Bidder's Eligibility and Qualifications**

The documentary evidence of the Bidder's qualifications to perform the Contract in its Bid will be accepted only if it is established that the same are to the Company's satisfaction.

Bidders who fulfill the following requirements shall be eligible to apply. Bids from Joint ventures/Consortium and Special Purpose Vehicles shall not be accepted.

- a) The Bidder should have satisfactorily completed similar work during last 7 (seven) years ending last day of the month previous to the one in which tenders are invited. The work completed up to previous day of last date of submission of tenders shall also be considered and it should be either of the followings:
- (i) Three similar completed works each of value not less than Rs.3.96 Lac; Or
  - (ii) Two similar completed works each of value not less than Rs.6.0 Lac; Or

- (iii) One similar completed work of value not less than Rs.8.4 Lac
- b) Bidder should have had average annual financial turnover of Rs.6.00 lac in the last three financial years.
- c) For the Purpose of this Tender, "Similar work" shall mean - HVAC ducting work of same nature/magnitude carried out for in a government organization (PSU/ central / state government and directly appointed by the client not through third party).

### **3.6.7 Partial bids**

Partial Bids will not be accepted and shall be rejected. Bidder(s) shall have to quote for the entire scope.

### **3.6.8 Period of Validity of Bids**

- 3.6.8.1** Bids shall remain valid for a period of 60 days from the date of opening of the Bid.
- 3.6.8.2** In exceptional circumstances, the Company may solicit the Bidder's consent to an extension of the period of validity of the Bid on the same terms and conditions. The request and the responses thereto shall be made in writing. At this point, a Bidder may refuse the request without risk of exclusion from any future Tenders or any debarment.
- 3.6.8.3** The Company reserves the right to call for fresh quotes any time during the validity period of the Bid, if considered necessary.

### **3.6.9 Format and Signing of Bid**

- 3.6.9.1** The Bid shall be typed or written in indelible ink and shall be signed by the Bidder or a person or persons duly authorized to bind the Bidder to the Contract. The person or persons signing the Bids shall authenticate all pages of the Bids, except for un-amended printed literature.
- 3.6.9.2** Any inter-lineation, erasures or overwriting shall be valid only if they are authenticated by the person signing the Bids. The

Company reserves the right to reject bids not conforming to above.

**3.6.9.3** All documents submitted in the context of this Tender Document, whether typed, written in indelible ink, or un-amended printed literature, should be legible / readable. Non-compliance to this clause shall result in Bid being considered as non-responsive, and shall be rejected at the outset.

**3.6.9.4** The bid shall be in A4 size papers, numbered with index and highlighted with technical specification details.

**3.6.9.5** ADDITIONAL INFORMATION: Bidder may include additional information which will be essential for better understanding of the proposal. This may include diagrams, excerpts from manuals, or other explanatory documentation, which would clarify and/or substantiate the bid. Any material included here should be specifically referenced elsewhere in the bid.

### **3.7. Submission of bids**

#### **3.7.1 Sealing and Marking of Bids**

**3.7.1.1** The Bidder(s) shall seal the NON-WINDOW envelopes containing one copy of the bid and the NON-WINDOW envelope should bear the Bidder's name and address (return address).

**3.7.1.2** The outer envelope shall:

- a) Be addressed to the Company at the said address given in Section 1 above; and
- b) Bear the Project Name

**3.7.1.3** The envelope should indicate the name and address of the Bidder on the cover.

**3.7.1.4** If the envelope is not sealed and marked, the Company will assume no responsibility for the Bid's misplacement or its premature opening.

### **3.8 Deadline for Submission of Bids**

**3.8.1** Bids must be received by the Company at the address specified, no later than the date & time specified in the "Schedule of Events" in Invitation to Bid.

**3.8.2** In the event of the specified date for submission of Bids being declared a holiday for the Company, the bids will be received up to the appointed time on the next working day.

**3.8.3** The Company may, at its discretion, extend the deadline for submission of Bids by amending the appropriate terms and conditions in the Bid Document, in which case, all rights and obligations of the Company and Bidders previously subject to the deadline will thereafter be subject to the extended deadline, which would also be advised to all the interested Bidders on the Company's website.

**3.9. Late Bids:**

Any Bid received after the deadline for submission of Bids prescribed, will be rejected, and subsequently destroyed. No Bids shall be returned.

