

Yojana Bhavan, Sansad Marg,  
New Delhi, the 10th February,2010

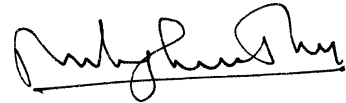
**TENDER NOTICE**

Sealed Tenders are invited from reputed, experienced and financially sound firms/agencies for Comprehensive Annual Maintenance Contract of different types of Air Conditioners and Water Coolers installed in Yojana Bhavan , at the residences of VIPs/Sr. Officers of Planning Commission and in the Office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan.

2. The sealed quotations with separate Technical and Financial bids filled in the specified proforma and addressed to the Under Secretary (General-I), Planning Commission, Yojana Bhavan, Sansad Marg, New Delhi-110001 should be dropped in the Tender Box placed at Reception Area of Yojana Bhavan, New Delhi between 10.00 A.M to 3.00 P.M. on 08.03.2010.

3. Complete Tender document may either be downloaded from the website of the Planning Commission ([www.planningcommission.gov.in](http://www.planningcommission.gov.in)) or collected from General-I Section, Room No.443, Yojana Bhavan, New Delhi on any working day between 3.00 P.M. to 4.00 P.M. till 8.3.10.

4. The technical bid shall be opened at 3.30 P.M. on 09.03.2010 in Room No.411, Yojana Bhavan, Sansad Marg, New Delhi in the presence of such tenderers or their authorized representatives who may wish to be present. The financial bid of only those tenderers whose technical bid have been accepted, will be opened at 3.30 P.M. in Room No.411 on 18.03.2010 in the presence of successful tenderers or their authorized representatives who may wish to be present.



(N.K. Raghunathan)

Under Secretary to the Govt. of India

To

Director (C&I), Planning Commission with the request to upload the Tender Notice in the Planning Commission's website.

SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

1. The tenders have been invited under **Two Bid System** i.e. **“Technical Bid”** and **“Financial Bid”**. The interested agencies are advised to submit three separate sealed envelopes as under :-

**Earnest Money Deposit** :- One envelope shall be sealed and superscribed “EMD – Tender for Comprehensive Annual Maintenance Contract for different types of Air Conditioners and Water Coolers due on 09.03.2010” and should contain Earnest Money Deposit of Rs.60,000 /= in the form of Demand Draft/Pay Order from a commercial bank drawn in favour of “Pay and Accounts Officer, Planning Commission, New Delhi” failing which tender shall be rejected summarily. No tender shall be considered without the EMD. Demand Draft drawn in favour of any officer other than “Pay and Accounts Officer, Planning Commission, New Delhi” will not be accepted and the tender will also be rejected. The EMD will be refunded without interest only after the finalization of the contract.

**Technical Bid** : Another envelope shall be sealed and superscribed “Technical Bid for CAMC of different types of Air Conditioners and Water Coolers due on 09.03.2010.” The technical bid shall be submitted in the proforma as per Annexure “A”.

**Financial Bid** : Third Envelope shall be sealed and superscribed “Financial Bid for CAMC of different types of Air-Conditioners and Water Coolers due on 18.03.10” shall be submitted in the proforma as per Annexure ‘B’ on the company’s letter head only.

These three sealed envelopes should be addressed to the Under Secretary (Gen.I), Planning Commission, Yojana Bhawan, Sansad Marg, New Delhi and these together should be kept in an outer envelope which will be sealed and superscribed as “Tender for CAMC of different types of Air-Conditioners and Water Coolers due on 09.03.2010” which should be dropped in the **Tender Box placed at the Reception Area of Yojana Bhawan between 10.00 A.M. to 3.00 P.M. on 09.03.2010.**

2. The contract will be for a period of one year from the date of acceptance of AMC by one selected firm, extendable on a year-to year basis upto three years on the same terms and conditions subject to performance being found to be satisfactory at the discretion of Planning Commission.
3. Complete Tender Document may either be downloaded from the website of the Planning Commission ([www.planningcommission.gov.in](http://www.planningcommission.gov.in)) or collected from General Section-I, Room No.443, Yojana Bhawan, New Delhi on any working day between 3.00 P.M. to 4.00 P.M upto 08.03.2010.
4. The tender received after the due date and time will not be entertained.
5. The selected firm will have to deposit a performance Security of 7.5% of the value of 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, which will be intimated at the time of award of contract.

6. All entries in the tender form should be legible and filled clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the Authorized signatory may be attached. No overwriting or cutting is permitted in the Financial Bid Form. In such cases, the tender shall be summarily rejected. However, the cuttings, if any, in the Technical Bid Application must be authenticated by the person authorized to sign the tender bid.
7. The Competent Authority of Planning Commission reserves the right to reject the bid(s) without assigning any reason.
8. L-1 firm will be decided on the basis of lowest comprehensive annual maintenance charges inclusive of all taxes.
9. Firms should indicate labour charges separately.
10. In case of any dispute with regard to the interpretation of any clause(s) of this agreement the same shall referred to the Pr. Adviser (Admn.), Planning Commission, whose decision will be final and binding on both parties.

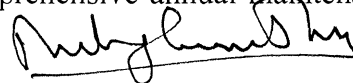
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### TERMS & CONDITIONS

1. The contract for Comprehensive Annual Maintenance Contract of different types of Air Conditioners & Water Coolers installed in Yojana Bhavan, at the residences of VIPs/Sr. Officers of Planning Commission and Office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan will be inclusive of washing, oiling, cleaning, greasing, gas charging, replacement of electrical and mechanical spare parts and repair of compressor, fan & motor etc.
2. Service of AC under contract shall include installation and dismantling of AC.
3. Whenever any defective part of Air-conditioner and Water Coolers is to be replaced, the make and type of the parts should be got approved. No AC/WC parts thereof will be taken out by the deputed service engineer to the workshop without the prior approval of the competent authority of Planning Commission.
4. The successful tenderer should physically verify all the Air Conditioners/Water Coolers installed in the Planning Commission & other places mentioned above under CAMC and submit the verification report along with total number of ACs/Water Coolers, brand and specifications to the undersigned immediately.
5. The tenderers 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 state such items not covered under the contract. The rates chargeable for any component/items not covered under CAMC should be specifically mentioned in the tender.
7. If the warranty of any Air Conditioner/Water Cooler not covered under the Comprehensive Annual Maintenance Contract expires during the period of contract, it will be automatically covered under the running CAMC for a short period or on a regular basis.
8. In case any AC is required to be taken out to workshop for repair, the transportation charges including loading/unloading and dismantling/reinstallation will be borne by the selected firm. The firm will also provide standby arrangement without any extra cost till the repaired AC is brought back and re-installed.
9. The selected firm 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 for preventive maintenance and also to attend to complaints immediately.
10. The Service Engineers would report for duty at Yojana Bhavan on working days and report to the Section Officer/Dealing Assistant(Gen-I). They will observe office timings applicable in Planning Commission and mark their attendance everyday.
11. In emergent cases they may be required to work beyond office hours and also on holidays for which and no additional payment will be made.

12. If the Service Engineers posted at Yojana Bhavan, have to proceed on leave, even for a day, a suitable substitute will have to be provided by the selected firm under intimation to Under Secretary /Section Officer, (Gen-I) failing which, pro-rata rates per day will be deducted from the amount payable to the selected firm.
13. The Service Engineers should be able to take complaints on telephone and attend to all complaints, independently. They should also be well behaved and well mannered.
14. 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 by him will be required to be attended by the next day positively.
15. If at any point of time, the services of the Service Engineers, being provided by the firm are noticed to be unsatisfactory or not of the expected level in any manner, the firm will be responsible to change the Service Engineer immediately.
16. The selected firm should be capable of attending 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 complaint attended to, whichever is higher will be deducted from the firm's quarterly bill towards contract charges. In case of delay, any item that is got repaired from outside agency will be at the risk and responsibility of the selected firm.
17. Payment will be made on quarterly basis (at the end of every quarter) after satisfying that the services provided have been of the desired level and that the preventive maintenance checks were fully performed. -
18. The tendering agency 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 in this Commission.
19. Tender incomplete in any form are liable to be rejected out right.
20. The Competent Authority will have the authority to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the quotations will not be entertained.
21. The Competent Authority reserves the right to conduct performance review of the contracting firm at any time during the contract period and deficiencies, if any noticed will result in termination of the contract. It further reserves the right to suo-moto terminate the contract by giving one month notice at any point of time without assigning any reasons.
22. It shall be responsibility of the contractor to hand over all the Air Conditioners and Water Coolers to the Planning Commission in working condition after the completion of the contract.

23. The firms should have an experience of at least three years in **maintenance of various type of AC's /WC's in minimum three Government Departments/Ministries.** A list of clients should be enclosed along with the proper documentary proof. The bidder must submit certificate from Government Departments/Ministries to the effect that the firm has given satisfactory service/performances along with the bids without which bid is liable to be rejected.
24. The firm should submit at least three experience certificate of maintaining at least 100 Air Conditioners's / 05 Water Coolers in a single Ministry/Department.
25. 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 time.
26. Corrections and over-writing in the tender document is not permissible. 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 the technical bid, failing with the technical bid shall be rejected summarily.
27. The firm would provide necessary tools and instruments to their service Engineer for the purpose of servicing the equipment covered by the contract.
28. The bill 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.
29. In case of violation of any terms and conditions is noticed and if the services are found unsatisfactory, performance security is liable to be forfeited at the discretion of the Competent Authority.
30. All tendered rates shall be inclusive of all taxes and levies under respective statutes. However, pursuant to the Constitution (46<sup>th</sup> Amendment Act, 1982), if any further tax or levy is imposed by Statute, after the stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pays such taxes/levies, 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 shall be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
31. L-1 firm will be decided on the basis of lowest comprehensive annual maintenance charges inclusive of all taxes.



(N.K. Raghunathan)

Under Secretary to the Govt. of India

Terms and Conditions are acceptable

Date:

(Authorized Signatory)

Signature with seal in token of acceptance of terms and conditions

**APPLICATION - TECHNICAL BID**

1. Name of the Tendering Company/  
Firm/Agency \_\_\_\_\_
2. Status of the firm  
(Whether Proprietary/Partnership/Company) \_\_\_\_\_
3. Name of the Owner/Partner/Director \_\_\_\_\_
4. Full address of Registered Office \_\_\_\_\_
5. Full address of the Operative Branch  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Telephone No. \_\_\_\_\_  
Fax No. \_\_\_\_\_  
E-mail address \_\_\_\_\_
6. Banker of Company/Firm/Agency  
with complete address \_\_\_\_\_  
  
Telephone No. of the Banker \_\_\_\_\_
7. Registration details (self attested copies to be enclosed)
  - (a) PAN/TIN No. \_\_\_\_\_
  - (b) Service Tax Registration No. \_\_\_\_\_
  - (c) Proof of Income Tax Assessment \_\_\_\_\_  
**(copy of ITR of last three years)**
8. Details of EMD (Rs. 60,000/=)
  - a) Banker's Cheque/DD No. \_\_\_\_\_
  - b) Dated \_\_\_\_\_
  - b) \_\_\_\_\_
  - c) Name of Issuing Bank \_\_\_\_\_

9. Give details of the major similar contracts handled by the tendering Company/  
Firm/Agency during the last three years in the following format.  
(copies of the contracts to be attached)

S.No.	Details of client along with address, telephone and fax numbers	Amount of Contract Rs.	Duration of the contract	
			From	To
1.				
2.				
3.				
4.				
5.				

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

10. Experience Certificate (3 Nos. to be enclosed). Details of maintaining at least 100 ACs and 05 Water Coolers in a single Ministry/Department.

Additional information, if any  
(Attach separate sheet, if required)

Signature of the authorized person

\_\_\_\_\_

Name

\_\_\_\_\_

Company Seal

\_\_\_\_\_

Date:

Place:



**FINANCIAL BID**

S.No.	Description	Quantity	*CAMC charges per unit	Total charges
1.	Window AC 1.5 Ton	100 Nos.		
2.	Split AC 2.0 Ton	230 N0s.		
3.	Tower AC 2 Ton	4 Nos.		
4.	Casette AC	3 Nos.		
5.	Water Cooler	13 Nos.		
Grand Total				

\* Comprehensive Annual Maintenance Charges

**Authorized Signatory**  
**(With full name, designation & Company seal)**