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Competition Commission of India

Hindustan Times House(3rd floor)

18-20, Kasturba Gandhi Marg,

New Delhi – 110001

Tel : 011-23473690 Fax : 011-23704686

F.No.D-13020/1/2014-CSD (3)

Dated: 02/06/2016

LIMITED TENDER ENQUIRY FOR COMPREHENSIVE ANNUAL MAINTENANCE OF AIR CONDITIONERS

Competition Commission of India invites sealed Tenders in two bids system (Technical and Financial) from established, reputed, experienced and eligible firms to provide Annual Maintenance Contract in respect of window and split Air Conditioners installed in the Office of the DG, Competition Commission of India at 'Hudco Vishala' 'B' Wing, 14, Bhikaji Cama Place, New Delhi – 110 066. Details of the services required and other terms and conditions relating to the award of Contract are given in the Annexure –I.

2. Tender Document is available on the website of the Commission i.e. www.cci.gov.in. The intending bidders may download the tender document containing the terms and conditions and submit the same along with requisite amount of Earnest Money in the form of Demand Draft in favour of "Competition Commission of India (Competition Fund) Account" payable at New Delhi. Tenders received without the requisite EMD will be rejected.

3. All eligible and interested service providers are requested to submit their sealed tenders as per the prescribed procedure to this office on or before **1500 Hrs. of 05-07-2016**.

4. The "Technical Bid" will be opened on the same day i.e. **05-07-2016 at 1530Hrs.** in the presence of authorized representatives of bidders. The "Financial Bids" of only those firms who qualify in the "Technical Bid" shall be opened.

(Ramesh Chand)
Dy. Director

TERMS & CONDITIONS

1. LAST DATE & TIME OF RECEIPT OF TENDERS : **05-07-2016 at 1500 Hrs.**
2. DATE & TIME OF OPENING OF TECHNICAL BID : **05-07-2016 at 1530 Hrs.**
3. PLACE OF SUBMITTING TENDERS : Reception of CCI (3rd Floor)
Hindustan Times House
18-20, Kasturba Gandhi Marg,
New Delhi - 110001.
4. NO. OF AIR CONDITIONERS INSTALLED*

S.No	Location	Split AC			Window AC
		1 ton	1.5 ton	2 ton	1.5 ton
01	DG Office "HudcoVishala" 'B' Wing 14, Bhikaji Cama Place, New Delhi- 110066	04	28	13	03

The above figure is tentative and the actual number of air conditioners may vary.

5. SCOPE OF WORK:

The selected Agency/Firm shall be responsible to provide comprehensive annual maintenance of all AC units. The comprehensive AMC will include

- Wet Service of all Air Conditioner Units once in a quarter
- Periodical preventive maintenance
- All repairs (except Compressor)
- All spares (except Compressor and plastic parts as mentioned in Annexure-III)
- Gas filling in all cases including at the time of replacement of compressor, shifting of outer units etc.

- 6. Validity of the contract:** The Annual Maintenance Contract (AMC) is for one year and shall start from the date of taking over the charge of the maintenance contract. However, the contract may be extended for a further period of one year on mutual consent basis at the same rates, terms and conditions, provided the services rendered were satisfactory.

CCI, however, reserves the right to terminate the contract by giving 15 days' prior notice and without assigning any reason thereof. The contractor may terminate the contract by giving prior notice of one month.

7. Eligibility conditions

- a) The agency/firm should have experience of at least 2 years in the relevant field and must be doing such services for various reputed organizations.
- b) The agency/firm should be registered under Service Tax Registration/VAT Registration Authorities.
- c) The agency/firm should have a minimum turnover of Rs.5 lakh per year for the last two financial years.
- d) The details of inputs/information required to be submitted by the agency are listed in the format for Technical Bid (Annexure II).
- e) At least three satisfactory performance certificates (from the reputed organizations) to be attached for work done during the last two financial years.
- f) The agency/firm must have workshop/service station for AC maintenance in Delhi.
- g) The agency/firm should not have been blacklisted by any Govt. Office/department/PSU.

The bidders are required to attach self attested photocopies of VAT registration, Service Tax registration, PAN card and ITRs for at least two year/Certificate w.r.t. working for at least 3 reputed organizations. Failure in submitting any of these documents will lead to rejection of bid document.

