

ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi – 110 001.

Tel.No.011-23052044

187/20/2016/(AC)

Dated : 28.06.2016.

TENDER NOTICE

Sealed Tenders are invited from experienced and financially sound authorized service providers for Comprehensive Annual Maintenance Contract of 241 Air-conditioners(Window/Split/Tower/Ceiling)/2 Unit of 2x15 UnitPackage/ 4 nos. of Drinking Water Coolers the period of one year having adequate experience in the maintenance of Air-conditioners, Drinking Water Coolers in Government Ministries/Departments/Organizations and having qualified AC Technicians on their rolls. The numbers indicated are tentative and there could be variation of 5% on either side (Increase/Decrease). Tenders are invited, in two bid system i.e. 'Technical Bid' and 'Financial Bid' on behalf of Election Commission of India.

2. Sealed Tenders with separate envelopes clearly superscripting on it 'Technical Bid' and 'Financial Bid' duly filled in the enclosed Proforma in **Annexure-I and II** respectively and addressed to the Under Secretary (General Administration), Election Commission of India, Nirvachan Sadan, Ashoka Road, New Delhi – 110 001, should reach latest by **3.00 p.m. on 15.07.2016** in Nirvachan Sadan, Ashoka Road, New Delhi.

3. The tenderers will submit both the bids simultaneously by the same date of receipt i.e. **3.00 p.m. on 15.07.2016**. Both the bids should be put in separate and duly sealed envelope superscripting clearly Technical and Financial Bids respectively and put together in third envelop superscripting 'Technical and Financial Bids for annual maintenance contract for Air-conditioners, Drinking Water Coolers and 2 Unit of 2x15 package in ECI. The main cover should also be wax sealed.

4. The tenderers can submit the bid either directly or through their authorized representative. In case, the tender is submitted by the authorized representative of the tenderer, then the tender shall be signed and submitted by authorized representative under legal power of attorney from the tenderer. The sealed tenders can be submitted in the Receipt & Issue Section located at the ground floor of the Nirvachan Sadan building during normal working hours.

5. Tender bids received after the prescribed time and date shall not be entertained. The Election Commission of India will not be responsible for the postal loss/delay.

6. The Technical Bids shall be opened on the same day i.e. **15.07.2016 at 4.30 p.m.** in Room No.209-E by a Committee constituted for the purpose by the Commission, in the presence of tenderers or their representatives who choose to be present.

7. The Financial Bids of only those tenderers who qualify the conditions for technical bids shall be opened. The date and time for opening of Financial Bids shall be intimated separately. The Financial Bids shall be opened by the Committee constituted for the purpose by the Commission in the presence of those qualified tenderers or their representatives who choose to be present.

8. The Election Commission of India reserves the right to accept or reject in part or in full any or all the tenders at any stage without assigning any reason therefore.

9. The cost of tender is NIL. The tender documents are not transferable.

10. The undersigned shall be the accepting officer and hereinafter referred to as such for the purpose of this contract.

11. The Annexures hereto should be dully filled-up and **Annexure-I** be put with technical bid cover while **Annexure-II** be put with financial bid cover.

12. All bidders are therefore required to submit their offers in two covers as under :-

(a) **FIRST COVER (Technical Bid)** should contain the following details as prescribed in **Annexure-I** :-

I. Tender documents duly completed and signed BUT WITHOUT INDICATING THE RATES QUOTED.

II. Details of E.M.D.

III. Performance statement for last three years alongwith supporting documents.

IV. Name and address of Technician/Engineers alongwith the qualification and Diploma in Air-conditioning from a recognized institute (with copy of certificates).

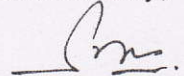
V. Copy of PAN/TIN No.

VI. Any other relevant document which the firm wishes to submit and valid on the date of Tender Enquiry.

VII. This cover should be superscribed "Technical Bid for Annual Maintenance Contract of Air-conditioners/Drinking Water Coolers/Package Unit in Election Commission of India."

- (b) **SECOND COVER (Financial Bid)** should contain the Financial offer giving details as in **Annexure-II**.
- (c) The composite bid i.e. offers with rates indicated in the Technical bid shall be summarily ignored.
13. Earnest Money : Deposit an amount of **Rs.10,000/- (Rupees Ten Thousand only)** in the form of DD/Pay Order from any of the Nationalized Bank in favour of Under Secretary, Election Commission of India, New Delhi.
14. In case of any dispute, the decision of the Election Commission of India will be final and binding.
15. All payments to the firm shall be released by the Election Commission of India on the basis of work on four quarters of AMC Period in respect of the actual number of machines repaired/maintained by the firm, on submission of bills.
16. The terms and conditions is enclosed.

Yours faithfully,



(B.C.PATRA)
UNDER SECRETARY

Terms and Conditions

- (a) The term of Comprehensive Maintenance shall include oiling, chemical washing, gas filling, replacement of compressor, filter thermostat, all kind of motor, capacitors wiring, all kinds of plug, pads and replacement/repair of all other parts which are required to make the machines in working conditions during the currency of the contract at the exclusive risk, responsibility and cost of the contractor. This shall be after proper inspection of old parts and new parts by a representative of the Department and under overall supervision of Section Officer (Services & Maintenance Section).
- (b) It shall be obligatory on the part of the contractor to carry out repair/maintenance of machines under his direct supervision during the period of currency and in no case this shall be sub-contracted.
- (c) For regular and proper maintenance of the machines, the contractor will depute atleast two qualified mechanics/technicians to this Department on all working days throughout the period of contract from 9.00 a.m. to 6.00 p.m. If required, the services of technicians shall also be made available on Saturday/Sunday/Holidays without making any extra payment. At least two mechanics shall remain in ECI in close contact with Section Officer (Services & Maintenance Section) to attend the complaints immediately.
- (d) Contractor shall obtain user's certificates from SO (S&M Section) on 1st of every month regarding satisfactory working of machines during the previous month. Deductions equivalent to twice the charges of maintenance contract separately for each default shall be made from the bill in case of any equipment remains out of order for more than 24 hours.
- (e) If the firm is not able to do the work, within 24 hours from the time of complaint the same shall be got done from some other firm or from the open market at the cost of the contractor and the extra expenditure incurred thereon shall be recovered from him. This shall entail the termination of the contract; forfeiture of the performance security and debar for any future contracts from the Department for atleast three years.

- (f) The contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as per prevailing labour/wage, laws in force in NCT of Delhi. All matters/disputes pertaining to the tender and the rest of the contract shall be settled by the Head of the Department or officer nominated by him for the purpose. The contract terms are interpretable under applicable Indian laws.
- (g) The contractor shall arrange to get the character and antecedents of workers verified before deployment and their full particulars shall be furnished to the Election Commission of India.
- (h) The contractor shall be responsible for handling over all the Air-conditioners/Drinking Water Coolers/2 Unit of 2x15 package in working condition along with all the accessories to the Department and the cost of shortcoming, if any, shall be borne by the outgoing contractor.
- (i) The damage caused, if any, either to machines or to any other property of the Government through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor.
- (j) No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm by the Department except the rates permitted under this contract.
- (k) No advance payment will be made. The payment shall be made in four quarters of the AMC period in respect of the actual number of machines repaired/maintained by the firm, on submission of bills.
- (l) The contract shall normally be awarded to the lowest (for majority of the items in case of multiple item tender) evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the tender letter. The Department reserves the option to select more than one firm for award of contract for different machines to ensure uninterrupted servicing/repairing during the currency of the contract.
- (m) The Department reserves the right to reject or to accept any quotation, whole or in part without assigning any reason thereof. The Department also reserves the right to renew the contract for such period(s) as it may deem necessary taking into

account, of course, the satisfactory services rendered by the contractor during the currency of this contract.

- (n) No conditional bids will be accepted and such bids are liable to be summarily rejected by the competent authority as its discretion. If any of the bidder have objection with regard to the terms and conditions of the tender, the same may be pointed out within 10 days of the issue of tender documents. The quoted rates shall be kept open for acceptance by the Election Commission of India within 45 days of the tender opening.
- (o) The tenderer whose quotation is finally accepted shall have to furnish performance security of sum of **Rs.15,000/- (Rupees Fifteen Thousand only)** in favour of Under Secretary (General Administration), Election Commission of India, New Delhi by means of fixed deposit in any of the Nationalized Bank. The performance security will be returned to the tenderer after completion of the contract.
- (p) The prospective bidders are free to seek any clarifications/see the kind of requirements Election Commission of India is looking for. For the purpose, the Section Officer (Services & Maintenance Section), Room No.209-E, Nirvachan Sadan, New Delhi-110001. (Tele.No.011-23052044) may be contacted with prior appointment on any working day before tender opening.

TECHNICAL BID FORM

1. Name of Bidding Firm :
2. Full Address with Tele. & Fax No. :
3. Details of Earnest Money Deposited (**Rs. 10,000**)/- :
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4. Give details of the similar contract awarded to the bidder by Central Government Dept./Ministries during the last three years (with documentary proof) :
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5. Name and addresses of Engineer/Technician to be deputed with experience of not less than 1 year with Diploma/Degree certificate from recognized institution :
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6. Name/Address/Contact No. of the Supervisor who will be looking after the AMC :
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7. PAN/TIN No. :
8. Certify whether the firm has been black listed by any govt. department recently. If yes details thereof.
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9. Date of commencement of business (Minimum experience should be 3 years) :

10. Copy of Income Tax Return filed for the last 3 financial years :

- 2013-14
- 2014-15
- 2015-16

SIGNATURE _____

NAME _____

ADDRESS _____

SEAL _____

DATE _____

ANNEXURE-II

FINANCIAL BID FORM

S.No.	Name of Items	Rate quoted per unit (in Rs.)
A	AIR CONDITIONERS (SPLIT/WINDOW/TOWER/CEILING)	
1.	Full Comprehensive annual maintenance service contract including replacement of all the parts fitted in the ACs and its relevant parts as and when required. The contract will also include comprehensive service and maintenance of the stabilizers attached with the Air-conditioners including replacement of parts, required.	
2.	<u>INSTALLATION CHARGES</u> This will include labour and cost of material	
B	DRINKING WATER COOLERS	
1.	Full comprehensive annual maintenance service contract including all parts fitted in the Drinking Water Coolers and its relevant parts.	
C	2x15 TR PACKAGE TYPE AIR-CONDITIONERS	
1.	Full comprehensive annual maintenance service contract including replacement of parts fitted in the ACs and its relevant parts.	
2.	Service Charge	

I/We hereby undertake that we shall make good any loss/damage caused to AC unit or any other property of the Government through our negligence. I/We also undertake that the decision of the Under Secretary (General Administration), Election Commission of India, Nirvachan Sadan, Ashoka Road, New Delhi in this regard as well as the matter of dispute arising due to the provision of this contract shall be final and binding on us. I/We undertake not to make any representation against the decision of the Under Secretary.

Signature

Name
(in block letter)
Official seal of the firm