

Tender Draft

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F.No. D-15001/2/2020/A&G

Government of India
Publications Division
Ministry of Information & Broadcasting
Soochana Bhawan, CGO Complex, Lodi Road
New Delhi 110 003

Dated: 16.03.2020

Publications Division, Ministry of Information & Broadcasting, Govt. of India invites sealed bids only from reputed, experienced and financially sound companies/firms/agencies (fulfill the eligibility criteria) for awarding of Comprehensive Contract for Maintenance (including all costs) of 113 Air Conditioners (51 Window ACs, 36 Split ACs and 26 Cassette ACs) in its office at Soochana Bhawan, CGO Complex, Lodhi Road, New Delhi, Feeder Store, Faridabad and Old Secretariat, Delhi for a initial period of eight months from the date of awarding of the AMC as per the terms and conditions enclosed.

- (a) Tender No. & Date: : D-15001/2/2020/A&G
(b) Last Date & Time of Receipt of Tender : 30.03.2020 by 3.00PM
(c) Date, Time & Venue of opening of Technical bid : 16.03.2020 at 3.30 PM (Room No. 666 of Soochana Bhawan, Lodhi Road, New Delhi 110003)
(d) Initial Contract Validity : Eight month (extendable for ~~Same period next year and subsequent years~~)

Tenderers are requested to submit their offer in two parts, namely Technical bid and Financial bid in the following manner:-

- (i) Both the "Technical Bid" and "Financial Bid" should be sealed separately in two envelopes along with the specified enclosures.
- (ii) Both sealed envelope should be super-scribed with "Tender for **Comprehensive Contract for Maintenance of Air Conditioners in DPD**" Tender No. D-15001/2/2020/A&G and marked as "Technical Bid" or "Financial Bid" as the case may be.
- (iii) The financial bid cover should contain the rate offer (Annexure III) only. The technical bid cover should contain "Tender documents" duly signed on each page along with all other documents.
- (iv) All the Technical Bids will be scrutinized for suitability.
- (v) Financial Bids will be opened at a later date, which will be duly intimated to successful tenderers through e-mail/phones whose Technical Bid is found acceptable.
- (vi) Tender document can be downloaded from our website www.Publicationsdivision.nic.in and e-procurement portal <https://eprocure.gov.in/epublish/app>.

- (vii) The bigger sealed envelope containing the technical and financial bids should be sent to the following address on or before the specified last date and time of receipt of tender. Tender received after the due date and time will be summarily rejected.
- (viii) Pr. DG, DPD reserves the right to reject or select any bid without assigning any reason thereof.
- 6 The said two sealed envelopes should be kept in one bigger size sealed envelope, which should also super-scribed as "Tender for Comprehensive Contract for Maintenance (including all costs) in DPD" Tender No. D-15001/2/2020/A&G with last date of submission 30.03.2020, should reach the Section Officer, Room No 691, DPD, Soochna Bhawan, CGO Complex, Lodhi Road, New Delhi-110003 on or before 30.03.2020 PM on 3.00PM. Failure to receive the same within the stipulated date and time will lead to disqualification of the bid.



(B.K. Biswas)
Deputy Director(Admn.)
Tel : 011 2436 8009

Details of Technical Bid

1. Eligibility criteria/documents to be submitted in Technical Bid envelope.

- 1 The bidder should have been in the business of air conditioner repair and maintenance and services for at least last three year. A certificate from the authorized signatory of the company is to be enclosed along with the Technical bid in this regard.
- 2 The firm should be located in the Delhi/NCR within 30 kilometer from this office and should have experience in comprehensive maintenance of various types of ACs and in at least two different organizations, one of which must be a Govt/PSU organization during the past 2 years i.e. 2017-18 or 2018-19 wherein the size of a single comprehensive AMC should be for a minimum of 50 air conditioner. Certified copies of AMC must be submitted alongwith Technical Bid as proof of experience.
- 3 The firm should be registered with Income Tax Department & GST. Certified copies of PAN card and GST registration certificate are to be submitted in the cover of Technical Bid as proof of each.
- 4 The annual turnover of bidder firm during the last three years should be at least ₹5 lakhs for each year. Documentary evidence to this effect i.e. CA certificate for each of the 2 years.
- 5 Earnest Money Deposit (EMD) of ₹20,000/- (Twenty Thousand only) in the form of a Demand Draft/Pay Order in favour of Accounts Officer (Cash), DPD, New Delhi should be enclosed in the cover containing Technical Bid cover superscribed 'Maintenance Contract of Air Conditioners in DPD'. Technical bids received without EMD shall be disqualified and shall not be considered for Financial Bid opening.

2. Validity of contract & renewal/termination of contract:

- a. The period of maintenance shall ordinarily be valid for 8 (eight) months with effect from the date of awarding of the contract by DPD. This period may be further extended as per the requirement of DPD for the same period of next year or subsequent years at the same rate and terms of tender subject to satisfactory performance of the agency.
- b. DPD reserves the right to abandon or terminate the contract at any time without assigning any reason thereof, after giving one month notice to the contractor. In the event of the service / work being found unsatisfactory and /or not according to the specifications and standards laid down in this contract, the contract may be terminated at one month's notice (after giving time to the contractor) and performance security deposit may also be forfeited.

- 42 c. In the event of termination of contract on account of unsatisfactory/ substandard services, DPD shall not accept any responsibility for any loss suffered by the contractor. In case of termination of contract on account of unsatisfactory / substandard services, DPD shall be at liberty to get the job completed from alternative sources at the risk and cost of the contractor.

3. Scope and Implementation

a. This will be a Comprehensive Maintenance Service Contract which includes cleaning, oiling, washing, greasing, fitting of switch/wire/plug, filling of gas, replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines (including copper pipes) replacement of compressors, Starting/Running Capacitor, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units of A.C.'s, stabilizers rewinding of motors, providing ball bearing of motors, fan blades, Electronic Control Circuitry, Remote Control Units, ground connection, checking and maintain of main plug connection, and all other remaining spare parts as and when required.

b. This includes repair, maintenance and service of all types of ACs, replacement of original parts including compressors, installation and dismantling of all types of air conditioners whether repairable or non-repairable, installation or de-installation of air conditioners (if DPD requires) including providing ply board etc. for the purpose of shifting from one room to another and also providing materials including gas/standby compressor (to be stationed at Soochana Bhawan).

c. All the firm are advised to examine the condition of all AC's (Window/split and cassette) fitted in entire office of DPD/EN at Soochana Bhawan, Feeder Store, Faridabad and Old Secretariat, Delhi and submit their bids accordingly. The contract is once awarded, the entire responsibility for satisfactory performance of all ACs rests at the agency's end.

d. No separate payment will be made towards replacement of spare parts, if required at later stage. The spare part to be replaced/ repaired, in the air conditioners/stabilizers should be genuine and of original make. Failing which the contract will be cancelled and security deposit/bank guarantee may be forfeited. The firm will be required to show the new spare parts to Section Officer/Caretaker, A&G section of DPD before replacing the same.

e. Only qualified/ skilled mechanics/service engineers of the firm, who should be accessible on mobile phone, and required to be present in the Division on all working days from 9.30 AM to 6 PM as and when requirement arise. The rate quoted by the firm in the financial bid should be inclusive of the payment to be made to the mechanic/service engineer. No separate payment shall be made by DPD in this regard.

f. The service engineers may also require to attend the major work/complaint on gazetted holidays and weekends as deemed necessary by the Division.