8. Earnest Money Deposit (EMD) : The bids must be submitted with an Earnest Money Deposit (EMD) of Rs.5,000.00 (Rupees five thousand only) in the form of Demand Draft in favour of "Competition Commission of India (Competition Fund) Account". Bids received without EMD will be rejected. The Bid Security of unsuccessful Bidders shall be returned as promptly as possible upon the successful Bidder's acceptance of the offer of contract. EMD of successful bidder shall be returned on receipt of Performance Security by the CCI and after signing the agreement.

EMD of the bidder(s) will be forfeited if :

- a) The bidder is not willing to abide by the terms and conditions after submission of the bid.
- b) The bidder withdraws the bid before finalization of bids.
- c) The successful bidder fails to furnish Performance Security within the stipulated time.



9. Responsibilities of the Firm/Agency :

- i) The AMC shall be Comprehensive. The maintenance contract shall cover replacement of a part or all genuine/branded parts (except compressors and plastic parts as mentioned in Annexure-III) by the contractor free of cost, as and when required.
- ii) The quoted amount shall include all repairs and replacement of parts except the Compressor and plastic parts;
- iii) The rate of Compressor will be indicated by the Firm separately which will remain valid during the period of AMC. The old compressor will be taken back by the AMC service provider at the rates quoted by the bidder.
- iv) All complaints must be attended to within six hours;
- v) In case the AC unit is not repairable within the Office, the same shall be carried to agency/firm's workshop at its own expenses with written permission of Competent Authority;
- vi) The units carried to the workshop shall be repaired/made functional and returned to CCI within three days, failing which CCI shall be free to impose penalty @ Rs.500/- per day;
- vii) It shall be responsibility of the Firm to hand over the AC units (under contract) to CCI or the agency engaged by CCI for this purpose in working condition at the expiry of the Contract.
- viii) During the validity of the contract, the company will render preventive maintenance services of the equipments at the frequency of at least once in every month. The ACs will be thoroughly cleaned, tested, repaired and kept in working condition all the time. In case the machine is idle for replacement of the parts, the company will replace the parts in reasonable time which in any case will not be more than 24 hours from the registration of complaint.
- ix) The contractor will deploy one technician in the office permanently during peak season (April to July) to attend frequent complaints. The technician shall be available in the office from 9.00 A.M. to 6.00 P.M. on all working days during the period.
- x) In case an AC is to be taken to the Service Station/Workshop for repairs etc. with the permission of the Competition Commission of India/DG Office, the contractor will provide standby AC. Competition Commission of India will not pay any charges for standby AC and will not be responsible for any damage occurred in the standby AC.
- xi) The contractor will attend to all the calls from CCI on all working days. The urgent, immediate and unavoidable calls are also to be attended before and after the usual office time and even on holidays. However, the reasonable time would be allowed for the specific jobs on the merits of the jobs. CCI reserves the rights to decide any job as urgent or unavoidable depending upon the nature and venue of the job. The Service Provider Firm is liable to take the maintenance job in the holidays due to urgency of work.
- xii) All maintenance/repair work has to be attended within 6 hours of the complaint by the relevant authority. After that period of time, a penalty of Rs. 200/- per 6 hours will be imposed. Further, in case the service provider fails to attend the complaint, and due to urgency the services of an outside vendor is availed by the CCI on payment basis, the service provider will be liable to reimburse the amount to CCI or the amount shall be deducted from the payment due to the contractor.

- xiii) A schedule for the monthly monitoring visit as a part of the preventive maintenance service should be developed at the beginning of the year and this schedule is to be got approved by Competent Authority in DG Office and it should be strictly followed.
- xiv) There should not be loose cables, hanging boards, naked live cables etc. Proper earthing is must wherever it is required.
- xv) It shall be responsibility of the Firm to hand over the AC units to CCI under contract in working condition at the expiry of the Contract period.

