

No. D-19016/6/2009-Gen.I/Gen.II

Government of India

Planning Commission

Yojana Bhavan, Sansad Marg,  
New Delhi, the 14<sup>th</sup> July, 2010

### TENDER NOTICE

1. Sealed tenders are invited under **Two Bid System** i.e. Technical Bid and Financial Bid 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 residence of Sr. designatory Officers of Planning Commission and in the office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan for a period of one year from the date of award of contract.
2. Complete Tender Documents may be obtained from Room No. 445, 4<sup>th</sup> Floor, Yojana Bhavan, Sansad Marg, New Delhi on all working days from 10.00 AM to 5.00 PM from the date of advertisement of the tender notice to till 28.07.2010. It can also be downloaded from the official website of this commission ([www.planningcommission.nic.in](http://www.planningcommission.nic.in)).
3. The interested Firms/Agencies may put their sealed quotations complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000 with the Technical bid and other requisite documents by Thursday, 29.07.2010 from 10.00 AM to 1.00 PM in the Tender Box kept at the Reception of Yojana Bhavan, Sansad Marg, New Delhi-1. **The tenders shall not be entertained after this deadline under any circumstances whatsoever.**
4. The Technical bid shall be opened at 2.30 PM on Thursday, 29.07.2010 in Room No. 412, Yojana Bhavan, Sansad Marg, New Delhi in the presence of the representative of those firms who wish to be present. The date & time for opening of Financial bid of the technically qualified tenderers will be informed separately.
5. This 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. The decision of the H.O.D, Planning Commission in this regard will be final.

  
(M. Chaudhary)

Under Secretary to the Government of India

**Copy to: C&I, Yojana Bhavan with the request to upload this tender notice on the Planning Commission official web-site.**

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR TENDERERS

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 three years on the same terms and conditions subject to performance being found to be satisfactory. The Commission, however, reserves right to terminate this initial contract at any time after giving one week's notice to the selected service providing Firm / Agency.
2. The tender shall be accepted under **Two bid system**. The interested agencies are advised to submit two separate sealed envelopes super scribing "**Technical Bid for CAMC of different types of Air conditioners and water coolers** " and "**Financial Bid for CAMC of different types of Air conditioners and water coolers**". Both sealed envelopes should be kept in a third bigger sealed envelope super scribing "**Tender for Comprehensive Annual Maintenance Contract (CAMC) of different types of Air conditioners and water coolers**".
3. The Earnest Money Deposit (EMD) of Rs. 25,000 (Rupees Twenty Five Thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft / Pay Order drawn in favour of Pay & Accounts Officer, Planning Commission, New Delhi failing which the tender shall be rejected summarily
4. The interested Firms/Agencies may put the tender **document complete in all respects along with Earnest Money Deposit (EMD) of Rs. 25,000/- with Technical bid upto 1.00 PM by 29.07.2010** in the Tender Box kept at the **Reception Counter of Yojana Bhavan, Sansad Marg, New Delhi-1**
5. The tender received after the due date and time will not be entertained. The conditional bids shall also not be considered and will be outrightly rejected in very first instance.
6. The selected Firm will have to deposit a performance Security of 7% of the total value of annual contract in the form of FDR or Pay Order from a Commercial Bank hypothecated in favour Pay & Accounts Officer, Planning Commission.
7. 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 appended. 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 attested by the person authorized to sign the bids.
8. The firm will be declared as L-1 on the basis of the lowest comprehensive annual maintenance charges either for one year or three years depending upon the decision of the competent authority in Planning Commission.

9. The ACMC should be inclusive of labour charges.
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. The decision of the H.O.D, Planning Commission in this regard will be final.

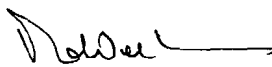
#### **TERMS AND CONDITIONS**

1. The contract for Comprehensive Annual Maintenance Contract of different types of Air Conditioners, Water Coolers and refrigerations installed in Yojana Bhavan, at the residence of higher designatories of Planning Commission and for 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, labour charges etc.
  2. Services of Air Conditioners under contract shall include installation/re-installation and dismantling of ACs.
  3. Whenever any defective part of Air Conditioner (AC) and Water Coolers (WC) is to be replaced, the make and type of the parts should be got approved and also replaced defective parts should be handed over in writing to the Planning Commission. 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 ACs/WCs installed in the Planning Commission & other places mentioned above under CAMC and submit the verification report along with total number of ACs/WCs, 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 separately items such as Compressor, Fan Motor, Copper Tube, flare nuts, insulating foam, electrical cable, wire, PCB, display Board etc not covered under the contract. The rates chargeable for any component/items not covered under CAMC should be specifically mentioned in the tender along with the brand & make of such items. No excuse or explanation for non-inclusion of any items for charging them separately will be entertained after award of CAMC.
  7. If the warranty of any ACs/WCs not covered under the CAMC expires during the period of contract, it will be automatically covered under the running CAMC for a short period or on a regular basis.
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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 its own cost on regular basis on all working days and on holidays whenever required in emergency for preventive maintenance and also to attend to complaints immediately.
10. The Service Engineers would report for duty at 9.00 (AM) at Yojana Bhavan on all working days and report to Section Officer (Gen.-II). They will observe office timings applicable in Planning Commission and mark their attendance every day.
11. In emergent cases they may be required to work beyond office hour and also on holidays for which 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.-II) failing which, Rs. 1000/- per day per person will be deducted from the amount payable to the selected firm for the period of absence of Service Engineers.
13. The Service Engineers should be able to take complaints on telephone and attended to all complaints, independently. They should also be will 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 to attend all the complaints. If the firm fails to attend to a complaint within stipulated time, a penalty on a daily basis for any delay, at the rate of Rs. 1000/- 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 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 in writing that the services provided by the owner have been of the satisfactory 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 and should have labour registration certificate from Labour Commissioner.
  19. Tender incomplete in any form are liable to be rejected outrightly.
  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.
  - 20 (a) The Planning Commission reserves the right on its sole discretion to empanel more than one firm at a time for maintenance of Air Conditioners, Water Coolers & refrigerations provided the firms other than L-1 for which they have to give their willingness in writing at the time of opening of Financial bids.
  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 after the completion of the contract to hand over a report in writing that all the Air Conditioners, Water Coolers and refrigerations of the Planning Commission are in working condition and free from all defects.
  23. The firms should have an experience of at least one year in maintenance of various types of ACs/WCs/refrigeration at least one government Departments/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.
  24. The firm should submit experience certificate of maintaining at least 50-100 ACs/WCs/ refrigerations 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.
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26. Correction 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 technical bid, failing which the technical bid shall be summarily rejected.
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 violation of any of the terms and conditions is noticed at any time during the continuance of the CAMC and or if the services are found unsatisfactory/poor, performance security is liable to be forfeited at the discretion of the Competent Authority and CAMC will also likely to be terminated.
30. All tendered rates shall be inclusive of all taxes and levies under respective statutes. However, pursuant of the Constitution (46<sup>th</sup> Amendment Act, 1982), if any further tax or levy is imposed by the Statute, after the stipulated date for the receipt of tender including extensions if any and the contractor thereupon necessarily and properly pay 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 will be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor.
31. The firm will be declared as L-1 on the basis of the lowest comprehensive annual maintenance charges either for one year or three years depending upon the decision of the competent authority in Planning Commission and all tendering firms are advised to indicate their rate separately for one year and three years.

  
(M. Chaudhary)

Under Secretary to the Govt. of India

**Terms and Conditions are acceptable**

(Authorized Signatory)

Signature with seal in token of acceptance of terms and conditions

Dated:-

**Application for Technical Bid.**

1. Name of Tendering Company/ : \_\_\_\_\_  
Firm / Agency

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 :

\_\_\_\_\_  
\_\_\_\_\_

Telephone Number : \_\_\_\_\_  
Of Banker

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

8. Service Tax Registration No. : \_\_\_\_\_  
(Attach attested copy)

9. Labour registration certificate No. : \_\_\_\_\_  
(Attach attested copy)

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

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

(b) Dated : \_\_\_\_\_

(c) Name of the issuing Bank : \_\_\_\_\_



10. 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 indicating date of award of contract and date of completion of contract successfully obtained from the Ministries/Departments should be enclosed.**

Signature of the authorised person

Name

Company Seal

Dated:

Place:

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Annexure-B**

**Application for Financial Bid**

S. No.	Description	Quantity (tentative)	*CAMC charges/ Unit for one year	Total Charges	* CAMC charges/unit for three years	Total Charges
1.	Window AC 1.5 Ton	100 Nos.				
2.	Split AC 2.0 Ton	230 Nos.				
3.	Tower AC 2.0 Ton	4 Nos.				
4.	Casette AC	3 Nos.				
5.	Water Cooler	16 Nos.				
Grand Total						

\*CAMC – Comprehensive Annual Maintenance Contract.

**(Authorised Signatory)**  
**With full name, designation & Company Seal)**