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g. The successful firm/contractor shall ensure onsite internal and external cleaning of every air conditioner covered under the comprehensive maintenance contract at least once in 30 days. One person shall be deputed for the purpose by the firm. A monthly report regarding the same should be submitted to the Caretaker, General Administration section of DPD every month.

h. The contractor shall intimate the status of complaints pending / rectified on a daily basis. The contractor shall also submit a consolidated report furnishing the details of calls attended, remedial action taken and their status update on monthly basis. The same has to be furnished along with the bill submitted by the firm for the payments.

i. The contractor shall provide new and original genuine spare parts, assemblies and subassemblies in place of such items, which develop defects / suffer breakdown during the period of contract, original equipment manufacturer(s)/original equipment supplier(s) and a copy of the same shall be furnished to DPD for reference.

j. All the complaints should be attended within two hours from the time of the complaint. In case of frequent unresponsiveness of attending complaints, the contract shall be cancelled forthwith and bank guarantee shall be forfeited. The firm is also liable to be black listed.

k. Complaints have to be rectified within the 48 hours, if the same cannot be rectified within the time frame, a standby AC has to be provided by the firm till the faulty AC is rectified of all complaints. If the defective AC is not repaired within the stipulated period a penalty of Rs 500/- will be charged per day.

l. Any financial loss caused due to the damage of any part of the ACs installed in the Division during the period of comprehensive maintenance contract would be deducted from the bank guarantee/pending bill of the firm.

m. No air conditioner shall be taken out by the mechanic to the workshop of the firm. The work is to be carried out in the premises of this office only. However, the work which can't be done in the office premises would be allowed to be done outside with prior written permission from A&G section and no transportation or labour charge will be paid by DPD for this work.

n. On the expiry of the contract, the firm should ensure and submit a certificate of undertaking that all the air conditioners are in good working condition, failing which the bank guarantee will not be released.

4. Award of Contract:

a. The maintenance contract will be awarded on the basis of combined lowest rate quoted and total expenditure worked out for specified number of all AC's will be applicable for additional/reduced workable AC's.

40 b. Acceptance of the bid shall be communicated by DPD to the successful bidder by a formal letter of acceptance. The successful bidder shall be required to sign a 'Comprehensive Maintenance Contact Agreement', on a stamp paper of ₹ 100/-, accepting all the terms and conditions of the contract, which is to be furnished by him within one week of receiving communication regarding acceptance of his/her bid.

c. The successful bidder shall submit a certificate within 10 days of the award of the contract that all the ACs have been taken over by him failing which the earnest money may be forfeited.

d. The successful bidder shall furnish, a bank guarantee valid up to three months after the date of expiry of the contract, for an amount of ₹50,000/- (Rupees Fifty Thousand only) or 10% of the amount of maintenance contract whichever is higher.

e. The antecedents of mechanics deployed should be properly verified and all related documents related with their details like name, address, photographs, contact no. etc. will have to be provided to DPD by the firm.

f. The contractor shall not transfer the contract or any benefit or liability there under to any persons) or company (ies).

5. Terms & Conditions :

a. Payment for the maintenance contract will be made in 4 (four) instalments on two month basis. The bill should be accompanied by a comprehensive report by the firm on the satisfactory performance of all the air conditioners for which payment is being claimed.

b. Payment shall be made by electronic transfer to the account of the firm on submission of bill in triplicate. The bidder should furnish details of its bank account in Annexure IV of the tender document along with the copy of the cheque pertaining to the said bank account.

c. The applicable GST or any other taxes etc. presently in force for execution of the work will be entertained by DPD against a valid registration number/certificate issued by the respective department. DPD shall deduct the TDS on payment imposed by the Government on such charges as may arise from the implementation of the contract agreement.

d. If required, the agency may be asked to provide services on the same rate and terms of tender in Employment News at 7th Floor of Sookhana Bhawan, New Delhi.

e. No payment for comprehensive maintenance contract for a particular air conditioner will be made if the air conditioner is out of order for more than 7 days in one season and penalty as applicable shall be levied.

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f. If an air conditioner is disposed off by the Directorate or condemned, the payment of maintenance contract charges will be made only till the period the air conditioner remained in use/workable.

g. The number of air conditioners under the maintenance contract may increase or decrease as per requirement of the Directorate during the contract period, in such cases payment shall be made on prorata basis.

h. Rate revision in the contract amount is not be permitted during the validity period of the contract for any reason including during the extended periods, if any.

i. All security and safety guidelines, rules & regulation as per the applicable law are to be followed by the agency.

6. Arbitration

a. In case of any dispute / disagreements so as to the interpretation of any clause or otherwise, relating to the contract, that may arise during or after the execution of the contract, the matter shall be referred to the person(s) to be appointed or nominated by the Pr. DG/DG, DPD whose decision regarding the interpretation shall be final. The proceedings of the arbitration shall be carried out only in Delhi.

7. Handing Over

a. At the time of expiry of contract, all the AC's under maintenance shall be handed over in working condition to DPD so that handing over of contract of maintenance to the next year takes place in a smooth and hassle free manner.

b. Any equipment not found in working condition on the last working day of the contract period shall have to be rectified / repaired by the contractor within the next 10 working days without any extra cost, failing which the equipment shall be got rectified by DPD from alternative sources and the cost thereof shall be deducted from the pending bill/performance security.

8. Other Remarks:

a. Annexure II consisting of Part A, B, & C and all forms of the Technical Bid shall be properly filled up. The information asked for must be furnished in the given format only which should be supported by necessary document wherever required. Annexure II alongwith all the documents should be submitted in a separate envelope superscribed as "Technical Bid" on the cover of Technical Bid. All the pages of Annexure II should be signed by the authorized representative of the firm. Part C should be signed and sealed by Chartered Accountant as well as the authorized representative of the firm.

b. Incomplete or conditional tender will be treated as unresponsive bid and therefore rejected. The bidder shall furnish (upload) with the bid all information as sought in this tender document in the absence of which the bid is liable to be rejected.

38 c. If any information furnished by bidder is found to be incorrect or false at any point of time, the bid/contract will be liable to be terminated without any notice and the Earnest Money Deposit (EMD)/bank guarantee is liable to be forfeited.

d Earnest Money Deposit (EMD) of unsuccessful bidder will be returned on finalization of the maintenance contract. No interest will be paid on the EMD amount.

e The EMD is liable to be forfeited, if the tenderer withdraws or impairs or derogates the bid in any respect or manner within the period of validity of the contract.

f No exemption will be ordinarily given to any firm with regard to deposit of Earnest Money Deposit (EMD). However, the firms which are exempted from submission of EMD shall be dealt as per General Financial Rules, 2017 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant certificates/documents regarding such exemption should be submitted along with the Technical bid in order to be eligible for such exemption.

9. Financial Bid :

a. The Financial Bid (Annexure III) and should be enclosed in the sealed cover containing the Financial Bid.

b. **Financial bids will be evaluated and L-1 tender will be finalized on the basis of the total/overall maintenance contract charges for the items no. 1+2+3 taken together.**

c. The rates are to be quoted in the format for financial bid given in Annexure –III, only. The rates should be quoted both in figures and words.

d. The rates quoted will remain in force for the full period of contract. Demand for revision of rates on any account shall not be entertained during the contract period.

e. The rate should be compulsorily be quoted for all the items otherwise the bid shall be treated as incomplete and unresponsive bid and therefore shall be rejected.

TECHNICAL BID

Part A: GENERAL INFORMATION

(To be filled in by the bidder and to be submitted in technical bid cover)

1. Name of the company : _____
2. Office Address: _____
- (a) Postal _____
- (b) Fax No. _____
- (c) Telephone No. (s) _____
- (d) Website Address _____
- (e) E-Mail Address _____

3. Type of Organization: Individual/Partnership/Incorporated (Please tick)

4. (i) Year of establishment

(ii) Year in which air conditioner repair maintenance & services were started:

Note: Certificate from authorised representative of company in letter head of company certifying at least 3 years of experience to be enclosed as proof.

5. Bank Details: (As per Annexure IV)

6. PAN number: _____

Note: (Copy of PAN to be enclosed as proof)

7. GST registration number: _____

Note: (Copy of certificate to be enclosed as proof)

8. Details of EMD Amount: ₹-_____

DD No and DD date _____

Name of issuing bank _____

We hereby undertake that terms and conditions of the tender document are acceptable.