10. Submission of Tenders:

- (i) The technical and financial bids must be submitted in separate sealed cover in the format as prescribed in Annexure-II and Annexure-III respectively.
- (ii) Both the bids (technical and financial bids – sealed separately) along with third envelope containing EMD are to be kept in a big sealed envelope.
- (iii) The envelope containing EMD should not be sealed and kept open.
- (iv) The big envelope containing the three envelopes must be superscribed “Tender for comprehensive AMC of AC due on **05-07-2016**.”
- (v) The sealed envelope containing all bids must be dropped in the Tender Box kept at the Reception of CCI at Hindustan Times House (3rd Floor) by **1500 Hrs. of 05-07-2016**.
- (vi) Technical bids shall be opened on **05-07-2016 at 1530 Hrs.** in the presence of authorized representatives of bidders.
- (vii) There should be no cuttings/ overwriting. The cutting, if any should be duly attested. Non-attested/ amended/ overwriting figures will not be considered.
- (viii) Quotations received in an unsealed cover or received after the due date are liable to be rejected. Ambiguous bids will also be rejected.
- (ix) CCI reserves the right to reject any/ or all the bid(s) received without assigning any reason thereof.
- (x) For technical information related to Comprehensive AMC and any other related discussion, the firm/ service provider should consult the Dy. Director (CS) in CCI, HT House, K.G. Marg, ND/Asstt. Director (CS) in DG Office at HUDCO Vishala Building, Bhikaji Cama Place, New Delhi.
- (xi) The successful firm will have to execute an agreement with CCI within fifteen days of issue of work order.
- (xii) The firm should quote rates exclusive of all taxes /duties.
- (xiii) Commercial/Financial bids of only those bidders whose technical bids are acceptable/qualified will be opened.
- (xiv) Late/delayed bids due to any reason, whatsoever, will not be accepted/considered, at all, under any circumstances.

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11. **Performance Security:**

- a. The successful bidder shall be required to deposit an amount equal to 10% of the total contract value to be deposited with CCI within one week of receipt of "Letter of Offer." This will be in the form of bank guarantee from any of the scheduled Bank pledged in the name of the "Competition Commission of India (Competition Fund) Account".
- b. Performance security shall be valid for a period of 3 months beyond the date of completion of all contractual obligations. In case the contract period is extended, the validity of Performance Security shall also be extended by the contractor accordingly. In the event of breach/violation or contravention of any terms and conditions by the firm/agency, the said Performance Security shall be forfeited. In addition, the contract can also be terminated and firm may be blacklisted.
- c. Performance Security will be discharged after completion of contractor's performance obligations including warranty obligations under the contract.
- d. If the contractor fails or neglects any of his obligations under the contract, CCI reserve the right to forfeit either whole or any part of Performance security furnished by the bidder as penalty for such failure.

12. **Payment:** Payment to the selected agency shall be released on half yearly basis i.e. 50% after six months from the date of taking over of the charge of AMC and balance 50% on completion of AMC. The contractor will submit the bill to Asstt. Director (CS), CCI through the DG Office after due verification of the same by DG Office. Payment will be made on the basis of satisfactory work certificate issued by the DG Office.

13. **Validity of Tender:** Rates quoted by the Firm shall remain valid for 120 days from the date of the opening of the Financial bid.

14. Evaluation criteria : 50 per cent weightage will be given to sum of AMC charges of all the AC units. Weightage of 10% each (totaling to 30%) will be given to rates for dismantling charges, re-installation charges and rates for compressor under buy-back i.e. column No.6,7 and 8 of the financial bid. Lastly, 20% weightage will be given to rates for accessories (spare parts rates as mentioned in Annexure-III) as per table given in the criteria for evaluation bids. The tender will be awarded to the firm who has quoted the lowest aggregate percentage amount.

15. TDS and any other Government levies applicable shall be deducted on bill Amount as per Government of India instructions issued from time to time.

16. The successful bidder will enter into a contract with CCI and the terms and conditions of the contract will be binding on both the parties.

17. CCI reserves the right to accept or reject any or all the bids.

18. CCI reserves the right to terminate the Contract after giving 15 days notice at any time during the currency of the Contract without assigning any reason, whatsoever, if the services provided by the firm are found to be unsatisfactory.

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19. The CCI shall have no liability, financial or otherwise, for any harm /damage/injury inflicted to the manpower deployed by the Contractor in the course of performing AMC. Neither Contractor nor his workers shall have any claim on CCI for compensation or financial assistance on this account.

20. The firm/contractor shall be solely responsible for any injury / accident to the person deployed by the contractor/firm for performing the AMC. CCI Shall not bear any liability in this regard.

