

National Mission for Clean Ganga
(Ministry of Water Resources, River Development & Ganga Rejuvenation)
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
Telephone: +91-11-23072900-01; Fax: +91-11-23049567
Website: www.nmcg.nic.in

RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA

RFP No. : F.NO. AD-28/2/2020-GA NMCG
Issued on : 18 June, 2020

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1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002

RFP No.: F.NO. Ad-28/2/2020-GA NMCG

Dated:18 June, 2020

I. NOTICE INVITING TENDER (NIT)

National Mission for Clean Ganga (NMCG) is the planning, financing, monitoring and coordinating body for implementation of "Namami Gange Programme". NMCG is mandated to ensure effective abatement of pollution and conservation of the river Ganga by adopting a river basin approach for comprehensive planning and management.

NMCG invites sealed bids under two bid system (Technical bid and Financial Bid) from reputed and experienced agencies to provide Comprehensive AMC of installed UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA in the premises of National Mission for Clean Ganga at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 for a total period of two years which may be further extended for another one year subject to satisfactory performance and mutually agreed terms and conditions.

The interested bidders should submit their bids to Procurement Wing, National Mission for Clean Ganga, 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 **on or before July 10, 2020 up-to 11:00 AM.**

Earnest Money Deposit (EMD) equal to Rs.15,000/- (Rupees Fifteen Thousand only) in the form of Demand Draft drawn on any scheduled bank in favor of 'National Mission for Clean Ganga' payable at New Delhi must be accompanied with the Bid application.

For further details on RFP, please visit www.nmcg.nic.in and Central Public Procurement Portal (CPPP).

Director General
National Mission for Clean Ganga

II. INSTRUCTIONS TO BIDDERS

1. **Cost of Bid:** The bidder shall bear all costs associated with the preparation and submission of bid and NMCG in no case shall be responsible or liable for those costs, regardless of the conduct or outcome of the tender process.
2. The bidder is expected to examine all instructions, forms, terms and conditions in the RFP document. Failure to furnish all information required by the RFP document or submission of a tender not substantially responsive to the RFP document in every respect will be at the bidder's risk and may result in rejection of the bid.
3. The bidder shall not make or cause to be made by any alternation, erasure or obliteration to the text of the RFP document.

4. Preparation of Bids

- 4.1 **Language:** Bids and all accompanying document shall be in English language. In case any accompanying documents are in other languages, it shall be accompanied by an English Translation. The English version shall prevail in matters of interpretation

4.2 Form of Bid

The form of bid shall be completed in all respects and duly signed and stamped by an authorized representative of the Bidder. Relevant power of attorney for signing the bid should be attached.

4.3 Currencies of Bid and Payment

The bidder shall submit financial bid in Indian Rupees and payment under this contract will be made in Indian Rupees only.

4.4 Clarifications by Bidders

- 4.4.1 Bidders requiring any clarification on the RFP document may contact Procurement Wing of the NMCG in writing by e-mail/ post/ courier within such date as specified in the Schedule of Bidding Process set out in Clause 13- Schedule of Bidding Process.

- 4.4.2 All correspondence for clarifications should be submitted as per the format attached at 'Annexure-VIII' to the following address in writing by Mail/ post/ courier:

Procurement Wing,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium
India Gate, New Delhi-110002
T: +91-11-23072900-01
Email: jitender@nmcg.nic.in

- 4.4.3 NMCG shall endeavor to respond to the queries raised or clarifications sought by the Bidders. However, NMCG reserves the right not to respond to any query or provide any clarification, in its sole discretion, and nothing in this clause shall be construed, taken or read as compelling or requiring NMCG to respond to any query or to provide any clarification.

- 4.4.4 At any time prior to the Bid Due Date, NMCG may, for any reason, whether at its own initiative or in response to clarifications requested by Bidder(s), modify the RFP document by way of issue of Addendum/ Corrigendum/ Clarifications. Any Addendum/ Corrigendum/ Clarifications thus issued shall be uploaded on the website of NMCG (<https://nmcg.nic.in>) and CPPP portal (<https://eprocure.gov.in/cppp/>) and shall be binding on Bidders and shall form part of the RFP document.

4.5 Instructions to the Bidders

- 4.5.1 Bidders may note that NMCG will not entertain any deviations to the RFP Document at the time of submission of the Proposal or thereafter. The Proposal to be submitted by the Bidders will be unconditional and the Bidders would be deemed to have accepted the terms and conditions of the RFP Document with all its contents. Any conditional Proposal shall be regarded as non-responsive and would be liable for rejection.
- 4.5.2 Bidders' representatives attending the Proposal opening shall bring an authorization letter from the Bidder.
- 4.5.3 No interpretation, revision, or other communication from NMCG regarding this solicitation is valid unless in writing. NMCG may choose to send to all Bidders whose Proposals are under consideration, in writing or by any standard electronic means such as Mail or by uploading on website(s) of responses, including a description of the enquiry but without identifying its source to all the Bidders.
- 4.5.4 All participating bidders are advised to visit this office before participating in the bid to physically inspect the items covered under AMC.

Note: Pre-Proposal visit, which would be restricted to one (1) per agency, may also be undertaken by Technical personnel(s) of interested bidders during in specified schedule only after obtaining pre-approval from NMCG. Visitor(s) must carry authorization letter and copy of NMCG's Approval.

- 4.5.5 For technical information related to Comprehensive AMC and other related discussion, the firm/ service provider should consult the ED (Admin), NMCG or any other officer authorized by him.

4.6 Format and Signing of Bid

- 4.6.1 The documents comprising the bid shall be typed and all pages of the bid shall be signed by a person duly authorized to sign on behalf of the bidder.
- 4.6.2 The bid shall contain no alternations, omissions or additions except those to comply with instruction issued by NMCG, or are necessary to correct errors made by the bidder, in which case such corrections shall be initialed/singed by the person signing the bid.

5. Submission of Bids

- 5.1 The bidder shall submit their offer under two bid basis i.e. Technical Bid and Financial Bid, complete in all respect, in separate sealed envelopes put into an outer envelope super

scribed “**RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA**”.

The sealed envelope should reach the address **Procurement Wing, National Mission for Clean Ganga, 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi- 110002 on or before July 10, 2020 up-to 11:00 AM**. The Bids shall not be accepted beyond the stipulated date and time under any circumstances whatsoever.

- 5.2 The bidder shall deposit Earnest Money Deposit (EMD) for an amount of **Rs.15,000/-** (Rupees Fifteen Thousand only) in the form of Demand Draft issued by any scheduled bank in favor of ‘National Mission for Clean Ganga’ payable at New Delhi, along with the submission of the bid. The EMD will remain valid for a minimum period of forty-five days beyond the final bid validity period. NMCG shall not be liable for payment of any interest on the EMD. If required by the NMCG, bidders will have to extend validity of their EMD.
- 5.3 Any tender not accompanied by EMD shall be rejected.
- 5.4 Bidder(s) who are registered with NSIC/MSME are exempted from furnishing the EMD. For such case, copy of the valid registration certificate must be enclosed with the bid.
- 5.5 The EMD shall be returned to unsuccessful Bidders after expiry of the final Bid Validity Period and latest on or before the 30th day after award of the contract.
- 5.6 EMD shall be forfeited if the bidder withdraws his bid during the period of tender validity.
- 5.7 EMD shall be forfeited if the successful bidder refuses or neglects to execute the Contract or fails to furnish the required Performance Security within the time frame specified by NMCG.
- 5.8** Validity of Bid: The bid must remain valid and open for acceptance for a period of **120 days** from the date of opening of Bid.

6. Late and Delayed Bids:

- 6.1 Bids must be received not later than the date and time stipulated in the RFP document. NMCG may, at its discretion, extend the deadline for submission of bids in which case all rights and obligations of NMCG and the bidder will be the same.
- 6.2 Any bid received by NMCG after the deadline for submission of bids, as stipulated above, shall not be considered.

7. Opening and Evaluation of Technical Bid

- 7.1 Technical Bids will be opened in the presence of the bidders’ representatives who choose to attend at the appointed place and time.
- 7.2 The Technical Bid of the bidder would be evaluated as per the eligibility criteria set out in the RFP document. Bids will be evaluated based on the information submitted by the bidders. However, NMCG reserves the right to seek clarification/documents from the bidders, if NMCG considers it necessary for proper assessment of the bid.
- 7.3 The Technical Bids will be evaluated based on eligibility criteria set out in the RFP.

8. Opening of Financial Bid and Final Evaluation

- 8.1 The firm should quote fees as per Financial Bid Proforma which is attached as Annexure VII
- 8.2 The Financial Bids of the technically qualified bidders shall be opened in the presence of such bidders' representatives who choose to attend.

9. The AMC Service contract will be awarded to Bidder on Least Cost Basis.**10. Right to accept any Bid and to reject any or all Bids**

- 10.1 NMCG is not bound to accept the least cost based bid or any bid and may at any time by giving notice in writing terminate the tendering process.
- 10.2 NMCG may terminate the contract/cancel the LOA if it is found that the bidder is blacklisted on previous occasions by any of the central/ state government ministry/ department/ institutions/ local bodies/ municipalities/ PSUs, etc.
- 10.3 NMCG may also terminate the contract/cancel the LOA in the event the Successful Bidder fails to furnish the performance security or fails to execute the agreement.
- 10.4 The National Mission for Clean Ganga reserves the right to terminate the contract at any time without assigning any reason. Any decision of NMCG with regard to the AMC will be binding on the service provider.

11. Award of Contract

- 11.1 NMCG will award the contract to the Successful Bidder to perform the contract satisfactorily as per the terms and conditions incorporated in the RFP document.
- 11.2 NMCG will communicate the Successful Bidder by Mail confirmed by letter transmitted by registered/ speed post that his bid has been accepted. This letter (hereinafter and in the condition of contract called the "Letter of Award") shall prescribe the amount which NMCG will pay to the Successful Bidder in consideration of the execution of work/services by them as prescribed in the contract.
- 11.3 The Successful Bidder will be required to commence the assignment as communicated by NMCG.
- 11.4 The Successful Bidder will be required to execute the contract for the services within a period of twenty (20) days from the date of issue of Letter of Award.

12. Performance Security

- 12.1 The Successful Bidder shall be required to furnish a Performance Security prior to sign the contract (for an amount which is 10% of total fee amount) in the form of Bank Guarantee (format is attached as Annexure-IX) from a Nationalized Bank in acceptable form in favor of

'National Mission for Clean Ganga' payable at New Delhi within seven (7) working days from issuance of LoA. The Performance Security shall remain valid for a period of sixty (60) days beyond the date of completion of all contractual obligations. In case the contract period is extended further, the validity of Performance Security shall also be extended by the Successful Bidder accordingly. In the event of breach/violation or contravention of any terms and conditions by the contractor, the said Performance Security shall be forfeited. In addition, the contract can also be terminated and firm may be blacklisted.

12.2 Failure of the Successful Bidder to comply with the requirements of above clauses shall constitute sufficient grounds or the annulment of the award and other actions as deemed necessary.

13. Schedule of Bidding Process

NMCG would endeavour to adhere to the following schedule:

Sr. No	Activity Description	Date(s)
1.	Issue of Open Tender	18.06.2020
2.	Visit may be done by interested bidder(s)	Up-till 25.06.2020 at 05:00 PM
3.	Last Date for Submission of Queries	Up-till 27.06.2020 at 05:00 PM
4.	NMCG's response to Queries by	Up-till 03.07.2020 at 05:00 PM
5.	Last Date for Submission of Bids	10.07.2020 at 11:00 AM
6.	Date for Opening of Technical Bids	10.07.2020 at 11:30 AM
7.	Date for Opening of Financial Bids	To be informed later

III. ELIGIBILITY CRITERIA**ELIGIBILITY CRITERIA:**

- a) The bidder should be Indian company/ partnership firm/ proprietary Firm/ others registered under the respective act of India.
- b) The bidder should have its office in Delhi/ NCR.
- c) Declaration with regards to blacklist/ debarred by any organization/ office to be submitted by the bidder as per format enclosed at Annexure-III
- d) The bidder shall be service provider with minimum experience of three (3) years during last five years in maintenance/ repair/ installation etc. in similar capacity of UPS and Inverter for govt. Ministries or Departments/ Private/ Public Sector. Copy of work order/ completion certificate/ feedback from client/ relevant documentary proof such as invoice/ payment receipt on completion of work assigned etc. shall be attached as evidence for undertaking the work.
- e) The bidder should have successfully completed at least three (3) AMCs (yearly basis) in similar capacity of UPS and Inverter for Govt. Ministries or Departments/ Private/ Public Sector during last five years.