**3.10. Modification and Withdrawal of Bids**

**3.10.1** The Bidder, if after evincing interest in participating in the bidding process and visiting the premises, wishes to withdraw from the bidding process, the Bidder may do so without any penal action including debarment or exclusion from future Tenders/ contracts / business, provided the bidder submits its decision to the Company in writing, along with its reasons for the same.

**3.10.2** The Bidder may modify or withdraw its Bid after the Bid's submission, provided that written notice of the modification, including substitution or withdrawal of the Bids, is received by the Company, prior to the deadline prescribed for submission of Bids, the Bidder may do so without any penal action including debarment or exclusion from any future Tenders / contracts / business, provided the Bidder submits its decision to the Company in writing, along with its reasons for the same.

**3.10.3** No Bid may be modified after the deadline for submission of Bids.

**3.10.4** No Bid may be withdrawn in the interval between the deadline for submission of Bids and the expiration of the period of Bid validity specified by the Bidder on the Bid Form. Withdrawal of a Bid during this interval may result in penal action including debarment or exclusion from any future Tenders / contracts / business.

### **3.11. Opening and evaluation of bids**

#### **3.11.1 Opening of Bids by the Company**

- 3.11.1.1** The Company reserves the right to open the Bids soon after their receipt from all the Bidder(s) without waiting till the last date as specified above and also the right to disqualify any or all Bidder(s) either on the basis of their responses, to all or some of the response sheets, or even any part thereof without assigning any reasons whatsoever.
- 3.11.1.2** The Company at its discretion and if it considers appropriate may announce the Bidders' names, Bid modifications or withdrawals and the presence or absence of requisite documents and such other details.
- 3.11.1.3** Bids and modifications sent, if any, that are not opened at Bid Opening shall not be considered further for evaluation, irrespective of the circumstances. Withdrawn bids will be returned unopened to the Bidders.

#### **3.11.2 Preliminary Evaluation**

- 3.11.2.1** The Company will examine the Bids to determine whether they are complete, whether the required formats have been furnished, the documents have been properly signed, and that the Bids are generally in order.
- 3.11.2.2** Prior to the detailed evaluation, the Company will determine the responsiveness of each Bid to the Bid Document. For purposes of these clauses, a responsive Bid is one, which conforms to all the terms and conditions of the Bid Document without any deviations.
- 3.11.2.3** The Company's determination of a Bid's responsiveness will be based on the contents of the Bid itself, without recourse to extrinsic evidence.
- 3.11.2.4** If a Bid is not responsive, it will be rejected by the Company and such a Bid may not subsequently be made responsive by the Bidder by correction of the nonconformity.
- 3.11.2.5** Only those Bidders and Bids which have been found to be in conformity of the eligibility terms and conditions during the preliminary evaluation would be taken up by the Company for further detailed

evaluation. The Bids which do not qualify the eligibility criteria and all terms during preliminary examination will not be taken up for further evaluation.

### **3.11.3. Evaluation of Bids**

**3.11.3.1**The Bidder(s) from the list of earlier shortlisted Bidder(s) shall be deemed eligible and Price/Commercial bids for these Bidder(s) shall be opened.

**3.11.3.2**Company reserves the right to reject any or all incomplete Bids.

**3.11.3.3**Bidder(s) having any doubt/ queries/ concerns with any clause of this document or selection process shall raise their concern within 7 days of release of Tender Document. ECGC will not be liable to accept or provide any explanation towards any doubt/ concerns later on whatever the same may be.

**3.11.3.4**The queries may be communicated only through the e-mail id provided.

**3.11.3.5**Bidder(s) bidding in the process shall give as a part of the Bidding documents a statement on their letter head, as per the format provided under Annexure - 4, that they have no objection with any clause of the Tender Document.

### **3.11.4 Contacting the Company**

**3.11.4.1**No Bidder shall contact the Company on any matter relating to its Bid, from the time of opening of Price/Commercial Bid to the time the Contract is awarded.

**3.11.4.2**Any effort by a Bidder to influence the Company in its decisions on Bid evaluation, Bid comparison or contract award may result in the rejection of the Bidder's Bid and barring from any future Tenders / contracts / business with ECGC.

### **3.11.5 Award Criteria**

1. The Bidder whose rates in the bids are lowest in comparison to other qualified bidders, will only be considered as the Lowest one (L1) and shall be awarded the contract.
2. ECGC Ltd. will notify the successful Bidder in writing, by letter or by e-mail, that its Bid has been accepted. The notification of award will



constitute the formation of the offer to contract. The selected Bidder should convey acceptance of the award of contract by returning duly signed and stamped duplicate copy of the award letter within seven working days of receipt of the communication.

