

No.D-21014/1/2018-SEO  
Government of India  
Ministry of Commerce & Industry  
(Department of Industrial Policy & Promotion )  
(SEO Cell )


UDYOG BHAWAN, NEW DELHI  
Dated the 21 December, 2018

TENDER DOCUMENT

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR AIRCONDITIONERS (WINDOW, SPLIT, ROOF MOUNTED CASSETTES TYPE, WATER COOLERS ETC IN THE DEPARTMENT OF INDUSTRIAL POLICY & PROMOTION , UDYOG BHAWAN, NEW DELHI.**

S. No.	Activity	Date
1.	Date of Invitation of Tender :	21-12-2018
2.	Last date of submission EMD :	10-01-2019 at 02.30 PM
3.	Last date and time for online submission of Tender document	10-01-2019 upto 03.00 PM
4.	Opening of pre qualification/technical bids :	11-01-2019 at 04.00 PM
5.	Opening of Financial Bids of eligible Tenderers	Would be intimated in due Course

In case, any holiday is declared by the Government on the day of opening, the tenders will be opened on the next working day at the same time. The Department reserves the right to accept or reject any or all the tenders without assigning any reason therefor.

  
( Binod Kumar )  
Under Secretary to the Govt. of India  
Tel No. 2306-1526

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(Department of Industrial Policy & Promotion )  
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UDYOG BHAWAN, NEW DELHI  
Dated the 21 December, 2018

e-PROCUREMENT TENDER NOTICE

**e-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR AIRCONDITIONERS (WINDOW, SPLIT, ROOF MOUNTED CASSETTES TYPE, WATER COOLERS ETC. IN THE DEPARTMENT OF INDUSTRIAL POLICY & PROMOTION, UDYOG BHAWAN, NEW DELHI BY REPUTED FIRMS.**

Online e- tender are invited by the Department of Industrial Policy & Promotion(DIPP) in two bid system (i.e. **Part-I Technical Bid** and **Part-II: Financial Bid**) from reputed and experienced firms located in Delhi, New Delhi/ NCR and having annual turnover of Rs.10 lakhs or more for the last three years for comprehensive maintenance contract for Air Conditioner (Window, Split and Roof mounted cassettes type & Water Coolers). The period of Annual Contract of maintenance/repairing of the above said items will be for a period of 2 years which is extendable by another one year subject to satisfactory performance of contractor on the same terms and conditions and consent of the Department i.e. DIPP. **The Annual Value of the contract would be about Rs. 5.00 Lakhs (Approximate).**

2. The tender documents can be downloaded from the websites of <http://eprocure.gov.in/eprocure/app> from 21.12.2018 to 10.01.2019 ( up to 3.00 P.M.).

3. The interested service providers may submit the tenders online at <http://eprocure.gov.in/eprocure/app> in two bids systems {i.e. (i) Technical Bid and (ii) Financial Bid} in the prescribed proforma. Tenders are to be submitted only online through e-procurement Portal <http://eprocure.gov.in/eprocure/app>. All the documents in support of eligibility criteria etc. are also to be scanned and uploaded along with the Tender Documents. Tenders sent by any other mode will not be accepted. No. tender documents will be accepted after the expiry of stipulated date and time for the purpose under any circumstances whatsoever. The details of scope of work, eligibility requirements and terms and conditions of contract etc. are given in **Annexure-I**.

4. The Technical Bids should be submitted online as per the format at **Annexure-II**. The Financial Bids should be submitted online as per format at **Annexure-III**.

5.1 The Earnest Deposit (EMD) of Rs. 25,000/- (Rupees Twenty Five Thousand only) should be submitted in the form of Account Payee Demand Draft, Fixed Deposit Receipt/Banker's Cheque or Bank Guarantee from any of the nationalized banks drawn in favour of DDO(Cash), Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi will be submitted to the **Under Secretary(SEO, Department of Industrial Policy and Promotion, Room No. 368, 3<sup>rd</sup> Floor, Udyog Bhawan, New Delhi till 2.30 P.M. on 10.01.2019**. Late receipt of EMD will make the bidder disqualified and that bid will not be considered. If the bid is received without EMD, the same shall not be considered and rejected summarily. Accordingly, bidders are required to ensure that their entry is made in EMD register and their signatures are obtained on the same before the Register is closed on the prescribed time. The earnest money will be returned to all the unsuccessful tenders after finalization of the Contract.


5.2. Tenderers who are registered with NSIC/MSME authorities for tendered service/items are exempted from payment of EMD on production of attested copy of certificate issued by NSIC/MSME. Similarly, Startups registered under the Startup India initiative shall also be exempted from payment of EMD.

6. The Technical Bids will be opened online on 11-01-2019 at 04.00 P.M. by a Committee of Officers in Room No. 368, 3<sup>rd</sup> Floor, Udyog Bhawan, New Delhi. The Technical Bid will be evaluated first. The Financial Bid will be evaluated only if the tenderer's Technical Bid is found satisfactory in all respects by the tender committee. The tenderer will have no rights whatsoever to insist that his Financial Bid be evaluated in the event of the Department rejecting his Technical Bid as unsatisfactory.

7. The Lowest bidder will be decided on the basis of the total value of the bid price quoted for the items indicated at Sl. No. 1 to 4 of Part-A and S. No. 1 to 13 in Part-B of the Financial Bid (Annexure-II).

8. The quotation of any firm which discloses its price bid in any other document except the Financial Bid will be summarily rejected.

9. It must be noted that in order to be eligible to participate in the bid a tenderer must quote rates for all the items mentioned in Price Bid, failing which bids will be rejected. If the firm quotes "Nil" charges/consideration, the bid shall be treated as unresponsive and will not be considered.

  
( Binod Kumar )  
Under Secretary to the Govt. of India  
Tel N o.2306-1526

Copy to :-

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2. NIC, DIPP, Udyog Bhawan, with the request to upload the e-tender notice on the website of DIPP.



**SCOPE OF WORK, ELIGIBILITY REQUIREMENTS AND TERMS AND CONDITIONS OF CONTRACT ETC.:-**

**1. Scope of work**

- (a) The maintenance Contract shall be comprehensive in nature and the contractor will be required to keep all the equipments in perfect working condition throughout the period of contract and no extra payment will be made for any repair, replacement of any part of the equipment's gas charging etc to the contractor. Bidders are, accordingly, instructed to quote all inclusive rates per machine (per unit) for the maintenance of the equipment apparatus during the whole of the period of contract.
- (b) Free repairing of the compressor/fans/motor.
- (c) Free replacement of defective electrical / mechanical parts.
- (d) Servicing including washing and cleaning of outer grill, filter etc on quarterly basis.
- (e) Free gas charging (except physical damage by monkeys)
- (f) Overhauling including servicing once a year.
- (g) It shall also be the responsibility of the approved contractor to periodically service and inspect/check all the gadgets/apparatus that are under the 'maintenance period', so as to ensure their smooth and satisfactory functioning. The contractor shall also obtain a certificate from the 'user Sections/officers at least once in a quarter to the effect that the said apparatus are working satisfactorily during the quarter in question. If any of the equipment covered under this 'maintenance contract' remains out of order for want of repairs, etc. for more than four days in a row, or if the Ministry has sufficient reasons to infer/conclude that the equipment concerned have not been properly maintained and serviced by the Contractor, a reasonable proportionate deduction will be made from the charges due to the contractor firm. The decision of the Department as regards the reasonableness of deduction' shall be final and binding on the Contractor.

**2. Eligibility requirements:-**

- (i) The Firm should have experience of 3 years in any Ministry/Departments/PSUs in the relevant field. Copies of Award letters and experience certificates of last three years (2015-2016 to 2017-2018) signed by an officer not below the rank of Section Officer are to be scanned and uploaded.
- (ii). The firm should have a PAN No. from income tax Department.(Copy of PAN No. is to be uploaded).
- (iii) The firm should have a GST Reg. No./Service Tax No. (Copy of relevant proof is to be uploaded).
- (iv) The firm should have Annual Turnover of Rs. 10 Lakhs or above for the last three years i.e. 2015-2016, 2016-2017 and 2017-2018. Copy of relevant documents certified by CA to be uploaded. However, Startups registered under Startup India initiative shall be exempted from the turnover requirement.
- (v). The firm should not have been blacklisted by any Ministries / Departments/PSUs or Banks etc. A self-declaration certificate in this regard to be uploaded.

**3. General Terms and Conditions of contract:-**

- (i) The successful bidder shall submit performance security in the form of Account Payee Demand Draft/Fixed Deposit Receipt/ Bank Guarantee from any of the nationalized bank amounting to Rs. One lakh only in favour of the DDO(Cash), Department of Industrial Policy & Promotion, Udyog Bhawan, New Delhi -11 0001. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The Security Deposit will be



refunded only after the expiry of the contract This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to any action by the Department that the contractor firm may invite upon themselves due to any of the reasons specified above.

- (ii) The rates to be approved on the basis of quotations shall be valid for the entire period of contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged/worn-out parts, etc. that are very much essential for the proper maintenance/upkeep of the gadgets concerned throughout the period of contract. All the ACs & water coolers have to be taken for comprehensive annual maintenance contract on "as is where basis".
- (iii) No extra payment, whatsoever, on account of mishandling by the contractor of the equipments or damage by the contractor or otherwise will be made to the contractor except the all inclusive rates and the rates permitted under this contract. It shall be the responsibility of the successful tenderer to make all the AC/Water Coolers etc. concerned work/run satisfactorily throughout the period of contract.
- (iv) The work will have to be carried out in the premises of the Department of IPP, Udyog Bhawan, the O/O E-Biz which is located in Lok Nayak Bhawan Building, Khan Market, New Delhi. The gadgets in question installed at the residential offices of Ministers in the Ministry are also covered under the contract. Only such work which is not possible for execution in the premises of this Department shall be allowed to be carried out in the workshop of the firm. In any case no Air conditioner etc. or any other items/part thereof shall be allowed to be taken out of the premises of the Department without formal permission of the Department. **The items taken out of the premises of this Department to the workshop of the firm will have to be brought back within three days, failing which the cost of the machine and/or parts thereof will be recovered from the firm without any notice.** The charges for transporting these parts/equipment from the premises of this Department to workshop and back and for the labourers engaged for this work shall have to be borne by the successful tenderer himself.
- (v) The firm which is awarded the work will be required to depute adequate number of well - experienced service engineers/mechanics/helpers, who will also remain available in the premises of this Department, in order that all urgent calls besides day-to-day checking of the machines during the currency of contract are promptly attended to. It shall be obligatory on the part of the contractor to depute **at least one qualified Service Engineer and two Mechanics** to this Department on all working days throughout the period of contract from 9.00 A.M. to 6.30 P.M. and they will be required to mark their attendance with SEO Cell daily and give a report of the service done by them and complaints attended with satisfactory user report on a daily basis. To meet exigencies, the Department shall be within its competence to requisition the services of the mechanics/electricians deputed by the contractor, beyond the working hours, including Saturdays/Sundays/ holidays. No additional payment shall, however, be made for this purpose.
- (vi) The numbers of equipment may increase or decrease at the discretion of this Department and payment will increase or decrease on pro rata basis accordingly. In case any new office at a new location is added, this contract will deemed to be applicable in that new office also.



- (vii) Any sum of money due and payable to the contractor, including the Security Deposit, under this contract shall be appropriated by this Department and set off against any claim to this Department for the payment of a sum of money arising out of the contract with this Department.
- (viii) Bidders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their quotation, as no change or violation of the aforesaid terms and conditions are permissible once the quotation is accepted by this Department.
- (ix) First servicing will be done within 10 days from the date of award of contract and thereafter every 3 months. Besides, cleaning/servicing will be done by the contractor as and when required in a particular AC.
- (x) The Contractor will prepare a list of ACs. being maintained by his firm and obtain the signature of user officers in respect of these equipment. Signature of these officers/employees will be obtained by the firm whenever these equipments are cleaned and serviced etc. This signed list will be enclosed while claiming the payment. No payment will be made without the signature and satisfactory report by the user or his staff.
- (xi) Penalty of Rs. 1000/- per AC will be imposed for non-servicing and cleaning of ACs by the due dates.
- (xii) Penalty of Rs.500/- per AC will be imposed, if the complaint is not attended and rectified within a period of 2 days from the date of complaint.
- (xiii) All the items supplied by the contractor under the contract will have a minimum warranty of 2 years or the original company warranty, whichever is more.
- (xiv) No advance payment will be made.
- (xv) Payment will be made quarterly on the basis of satisfactory services reports submitted by users.
- (xvi) The Department reserve the right to impose penalty for unsatisfactory services or any damage to any machines under AMC or otherwise due to negligence of engineer/staff of contractor. The decision of Department will be final and no correspondence in this regard will be entertained.
- (xvii) The contractor will have to give an undertaking before award of contract that all terms and condition indicated above or as made applicable during tenure of AMC are acceptable to him/her.

  
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ON LINE TECHNICAL BID

S. No.	Description	Information to be given / Documents to uploaded
1.	Name of the Agency/Firm	
2.	Business address of the Agency/Firm	
3.	Telephone No.	
4.	Mobile No.	
5.	Annual turnover of Rs.10,00,000/- (Ten lakh ) of the firm with proof of last 3 years. (i.e. 2015-16, 2016-17 & 2017-18)  (Startups registered under Startup India initiative shall be exempted from the turnover requirement.) (Proof to be uploaded)	
6.	PAN of the Agency/Firm  (Proof to be uploaded)	
7.	GST/Service Tax Registration No. of Agency/Firm  (Proof to be uploaded)	
8.	Copy of contracts / Certificates of last 3 years in similar field. (Copy of Award letter & experience certificates of last three years (2015-16 to 2017-2018) to be uploaded)	
9.	Details of EMD  (Firms/Agencies registered with NSIC/MSME authorities for tendered service/items are exempted from payment of EMD on production of attested copy of certificate issued by NSIC/MSME). Startups registered under the Startup India initiative shall also be exempted from payment of EMD.  (Proof to be uploaded)	i). D.D. No..... ii). Date..... iii). Amount: ..... iv) Name of Bank: ..... v). Branch: .....
10.	Self Certificate to the effect that the firm has not been black listed by any Ministry / Deptt./PSUs or Banks etc. (To be uploaded)	



(Sign. & seal of contractor )

**ON LINE FINANCIAL BID**

**Annual Rates for comprehensive Maintenance contract of ACs and water coolers:-**

**Part-A**

S. No.	Description of work / job work	Number of Units (Approximate )	Rates per unit (excluding Taxes) (in Rs.)
1.	Comprehensive Maintenance of Air-conditioners of <b>window</b> type(of all makes / models )	141 Nos.	
2.	Comprehensive Maintenance of Air conditioners of <b>split</b> type ( of all makes / models )	137 Nos.	
3.	Comprehensive Maintenance of <b>Roof Mounted</b> cassette mounted Air conditioners of split type ( of Daikin models )	09 Nos.	
4.	Water Cooler ( <b>Maintenance</b> )	04 Nos.	

**Part-B. (MISCELLANEOUS ITEMS)**

Description of required items	Number of Units (Approximate )	Rates per unit/items (excluding Taxes) (in Rs.)
1.	Installation of Split AC	5 Nos.
2.	Installation of Window AC	3 Nos.
3.	Dismantle charge of Split AC	4 Nos.
4.	Dismantle charge of Window AC	3 Nos.
5.	Filling of gas charging for Split AC <b>(Only in case of physical damage by monkeys )</b>	55 Nos..
6.	Remote (Handset ) of Split ACs(Original Company make) <b>[Only in case of damage/lost Remote]</b>	1 Nos.
7.	Remote (Handset ) of Window ACs(Original Company make) <b>[Only in case of damage/ lost Remote ]</b>	1 Nos.
8.	Copper pipe (Standard Quality) Both pipes inclusive i.e. ½" & ¼" Copper pipes drain pipe with complete insulation and PVC cover <b>[Rate per meter for all these combined]</b>	208 Mtr.
9.	Iron stand for fixing the outdoor unit of Split AC <b>[ Rate one set ]</b>	4 Nos.
10.	3 core wire (70/76) for ACs (per mts.) (ISI make only) <b>[ Rate per meter ]</b>	520 Mtr.
11.	Drain pipe 15 MM <b>[Rate per mts. ]</b>	7 Mtr.
12.	Supply of metal plug of ACs <b>[ Rate per plug ]</b>	94 Nos.
13.	Supply water tray for Window type ACs. <b>[ Rate per set ]</b>	1 Nos.

**Note: The Lowest bidder will be decided on the basis of the total value of the bid price quoted for the items indicated at Sl. No. 1 to 4 of Part-A and S. No. 1 to 13 in Part-B of above Financial Bid.**

(Sign. & seal of contractor )