21. The firm/contractor shall comply with all existing labour legislation and Acts, such as Minimum Wages Act, Contract Labour (Regulation & Abolition) Act, Workmen's Compensation Act, Payment of Wages Act, Provident Fund Act, ESI Act, etc. For any lapse or breach on the part of the tenderer in respect of non-compliance of any Labour Legislation in force during the validity of the contract, the firm/contractor would be fully responsible and would indemnify the Commission, in case the Commission is held liable for the lapse on the part of the firm/contractor. The firm/contractor must ensure the compliance of all the relevant labour laws of the land at all times.

22. Additional ACs may be brought under the purview of the AMC as and when required. The AMC charges for such ACs included later during the currency of AMC contract would be on pro-rata basis.

23. In all matters of disputes relating to the AMC, the decision of CCI shall be final and binding upon the Company.

24. In case of disputes, Court in Delhi shall alone have the jurisdiction.

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ANNEXURE - II

PROFORMA FOR TECHNICAL BID

S.No.	Items	Information/ Inputs to be filled by the tenderer (If required separate sheets may be enclosed)
1.	Name and Address of the firm/agency, telephone number, fax, mobile number, email address	
2.	Type of organization (Whether proprietorship, partnership, private limited, limited company)	
3.	Year of formation of the firm/agency /experience as an air conditioning agency	
4.	Annual Turnover(Documentary evidence to be attached) financial year wise	
	Two financial years.	
5.	Contact number in case of emergency	
6.	(a) Service tax number/ Certificate (b) PAN number (copies to be attached)	
7.	Details of reputed organizations served during last two years with contact number of concerned officer	
8.	Copies of certificates regarding satisfactory services (Atleast 3 certificates to be attached)	
9.	Details of Earnest Money Deposit	DD No. Date
10.	Undertaking to be given by the firm that the firm has not been blacklisted by the Govt. Deptt./PSU etc.	
11.	Infrastructure details	
12.	Service centre /workshop of AC maintenance	
13.	Any other information	

Self attested copies of relevant documents are enclosed in support of above information.

Date :
Place :

Signature of the authorized signatory of the agency
Official seal/ stamp

Undertaking

I/We hereby certify that all the information furnished are true to my/our knowledge. I/We have no objection to CCI verifying any or all the information furnished in this document with the concerned authorities, if necessary.

I/We also certify that, I/we have understood all the terms and conditions indicated in the tender document and hereby accept the same completely.

Signature of the authorized signatory of the agency
Official seal/ stamp

Date:
Place:

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PROFORMA FOR FINANCIAL BID

1. Name, Address and Telephone Number :
of the Firm/Agency
2. Name of Proprietor/authorized signatory with Tel.No. :
3. Rates offered

Annual Maintenance Contract

	AC Units (Capacity in Ton)	Qty.	AMC Rate per unit	Total* Col. [(3) X (4)]	Dismantling Charges (per unit)*	Re- installation Charges* (per unit)	*Rate of Compressor/ per unit** (under buy back)
(1)	(2)	(3)	(4)	(5)	(6)	(7)	(8)
1	Split	1	04				
		1.5	28				
		2	13				
2	Window	1.5	03				
	TOTAL	48					

Rates for items of accessories

S.No.	Description	No./Unit/Mtr	Rate*
1	Copper Pipe	Per mtr.	
2	Drain Pipe	Per mtr.	
3	Wall Mounting Kit	per Unit	
4	PVC Roll	per unit	
5	Rubber Installation Roll	per unit	
6	Indoor AC Blower	Per unit	
7	AC Body	Per unit	
8	Indoor Swing Flap	per unit	
9	Fan body of outdoor unit	Per unit	
	Total		

*exclusive of taxes

** Mention the Make also

Declaration : I/We have read and understood the terms and conditions of the Tender. We have inspected the site and have understood the scope of work and I/we have quoted the rates accordingly.

Place:
Date :

(Signature of authorized signatory)

Name& Designation
Seal of the Firm/Agency.....

CRITERIA FOR EVALUATION OF FINANCIAL BID

Particulars	Amount
50% of Total of AMC charges for 48 ACs i.e. total of column (5) of financial bid	
10% of the Total of column (6) of the financial bid	
10% of the Total of column (7) of the financial bid	
10% of the Total of column (8) of the financial bid	
20% of the total of the rate for item of accessories	
Total	

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