No.D-21014/01/2016-Genl Government of India Ministry of Corporate Affairs

5th Floor, A-Wing, New Delhi, Shastri Bhawan Dated *OL* September, 2016.

TENDER NOTICE

Subject: Comprehensive Annual Maintenance Contract of window/cassette type & split air conditioners and water coolers installed in Ministry of Corporate Affairs in Shastri Bhawan and CGO Complex New Delhi

Sealed tenders are invited from reputed and financially sound firms for the work of comprehensive Annual Maintenance of window/cassette type & split air conditioners and water coolers installed in Shastri Bhawan and CGO Complex, New Delhi initially for a period of one year from the date of award of contract on the terms & conditions enumerated in the following paragraphs. The tender document can be obtained from the Section Officer (Genl.), Room No.511-B, 5th Floor, Shastri Bhavan, New Delhi on any working day during office hours. The tender document can also be down-loaded from the Ministry's website: www.mca.gov.in and Central Public Procurement Portal: www.eprocure.gov.in. The schedule of receipt opening of bids is as under: -

Last date & Time for receipt of bids

20.09.2016 up to 11:30 a.m.

Date & time for opening of bids:

20.09.2016 at 3:30 p.m.

- 2. The bid should include the following details:
 - (i) Name of the firm
 - (ii) Business address of the firm
 - (iii) Copy of registration with Service Tax Department.
 - (iv) Service tax, income tax returns for preceding financial year
 - (v) The firm should not be blacklisted / terminated & debarred in past. The firm required to submit a declaration for the same with affidavit attested by notary.
 - (vi) Details of past experience of providing similar services in Ministries/Departments/PSUs during the last Three years should be attached.
 - (vii) Earnest money Deposit of Rs. 15,000/- in the form of Demand Draft in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs" payable at New Delhi.
 - (viii) Successful bidder shall be required to furnish Performance Security of Rs. 25,000/- in the form of FDR or Bank Guarantee duly hypothecated in favour of "Pay & Accounts Officer, Ministry of Corporate Affairs" within a week after of award of contract.

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NOTE: If any of the details submitted by bidder are found to be incorrect/false then the firm will be blacklisted with the name of proprietor with wide circulation.

- Details of the firm in the proforma given in ANNEXURE -1 should be filled up completely.
- 4. The rates for comprehensive AMC of window/split/Cassette Air conditioner should be submitted in **ANNEXURE-2**.
- 5. The cover containing the tender and subscribed as 'Tender for Comprehensive AMC of window/cassette/ split air conditioners etc.' complete in all respects should be submitted to the Under Secretary (Genl.), Ministry of Corporate Affairs, Room No.526, A-Wing, 5th Floor, Shastri Bhavan, New Delhi latest by 20-09-2016 up to 11.30 A.M. Bids received after due date and time will not be accepted. The Bids will be opened on the same day at 3:30 p.m. in Room No.526, A-Wing, 5th Floor, Shastri Bhavan. New Delhi. Bidders or their representatives are welcome to remain present during the opening of the bids.

General Conditions

- 1) The service provider shall provide direct service and shall not employ Sub-Contractors.
- 2) The Agencies can inspect the site and equipment with the AC Technician after taking prior approval between 10am to 5 pm on all working days. No extra shall be payable for non-awareness of the site/equipment conditions and constraints.
- 3) Late tenders will not be considered and shall be rejected.
- 4) The rates quoted should be on FIRM & FIXED basis.
- 5) The earnest money deposit of un-successful bidder will be returned after finalization of the contract. The earnest money deposit of successful bidder will be returned after deposit of Performance Security Deposit. The Performance Security Deposit will be forfeited if term and conditions of contract are not fulfilled.
- This contract shall remain in force for one year unless terminated earlier by this Ministry on the basis of poor performance or violation of terms of the contract. The contract however, may be curtailed or extended by the competent authority in Ministry of Corporate Affairs subject to the performance of the firm.
- 7) The contractor shall be responsible for maintenance of Window/ Split AC/cassette unit in working order by placing the services of experienced technicians/mechanics in this Ministry through-out all working days and they will be bound to carry out job of urgent nature even during odd hours and holidays, if so desired by the Ministry.



- 8) No Air conditioner will be taken out by the Engineer to the workshop without prior approval of the Competent Authority in this Ministry. In that case, the firm will provide standby arrangement without any extra cost.
- 9) It shall be responsibility of the contractor to hand over all the air conditioners to the Ministry in working condition at the completion of the contract.
- 10) The air-conditioners shall be taken over for AMC contract on "as and where installed" basis. The contractor shall ensure that all Air conditioners are in proper working conditions at the time of taking over. After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the Ministry.
- 11) The Contractor shall employ its qualified and experienced AC Technician in sufficient numbers to maintain the required rate of progress and of quality to ensure workmanship of the degree specified in the Contract and to the satisfaction of the user concerned. The Contractor shall not employ in connection with the Works any person who has not completed eighteen years of age.
- 12) All the workers or employees deployed by the contractors shall be considered the employees of contractor and Ministry shall not have any liability what so ever in nature in regard to such workers/employees.
- 13) The Contractor shall pay to the Technician employed by him directly wages not less than fair wages as per Minimum Wages Act. Fair Wage' means wages, which shall include wages for weekly day of rest and other allowances whether for time or piece work, after taking into consideration prevailing market rates for similar employment in the neighborhood but shall not be less than the minimum rates of wages fixed under the payment of Minimum Wages Act.
- 14) The payment to the agency will be made on quarterly basis at the end of each quarter against invoice with TAN number, raised by the agency and based on past performance. TDS, Service Tax, WCT and any other tax as applicable as per prevailing rates will be deducted before making the payment. Quarter shall mean three months.
- 15) The replacement of compressors, which are under warranty/guarantee will be replaced by the AMC provider. The Ministry will provide only bills and other expenses will be borne by the AMC provider
- 16) Transportation of Air-Conditioner Units from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider.



- 17) The number of ACs may be decrease/increase in future which shall be included in the maintenance contract.
- 18) It will be ensured by the firm that all the filters are cleaned regularly on a fortnightly basis and the air conditioner are kept defect free throughout the year. Failure to repair/service the equipment in question within 24 hours without justifiable reasons or to return the repaired machine within two days at the maximum may entitle proportionate deduction in the bill in respect of the total period.
- 19) If the work is found unsatisfactory or if the firm dishonors the contract, the job will be entrusted to any other firm/party at the risk/expense of the contractor.
- 20) The Ministry reserves the right summarily to terminate the contract at any time without assigning any reason. In this connection, the decision of the Ministry shall be final and binding on the contractor.
- 21) All disputes will be subject to the jurisdiction of the New Delhi/Delhi courts.
- 22) This Ministry reserves the right to accept or reject any tender in full or in part without assigning any reason thereof.
- All the parties 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 the quotations will be considered and the contract will be finalized taking in to account the requisite documents received alongwith the tenders. Further, no change of violation of the aforesaid terms & conditions will be permissible once the quotation is finalized and accepted by this Ministry.

(Riazul Haque)
Under Secretary to the Government of India

PERFORMA FOR SUBMISSION OF DETAILS OF THE FIRM

| S.N | Description | Please indicate requisite information | Page No. in the attached document |
|-----|--|---------------------------------------|-----------------------------------|
| 1. | Name, address & telephone No. of the firm with copy of address proof | | |
| 2. | Name of the proprietor/partners of the Firm | | |
| 3. | Registration in Service Tax Department with numbers along with copy of service tax and Income tax returns for the preceding financial year | | |
| 4. | Proof of annual turnover not less than 10.00 lakhs during any of the last three years along with the proper documentary proof. | | |
| 5. | Details of the past experience in maintenance of various types of Air Conditioners and other related works in Ministries / Departments during last three years should be attached. | | |
| 6. | Declaration regarding that the company was never blacklisted/terminated and debarred in the past. | | |
| 7. | Details for providing satisfactory photocopying work amounting minimum of Rs.10.00 lakh or two works of Rs. 5 lakh. | | |
| 8. | Details of EMD: (i) Name of Bank (ii) Number of Demand Draft (iii) Date of Demand Draft | | |

NOTE: If any of the details submitted by the bidder are found to be incorrect or false at a later stage, then the firm will be blacklisted by the Ministry.

I/we hereby agree to accept / abide by all the terms & conditions of the tender document.

Name & designation of the Authorized signatory of the firm (with seal of the Agency) Date:--

Day

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Rates for Comprehensive AMC of Window/ Split /Cassette and ductable Air Conditioner

| S.No | Details of A.C Units | Make | Unit | Qty | Rate | Amount |
|------|-------------------------|--|------|-----|------|--------|
| | | | | | | |
| 1. | 1.5 Ton Window AC | Voltas/ Videocon/LG/Carrier/ | No.s | 40 | | |
| 2 | 1.5 Ton Split AC | Voltas/ Videocon/LG/Carrier/ Hitachi | No.s | 90 | | |
| 3 | 2 Ton Split Tower AC | Voltas/ Videocon/LG/Carrier/ | No.s | 5 | | |
| 4 | 2 Ton Cassette AC | Voltas/ Videocon/LG/Carrier/ | No.s | 6 | | |
| 5. | Water coolers TOTAL | | No.s | 4 | | |

| NOTE: I hereby undertake t | to accept and abide by all the terms & conditions |
|----------------------------|---|
| of the tender document. | |
| | |
| | Signature: |
| | Name: |
| | Saal of the firm: |

Total Amount in words: -

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