3. In case the selected Bidder fails to accept the award then the next lowest Bidder (other than the Bidder who has failed to accept the award) will be considered for the award and so on.
4. The successful Bidder will have to submit the Performance Bank Guarantee and execute a Service agreement within 15 working days of the award of Contract, which will be valid for the period as mentioned in this Tender Document.
5. The Contractor shall prepare the programme chart for the execution of the work showing clearly all activities from the start of work to the completion, with details of requirements of materials, man power, equipment and machinery deployment, required for the completion of the work within the stipulated period and submit the same to the architect within three days after the issue of letter for commencement of the work by ECGC Ltd..
6. The Contractor/Vendor shall also submit weekly programme and progress reports and update / re-schedule the same weekly. These shall be submitted by the contractor/Vendor in soft copy also besides forwarding hard copy of the same.
7. The successful Bidder should furnish well in advance two copies of detailed instructions and manuals of manufacturers for all items of equipment regarding installation, adjustments, operation and maintenance i/c preventive maintenance & trouble shooting together with all the relevant data sheets, spare parts catalogue and workshop procedure for repairs, assembly and adjustment etc all in duplicate.

**3.11.6 Company's Right to Accept Any Bid and to reject any or All Bids:**

- 3.11.6.1** The Company reserves the right to accept or reject any Bid or to cancel the Bidding process and reject all Bids at any time prior to contract award, without incurring any liability to the affected Bidder or Bidder(s)

or any obligation to inform the affected Bidder or Bidders of the grounds for the Company's action.

**3.11.6.2** All decisions taken by the Company are binding and final.

### **3.11.7 Performance Bank Guarantee**

**3.11.7.1** The successful Bidder (hereinafter referred to as the 'Vendor') shall be required to submit a Performance Bank Guarantee ("PBG") as per pro-forma attached as Annexure - 7 for a value equal 10% of the Contract value (inclusive of applicable taxes), valid for the period of the Contract (plus additional 8 weeks for claim period) from the date of satisfactory acceptance/ sign off by ECGC.

**3.11.7.2** The PBG of correct value and validity period as mentioned above must be submitted within two weeks from the date of acceptance of the Letter of Award.

**3.11.7.3** In case the contract period is extended beyond two months due to nature of work, the PBG shall have to be extended / renewed / re-issued for the new / extended contract period, including the claim period. The Vendor to make provisions for submission of extended PBG atleast two weeks before the expiry of the original term of PBG in such case.

**3.11.7.4** PBG shall be forfeited if the services are terminated abruptly by the Vendor or for any deviation by the Vendor from the terms of the Contract by way of which the Company can decide to forfeit the PBG. Further, unpaid charges, if any, will also not be paid in these circumstances. In case of no punitive action against the Vendor, the PBG will be returned after the 8 weeks from the satisfactory acceptance/ signoff by ECGC or on settlement of any claim against the Vendor, whichever is later.

## Section – 4

### 4.1 TERMS AND CONDITIONS OF CONTRACT (TCC)

#### 4.1.1 Definitions:

In this Contract, the following terms shall be interpreted as indicated:

- 4.1.1.1 “The Company” means ECGC Limited.
- 4.1.1.2 “Vendor” is the successful Bidder whose Bid has been accepted and to whom notification of award has been given by the Company.
- 4.1.1.3 “The Services” means the scope of services which the Vendor is required to provide ECGC under the Contract.
- 4.1.1.4 “The Contract” means the agreement entered into between ECGC and the Vendor, and signed by the parties, including all attachments and appendices thereto and all documents incorporated by reference therein;
- 4.1.1.5 “The Contract Price” means the price payable to the Vendor under the Contract for the full and proper performance of its contractual obligations;
- 4.1.1.6 “TCC” means the Terms and Conditions of Contract;
- 4.1.1.7 “The Project” means **SUPPLY, ERECTION, TESTING AND COMMISSIONING OF SELF-CONTAINED AIR CONDITIONING UNIT**
- 4.1.1.8 “The Project Site” means designated locations of ECGC Limited as may be specified in Purchase Order / Contract.

#### 4.1.2 DISTINCTIVE TERMS & CONDITIONS

1. Site visit: All Contractors/ bidders are advised to visit the site before quoting the Tender, nothing will be considered afterwards in terms of hardship of working not understanding the work properly etc.
2. The work shall be executed as per “*General Specifications for Heating, Ventilation & Air Conditioning Works 2004, CPWD General Specifications for Electrical Works (Part I – Internal) 2005, (Part II – External) 2008*” wherever applicable. The technical specifications are to be read in conjunction with above and in case of variations; technical specifications of tender document shall apply. Nothing extra shall be paid on account of additional features in the technical specifications as the same are to be read along with schedule of quantities for the work.

3. All sundry equipment, fittings, unit assemblies, accessories, hardware items, foundation bolts, termination lugs for electrical connections, and all other items which are useful and necessary for efficient assembly and installation of equipment and components of the work shall be deemed to have been included in the tender irrespective of the fact whether such items are specifically mentioned in the tender documents or not.
4. **Erection Tools** : No tools and tackles either for unloading for shifting the equipments for erection purposes would be made available by the ECGC Ltd. The successful Bidder shall make own arrangement for all these facilities.
5. **Mobilization Advance** : No mobilization advance shall be paid for this work.
6. **Verification of correctness of Equipment at Destination:** The contractor/Vendor shall have to produce all the relevant records to certify that the genuine equipment from the manufacturers has been supplied and erected.
7. **Extra work / Non Bill of Quantity (BOQ) items:** The items not mentioned in BOQ as per Annexure- 2 or deviation/ substitution of items will be paid as per certification of architect. Contractors are advised to work strictly as per BOQ and for any extra items prior permission of ECGC Ltd. in writing is mandatory.
8. **Inspection and Testing:**\_For items / equipment requiring initial inspection at manufacturer's works in India, the contractor will intimate the date of testing of equipments at the manufacturer's works before dispatch. ECGC limited reserves the right to inspect the fabrication job at factory and the successful Bidder has to make the arrangement for the same. The successful Bidder shall give sufficient advance notice regarding the dates proposed for such tests / inspection to the architect to facilitate his presence during testing / fabrication. The architect at his discretion may witness such testing / fabrication.
9. **Care of the Building:** Care shall be taken by the contractor while handling and installing the various equipments and components of the work to avoid damage to the building. Contractor shall be responsible for repairing all damages and restoring the same to their original finish at his cost. He shall also remove at his cost all unwanted and waste materials arising out of the installation from the site of work.
10. **Power Supply:**\_Power Supply for the entire work shall be arranged by the ECGC free of cost.

### 4.1.3 Completion period

The completion period indicated in the tender documents is for the entire work of planning, designing, approval of General arrangement drawings, supplying, installation, testing, commissioning and handing over of the entire installation to the satisfaction of the ECGC..

### 4.1.4 Payments

#### 4.1.4.1 Terms of payment

The following percentage of contract rates shall be payable against the stages of work as shown.

SI No	Stage of Work	Machinery & Equipment	All other items
1	After initial inspection (wherever specified & delivery at site in good condition on pro rata basis	80%	70%
2	On completion of pro-rata installation	10%	20%
3	On commissioning and completion of successful running period	5%	5%
4	On completion of major seasonal test	5%	5%

Note:

1. No foreign exchange shall be made available by ECGC for importing (purchase) of equipment/machinery/ materials of any kind or any other items required to be carried out during execution of the work .
2. No delay and no claim of any kind shall be entertained from the Contractor, on account of variation in the foreign exchange rate.
3. The rates quoted by The rates quoted by the Bidder, shall be firm and inclusive of all taxes (including works contract tax), octroi, entry tax, duties and levies and all charges for packing forwarding, insurance, freight and delivery, installation, testing, commissioning etc at site (such as temporary constructional storage, risks, overhead charges, general liabilities/obligations and clearance from local authorities)
4. The fee for the inspection of installation by government authorities shall be reimbursed by the ECGC on production of receipts. The contractor has to,

however, initially make the payment. Likewise GST applicable shall be initially paid by the contractor and shall be reimbursed to him by the ECGC after verification of payment receipts etc.

**4.1.4.2** Payment shall be made in Indian Rupees.

**4.1.4.3** Payment shall be made via electronic fund transfer only to the bank account specified, as per account details provided by the vendor.

**4.1.4.4** No payment shall be made in advance on award of the contract.

**4.1.4.5** Payments shall be made only on receipt of invoice from the Vendor, after completion of the scope of work to the satisfaction of ECGC Limited, on milestone basis.