In case of long term ongoing assignments (work order issued for more than a year), the same will be considered as single assignment subject to completion of at-least one year of said service.

Copy of work order/ completion certificate/ feedback from client/ relevant documentary proof shall be submitted.

- f) The average annual turnover of the Bidder during last three Financial years (FY2016-17, FY2017-18 and F.Y.2018-19) should be Rs.5,00,000/- (Rupees Five Lakhs) or more. Copies of CA Certified Balance sheet and Profit & Loss Account statement/ CA Certificate for the last three financial years should be submitted along with technical bid.
- g) The bidder should be duly registered with relevant tax authorities such as PAN, GST, etc. and documentary for such registration shall be furnished.

IV Scope of Work and Payment Milestones

1. **Scope of work:** The successful bidder shall cover the following services:

- a) AMC includes complete maintenance of installed UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA.
- b) The AMC shall be Comprehensive. The maintenance contract shall cover replacement of a part or all parts (genuine/ branded) except Batteries by the contractor free of cost, as and when required. This AMC shall also include laying of new cable line (in case required) and replacement of broken cable, wires etc.
- c) The rate quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the contract.
- d) During the validity of the contract, the service provider will have to render preventive maintenance services of the equipment at the frequency of at least once in every month. Batteries as well as equipment will be thoroughly cleaned, tested and kept in working condition all the time.
- e) If UPS/ Inverter is to be taken to the Service Station/ Workshop for repairs etc. with the permission of the National Mission for Clean Ganga, the service provider will provide alternative to NMCG.
- f) The service provider will attend all the calls from NMCG on all days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. NMCG reserves the rights to decide any job as urgent or unavoidable depending upon the nature of the job. The Service Provider is liable to take the maintenance job in the holidays due to urgency of work/ instruction of the In-Charge, Electricity/ Power Backup of this Office.
- g) All complaints have to be attended on immediate basis. In case, the service provider fails to attend the complaint, and due to urgency the services of an outside vendor are availed by the NMCG on payment basis, the service provider will be liable to reimburse the amount to NMCG.
- h) A schedule for the quarterly monitoring visit as a part of the preventive maintenance service should be developed at the beginning of the year and this should be approved from NMCG. The approved preventive maintenance schedule is to be strictly followed.
- i) There should not be loose cables, hanging boards, open laying cables etc.
- j) NMCG reserves the right to increase/ decrease the scope of work of AMC
- k) It shall be the responsibility of service provider to hand over the UPS and Inverter along-with its accessories, if any as included in the AMC back to the NMCG in fully working condition after completion of contract period.
- l) The NMCG shall have no liability, financial or otherwise, for any harm /damage/ injury incurred to the manpower deployed by the Contractor in the course of performing AMC. Neither service provider nor his workers shall have any claim on NMCG for compensation or financial assistance on this account.

- m) The firm/ service provider shall be responsible for any injury / accident to the person deployed by the contractor/firm for performing the AMC.
2. **Payment Milestone:** Payment of AMC will be made quarterly in arrears. Invoice should be supported with the logbook which will carry the details of visit(s) made during the quarter, maintenance activities carried-out during the quarter, items replaced/repaired during the quarter.

After verification of invoice and all the details, fees shall be paid within fifteen (15) days. Payment will be made only after certification for the satisfactory work done by the service provider. Necessary deductions on account of income tax and other deductions as per the provisions of the Contract and as required under the law shall be applicable. No other charges like transportation, fare etc. for providing the services, will be payable.

Annexure-I

Tender Submission Letter

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA – reg.

Ref: F.NO. AD-28/2/2020-GA NMCG

Dear Sir,

I/ We, the undersigned, offer for subject matter assignment. We are hereby submitting our bid, in a sealed envelope.

I/We, hereby declare that:

- (a) We are enclosing and submitting herewith our Bid with the details as per the requirements of the RFP, for your evaluation and consideration.
- (b) I/We have read carefully the terms and conditions of RFP document attached hereto and hereby agree to abide by the said terms and conditions.
- (c) The bid is unconditional.
- (d) I/We undertake that documents submitted are genuine/ authentic and nothing material has been concealed. I/We understand that the contract is liable to be cancelled, if it is found to be having obtained, through fraudulent means/concealment of information.
- (e) We shall make available to the NMCG any additional information it may find necessary or require to clarify, supplement or authenticate the Bid.
- (f) Until a formal agreement is prepared and executed, acceptance of this RFP document shall constitute a binding contract between NMCG and us subject to the modifications, as may be mutually agreed to, between NMCG and us.
- (g) We agree to keep this bid valid for acceptance for a period of ninety (120) days from the date of opening the bid.

We understand that the NMCG is not bound to accept any tender that the NMCG receives.

Yours faithfully,

Authorized Signatory
(With Name, Designation, Contact no. and Seal)

Note:

On the Letter head of the Bidder

Annexure-II

Bidder's Authorization Certificate

To

The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Sub: RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA – reg.

Ref: F.NO. AD-28/2/2020-GA NMCG

Dear Sir,

I/ We {Name/ Designation} hereby declare/ certify that {Name/ Designation} is hereby authorized to sign relevant documents on behalf of the company/ firm in dealing with tender No. _____ dated _____. He/ She is also authorized to attend meetings & submit technical & commercial information/ clarifications as may be required by you in the course of processing the Bid. For the purpose of validation, his/ her verified signatures are as under.

Thanking you,

Name of the Bidder: -

Authorized Signatory:

Verified Signature: -

Seal of the Organization:

Date: -

Place: -

Note: Please attach the valid power of attorney in favor of person signing this authorization letter.

Annexure-III

Performa for Affidavit
(on non-judicial stamp paper of Rs.100/-)

I _____ Proprietor/Director/Partner of the firm M/s _____ do hereby solemnly affirm that our firm M/s _____ has never been blacklisted/debarred by any organization/office and there has not been any work cancelled against them for poor performance in the last three years reckoned from the date of invitation of Bid.

.....
Name of the Bidder

.....
Signature of the Authorized Signatory

.....
Name of the Authorized Signatory

Place: _____

Date: _____

Annexure-IV

Information on Bidder's Organization

#	Particulars	Details
1.	Name of the Bidder	
2.	Registered office Address and Contact details of the Bidder	
3.	Office Address and Contact details located in Delhi/ NCR	
4.	Incorporation status of the Bidder (Company or Firm) (Relevant Certificate to be submitted in Technical Bid)	
5.	Year of Establishment	
6.	Nature of Business (Manufacturing/ Service/ Dealership/ Stockiest/ Repair & Maintenance/ Fabrication/ Others)	
7.	Type of products sold & serviced	
8.	Annual Turnover during last three financial years FY 2016-17, 2017-18 and 2018-19	
9.	Valid GST registration No. (Copy of certificate to be submitted)	
10.	Permanent Account No. (PAN) (Copy of PAN Card to be submitted)	
11.	Furnish name, designation and address with telephone of 2 responsible persons who will be in a position to testify about the quality and performance of your works as well as the past performance of your works	
12.	Whether you are authorized Dealer of any Company for Sales of UPS/ Inverter/ Others. (If yes, please specify the name of Company)	
13.	Whether you are authorized Service Agent of the brands like Numeric etc. Specify the brand.	
14.	Please specify your fields of activities (Such as sales/ service /Maintenance etc.)	

Name of the Bidder

Signature of the Authorised Signatory

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-V

Completed Similar Nature of assignments within the last five years for Govt. Ministries or Departments/ Private/ Public Sector

1. Details of works in the descending order of the Value of Work. (Enclose copies of supporting documents)

S. No.	Name and Address of Client	Nature and Description of Work	Value of Work	Date of issue of Work order	Date of Completion

2. Details of works under litigation / Arbitration during last three years, if any
3. Details of major equipment / machineries / Tools available for maintenance work:

S. No.	Name of the Equipment/ Tool	Usage

Supporting documents such as copies of documents as stipulated in the **Eligibility Criteria** to be attached. Assignments which are not supported by documentary evidence shall not be considered for evaluation.

.....
Name of the Bidder

Signature of the authorized signatory: _____

Name of the Authorised Signatory: _____

Date: _____

Place: _____

Annexure-VI

Financial Information of Bidder's Organization

(In Rupees)

S. No.	Parameters	FY 2016-17	FY2017-18	FY2018-19
1	Annual Turnover			
Average Turnover				

Note:

- The firm should have average turnover of Rs.5,00,000/- (Rupees Five Lakhs) or more in previous three financial years.
- Copy of CA Certified balance sheet and profit and loss account/ CA Certificate for the last three financial years must be submitted along with summary as cover page on bidder's letter head.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Date: _____

Annexure-VII

Format of Financial Bid Letter

To
 The Director General,
 National Mission for Clean Ganga,
 1st Floor, Major Dhyan Chand National Stadium,
 India Gate, New Delhi-110002

Sub: RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA – reg.

Ref: F.NO. AD-28/2/2020-GA NMCG

Dear Sir,

Having examined the Bidding Document placed along with tender, we, the undersigned, offer to provide service w.r.t. subject matter assignment for two year in conformity with the said RFP document and we herewith submit our Financial Bid.

We offer to provide the Services for the sum of **Rs. (Rupees) inclusive of all applicable taxes and any other charges** in accordance with the Price quoted as part of Financial Bid attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to provide Performance Bank Guarantee for the above purpose within the stipulated time schedule.

We agree to abide by the Bid and the rates quoted therein for the orders awarded by NMCG up-to the period prescribed in the Bid which shall remain binding upon us.

We undertake that, in competing for (and, if the award is made to us, in executing) the above Contract, we will strictly observe the laws against fraud and corruption in force in India.

We have complied with all the terms and conditions of the RFP. We understand and accept that you are not bound to accept the lowest or any Bid you may receive.

Dated thisDay of.....2020.

.....
 Name of the Bidder

.....
 Signature of the Authorised Signatory

.....
 Name of the Authorised Signatory

Place: _____

Summary of Costs:

S. No.	Description of Items	Total Qty.	Amount (INR)
1	NUMERIC 30 KVA FMI UPS*	03	
2	NUMERIC HPH 7.5 KVA INVERTER	01	
<i>Applicable Tax</i>			
Total Amount (including taxes)			
In words (Rupees)			

*UPS (3 Nos.) with the capacity of 30 KVA each.

Note:

1. I/We accept all the terms and conditions of your Bidding document referred to above.
2. I/ We understand you are not bound to accept any proposal you receive.

.....

Name of the Bidder

.....

Signature of the Authorised Signatory

.....

Name of the Authorised Signatory

Place: _____

Annexure-VIII

Format of Pre-Proposal Queries

To
The Director General,
National Mission for Clean Ganga,
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

Date:

Sub: RFP for providing Annual Maintenance Contract (AMC) Service of UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA – reg.

Ref: F.NO. AD-28/2/2020-GA NMCG

Dear Sir,

Following are the Clarifications and Comments from the Terms and Conditions and Scope of Work for the subject RFP. These Clarifications are exhaustive.

S. No.	Clause No. and Page reference	RFP text	Query
1			
2			
...			

Yours faithfully,

Authorized Signatory
(with Name, Designation, Contact no. and Seal)

*Note:
On the Letter head of the Bidder*

DRAFT FORM OF CONTRACT**I. CONTRACT**

THIS CONTRACT (hereinafter called the "Contract" is made on the _____ day of the month of _____ between

National Mission for Clean Ganga (NMCG), a society registered under the Societies Registration Act 1860, having its office at 1st Floor, Major Dhyan Chand National Stadium, India Gate, New Delhi-110002 (hereinafter called "NMCG" which expression shall, unless excluded by or repugnant to be context be deemed to include its administrators, successors and assigns) of the one part.

And

{Name of the Firm/ Company etc.} having its office at _____ (hereinafter called the "Service Provider" which expression shall, unless excluded by or repugnant to be context be deemed to include its successors, legal assigns, executors or administrators) of the second part

Whereas

- a) the Service Provider, having represented to the "NMCG" that he has the required professional skills, personnel and technical resources, has offered to provide in response to the RFP No. _ dated issued by the NMCG;
- b) the "NMCG" has accepted the offer of the Service Provider to provide the services on the terms and conditions set forth in this Contract.

NOW, THEREFORE, IT IS HEREBY AGREED between the parties as follows:

1. The following documents attached hereto shall be deemed to form an integral part of this Contract:
 - a) The General Conditions of Contract;
 - b) The Special Conditions of Contract;
 - c) The following Appendices (*to be completed at the time of contract signing*):
 - Appendix A: Scope of Work
 - Appendix B: Performance Bank Guarantee
2. The mutual rights and obligations of the "NMCG" and the Service Provider shall be as set forth in the Contract, in particular:
 - a) the Service Provider shall carry out and complete the Services in accordance with the provisions of the Contract; and
 - b) the "NMCG" shall make payments to the Service Provider in accordance with the provisions of the Contract.

IN WITNESS WHEREOF, the Parties hereto have caused this Contract to be signed in their respective names as of the day and year first above written.

All other terms and conditions of the RFP, bid document, clarifications, corrigendum and addendum if any shall form integral part of this Contract.

For and on behalf of
National Mission for Clean Ganga

For and on behalf of
{Chartered Accountants Firm}

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.....

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.....

II. General Terms and Conditions

1. GENERAL PROVISIONS

1.1. **Definitions** Unless the context otherwise requires, the following terms whenever used in this Contract have the following meanings:

- (a) "Applicable Law" means the laws and any other instruments having the force of law in India for the time being.
- (b) "Service Provider" means any professional/ firm that will do Statutory Audit of NMCG under the Contract.
- (c) "Contract" means the Contract signed by the Parties and all the attached documents listed in its Clause 1, that is this General Conditions (GC), the Special Conditions (SC), and the Appendices.
- (d) "Day" means calendar day.
- (e) "Effective Date" means the date on which this Contract comes into force and effect pursuant to Clause GC 2.
- (f) "GC" means these General Conditions of Contract.
- (g) "Government" means the Government of India.
- (h) "Party" means the "NMCG" or the "Service Provider", as the case may be, and "Parties" means both of them.
- (i) "Personnel" means professionals and support staff provided by the Service Provider or by any Sub-Contractor of Service Provider and assigned to perform the Services or any part thereof;
- (j) "SC" means the Special Conditions of Contract by which the GC may be amended or supplemented.
- (k) "Services" means the work to be performed by the Service Provider pursuant to this Contract, as described in Appendix A hereto.
- (l) "Third Party" means any person or entity other than the "NMCG", or the Service Provider.
- (m) "In writing" means communicated in written form with proof of receipt.

1.2. Law governing the Contract

This Contract, its meaning and interpretation, and the relation between the Parties shall be governed by the applicable laws of India, for time being in force as amended from time to time.

1.3. Subletting:

The Service Provider shall not sublet, transfer or assign this contract or any part thereof without the prior written consent/approval of the NMCG. In the event of the Service Provider contravening this condition, the contract is liable to be terminated and NMCG will be free to get the balance work or services under the contract executed at the risk and cost

of the Service Provider. The Service Provider shall be liable for all the losses, damage which the NMCG may sustain in consequence or arising out of such replacing of the Contract and/or personnel engaged by the Service Provider.

1.4. Headings:

The headings shall not limit, alter or affect the meaning of this Contract.

1.5. Notices:

1.5.1. Any notice, request or consent required or permitted to be given or made pursuant to this Contract shall be in writing. Any such notice, request or consent shall be deemed to have been given or made when delivered in person to an authorized representative of the Party to whom the communication is addressed, or when sent by registered post to such Party at the address specified in the SC.

1.5.2. A Party may change its address for notice hereunder by giving the other Party notice in writing of such change to the address specified in the SC.

1.6. Taxes and Duties:

The Service Provider shall be liable to pay such direct and indirect taxes, duties, fees and other impositions levied under the applicable laws of India.

1.7. Fraud and Corruption:

1.7.1. Definitions: It is the NMCG's policy to require that NMCGs as well as Service Provider observe the highest standard of ethics during the execution of the Contract. In pursuance of this policy, the NMCG defines, for the purpose of this provision, the terms set forth below as follows:

- (i) "corrupt practice" means the offering, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of a public official in the selection process or in contract execution;
- (ii) "fraudulent practice" means a misrepresentation or omission of facts in order to influence a selection process or the execution of a contract;
- (iii) "collusive practices" means a scheme or arrangement between two or more Service Providers, with or without the knowledge of the NMCG, designed to establish prices at artificial, non-competitive levels;
- (iv) "coercive practices" means harming or threatening to harm, directly or indirectly, persons or their property to influence their participation in a procurement process, or affect the execution of a contract;

1.7.2. Measures to be taken by the NMCG

(a) The NMCG may terminate the contract if it determines at any time that representatives of the Service Provider were engaged in corrupt, fraudulent, collusive or coercive practices during the selection process or the execution of that contract, without the Service Provider having taken timely and appropriate action satisfactory to the Employer to remedy the situation;

- (b) The NMCG may also sanction against the Service Provider, including declaring the Service Provider ineligible, either indefinitely or for a stated period, to be awarded a contract if it at any time determines that the Service Provider has, directly or through an agent, engaged in corrupt, fraudulent, collusive or coercive practices in competing for, or in executing, a NMCG- financed contract;

2. COMMENCEMENT, COMPLETION, MODIFICATION AND TERMINATION OF CONTRACT

2.1. Effectiveness of Contract

This Contract shall come into force and effect on the date (the “Effective Date”) of the NMCG’s notice to the Service Provider instructing the Service Provider to begin carrying out the Services. This notice shall confirm that conditions as stipulated in clause 2 of the SC.

2.2. Commencement of Services

The Service Provider shall begin carrying out the Services as per the instructions by Administration, NMCG

2.3. Expiration of Contract

Unless terminated earlier pursuant to Clause GC 2.7 hereof, this Contract shall expire at the end of such time period after the Effective Date as specified in the SC. The contract period may be further extended subject to the approval accorded by Competent Authority, NMCG.

2.4. Entire Agreement

This Contract contains all covenants, stipulations and provisions agreed by the Parties. No agent or representative of either Party has authority to make, and the Parties shall not be bound by or be liable for, any other statement, representation, promise or agreement not set forth herein.

2.5. Contract Price

The Contract Price for this Contract shall be the total cost of proposal submitted by Service Provider in the Financial Proposal. The Contract Price is including applicable taxes and duties if any payable and is as set forth in the SC.

2.6. Modifications or Variations:

(a) Any modification or variation of the terms and conditions of this Contract, including any modification or variation of the scope of the Services, may only be made by written agreement between the Parties.

(b) In cases of substantial modifications or variations, the prior written consent of the NMCG is required.

2.7. Force Majeure:

- 2.7.1. **Definition** (a) For the purposes of this Contract, “Force Majeure” means an event which is beyond the reasonable control of a Party, is not foreseeable, is unavoidable and not brought

about by or at the instance of the Party claiming to be affected by such events and which has caused the non-performance or delay in performance, and which makes a Party's performance of its obligations hereunder impossible or so impractical as reasonably to be considered impossible in the circumstances, and includes, but is not limited to, war, riots, civil disorder, earthquake, fire, explosion, storm, flood or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or other industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by Government agencies.