Signature of tenderer

Date:

Name

Place:

Office Seal

ANNEXURE II (Continued)

Part B:Details of all Annual Maintenance Contracts Executed/Under Execution since 01.01.2016

S. No.	Name of Organization/Address	Contract Period		Value of AMC (in Rs)	Size of the AMC (numbers)
		From	To		
1					
2					
3					

Signature of tenderer

Date:

Name

Place:

Office Seal

ANNEXURE II (Continued)

Part B:Details of all Annual Maintenance Contracts Executed/Under Execution since 01.01.2016

S. No.	Name of Organization/Address	Contract Period From To	Value of AMC (in Rs)	Size of the AMC (numbers)
1				
2				
3				

Signature of tenderer

Date:

Name

Place:

Office Seal

Part CPROFORMA FOR ANNUAL TURNOVER

TO WHOMSOEVER IT MAY CONCERN

This is to certify that M/s _____

Is under the business of repairing of Air conditioners etc for the last _____ years viz.
The annual turnover during last two years as follows:

Year 2017-18 ₹ _____

Year 2018-19 ₹ _____

Seal and Signature of the Chartered Accountant

Membership number

Date:

Name

Place:

Office Seal

Annexure IVDetails of bank account

(Real Time Gross Settlement (RTGS)/National Electronic Fund Transfer (NEFT) facility for receiving payments)

S.No.	Particulars	To be filled by the bidder
1.	Name of Account Holder	
2.	Address of Account Holder	
3.	Name of the Bank	
4.	Name and Address of Branch	
5.	IFSC Code	
6.	MICR Code	
7.	Account Number	
8.	Type of Account	

I, hereby, declare that the particulars given above are correct and complete. If the transaction is delayed or not effected at all for reasons of incomplete or incorrect information, I would not hold the user Directorate responsible.

Date:

Place:

Name:

Designation:

Seal:

(Signature of Account Holder)

Note: Please provide photocopy of cheque

Annexure III

Proforma for Financial Bid for Comprehensive Contract for Maintenance of ACs in DPD

(Your rates should be quoted on the following lines including cost of material and all other incidental charges etc. The applicable GST will be paid separately)

Description of Job	Basic rate per unit in Rs (A)
Comprehensive AMC includes	
1) <u>Maintenance & Service of window AC</u> including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, filling of gas, replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines replacement of compressors, Starting /Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units, provided for specific time running of A.C.'s, stabilizers rewinding of motors, providing ball bearing of motors, fan blades, Electronic Control Circuitry, Remote Control Units, ground connection, checking and maintain of main plug connection, and all other remaining spare parts as and when required.	
(Rupees _____)	
2) <u>Maintenance & Service of Split AC</u> including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, filling of gas, replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines (including copper pipes) replacement of compressors, Starting / Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units, provided for specific time running of A.C.'s, stabilizers rewinding of motors, providing ball bearing of motors, fan blades, Electronic Control Circuitry, Remote Control Units, ground connection, checking and maintain of main plug connection, and all other remaining spare parts as and when required.	
(Rupees _____)	
3) <u>Maintenance and Service of Cassette AC</u> including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, filling of gas, replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines (including copper pipes) replacement of compressors, Starting Capacitor, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units, provided for specific time running of A.C.'s, stabilizers rewinding of motors, providing ball bearing of motors, fan blades, Electronic Control Circuitry, Remote Control Units, ground connection, checking and maintain of main plug connection, and all other remaining spare parts as and when required	

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(Rupees _____)	
4) Installation & shifting of Cassette AC (New & Old) replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines (including copper pipes)	
(Rupees _____)	
5) Installation & shifting of Window AC	
(Rupees _____)	
6) Installation & shifting of Split AC replacement of any component of air conditioners (outdoor and indoor unit) inlet and outlet pipelines (including copper pipes)	
(Rupees _____)	
6. Present applicable GST rate % (in percent)	

Signature of authorized person the firm

Date

Name

Place:

Office Seal

Financial bids will be evaluated and L-1 tender will be finalized on the basis of the total/overall maintenance contract charges for the items no. 1+2+3 taken together.