**4.1.4.6** All payments shall be subject to TDS and any other taxes as per the tax rules prevalent at the time of payment.

**4.1.4.7** It may be noted that ECGC will not pay any amount / expenses / charges/ fees / travelling expenses / boarding expenses / lodging expenses / conveyance expenses / out of pocket expenses other than the agreed amount as per the purchase order / contract.

**4.1.4.8** Any decrease in taxes must be passed on to ECGC.

#### **4.1.5 Damages/ Liability clause.**

1. Bidder shall provide guarantee for a period of 12 months on all the equipment from the date of taking over the installation by the ECGC against unsatisfactory performance and / or break down due to defective design, workmanship of material. The equipment or components, or any part thereof, so found defective during guarantee period shall be forthwith repaired or replaced free of cost, to the satisfaction of the ECGC limited.
2. In case of any material breach to the contract under scope of work, ECGC will notify the Contractor to rectify the defect in 10 days. If the contractor will not rectify the defects to the satisfaction of ECGC, then ECGC shall levy a penalty of 5% of the contract price on such equipment/item/service, under defects.
3. In case it is felt by ECGC limited that undue delay is being caused by the contractor in doing so, the same shall be done by ECGC

**Comment [RB1]:** HO Admin to decide

limited at the risk and cost of the contractor. The decision of the ECGC in this regard shall be final.

4. In case the defect is not cured by the vendor, or in case of any material breach on part of vendor which results in non-performance of the contract, ECGC shall invoke the performance bank guarantee furnished by the vendor.

#### **4.1.6 Delivery Location**

The scope of work as mentioned above will be required to be delivered at ECGC, 5<sup>th</sup> Floor, Nirmal Building, 241/242, Backbay Reclamation, Nariman Point, Mumbai - 400021.

#### **4.1.7 Delivery Period**

The Vendor is expected to complete the entire work (as mentioned in the scope of work) to the satisfaction of the Company within 2 months from the signing of the agreement.

Working time inside the office premises would be non-office hours i.e. from 05:30 PM to 09:00AM during working days and Saturday & Sunday full day.

Any extension, if attributable to the Vendor and if allowed, will be with penalty of 1% of the contract value per day, up to 5 days; beyond which it will be treated as a breach of contract. ECGC Ltd reserves the right to grant an extension, and / or cancel the order, and / or invoke the PBG, and/or take appropriate legal action in the event of any breach of contract.

Comment [RB2]: HO (Admin) to decide

#### **4.1.8 Termination**

ECGC may terminate the Contract with at least 15 days prior written notice to the Vendor on account of any material breaches committed by the Vendor in breach of its obligations under the Contract.

ECGC shall not be obligated to pay the Vendor for any such terminated services performed or expenses incurred after the effective date of such termination.

#### **4.1.9 Indemnity**

The Vendor shall indemnify, protect and save ECGC against all claims, losses, costs, damages, expenses, action suits and other proceedings resulting from any infringements in respect of all machinery/ equipment etc. being utilized by the Team / resources, except for those explicitly provided by / authorized by ECGC.

#### **4.1.10 Arbitration**

In the event of a dispute or difference of any nature whatsoever between ECGC and the Vendor during the course of the Contract, the same shall be referred to arbitration comprising of a sole arbitrator. The Arbitration shall be carried out in English language at ECGC office in Mumbai and as per the provisions of the Arbitration and Conciliation Act, 1996 (as amended in 2015). The seat of Arbitration shall be Mumbai.

#### **4.1.11 Governing Law and Jurisdiction**

The High Court of Bombay shall alone have jurisdiction for the purposes of adjudication of any dispute of differences whatsoever in respect of or relating to or arising out of or in any way touching the works awarded or the terms and conditions of the Contract.

#### **4.1.12 Survival**

The termination of the Contract shall not affect the rights of and or obligations of the Vendor which arose prior to the termination.

#### **4.1.13 Working on ECGC's Holiday**

Request for permission for working on Saturday / Sunday / holidays if required, should be submitted 3 working days prior to the date of holiday, to respective locations head. The Vendor should provide the visiting Team member's details in advance to respective offices. The Team Member shall visit at the scheduled date and time and show his identity card/ permission letter when asked for.



**4.1.14 Force Majeure**

Notwithstanding the provisions of TCC, the Vendor shall not be liable for forfeiture of its Performance Bank Guarantee, liquidated damages, or termination for default, if and to the extent, that, the delay in performance, or other failure to perform its obligations under the Contract, is the result of an event of Force Majeure.

For purposes of this clause, "Force Majeure" means an event beyond the control of the Vendor and not involving the Vendor's fault or negligence and not foreseeable. Such events may include, but are not restricted to, acts of the Company in its sovereign capacity, wars or revolutions, fires, floods, epidemics, quarantine restrictions, and freight embargoes.

If a Force Majeure situation arises, the Vendor shall promptly notify the Company in writing of such condition and the cause thereof. Unless otherwise directed by the Company in writing, the Vendor shall continue to perform its obligations under the Contract as far as is reasonably practical, and shall seek all reasonable alternative means for performance not prevented by the Force Majeure event.

**4.1.15 Entire Agreement**

It is expressly agreed between the parties that the Contract, The Tender Document, any addendum or corrigendum issued thereafter and the completed Annexures thereto constitutes the Entire Agreement between the Parties.

**4.1.16 Rights of the Company:**

**4.1.16.1** ECGC does not bind itself to accept the lowest quotation and reserves the right to reject any or all the quotations received, without assigning any reason thereof.

**4.1.16.2** While processing the Bids, ECGC further reserves the right to delete or reduce any item or section contained the Tender Document or in the Scope of Work without assigning any reason thereof.

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Section – 5

ANNEXURES

**Annexure 1  
Scope of Work  
Technical Specification**

**The scope of work is as per - Technical Specification-HVAC work annexed as Annexure-1 separately.**

**Annexure-2  
Bill of Quantity**

**(attached separately)**

### **Annexure 3: Bank Guarantee Format for EMD**

To  
ECGC Ltd  
10<sup>th</sup> Floor Express Towers,  
Nariman Point,  
Mumbai 400 021.

Whereas..... (Hereinafter called "the Bidder") has submitted its bid dated..... (Date of submission of bid) for "Heating, Ventilation & Air conditioning (HVAC) work as per tender specification and Bill of Quality (BOQ) at office premises of ECGC Ltd. located at Nirmal, 5th floor., 241/242, Backbay Reclamation, Nariman point, Mumbai 400 021 "(hereinafter called "the Bid"), we..... (Name of Bank), having our registered office at..... (Address of bank) (Hereinafter called "the Bank"), are bound unto ECGC Ltd (hereinafter called "the Purchaser") in the sum of Rs.1,00,000/- (Rupees One lakh only) for which payment to be made to the said ECGC, the Company binds itself, its successors, and assigns by these presents.

The Conditions of this obligation are:

- If the Bidder withdraws his offer after issuance of letter of acceptance by ECGC;
- If the Bidder withdraws his offer before the expiry of the validity period of the tender
- If the Bidder violates any of the provisions of the terms and conditions of this tender specification.
- If a Bidder who has signed the contract and furnished Security Deposit backs out of his tender bid.
- If a Bidder, having received the letter of acceptance issued by ECGC, fails to furnish the bank guarantee and sign the contract within the 21 days from the letter of acceptance.

We undertake to pay ECGC up to the above amount upon receipt of its first written demand, without ECGC having to substantiate its demand, provided that in its demand ECGC will note that the amount claimed by it is due to it, owing to the occurrence of all/any of the above conditions, specifying the occurred condition or conditions.

This guarantee will remain in force up to and including ninety (90) days from last date of bid submission. Notwithstanding anything contained herein:

1. Our liability under this bid security shall not exceed Rs.1,00,000/-

2. This Bank guarantee will be valid up to ..... (Date);
3. We are liable to pay the guarantee amount or any part thereof under this Bank guarantee only upon service of a written claim or demand by you on or before ..... (Date).

In witness whereof the Bank, through the authorized officer has set its hand and stamp on this.....day of .....at .....

(Signature of the Bank)

**NOTE:**

1. Bidder should ensure that the seal and CODE No. of the authorized signatory is put by the bankers, before submission of the bank guarantee.
2. Bank guarantee issued by banks located in India shall be on a Non-Judicial Stamp Paper of appropriate value.
3. Bid security should be in INR only.
4. Presence of restrictive clauses in the Bid Security Form such as suit filed clause/ requiring ECGC to initiate action to enforce the claim etc., will render the Bid non-responsive.
5. Unsuccessful bidder's bid security will be discharged or returned after the expiration of the period of bid validity prescribed by ECGC.
6. The successful bidder's bid security will be discharged upon the bidders signing the contract and furnishing the performance bank guarantee.

