

F.No. 11-23/2017-NCW(A)-Tender AC
National Commission for Women
Plot No. 21, Jasola Institutional Area
New Delhi 110025

20th July, 2020

TO

Section – I
(Notice Inviting – Limited Tender)

National Commission for Women (NCW) invites Limited Tender from Original Equipment Manufacturer (OEM) of Blue Star Authorised firms in the NCT of Delhi for Comprehensive Annual Maintenance Contract of Ductable Air Conditioner (Blue Star), Split Air Conditioner and Window Air Conditioner in NCW office as per specification and quantities indicated in the Annexure I.

1.	Tender No.	No. 11-23/2017-NCW(A)-Tender AC
2.	Name of the Work	Comprehensive Annual Maintenance Contract (CAMC) of Air conditioner
3.	Duration of the Contract	Initially for a period of 1 year. Extended for further period of 1 year as per providing satisfactory/good services in the previous year on same terms and conditions.
4.	EMD (Earnest Money Deposit)	Rs. 20,000/- (Draft in the name of "PAO, National Commission for Women" payable at New Delhi.
5.	Type of Tender	Limited Tender Enquiry
6.	Last date and Time of submission of Bids	30.07.2020 Time- 5.00 PM
7.	Date of opening of technical bids/Financial bids	Next working day (from the last date of submission of tender). Financial bids will be opened immediately after opening of technical bids of technically qualified bidders
7.	Address for Communication	Ms. Barnali Shome, Under Secretary, National Commission for Women, Plot No. 21, Jasola Institutional Area, New Delhi-110025. PH. 011-26944890/9555534049

Yours faithfully,


(Barnali Shome)
Under Secretary.

बर्नाली शोम / BARNALI SHOME
अवर सचिव / Under Secretary
राष्ट्रीय महिला आयोग / National Commission For Women
प्लॉट सं 21 जसोला संस्थानिक क्षेत्र, नई दिल्ली-110025
Plot No. 21, Jasola Institutional Area, New Delhi-110025

Section-II

Instructions to the Firms for Submission of Tender and General Terms and Conditions

1. **Inspection of Air Conditioners:** Firms may inspect the Air Conditioners installed in National Commission for Women on any working day before the last date of submission of tender. The firms shall contact Under Secretary (General Admn.) for the same.

2. The firms are to submit the Hard copy of the tender well before the last date. The tender should contain complete information as required. Non-submission of any of the information/documents as required vide Para 4 of this document shall lead to rejection of bids.

3. There shall be 12 preventive servicing in a year strictly on monthly basis.

4. **Documents required from the firm:**

- (a) Covering Letter as per Annexure – 1
- (b) General information of the firms as per Annexure – II
- (c) Copy of this Tender Document duly signed with seal of the firm in token of acceptance of the terms and conditions.
- (d) Ink signed authorization letter from OEM that the firm has been authorized to participate against this tender. Failure to submit the ink signed authorization certificate will invalidate the bid.
- (f) Earnest Money Deposit: Rs. 20,000/- (Twenty Thousand only) should be paid in shape of Demand Draft/Bank Guarantee/Banker Cheque/FDR in the name of "PAO, National Commission for Women, Payable at New Delhi. Bids without EMD shall be summarily rejected. If a bidder is selected, his/her EMD shall be retained and will be refunded on his/her furnishing a Performance Bank Guarantee. The EMDs of the unsuccessful bidders shall be refunded after the award of the Contract. No interest shall be payable by NCW on the Bid Security (EMD). As per extant rules government orders must necessarily be supported by appropriate government documents/circulars or orders. Failure to comply in this regard shall lead to rejection of bids. The EMD is exempted, as per Public Procurement Policy for Micro and Small Enterprises (MSMEs) order, 2012 dated 23.03.2012 issued by Ministry of MSME, participating MSEs shall enclose with their offers, the proof of their being MSE registered with any of the agencies mentioned in the notification of Ministry for MSME indicated below for the tendered service:

- (i) District Industries Centers
- (ii) Khadi and Village Industries Commission
- (iii) Khadi and Village Industries Board
- (iv) Coir Board
- (v) National Small Industries Corporation
- (vi) Medium, Small, Micro Enterprises
- (vii) Any other body specified by Ministry of MSME

5. **Rejection of Tender**

The acceptance of tender will rest with National Commission for Women which does not bind itself to accept the lowest tender or any tender and reserves full rights to reject any or all the tenders without assigning any reason whatsoever.

If the tenderer deliberately gives wrong information in his tender, National Commission for Women reserves the right to reject such tender at any stage or to cancel the contract, if awarded and forfeit the EMD/amount if due.

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Should a tenderer or contractor or in the case of firm or company of contractors/one or more of its partners/shareholders/directors have a relation or relations employed in National Commission for Women, the authority inviting the tender shall be informed to the fact alongwith the offer, failing this National Commission for Women may at its sole discretion reject the tender or cancel the contract and forfeit the EMD/amount if due.

6. **Performance Security Deposit:** Rs. 50,000/- (Rupees Fifty Thousand only) should be paid in shape of Demand Draft/Bank Guarantee in the name of "PAO, National Commission for Women, Payable at New Delhi as security deposit. The maturity date of the Demand draft/Bank Guarantee should be of 18 months.
7. **Determination of L1 bidder:** Ranking of bids shall be evaluated based upon all inclusive rate (including of basic rate, taxes, freight etc.). In case of more than one L1 bidder, the contract shall be split equally among the L1 bidders. However, NCW reserves the right to distribute the work order based on the performance of the supplier. National Commission for Women also reserves the right not to accept L1 rates of a bidder.
8. The National Commission for Women reserves the right to accept or reject any bid or cancel the tender proceeding without assigning any reason whatsoever. In the event of emergency of confusing, unreasonable rates, this office will be at liberty to take any suitable decision as deemed fit and necessary in the award of this contract in public interest. The decision of NCW in this regard shall be complete and final.
9. **Payment Terms:** Payment of the Maintenance Charges will be made on quarterly basis after the service has been rendered successfully, for which bills will have to be submitted in duplicate alongwith the service reports of the machine during the quarter, to enable processing at this end for payment.
10. The National Commission for Women reserves the right to increase or decrease the indent by 30% of the value of the tender during the period of the rate contract. In the case of extension of the rate contract, indent shall also be increased commensurately.
11. The financial bid should be submitted as per Bill of Quantity (BOQ) referring to Section-IV of this tender notice having following details:-
 - a) The CAMC is comprehensive which includes cost of preventive and breakdown maintenance, gas charging, compressor, PCB and other spare parts replacement/repairs.
 - b) The firm should provide list of engineers to be engaged for the NCW office with their qualification and Mobile number of service engineers and service centres. All the faults should be taken up immediately upon reporting by the user over telephone. The repairs would be carried out on site itself. However, in case, the equipment is taken to the workshop, the firm should rectify the parts/equipments within 24 hours. No transportation charges etc. would be paid for this purpose. The services should be provided beyond office hours and on holidays too. It will be overall responsibility of the firm for maintenance and all the equipment and ensure that these remain in perfect conditions.
 - c) The rates quoted should be excluding of all taxes. The taxes should be indicated separately.
 - d) The firm shall maintain the equipment as per manufacturer's guidelines and shall use only original consumables and spare parts as replacement. If NCW finds that consumable used

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by the firm are not genuine the NCW may terminate the contract immediately and all damage recovery due to duplicate consumable, will be borne by the firm. The firm will maintain the original configuration/specification/characteristic/features intact which shall not be changed until and unless approval/order of the authorized official in the Ministry.

- e) The rate shall be valid for the minimum period of one year with effect from the date of award of letter. The tender may be extended further, for one more year, on same rates and if mutually agreed by both the parties.
12. Incomplete or conditional tenders will not be entertained.
13. Keeping in view, the agreement will be for "Comprehensive Annual Maintenance Contract" including all spares parts, consumables and gas charging (except Compressor) i.e. if any part is required to be replaced, the same will have to be done under the agreement and no extra charges will be payable by the National Commission for Women (NCW) for any spare part, Consumables, gas charging etc. or for any other service. It will be the responsibility of the company to provide genuine OEM spare parts of the machines and to keep the machine in working order. The Comprehensive Annual Maintenance Contract(CAMC) shall be for diagnosis of faults, supply of spare parts, gas charging. The National Commission for Women intends to award the contract for Comprehensive Annual Maintenance Contract (CAMC) on the basis of lowest rates quoted (L1).
14. **Arbitration:** In the event of any dispute or difference whatsoever arising under this contract or in connection therewith including any dispute relating to existing meaning and interpretation of this contract, shall be settled amicably through mutual negotiation by the parties. In case, there is no amicable settlement of disputes, the same shall be referred to the sole arbitrator as appointed by National Commission for Women. The Arbitration shall be conducted in accordance with the provisions of the Arbitration and Conciliation Act 1996. Notwithstanding any disputes between the parties, the contractor shall not be entitled to withhold, delay or defer its obligations, under the contract, and the same shall be carried out the accordance with the tems and conditions of the contract. The contract shall be subject to Indian laws and jurisdiction of courts located in Delhi. All disputes are subject to the jurisdiction of Courts in the NCR of Delhi and the Contract shall be governed by the law of the land.
15. **Penalty Clause:** Any deviation in the material quality/service/maintenance & quantity quoted will invoke penalty deductions @ 5% of running value for the month in which it will be discovered.

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Section III

The other terms and conditions for awarding the Comprehensive Annual maintenance contract (CAMC) shall be as below

1. The firm should provide services of a qualified engineer within 2 hours. The engineer of the firm should be equipped with Mobile phones to ensure their availability.
2. **Routine checkup:**
 - Cleaning of filters of AC Unit
 - Cleaning of various AC Equipments
 - Tightening of belts of AC
 - Checking and correcting the system for leakage of gas and oil etc.

Monthly Check Up:

 - Checking and tightening of foundation bolts of various AC Equipments
 - Cleaning of diffusers, grilles etc.
 - Checking of safety and automatic controls.
3. **Scope of Work:**
 - Wet Service of all Air Conditioner Units once in a quarter
 - Periodical preventive maintenance
 - All repairs (except compressor)
 - All spare (except compressor and plastic parts)
 - Gas filling and nitrogen holding in all cases including at the time of replacement of compressor, shifting of outer units etc.
4. **Eligibility conditions:**
 - The agency/firm should have experience of at least 3 years in the relevant field and must be doing such services for various reputed organizations.
 - The agency/firm should be registered under Service Tax Registration/GST Registration Authorities.
 - The agency/firm must have workshop/service station for AC maintenance in Delhi.
 - The agency/firm should not have been blacklisted by any Govt. office.
3. The Contract shall be on Comprehensive Annual maintenance contract (CAMC) basis i.e. no extra charges for any spare parts, gas filling etc.
4. No advance payment in any case would be made. However, quarterly payment after completion of each quarter would be made on production of satisfactory reports from the concerned users.
5. If the firm fails to repair or provide any engineer within 2 hours or latest by a day, then a penalty of Rs. 500/- (Rupees five hundred only) per day or part thereon will be charged from the date of non-functioning of the machine till such time the same is repaired completely.
6. The National Commission for Women reserves the right to cancel the job contract in whole or in parts without assigning any reasons at any time, giving a notice of one month, if the successful bidder does not honour the terms and conditions of the tender.

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7. The tender will be accepted by the Competent Authority in National Commission for Women as per the rules/Instructions issued by the Government of India from time to time in the matter.
8. The National Commission for Women reserves the right to reject any or all Tenders/extend the date of opening of tender, etc., without assigning any reasons thereof.
9. In addition to its right to determine the contract upon fault of the Successful Bidder, the National Commission for Women reserves the right to cancel the contract any time in whole or in part without assigning any reasons and the National Commission for Women also reserves the right either to pay or not to pay the Successful Bidder for either part of the contract work of whole of the contract work executed, if they are not according to the National Commission for Women's specifications and complete satisfaction.
10. All questions, disputes or differences arising in connection with the contract shall be subject to the exclusive jurisdiction of the courts at Delhi.

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Section-IV

FINANCIAL BID (for Ductable Air Conditioner, Split Air Conditioner and Window Air Conditioner)

S.No.	Description	Quantity	Make	Purchase Year	Unit rate	Rate (CxF)
A	B	C	D	E	F	G
1.	Ductable Air Conditioner (11 ton)	03	Blue Star	2015		
2.	Ductable Air Conditioner (8.5 ton)	10	--do--	2015		
3.	Ductable Air Conditioner (5.5 ton)	05	--do--	2015		
4.	Ductable Air Conditioner (3.5 ton)	15	--do--	2015		
5.	Split AC (2 Ton)	02	Voltas	2018		
6.	Split AC (1.5 ton)	15	Blue Star	2015		
7.	Window AC (1 ton)	02	Voltas	2010 & 2018		
8.	Floor standing AC (2 ton)	01	Vester	2019		
				Total:-		

(GST will be extra)

Note: 1) L-1 will be awarded as per the Lowest total of column 'G'.

2) A list of Air Conditioners in National Commission for Women is at Annexure-III.

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Forwarding Letter by Tenderer for Acceptance of Tender

To

The Under Secretary
National Commission for Women
Plot No. 21, Jasola Institutional Area
New Delhi-110025.

Tender Notice No. 11-23/2017-NCW(A)- Tender AC

Subject: CAMC (Comprehensive Annual Maintenance Contract - with all consumable and non consumable parts etc) of Ductable AC, Split AC & Window AC installed in NCW building.

I/We _____ have read, the various conditions of tender attached hereto and hereby unconditionally accept the tender conditions and tender documents in its entirety for the above work. I/We agree to abide by the said conditions. I/We also agree to keep this tender open for acceptance for a period of 45 days after the last date fixed for submission of bid. If any and in default thereof, I/We will be liable for forfeiture of my/our Earnest Money. I/We offer to do the work as set out in the Tender document. I/We also agree to abide by the Condition of the Contract and to carry out the work according to requirement, specifications and conditions as laid down by the National Commission for Women administration for execution of present contract.

2. I/We are eligible to submit the bid for the subject tender and I/we are in possession of all the documents required.

3. A sum of Rs. _____ (in figures as well as words), has been forwarded as Earnest Money. The value of the earnest money shall stand forfeited without prejudice to any other rights or remedies if:

I/we do not commence the work within the time period or do not have necessary authorization from OEM.

4. I/we am/are a micro/small/medium enterprise registered from _____ (body approved by Ministry of MSME) with registration No. _____ for similar service contract and exempt from submission of EMD cost (Certificate of Registration enclosed).

5. Until a formal agreement is prepared and executed, Letter of Acceptance (LOA) issued by National Commission for Women, shall constitute a binding contract, between us and National Commission for Women, subject to the modification, as may be mutually agreed to and indicated in the letter of acceptance or my/our offer for the work.

(Signature with Stamp/or in letter head)

Tenderer/s address:



List of Air Conditioner

S.No.	Description	Quantity	Make	Purchase Year
1.	Ductable Air Conditioner (11 ton)	03	Blue Star	2015
2.	Ductable Air Conditioner (8.5 ton)	10	--do--	2015
3.	Ductable Air Conditioner (5.5 ton)	05	--do--	2015
4.	Ductable Air Conditioner (3.5 ton)	15	--do--	2015
5.	Split AC (2 Ton)	02	Voltas	2018
6.	Split AC (1.5 ton)	15	Blue Star	2015
7.	Window AC (1 ton)	02	Voltas	2010 & 2018
8.	Floor standing AC (2 ton)	01	Vester	2019

AB Show

Bidders' General Information

S.No.	Item	Details
1.	Name of the Firm	
2.	Constitution of Firm (Company/Partnership Firm/Proprietorship firm)	
3.	Name of Authorized Representative of the firm	
4.	Year of Establishment of the firm	
5.	Registered Address	
6.	Address of Branch Offices, if any	
7.	Bank Account No. of firm, Name of the Bank with IFSC code & Name as per Bank Account for electronic clearance of the payment through Public Fund Management System (PFMS)	
8.	Telephone Number & Mobile No. of the Authorized representative of the firm	
9.	E-mail address of the authorized representative of the firm	
10.	Telefax Number	
11.	PAN/TAN No.	
12.	Goods & Service Tax Registration No.	

(Signed and Stamp of the firm)

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