

D-13011/1/2017-Genl
Government of India
Ministry of Minority Affairs
(Genl. Section)

11th Floor, Pt. Deendayal
Antyodaya Bhawan,
C.G.O. Complex, Lodhi Road,
New Delhi

Dated: 07.02.2017

Subject:- Comprehensive Annual Maintenance Contract of Air Conditioners-reg.

Sealed quotations are invited from reputed / registered firms for awarding of Comprehensive Annual Maintenance Contract of Air Conditioners (Spilt, Window, Tower and Cassette AC) installed in Ministry of Minority Affairs 1st & 11th Floor, Pt. Deendayal Antyodaya Bhawan, ISIL Building , 3rd Floor, 9 Bhagwan Das Road, New Delhi and residential office of Hon'ble Minister on the terms and conditions enumerated in the following paragraphs:

A. Details of tender:-

- a) Office of issue : Ministry of Minority Affairs
b) Tender Notice No : D-13011/1/2017-Genl
c) Date of issue of Bid document : 07/02/2017
d) Last date and time for receipt of tenders : 21/02/2017
e) Time and date for Opening the Technical tender : 3.30PM on 21.02.2017

Date of opening of the Financial Bid will be informed at time of Opening of Technical bid.

- f) Place of opening the tender : Room No.-1151, B-2 Wing,
11thFloor,Pt. Deendayal
Antyodaya Bhawan,
CGO Complex,New Delhi
(g) Address for communication : Section Officer (Genl.)
B-2 Wing, 11thFloor,
Pt. Deendayal Antyodaya
Bhawan, CGO Complex,
New Delhi

Terms and Conditions for awarding contract for the maintenance / repair of Air Conditioners in this Ministry as per Annexure-I.

Eligibility Conditions:-

1. The bidding Firm should be registered in Delhi/New Delhi and should have a well established office in the municipal limits of NCT of Delhi.
 2. The Firm should have I.T.I, Air Conditioning & Refrigeration Trade Certificate and should have on its rolls, experienced Service Engineers who have qualified from the State/Centre recognized institutions. A **list** of Service Engineers should be **submitted with** Technical Bid.
 3. The Firm should have an experience of at least 2 years of working in Government Offices.
 4. The firm should have an annual turnover of not less than Rs. 25.00 lakhs in the last three years.
 5. The company should not have been blacklisted by any authority; A certificate to this effect should be submitted along with the Technical Bid.
 6. Bid should be valid for a period of 60 days.
 7. Tenderers should furnish **Earnest Money Deposit (EMD) amounting Rs.30,000/- (Rupees Thirty Thousand only)** in the form of demand draft drawn in favor of DDO, Ministry of Minority Affairs, New Delhi, payable at Delhi. EMD will be forfeited if the successful bidder withdraws his offer in due course.
 8. The firms should furnish copies of PAN Number/Service Tax No.NAT Registration No./EPF/ESI etc.
 9. The bid should be accompanied with a signed copy of the terms and conditions stipulated for award of the contract, conveying his acceptance of the same.
 10. Conditional tender will not be entertained. Similarly, quotations received after stipulated date and time will also not be considered under any circumstances.
- 2 **Submission of Bid:** The Bid should be in two parts:- Technical bid and Financial bid, Technical bid and Financial bid should be placed in separate sealed covers super scribed "Technical Bid" and "Financial Bid" respectively and thereafter both the covers should be placed in bidder third sealed cover super scribed as **'Quotation for Comprehensive Annual Maintenance Contract of Air Conditioners (Spilt, Window, Tower and Cassette AC)'** and addressed to the Section officer (Gent.), 11th Floor, Pt. Deendayal Antyodaya Bhawan, C.G.O. Complex, Lodhi Road, New Delhi-110003.



3. The Technical bids should be submitted along with information /documents as per **Annexure-II**. It may be ensured that attested copies of the all documents mentioned in Annexure-I and all relevant documents should be attested by a Gazetted Officer of the Government of India or State Governments should enclosed along with Technical bid.

4. **Financial bid:** The Financial Bid, in separate envelope should be strictly as per the format given in **Annexure-III**: The rates quoted in the financial bids should be both in words and figures. Quotations with any cutting or overwriting in figures will not be considered, unless corrections are countersigned. The financial bid should be properly sealed and signed.