(b) Force Majeure shall not include (i) any event which is caused by the negligence or intentional action of a Party or by or of such Party's Sub-contractors or agents or employees, nor (ii) any event which a diligent Party could reasonably have been expected both to consider at the time of the conclusion of this Contract, and avoid or overcome in the carrying out of its obligations hereunder.

(c) Force Majeure shall not include insufficiency of funds or inability to make any payment required hereunder.

2.7.2. **No Breach of Contract:** The failure of a Party to fulfill any of its obligations hereunder shall not be a breach of, or default under, this Contract in so far as such inability arises from an event of Force Majeure, provided that the Party affected by such an event has taken all reasonable precautions, due care and reasonable alternative measures, all with the objective of carrying out the terms and conditions of this Contract.

2.7.3. **Measures to be Taken:** (a) A Party affected by an event of Force Majeure shall continue to perform its obligations under the Contract as far as is reasonably practical and shall take all reasonable measures to minimize the consequences of any event of Force Majeure.

(b) A Party affected by an event of Force Majeure shall notify the other Party of such event as soon as possible, providing evidence of the nature and cause of such event, and shall similarly give written notice of the restoration of normal conditions as soon as possible.

(c) Any period within which a Party shall, pursuant to this Contract, complete any action or task, shall be extended for a period equal to the time during which such Party was unable to perform such action as a result of Force Majeure.

(d) During the period of their inability to perform the Services as a result of an event of Force Majeure, the Service Provider, upon instructions by the "NMCG", shall either:

- i) Demobilize; or
- ii) Continue with the Services to the extent possible, in which case the Service Provider shall continue to be paid proportionately and on pro-rata basis, under the terms of this Contract.

(e) In the case of disagreement between the Parties as to the existence or extent of Force Majeure, the matter shall be settled according to Clause GC 8.

2.8. Termination:

The "NMCG" may terminate this Contract in case of the occurrence of any of the events specified in paragraphs (a) through (g):

- a) If the Service Provider fails to remedy a failure in the performance of its obligations hereunder,
- b) If the Service Provider becomes insolvent or go into liquidation or receivership whether compulsory or voluntary.
- c) If the Service Provider fails to comply with any final decision reached because of arbitration proceedings pursuant to Clause GC 8 hereof.
- d) If the Service Provider, in the judgment of the "NMCG", has engaged in corrupt or fraudulent practices in competing for or in executing this Contract.
- e) If the Service Provider submits to the "NMCG" a false statement which has a material effect on the rights, obligations or interests of the "NMCG".
- f) If the Service Provider fails to provide the quality services as envisaged under this Contract.
- g) If the "NMCG", in its sole discretion and for any reason whatsoever, decides to terminate this Contract.

2.8.1. In such an occurrence the "NMCG" shall give a not less than seven (7) days' written notice of termination to the Service Provider.

2.8.2. **Cessation of Rights and Obligations:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, or upon expiration of this Contract pursuant to Clause GC 2.3 hereof, all rights and obligations of the Parties hereunder shall cease, except (i) such rights and obligations as may have accrued on the date of termination or expiration, and (ii) any right which a Party may have under the Law.

2.8.3. **Cessation of Services:** Upon termination of this Contract by notice of either Party to the other pursuant to Clauses GC 2.7 hereof, the Service Provider shall, immediately upon dispatch or receipt of such notice, take all necessary steps to bring the Services to a close in a prompt and orderly manner and shall make every reasonable effort to keep expenditures for this purpose to a minimum.

2.8.4. **Payment upon Termination:** Upon termination of this Contract pursuant to Clauses GC 2.7 hereof, the "NMCG" shall make the following payments to the Service Provider:

(a) If the agreement is terminated, the Service Provider shall not be entitled to receive any agreed payments upon termination of the contract. However, the "NMCG" may consider making payment for the part satisfactorily performed on the basis of Quantum Meruit assessed by it, if such part is of economic utility to the NMCG. Applicable Under such circumstances, upon termination, the client may also impose liquidated damages as per the provisions of Clause 9 of this agreement. The Service Provider will be required to pay any such liquidated damages to NMCG within 30 days of termination date.

3. OBLIGATIONS OF THE SERVICE PROVIDER

3.1. General

3.1.1. **Standard of Performance:** The Service Provider shall perform the Services and carry out their obligations hereunder with all due diligence, efficiency and economy, in accordance with generally accepted professional standards and practices. The Service Provider shall always act, in respect of any matter relating to this Contract or to the Services, as faithful

adviser to the “NMCG”, and shall at all times support and safeguard the “NMCG’s legitimate interests in any dealings with Sub-Service Providers or Third Parties.

- 3.2. **Confidentiality:** Except with the prior written consent of the “NMCG”, the Service Provider and the Personnel shall not at any time communicate to any person or entity any confidential information acquired during the Services, nor shall the Service Provider and its Personnel make public the recommendations formulated in the course of, or as a result of, the Services.
- 3.3. **Insurance to be Taken out by the Service Provider:** The Service Provider shall take out and maintain, and shall cause any Sub-contractors to take out and maintain insurance, at their (or the Sub-contractors, as the case may be) own cost, insurance against any risks.
- 3.4. **Reporting Obligations:** The Service Provider shall submit to the “NMCG” the reports and documents specified in Appendix A, if applicable hereto, in the form, in the numbers and within the time periods as provided in the statute or by Administration Division, NMCG.
- 3.5. **Documents Prepared by the Service Provider to be the Property of the “NMCG”:** All data, reports and other documents prepared by the Service Provider for the “NMCG” under this Contract shall become the property of the “NMCG”, and the Service Provider shall, not later than upon termination or expiration of this Contract, deliver all such documents to the “NMCG”.

4. SERVICE PROVIDER’S PERSONNEL

- 4.1. **General:** The Service Provider shall provide technically sound and experienced Personnel as are required to carry out the Services.

5. OBLIGATIONS OF THE “NMCG”

- 5.1. **Assistance and Exemptions:** Unless otherwise specified in the SC, the “NMCG” shall use its best efforts to ensure that the Government shall:
- a) Provide the Service Provider, and Personnel with work permits and such other documents as shall be necessary to enable the Service Provider or Personnel to perform the Services.
 - b) Issue to officials, agents and representatives of the Government all such instructions as may be necessary or appropriate for the prompt and effective implementation of the Services.
 - c) Provide to the Service Provider and Personnel any such other assistance as may be specified in the SC.
- 5.2. **Change in the Applicable Law Related to Taxes and Duties:** If, after the date of this Contract, there is any change in the Applicable Laws of India with respect to taxes and duties, which are directly payable by the Service Provider for providing the services i.e. GST tax or any such applicable tax from time to time, which increases or decreases the cost incurred by the Service Provider in performing the Services, then the remuneration and reimbursable expenses otherwise payable to the Service Provider under this Contract shall be increased or decreased accordingly by agreement between the Parties hereto, and

corresponding adjustments shall be made to the ceiling amounts specified in Clause GC 6.1.

- 5.3. **Payment:** In consideration of the Services performed by the Service Provider under this Contract, the "NMCG" shall make to the Service Provider such payments and in such manner as is provided by Clause GC 6 of this Contract.

6. PAYMENTS TO THE SERVICE PROVIDER

6.1. Total Cost of the Services

- a) The total value of the AMC Services is as per Financial Bid and contract price is Rs. _____(Rupees_____only).
- b) There are no separate/additional payments will be made for any visits undertaken or incidental expenses incurred in compiling the documentation.
- c) Except as may be otherwise agreed under Clause GC 2.5 and subject to Clause GC 6.1(d), payments under this Contract shall not exceed the final amount.
- d) Notwithstanding Clause GC 6.1(b) hereof, if pursuant to Clause 5.2 hereof, the Parties shall agree that additional payments shall be made to the Service Provider to cover any necessary additional expenditures not envisaged in the cost estimates referred to in Clause GC 6.1(a) above, the ceiling or ceilings, as the case may be, set forth in Clause GC 6.1(b) above shall be increased by the amount or amounts, as the case may be, of any such additional payments.

- 6.2. **Currency of Payment:** All payments shall be made in Indian Rupees.

- 6.3. **Terms of Payment:** When contractor raises invoice, it should be supported with the details of visit(s) made during the quarter, maintenance activities carried-out during the quarter, items replaced/repaired during the quarter. The payments in respect of the Services shall be made as follows:

Payment Milestones:

#	Particular	Fee (in Percentage)	Fee (in Rupees)	Applicable Taxes	Total*
A	Fee for AMC Service w.r.t. Quarter 1	12.50			
B	Fee for AMC Service w.r.t. Quarter 2	12.50			
C	Fee for AMC Service w.r.t. Quarter 3	12.50			
D	Fee for AMC Service w.r.t. Quarter 4	12.50			
E	Fee for AMC Service w.r.t. Quarter 5	12.50			
F	Fee for AMC Service w.r.t. Quarter 6	12.50			
G	Fee for AMC Service w.r.t. Quarter 7	12.50			
H	Fee for AMC Service w.r.t. Quarter 8	12.50			
Total		100%			

*Inclusive of any other charges also.

a) **Performance Guarantee**—equivalent to 10% of total value of the Contract in the form of Bank Guarantee shall be produced prior to signing of the Contract. The validity of the Bank Guarantee is valid 60 days beyond the completion of all contractual obligations.

b) If the services rendered by the Service Provider are not acceptable to the NMCG, reasons for such non-acceptance should be recorded in writing; the NMCG shall not release the payment due to the Service Provider. This is without prejudicing the NMCG's right to levy any liquidated damages under clause 9. In such case, the payment will be released to the Service Provider only after it render the services and which is accepted by the NMCG.

c) All payments under this Contract shall be made to the accounts of the Service Provider specified in the payments milestone table.

7. FAIRNESS AND GOOD FAITH

7.1. **Good Faith:** The Parties undertake to act in good faith with respect to each other's rights under this Contract and to adopt all reasonable measures to ensure the realization of the objectives of this Contract.

7.2. **Operation of the Contract:** The Parties recognize that it is impractical in this Contract to provide for every contingency which may arise during the life of the Contract, and the Parties hereby agree that it is their intention that this Contract shall operate fairly as between them, and without detriment to the interest of either of them, and that, if during the term of this Contract either Party believes that this Contract is operating unfairly, the Parties will use their best efforts to agree on such action as may be necessary to remove the cause or causes of such unfairness, but no failure to agree on any action pursuant to this Clause shall give rise to a dispute subject to arbitration in accordance with Clause GC 8 hereof.

8. SETTLEMENT OF DISPUTES

8.1. **Amicable Settlement:** Performance of the contract is governed by the terms & conditions of the contract, in case of dispute arises between the parties regarding any matter under the contract, either Party of the contract may send a written Notice of Dispute to the other party. The Party receiving the Notice of Dispute will consider the Notice and respond to it in writing within 30 days after receipt. If that party fails to respond within 30 days, or the dispute cannot be amicably settled within 60 days following the response of that party, clause GC 8.2 shall become applicable.

8.2. **Arbitration:** In the case of dispute arising upon or in relation to or about the contract between the NMCG and the Service Provider, which has not been settled amicably, any party can refer the dispute for Arbitration under (Indian) Arbitration and Conciliation Act, 1996. Such disputes shall be referred to an Arbitral Tribunal consisting of 3 (three) arbitrators, one each to be appointed by the NMCG and the Service Provider, the third arbitrator shall be chosen by the two arbitrators so appointed by the parties and shall act as Presiding Arbitrator. In case of failure of the two arbitrators, appointed by the parties to reach a consensus regarding the appointment of the third arbitrator within a period of 30 days from the date of appointment of the two arbitrators, the Presiding arbitrator shall be appointed by the Secretary of the Ministry / Department. The Arbitration and Conciliation Act, 1996 and any statutory modification or re-enactment thereof, shall apply to these arbitration proceedings.

8.3. Arbitration proceedings shall be held in New Delhi, India and the language of the arbitration proceedings and that of all documents and communications between the parties shall be English.

8.4. The decision of a majority of arbitrators shall be final and binding upon both parties. The expenses of the arbitrators as determined by the arbitrators shall be shared equally by the NMCG and the Service Provider. However, the expenses incurred by each party about the preparation, presentation shall be borne by the party itself. All arbitration awards shall be in writing and shall state the reasons for the award.

9. LIQUIDATED DAMAGES

9.1. The amount of liquidated damages under this Contract shall not exceed 10% of the total value of the contract.

9.2. The liquidated damages shall be applicable under following circumstances:

In the event of Service Provider's default in maintaining the agreed time frame / scheduled set of activities as detailed in this Contract, the Service Provider shall be liable to pay 0.25% per day of the total cost of the services for delay or part thereof.

10. Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be New Delhi only.

III. SPECIAL CONDITIONS OF CONTRACT

SCC Clause No.	Ref. of GC Clause No.	Amendments of, and Supplements to, Clauses in the General Conditions of Contract
1.	1.6.1& 1.6.2	<p>Addresses: NMCG: National Mission for Clean Ganga (Ministry of Water Resources, River Development & Ganga Rejuvenation), 1st Floor, Major Dhyan Chand National Stadium, Near India Gate, New Delhi -110002 Tel: +91-11-23072900/901; Fax: +91-11-23049567</p> <p>Service Provider: </p>
2.	2.2	The time period shall be one week from the effective date.
3.	2.3	The time period shall be two years from the date of issuance of work order/ letter of award which may be further extended subject to the approval accorded by Competent Authority, NMCG.
4.	2.5	The contract Price is Rs. _____ (Rupees.....) inclusive of all applicable taxes, duties and any other charges.
5.	6.3 (a)	<p>The Performance Security amount equals to 10% of the contract value i.e., Rs. _____ (Rupees _____). The validity of the Bank Guarantee is valid 60 days beyond the completion of all contractual obligations.</p> <p>In case the contract period is extended further, the validity of Performance Security shall also be extended by the Agency accordingly.</p>
6.	6.3 (c)	<p>Account Details of the Service Provider: Name and Address of the Beneficiary: Bank: Branch: Address of the Bank: Account Number: Account Type: RTGS/NEFT/IFSC CODE: MICR NO:</p>

Appendix A

Scope of work: The successful bidder shall be cover the following services:

- a) AMC includes complete maintenance of installed UPS (3 Nos.) with the capacity of 30 KVA each and one Inverter with the capacity of 7.5 KVA.
- b) The AMC shall be Comprehensive. The maintenance contract shall cover replacement of a part or all parts (genuine/ branded) except Batteries by the contractor free of cost, as and when required. This AMC shall also include laying of new cable line (in case required) and replacement of broken cable, wires etc.
- c) The rate quoted shall remain in force for the full period of contract. No demand for revision of rates on any account whatsoever shall be entertained during the contract.
- d) During the validity of the contract, the service provider will have to render preventive maintenance services of the equipment at the frequency of at least once in every month. Batteries as well as equipment will be thoroughly cleaned, tested and kept in working condition all the time.
- e) If UPS/ Inverter is to be taken to the Service Station/ Workshop for repairs etc. with the permission of the National Mission for Clean Ganga, the service provider will provide alternative to NMCG.
- f) The service provider will attend all the calls from NMCG on all days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. NMCG reserves the rights to decide any job as urgent or unavoidable depending upon the nature of the job. The Service Provider is liable to take the maintenance job in the holidays due to urgency of work/ instruction of the In-Charge, Electricity/ Power Backup of this Office.
- g) All complaints have to be attended on immediate basis. In case, the service provider fails to attend the complaint, and due to urgency the services of an outside vendor are availed by the NMCG on payment basis, the service provider will be liable to reimburse the amount to NMCG.
- h) A schedule for the quarterly monitoring visit as a part of the preventive maintenance service should be developed at the beginning of the year and this should be approved from NMCG. The approved preventive maintenance schedule is to be strictly followed.
- i) There should not be loose cables, hanging boards, open laying cables etc.
- j) NMCG reserves the right to increase/ decrease the scope of work of AMC
- k) It shall be the responsibility of service provider to hand over the UPS and Inverter along-with its accessories, if any as included in the AMC back to the NMCG in fully working condition after completion of contract period.
- l) The NMCG shall have no liability, financial or otherwise, for any harm /damage/ injury incurred to the manpower deployed by the Contractor in the course of performing AMC. Neither service provider nor his workers shall have any claim on NMCG for compensation or financial assistance on this account.
- m) The firm/ service provider shall be responsible for any injury / accident to the person deployed by the contractor/firm for performing the AMC.

Appendix B

FORMAT FOR PERFORMANCE BANK GUARANTEE

To
National Mission for Clean Ganga
1st Floor, Major Dhyan Chand National Stadium,
India Gate, New Delhi-110002

WHEREAS _____ [Name and address of Project Management & Monitoring Tool Development Agency] (hereinafter called the "Vendor") has undertaken, in pursuance of Letter of Award/Contract No. _____ dated _____ to provide the services on terms and conditions set forth in this Contract _____ [Name of contract and brief description of works] (hereinafter called the "the Contract").

AND WHEREAS it has been stipulated by you in the said Contract that the Service Provider shall furnish you with a Bank Guarantee by a recognized bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract;

AND WHEREAS we have agreed to give the Service Provider such a Bank Guarantee;

NOW THEREOF we hereby affirm that we are the Guarantor and responsible to you, on behalf of the Service Provider up to a total of _____ [amount of Guarantee] _____ [in words], such sum being payable in the types and proportions of currencies in which the Contract Price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ [amount of Guarantee] as aforesaid without your needing to prove or to show grounds or reasons for your demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Service Provider before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the services to be performed there under or of any of the Contract documents which may be made between you and the Service Provider shall in any way release us from any liability under this guarantee, and we hereby waive notice of any such change, addition or modification.

The liability of the Bank under this Guarantee shall not be affected by any change in the constitution of the Service Provider or of the Bank.

"This guarantee shall also be operatable at our..... Branch at New Delhi, from whom, confirmation regarding the issue of this guarantee or extension / renewal thereof shall be made available on demand. In the contingency of this guarantee being invoked and payment there under claimed, the said branch shall accept such invocation letter and make payment of amounts so demanded under the said invocation."

Notwithstanding anything contained herein before, our liability under this guarantee is restricted to Rs. _____ (Rupees _____) and the guarantee shall remain valid till _____. Unless a claim or a demand in writing is made upon us on or before _____ all our liability under this guarantee shall cease.

Notwithstanding anything contained hereinabove:

- D. Our liability under this guarantee shall not exceed Rs. _____ (Rupees _____).
- E. This bank guarantee shall be valid up-to _____.
- F. 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 _____.

Signature and Seal of the Guarantor _____

In presence of

Name and Designation

1. _____
(Name, Signature & Occupation)

Name of the Bank

Address

2. _____
(Name & Occupation)

Date