**Annexure 4:**

**(COVERING LETTER TO ECGC LTD ON THE BIDDER'S LETTERHEAD)**

Date: \_\_\_\_\_

The General Manager,  
Administration Department,  
ECGC Ltd,  
5<sup>th</sup> Floor, Nirmal Building,  
Nariman Point,  
Mumbai – 400021

Dear Sir,

**Sub: FOR HEATING VENTILATION & AIR CONDITIONING (HVAC) WORK AS PER TENDER SPECIFICATION AND BILL OF QUANTITY (BOQ) AT OFFICE PREMISES OF ECGC LTD. LOCATED AT NIRMAL , 5<sup>th</sup> FLOOR, 241/241, BACKBAY RECLAMATION, NARIMAN POINT, MUMBAI-400021**

**RFT REFERENCE NO. ECGC/ ADMN/2019-20/01 : Dated: \_\_\_\_\_**

We hereby enclose our quotation, in a sealed envelope, to provide our services as contractor for **HEATING VENTILATION & AIR CONDITIONING (HVAC) WORK AS PER TENDER SPECIFICATION AND BILL OF QUANTITY (BOQ) AT OFFICE PREMISES OF ECGC LTD. LOCATED AT NIRMAL , 5<sup>th</sup> FLOOR, 241/241, BACKBAY RECLAMATION, NARIMAN POINT, MUMBAI-400021** as detailed out in your subject Tender Notice.

We agree to all the terms and conditions mentioned in the Tender Document. The offer shall be binding on us during the bid validity period i.e. up to 90 days from the last date for submission of the bid and subject to the modifications resulting from contract negotiations.

We submit our quotation for the proposed assignment as attached.

**Terms and Conditions**

- 1) The above quotation is inclusive of all costs and applicable taxes except GST (which shall be reimbursed later) for all activities
- 2) We undertake to deliver all the deliverables as envisaged in the quotation and complete the assignment within the time frame stipulated in the tender document.
- 3) ECGC will deduct tax (TDS) while releasing payment, if applicable as per the provisions of Income Tax Act.

Thanking you,

Yours faithfully,

(Name and Designation, seal of the firm)

**Annexure 5 –**

**Company Profile / Eligibility**

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
1	Name of the bidder	
2	Legal Status (eg. Proprietorship, partnership, limited liability partnership, Company etc. (attach a copy of certificate of inCompany)	<Certified copy of the Certificate of InCompany issued by the Registrar of Companies / Partnership Deed>
3	Registered Physical Address	
4	Correspondence Address	
5	Business profile of the company (attach a separate write-up or brochure regarding business activities of the company)	
6	InCompany Date	
7	Board of Directors / Management / Promoters / Partners	(i)
		(ii)
		(iii)
		(iv)
		(v)
8	Contact Person Details (Name, Landline and mobile Number, e-mail id)	
9	e-mail id of the bidder	
10	PAN of the bidder	<copy required>
11	TIN of the bidder	<copy required>
12	GST Registration No.	<copy required>
13	Details of managerial, supervisory, and other staff available	< Undertaking of the organization confirming the availability of the adequate manpower of requisite qualification and experience for deployment in ECGC. >
14	Organization should have work	< Evidences like confirmations from



	experience in similar nature	client person email address or work completion certificates should be provided along with the bid. >
<b>15</b>	Power of Attorney/authorization for signing the bid documents, if applicable.	
<b>16</b>	Copy of entire tender document duly signed and stamped on each page as a token of acceptance is to be attached.	
<b>17</b>	The Bidder should not have been black listed by any Govt. Financial Institutions / Banks / Government / Semi-Government departments in India.	< A self-declaration by the Bidder on its letter head.>
<b>18</b>	The firm or its affiliates should have never been blacklisted / barred / disqualified by any regulator / statutory body/ judicial or any other authority.	< A self-declaration by the Bidder on its letter head.>
<b>19</b>	The Bidder's Firm should not be owned or controlled by any Director or Employee of ECGC Ltd.	< A self-declaration by the Bidder on its letter head.>

.....  
Signature of the authorized Signatory of Company  
(Company Seal)  
Name :  
Designation :  
Contact No (Mobile)  
Email Id

**Annexure – 6**

**Bank Details**

<b>Sr No</b>	<b>Description</b>	<b>Details</b>
1	Name of the Bank	
2	Address of the Bank	
3	Bank Branch IFSC Code	
4	Bank Account Number	
5	Type of Account	

.....  
Signature of the authorized Signatory of Company  
(Company Seal)  
Name :  
Designation :  
Contact No (Mobile)  
Email Id

**Annexure - 7**

**PROFORMA BANK GUARANTEE FOR PERFORMANCE**

(On Non-Judicial stamp paper of value Rs.500/-)

IN CONSIDERATION OF ECGC LIMITED, a company incorporated under the Companies Act 1956 and having its registered office at 10<sup>th</sup> Floor, Express Towers, Nariman Point, Mumbai 400021 (hereinafter referred to as the "the Purchaser" which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) having placed an order on Messers..... a partnership firm / a company registered under the Companies Act, 1956 having its Registered office at ..... (hereinafter called the Vendor which expression shall, unless it be repugnant or contrary to the subject or context thereof, be deemed to mean and include its successors and assigns) vide order No..... dated ..... (hereinafter called "the order" which expression shall include any amendments / alterations to "the order" issued by "the Purchaser") for **HEATING, VENTILATING AND AIR CONDITIONING WORK** as stated in the said Order and the Purchaser having agreed that the Vendor shall furnish a security for the performance of the Vendor's obligations and/or discharge of the Vendor's liability in connection with the said order and the Purchaser having agreed with the Vendor to accept a performance guarantee,

1. We, ..... Bank having office at ..... (hereinafter referred to as "the Bank" which expression shall include its successors and assigns) hereby agree to pay to the Purchaser without any demur on first demand an amount not exceeding Rs..... Rupees ..... only) being 100% of the order value against any loss or damage, costs, charges and expenses caused to or suffered by the Purchaser by reason of non-performance and non-fulfilment or for any breach on the part of the Vendor of any of the terms and conditions of the said order.
2. We, ..... Bank further agree that the Purchaser shall be sole judge whether the said Vendor has failed to perform or fulfil the said order in terms

thereof or committed breach of any terms and conditions of the order and the extent of loss, damage, cost, charges and expenses suffered or incurred or would be suffered or incurred by the Purchaser on account thereof and we waive in the favour of the Purchaser all the rights and defenses to which we as guarantors may be entitled to.

3. We, ..... Bank further agree that the amount demanded by the Purchaser as such shall be final and binding on the Bank as to the Bank's liability to pay and the amount demanded and the Bank undertake to pay the Purchaser the amount so demanded on first demand and without any demur notwithstanding any dispute raised by the Vendor or any suit or other legal proceedings including arbitration pending before any court, tribunal or arbitrator relating thereto, our liability under this guarantee being absolute and unconditional.
4. We, ..... Bank further agree with the Purchaser that the Purchaser shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said order/or to extend time of performance by the Vendor from time to time or to postpone for any time to time any of the powers exercisable by the Purchaser against the Vendor and to forbear to enforce any of the terms and conditions relating to the order and we shall not be relieved from our liability by reason of any such variation or extension being granted to the Vendor or for any forbearance, act or omission on the part of the Purchaser or any indulgence by the Purchaser to the Vendor or by any such matter or things whatsoever which under the law relating to sureties would have the effect of relieving us.
5. We, ..... Bank further undertake not to revoke this guarantee during its currency except with the previous consent of the Purchaser in writing.
6. We, ..... Bank also agree that the Bank's liability under this guarantee shall not be affected by any change in the constitution of the Vendor or dissolution .....
7. Notwithstanding anything contained herein above:
  - i. Our liability under this guarantee shall not exceed Rs.....

- ii. This Bank Guarantee shall be valid upto and including .....; and
- iii. We are liable to pay the guarantee amount or any part thereof under this Bank Guarantee only and only if you serve upon us a written claim or demand on or before ..... (validity + ---weeks from the date of expiry of this guarantee).

8. This Guarantee shall be governed by Indian laws and the Courts at Mumbai, India shall have the exclusive jurisdiction.

IN WITNESS WHEREOF the Bank has executed this document on this..... day of .....

For ..... Bank

(by its constituted attorney)

(Signature of a person authorized to sign on behalf of "the Bank")

NOTE:-

1. Indigenous Vendor or Foreign Vendor through Indian Bank to submit BG.
2. If BG is not received directly from Bank then ECGC Ltd. shall get the Bank Guarantee verified and only on confirmation of verification the Bank Guarantee shall be considered as submitted. Expenses for BG verification shall be borne by ECGC Ltd.