5. **Earnest Money Deposit** will be returned to be unsuccessful bidders without interest after the tender is finalized. EMD without interest to the successful bidder will be returned on receipt of Performance Guarantee/Security/Fixed Deposit Receipts etc.

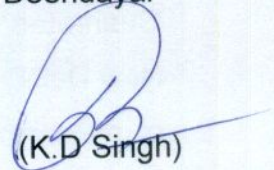
6. **Performance Security:-** The successful bidder will have to deposit **Rs.30,000/- (Rupees Thirty Thousand only)** in the form of **Fixed Deposit** Receipt/Bank Guarantee from any Commercial bank in favour of "DDO, **Ministry of Minority Affairs, New Delhi**" which shall remain valid for a period of 60 days beyond the date of completion of all contractual obligations. The Security deposit shall be forfeited in case of any deviation of terms by the contractor or violation of instructions given by Ministry. Upon termination/expiring of contract, the deposit shall be returned after deduction of dues, if any, without interest.

7 **Challenging Criteria:**

- (a) Any dispute on any point in connection with providing of services of Comprehensive Annual Maintenance Contract of Air Conditioners (Split, Windows, Tower and Cassette ACs) in this Ministry will be referred to the Ministry. The competent authority in the Ministry will discuss the problem with the Firm mutually and the decision taken will be final and binding.
- (b) In the event of any dispute or difference arising between parties pertaining to or relating to this agreement, the same shall be referred to arbitration by a sole arbitrator appointed by this Ministry. All proceedings of such arbitration shall be governed by the Arbitration and Conciliation Act, 1996 or any amendment thereof. The venue of such arbitration shall be the office of Ministry of Minority Affairs, Pt. Deendayal Antyodaya Bhawan or any other place mutually decided upon. In this case, the sole arbitrator will be the Joint Secretary who is in-charge of General Administration of this Ministry.



- 8 The power to accept or reject tender rests with the Ministry, The Ministry reserve it right to scrap the entire tender process without assigning any reasons thereof.
- 9 The tender/contract is further subject to the terms and conditions attached at **Annexure-I.**
- 10 These tender documents can be downloaded from the Ministry's website www.minorityaffairs.gov.in or can be collected from Section Officer (Genl.).
- 11 Sealed quotations must be dropped only in the **Tender Box of Ministry of Minority Affairs kept at Ground floor of Pt. Deendayal Antyodaya Bhawan, New Defhi-110003 by 3.00 P.M. on 21.02.2017.** Tenders sent by fax/speed post or courier will not be considered. The quotations will be opened on the same day at 3.30 P.M. in Room no. 1151, 11th floor, Pt. Deendayal Antyodaya Bhawan, CGO Complex, New Delhi who may be present.



(K.D Singh)

Under Secretary to the Govt. of India

Copy to:

1. Technical Director (NIC) for uploading the tender document on the website of this Ministry: www.minorityaffairs.gov.in

TERMS & CONDITIONS:

- I. The rates of comprehensive maintenance of Air Conditioners will include gas refilling, repair of voltage stabilizers, repair/replacement of fan motors, re-winding of motors, cleaning, oiling, chemical washing, greasing (General servicing), replacement of filters/ relay/ thermostat, metal clad plug, fixing of wires/ plugs, Insulation, running/ starting capacitors and repair/ replacement of all minor and major parts and labour charges etc.
- II. Attested copies of Registration Certificate of the firm, I.T.I Trade Certificates in Air Conditioning & Refrigeration issued to the Firm, and list of Service Engineers, alongwith their qualifications, who are on its roll should be submitted.
- III. The items /parts to be used/replaced for repairing of Air Conditioners/Stabilizers etc, should be **ISI marked & from reputed brands.**
- IV. The successful firm will be required to start working immediately on award of the contract The Ministry shall, however, have the right to terminate the contract at any time without assigning any reason thereof,
- V. The contractor must depute good/experienced Service Engineers, who possess Trade Certificate in Air-conditioning & Refrigeration to attend to complaints. Two suitably qualified service engineers will be deputed everyday in the Ministry's offices at Pt. Deendayal Antyodaya Bhawan and Residential offices of Hon'ble Minister of State (I/C) MA to rectify defects /attend to complaints on top priority basis. Besides this, they may have to attend to complaints at any other place specified by the Competent Authority.
- VI. The Service Provider shall ensure that only those persons are deployed who have been subjected to proper background checks by the appropriate authorities. The Service provider has to provide company Photo Identity Cards to the persons being sent to this Ministry. Those cards are to be carried by the individuals always along with the Pass issued by this Ministry.
- VII. This Ministry shall not be liable for any loss, damage, theft burglary or robbery of any personal belongings, equipment or vehicles of the personnel of the service provider.



- VIII. The persons deployed shall not claim a Master - Servant relationship with this Ministry. They shall also not claim any benefit/compensation/absorption/regularization of services in this office under the provisions of Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970. **Undertaking from the person to this effect will be required to be submitted by the service provider to this Ministry.**
- IX. The transportation, food, medical and other statutory requirements in respect of the personnel of the service provider deputed under this contract by the will be responsibility of the service provider.
- X. No Air Conditioner will be taken out to the work shop by the Engineer without prior approval of the Competent Authority. In such an event, the firm will make standby arrangements without any extra cost.
- XI. The firm will have to attend to all complaints even on receipt of information from the users in this Ministry directly. The services should be provided on regular basis during office hours and in case of emergency beyond office hours, holidays, etc.
- XII. The firm will be required to undertake maintenance/repairs of Air Conditioners installed at Pt. Deendayal Antyodaya Bhawan & residential offices of Hon'ble Minister of State (I/C) MA or any other location as decided by the competent authority in this Ministry in future.
- XIII. For payment purpose, the bills should be submitted quarterly alongwith the work completion report/user certificate duly signed by Gazetted Officer of the office concerned with stamp and date. No advance payments will be made.
- XIV. No increase in rates shall be considered at all during the entire period of AMC once the contract has been finalized. No other charges like transportation, fare etc for providing the services will be payable by the Ministry.
- XV. Failure to repair/service the equipment in question within 24 hours without justifiable reasons or failure to return the repaired machine within two days at the maximum may entitle proportionate deduction in the bill in respect of the total period.
- XVI. If the assigned work is not completed to the satisfaction of the Ministry, no payment will be made for that work, and the decision of the Ministry shall be final in that regard.



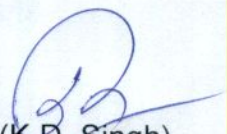
- XVII. In case of any damage caused to Ministry's property by the workers deputed by the contractor, the loss caused due to such damage will be recovered from the contractor who will be liable to pay the same.
- XVIII. No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm by this Ministry except the all inclusive rates and the rates permitted under this contract.
- XIX. In case conflict between the parties, it should be resolved through mutual discussion. If, it still persists, the decision of the Joint Secretary, In-charge General Administration in this Ministry will be final and binding.
- XX. The period of Annual Contract Maintenance would be **one year** which may be extended for further period of two years with mutual consent of both parties and subject to approval of the competent authority.
- XXI. The service provider shall be responsible at all times and messages sent by mobile/email/Fax/Special Messenger from Ministry to the service provider shall be acknowledged immediately on receipt on the same day.
- XXII. The service provider shall be responsible for deposit of payment of contribution made towards Provident Fund, Employee State Insurance, Service Tax etc, and bear all other similar financial and statutory liabilities as per provisions of EPF Act, ESIC Act, Minimum Wages Act, Contract Labour (Regulation and Abolition) Act etc, as and when required, in respect of Service Engineers provided in this Ministry and this Ministry is not responsible or party in any dispute between the Service Engineers and the Service provider.
- XXIII. This Ministry can terminate the contract at any time without assigning any reason, if the work of the contractor is found unsatisfactory. In this respect the decision of the Ministry shall be final and binding on the contractor. The Ministry reserves the right to reject any quotation in whole or in part without assigning any reason thereof.
- XXIV. The rates quoted as per **Annexure-III**, should be inclusive of taxes (VAT, Service tax etc). If any other charges are applicable may be indicated separately in the quotation. Under no circumstances, these should be included in the basic cost.



- XXV. The rates quoted in the tender shall be static for one year or for more than one year if the tender contract is extended.
- XXVI. The contractor shall be responsible for payment of wages/ settlement of dues of Service Engineers engaged by the firm as per prevailing labour/ wage Laws In force in NCT of Delhi and the Ministry of Minority Affairs shall not be a party to any dispute between the contractor and Service Engineers.

2 **Mode of Selection:** All other things being equal, the contract shall be awarded to the lowest evaluated bidder arrived at on the basis of composite rates quoted for the works.

3 All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotations is accepted by this Ministry.



(K.D. Singh)

Under Secretary to the Government of India

PROFORMA FOR TECHNICAL BID

S. No.	Criteria	
1.	Name of the agency	
2.	Nature of the concern: (i.e. sole proprietor or partnership firm or a company or a Government Department or a Public Sector Organization)	
3.	Full Address of Reg. Office Telephone No.: Fax No.: E-Mail Address:	
4.	Full Address of Operating / Branch office in Delhi (i) Telephone No.: (ii) Fax No.: (iii) E-Mail Address:	
5.	Banker of Agency with full address (Attach Bankers certificate of account maintenance for the last two years.) Telephone Number of Banker	
6.	Registration No. of the Agency / Firm	
7.	PAN	
8.	Service Tax Registration No.	
9.	Service Tax paid during Financial Year 2014-15 and 2015-16.	
10.	Financial turnover and IT Return of Agency for Financial Year 2014-15 and 2015-16.	
11.	Details of majors contracts handled in last two years.	
12.	Certificate of satisfactory performance from the organization to whom the service was provided.	
13.	Certificate Not blacklisted etc.	
14.	Particulars of qualified Services Engineers on roll (Please furnish the copies of certificates)	1. 2. 3.

Signature of authorized person

Date:
Place:Name:
Seal:


DECLARATION

1. I, _____ son/daughter/wife
of Shri _____ proprietor/
Director/authorized of the Agency mentioned above, is competent to sign this
declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender
and undertake to abide by them.

3. The information/documents furnished along with the above application are true
and authentic to the best of my knowledge and belief. I/we, am/are well aware of the
fact that furnishing of any false information/fabricated document would lead to rejection
of my/our tender at any stage besides liabilities towards prosecution under appropriate
law and forfeiture of EMD and Performance Guarantee.

Signature of authorized person

Date:

Name:

Place:

Seal:



PROFORMA FOR FINANCIAL BID

S.No.	ITEM PARTICULARS(s)	Rate in (₹)	Remarks
1.	Air Conditioning per unit per annum with labour charges		
	(i) Split AC 1.5 Ton	₹	
	(ii) Split AC 2.0 Ton	₹	
	(iii) Window AC 1.5 Ton	₹	
	(iv) Window AC 2.0 Ton	₹	
	(v) Tower AC 1.5/2.0 Ton	₹	
	(vi) Cassette AC AC 1.5/2.0 Ton	₹	
	Note: The Contract Shall be inclusive of cost of spare parts, repair of voltage stabilizer, fan motors , re- winding of motors, gas falling/Charging including cost of gas, cleaning, oiling, chemical washing, greasing (General Servicing), Filter replacement, repair of remote, relay, thermostat, drain/water & copper pipe replacement including cost of gas/repair of any or all parts including metal clad plug, fixing of wires/plugs, insulation, running/starting capacitors, Labour charges etc.		
2.	Installation charges with copper pipe, 3 core wire, drain pipe PVC & installation material (applicable only when the location of the ACs changes/Fitting of new AC, on the direction of the Ministry.		
	(i) Installation of Split AC	₹	
	(ii) Installation of Window AC	₹	
	(iii) Installation of Tower AC	₹	
	(iv) Installation of Cassette AC	₹	
	(v) Copper Pipe (Per Meter)	₹	
	(vi) 3 Core Wire (Per Meter)	₹	
	(vii) Drain PVC Pipe (Per Meter)	₹	
	(viii) Dismantled charges of AC units : Split / Window/ Tower AC/Cassette AC	₹	
3.	Cost of New Remote – Window AC , Split AC, Tower AC and Roof Top AC	₹	
4.	Cost of New Compressor with installation and Gas filling charges		
	(i) Window AC 1.5/2.0 Ton	₹	
	(ii) Split AC 1.5/2.0 Ton	₹	
	(iii) Tower AC 1.5/2.0 Ton	₹	
	(iv) Cassette AC 1.5/2.0 Ton	₹	

*All quoted rates should be inclusive of taxes (VAT, Service tax etc). If any other charges are applicable may be indicated separately in the quotation.

Date:
Place:

Signature of authorized person
Name:
Seal:

