

YojanaBhavan, SansadMarg,
Dated the 17th February, 2014

E-Tender Notice

Subject: Invitation for online bids for Comprehensive Annual Maintenance of all kinds of Air Conditioners/Water Coolers in Planning Commission and Office of Economic Advisory Council to Prime Minister, Vigyan Bhavan Annexe - Reg.

Online bids are invited from experienced Firms/Agencies/Companies for Comprehensive Annual Maintenance Contract of different kinds of Air Conditioners/Water Coolers in the **Planning Commission, Yojana Bhawan, Sansad Marg, New Delhi and Office of Economic Advisory Council to the Prime Minister, Vigyan Bhavan Annexe, Maulana Azad Road, New Delhi.**

2. The details of rates are to be quoted in the format enclosed as **Annexure-II** in Indian Rupees. No overwriting is allowed in Annexure-II and in case instances of overwriting are found, the concerned bid(s) will summarily be rejected.
3. **In case of online tenders, the scanned copy of the requisite amount of Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty five thousand only) must be uploaded with the bid and the original is to be submitted in a sealed envelope superscribed with the words "Tender for Comprehensive Annual Maintenance of Air Conditioners and Water Coolers" and the same has to be dropped in the EMD Box placed in the Reception Area of Yojana Bhawan latest by 1300 hours on 11.3.2014.**
4. All the required documents in support of the eligibility criteria are also to be uploaded/enclosed alongwith the bid and the requirement of such documents is indicated at Annexure-IV.
5. **The tender shall be closed to public at 1300 hours on 11.3.2014 and opened on-line at 1530 hours on 11.3.2014 by the duly constituted Tender Opening Committee.** The representatives of firms/agencies/companies who wish to be present to view the Tender Opening process will be allowed to do so.
6. The Planning Commission reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. No inquiry will be entertained after the submission of bids.
7. In case of withdrawal by any bidder from the scope of the tendering process at any stage before the finalization of the same, the EMD of the concerned bidder will stand forfeited.



8. Terms & conditions of the instant tendering process are as given at Annexure-I
9. The first requirement of participation in e-tender is to have a digital signature. Instructions to the Bidders to submit the bids online are also enclosed herewith as Annex-III.
10. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in>) from the date of publication. The tender notice may also be downloaded from official website of Planning Commission <http://planningcommission.gov.in>
11. The validity of bid is 180 days from the date of opening of financial bid.
12. Information on any issue of corrigendum related to this tender will be issued only on website(s) mentioned in Para 10 above.



(Subhash Chander)

Under Secretary to the Govt. India

Tele No: 23096522

For and behalf of the President of India

Copy to: Director (C & I) with the request to upload the Tender Notice on the web site of Planning Commission.

Enclosures :

1. Scope of Work and General Instructions for Bidders
2. Annexure -I (Terms & Conditions)

for n.a. pl
10/2/14
S.D. (Soochra Dwar)

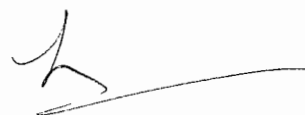
SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The contract is likely to commence from the date of award of contract and would continue initially for a period of one year which can be extended on year to year basis upto an additional period of two years beyond the initial year of the contract, on the same terms and conditions, subject to satisfactory performance by the successful bidder. This office, however, reserves the right to terminate this contract at any point of time after giving one week's notice to the selected service providing Firm / Agency. However, in case any such extension is to be granted, the willingness of the service provider (the successful bidder) will be asked for before considering any such extension.
2. The tender shall be accepted under **one Bid system**. The interested agencies are advised to submit sealed envelope super scribing "**Bid for CAMC of different types of Air Conditioners and Water Coolers**". The instant bid has two components Financial Bid and Application with Details about the Firm/Bidder. Both need to be filled in and uploaded.
3. **The Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only), refundable (without interest), should necessarily accompany the bid of the bidder concerned in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Planning Commission, New Delhi, failing which the bid of the concerned agency shall be rejected summarily.**
4. The interested Firms/Agencies may drop the tender **document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000/- with bid upto 1.00 PM on 11.3.2014 in the Tender Box kept at the Reception Counter of Yojana Bhawan, Sansad Marg, New Delhi-1.**
5. The bids received after the due date and time will not be entertained. The conditional bids shall also not be considered and will be rejected in the very first instance, without any further correspondence/communication in this regard.
6. The successful bidder will have to deposit a Performance Security of 7% of the approximate total value of annual contract in the form of Bank Guarantee or FDR or Pay Order from a Commercial Bank hypothecated in favour of Pay & Accounts Officer, Planning Commission and the amount of such deposit will be intimated at the time of award of contract, on the basis of the total value quoted by the successful bidder.
7. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be appended. No overwriting or strike-through is permitted in the Bid form in the quotations given in Indian Rupees. In case some such change is found in any bid, the tender shall be summarily rejected. The changes if any, made elsewhere must be duly attested by the person authorized to sign the bid on behalf of the bidder concerned.
8. The firm quoting the total lowest comprehensive annual maintenance charges inclusive of all taxes would be judged as L-1. However, this office reserves the right to choose a firm other than L-1 if there are valid considerations for doing so, in the opinion of the Competent Authority.
9. The firm should indicate labour charges separately for any item of work consequent upon the services to be provided by the firm, if such an item is not covered under CAMC specifically. No request for any such charges will be entertained by this office once the instant tendering process is finalized.
10. Planning Commission reserves the right to amend/withdraw/relax/modify any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason therefor. The decision of the H.O.D., Planning Commission, in this regard will be final.



TERMS AND CONDITIONS


1. The contract for Comprehensive Annual Maintenance Contract of different types of Air Conditioners & Water Coolers installed in Yojana Bhawan, at the residences of high dignitaries of Planning Commission and at the Office of the Economic Advisory Council to the Prime Minister at Vigyan Bhawan will be inclusive of washing, oiling, cleaning, greasing, gas charging, replacement of electrical and mechanical spare parts and repair of compressor, fan & motor etc. and all labour charges to be incurred for the purpose.
2. Services of Air Conditioners under contract shall also include installation and dismantling of ACs.
3. Whenever any defective part of any Air Conditioner (AC) or any Water Cooler (WC) is to be replaced, the make and type of the parts should be got approved. No AC/WC or the parts thereof will be taken out by the deputed service engineer to the workshop without the prior approval of the Competent Authority in the Planning Commission.
4. The successful bidder should physically verify all the ACs/WCs installed at the Planning Commission and also at other places mentioned above to be covered under the CAMC and submit the verification report along with total number of ACs/WCs, brand and specifications immediately thereafter to the Under Secretary concerned. This must be done within 10 working days after the contract is awarded to the successful bidder. In absence of this report, no claim as regards any machine being faulty/defective since the beginning of the CAMC would be entertained later.
5. The bidders may note that total number of different types of Air Conditioners/Water Coolers mentioned in the annexure may decrease or increase at the time of award of contract.
6. The contractor should clearly specify the items/parts of the machines not covered under the contract. The rates chargeable for any component/items not specifically covered under the CAMC should be specifically mentioned in the bid.
7. If the warranty of any AC/WC not covered under the CAMC expires during the period of contract, it will be deemed to get automatically covered under the running CAMC on a regular basis till the end of the CAMC with the successful bidder under the present exercise.
8. In case any AC/WC is required to be taken out to workshop for repair, the transportation charges including loading/unloading and dismantling/reinstallation will be borne by the successful bidder. The firm will also provide some standby arrangement without any extra cost till the repaired AC/WC is brought back and re-installed.
9. The firm selected on the basis of this tender exercise will be required to depute at least two full time service engineers with mobile phone facility at their own cost on regular basis on all working days and, if required, also on holidays for preventive maintenance and also to attend to complaints immediately.
10. The service engineers would report for duty at 9.00 (AM) at Yojana Bhawan on all working days and report the Section Officer (Gen.I). They will observe office timings as applicable in the offices proposed to be covered under this CAMC and mark their attendance every day.



11. In emergent cases they may be required to work beyond office hours and also on holidays for which no additional payment will be made either to them or to the successful bidder.
12. If the service engineers posted at any of the offices proposed to be covered under the CAMC have to proceed on leave, even for a day, a suitable replacement will have to be provided by the selected firm under intimation to Under Secretary/Section Officer (Gen.I), failing which amounts per day will be deducted from the amounts payable to the selected firm, on pro rata basis, for the number of days on which any service engineer remains absent from duty at the relevant offices.
13. The complaints lodged with the service engineer will be required to be attended by him on the same day. Any complaint that cannot be attended to by him will be required to be attended to by him by the next day positively.
14. If, at any point of time, the services of the service engineers provided by the firm are found either to be unsatisfactory or not to be of the expected level in any manner, the firm will be liable to change the service engineer immediately.
15. The selected firm should be capable of attending to all the complaints. If the firm fails to attend to a complaint within stipulated time, a penalty on a daily basis for any delay, equivalent to pro-rata contract charges payable per day or charges that may be required to be paid to an outside agency, to have the complaints attended to, whichever is higher, will be deducted from the firm's quarterly bill towards contract charges. In case there is any delay, any item that is got repaired from outside agency will be done at the risk and responsibility of the selected firm.
16. Payment will be made on a quarterly basis (at the end of every quarter) after the sanctioning authority satisfies himself that the services provided have been of the desired level and that the preventive maintenance checks were fully performed.
17. The agency which would be awarded the contract as a result of this tendering process, will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund and Employees' State Insurance, etc., in respect of the persons deployed by it for duties at any of the offices proposed to be covered under this CAMC.
18. Bids incomplete in any manner are liable to be rejected outrightly.
19. The Competent Authority reserves the right to conduct performance review of the service provider on contract at any time during the contract period and deficiencies, if any, noticed during any such performance review will result in termination of the contract. The Competent Authority further reserves the right to suo-motu terminate the contract by giving one month's notice at any point of time without assigning any reasons therefor.
20. It shall be the responsibility of the contractor to hand over all the Air Conditioners and Water Coolers to the concerned offices proposed to be covered under the CAMC in working condition, after the completion of the contract, unless and until any of them is condemned as unusable after following due process as regards such condemnation.



21. The firms should have an experience of at least one year in maintenance of various type of ACs/WCs in the premises of at least one Government/Semi-Government Organisation/Department/Ministries. A list of clients should be enclosed with the proper documentary proof. The bidder must submit the certificate from Government Departments/Ministries to the effect that the firm has given satisfactory service/performance along with the bids without which bid is liable to be rejected. The firm should submit experience certificate of maintaining at least 100 ACs/05 WCs in any Ministry/Department/Government Organisation or any combination of them, in any particular year (Financial Year / Calendar Year).
22. During the period of contract, if any mishap occurs due to electrocution or faulty fittings, it will be the responsibility of the contractor to compensate the loss on account of injury to any person /property under the act in force at that point of time.
23. All the pages of the tender document shall be signed by the authorized signatory of the firm with office seal as a token of acceptance of the same. The same should be enclosed with technical bid, failing which the technical bid shall be summarily rejected.
24. The firm would provide necessary tools and instruments to their service engineers for the purpose of servicing the equipments covered by the contract.
25. The bills raised by the firm should have all tax registration numbers printed in the bill. Copy of PAN and Registration of Service Tax should be enclosed. Validity of the Tax Registration shall be the sole responsibility of the firm.
26. In case of violation of any terms and conditioners are notices and if the services are found unsatisfactory, performance security is liable to be forfeited at the discretion of the Competent Authority.
27. All quoted rates shall be inclusive of all taxes and levies under respective statutes. However, in pursuance of the Constitution (46th Amendment) Act, 1982, if any further tax or levy is imposed by the Statue, after the stipulated date for the receipt of tender including extensions, if any, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Competent Authority of Planning Commission (whose decision will be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor or payable by the contractor not in connection with this contract in particular.


(Subhash Chander)

Under Secretary to the Government of India

Acceptability of Terms and Conditions

Terms and Conditions as given above for the instant Comprehensive Annual Maintenance Contract of different types of Air Conditioners and Water Coolers are acceptable to us.

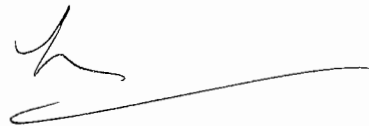
(Authorized Signatory)
Seal of the concerned firm

Dated:-

Application for Financial Bid

S. No.	Description	Nos. (Approx.)	CAMC charges per Unit	Total Charges
1.	Window AC 1.5 Ton	100 Nos.		
2.	Split AC 2.0 Ton	250 Nos.		
3.	Tower AC 2.0 Ton	9 Nos.		
4.	Cassette AC	5 Nos.		
5.	Water Cooler	16 Nos.		
Grand Total				

(Authorized Signatory)
With Full Name, Designation & Company Seal



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Annexure - III

Instructions for Online Bid Submission
Instructions to the Bidders to submit the bids online
through the eProcurement site
<https://eprocure.gov.in>

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital Signature of SIFY/TCS/Code or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/ password chosen during registration and password of the DSC/token.
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one documents, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document, latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favourites folder.
- 12) From the my favourites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.



Application with Details about the Firms/Bidder

1. Name of Tendering Company/: _____
Firm/Agency
(Attach certificate of registration)

2. Status of the Firm
(whether of the Owner/Partner/Director) : _____

3. Name of proprietor / Director : _____
of Company / Firm / Agency _____

4. Full Address of Reg. Office : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____

5. Full Address of Operating / Branch Office : _____

Telephone No. : _____
Fax No. : _____
E-Mail Address : _____

6. Banker of Company / Firm / Agency with full address :
(Attach certified copy of statement of A/C for the last
Three years) : _____

Telephone Number : _____
of Banker

7. PAN / TIN No. : _____
(Attach attested copy)

8. Details of EMD (Rs. 25,000/-)

(a) Banker's Cheque/DD No. : _____

(b) Dated : _____

(c) Name of the issuing Bank : _____

9. Details of the major similar contracts handled by the tendering Company / Firm / Agency in the following format :

S. No.	Details of client along with address, telephone and FAX numbers	Amount of Contract (Rs.)	Duration of Contract	
			From	To
1.				
2.				
3.				

(If the space provided is insufficient, a separate sheet may be attached)

10. Experience Certificate (copy enclosed) in support of the condition as mentioned in Para 21 of the Terms and Conditions of the instant tendering process.

Signature of the authorized person _____

Name _____

Company Seal _____

Dated:

Place: