

F.No.20 (3)/AMC/AC/15-16/CESTAT/CT
CUSTOMS, EXCISE AND SERVICE TAX APPELLATE TRIBUNAL
WEST BLOCK-2, R.K.PURAM, NEW DELHI-110066

Date:-08/07/2020

TENDER NOTICE

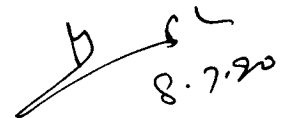
Subject: - Comprehensive AMC for 56 Air Conditioners Units (55 Split Acs and 1(one) Window AC) installed in this office- inviting of quotations:-reg

This office invites quotations from the interested, experienced and reputed firms for comprehensive Annual Maintenance Contract(CAMC) for 56 Air Conditioners Units of this office(55 Split Acs and 1(one) Window AC) for a period of one year from the date of awarding the contract.

2. The bidder must indicate the flat/lump sum AMC rates for repairing/ maintenance per AC (1.5/2 tone) per year which includes oiling, chemicals abluion, flushing, washing, gas filling, replacement of all types of compressors, filter, thermostat, PCB circuits, all kinds of motor, capacitors wiring, all kinds of switches, plugs, sockets, points and cables wires, dismantle and re-installations of both type of ACs(window & splits AC units in working condition during the contractual period.

3. The firm should have adequate experience in maintenance of Air Conditioners in the Government Ministries/Departments/Organizations with the qualified AC mechanics/technicians on its roll. The number of AC units is tentative and may vary during the contract as per the requirement of this office.

4. The tendering agencies should submit their quotations in the prescribed Performa at "Annexure-I,II &III in a sealed cover/envelop addressed to the undersigned,


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with the cover super scribed as “ Comprehensive Annual Maintenance Contract for Air Conditioners”.

5. The quotations/bids should be accompanied with a Demand Draft of Rs.15000/- (Rupees Fifteen Thousand Only) in favour of Accounts Officer, CESTAT, New Delhi towards Earnest Money Deposit (EMD) and requisite documents in support of eligibility criteria as mentioned in the terms and conditions section of the tender notice. The quotations with requisite documents shall be summarily rejected and in the event of successful bidder declining to act on the offer made by this office, EMD shall stand be forfeited and no claim in this regard shall be entertained. The EMD of unsuccessful tenderers shall be refunded/ returned after finalization of the contract. Sealed cover bids/quotations are required to be given to the undersigned on or before 17/07/2020 at 3.00 P.M the quotations/ tender shall be opened at 4.00 P.M on the same day in the presence of the bidders or their representatives who may wish to be present at that time.

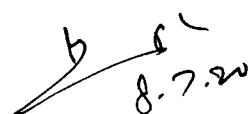
6. Complete tender notice may be downloaded from the website of this office(www.cestatnew.gov.in) information on any issue of corrigendum related to this tender will also be available on this website or contact to the undersigned.

7. in the event of space on the prescribed form being insufficient for the required purpose, additional page must be numbered consecutively and must bear the tender number and signed by the tenderer, in such cases, reference to the additional pages must be made in the tender form.

8. Any cutting/overwriting must be signed by the Authorized Signatory of tenderer with company seal.

9. The terms and conditions of the tender of the contract shall be as under:-

- (i) Tender form only those firms will be entertained which are registered for the service desired in the tender and having the GST No. PAN NO.(Before awarding the CAMC, the firms will have to show their original documents


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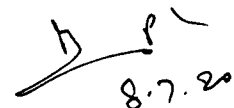
to the members of Tender Evaluation Committee) and the supporting documents as proof to establish that the firm has an adequate experience in the field of maintenance of AC units.

- (ii) The AC units are to be taken over for Comprehensive maintenance on “as is where in basis” and inspection thereto can be made by the prospective tenderer on any working days between 4.00PM to 5.00PM. The inspection shall be arranged through the staff (Care Taking Section) of this office.
- (iii) The “Comprehensive Maintenance” shall includes oiling, chemicals ablation, flushing, washing, gas filling, replacement of all types of compressors, filter, thermostat, PCB circuits, all kinds of motor, capacitors wiring, all kinds of switches, plugs, sockets, points and remote batteries change as when required, cables wires, dismantle and re-installations of both type of ACs(window & splits AC) and replacement/repair of all other parts which are required to make the AC units in working condition during the currency of the period of contract at the exclusive risk, responsibility and cost of the contractor.
- (iv) The firm should ensure that genuine and certified spares/parts only are to be supplied and replaced after proper inspection of old and new spares/parts by representative of this office under overall supervision of undersigned.
- (v) It shall be obligatory on the part of the contractor to carry out repair maintenance of AC units under his direct supervision during the period of currency and no case in this regard shall be sub-contracted.
- (vi) For regular and proper maintenance of the AC units the contractor will depute at least two qualified mechanics/technicians to this office on all working days during currency of the contract from 9.00 to 6.00 P.M. If required, the services of AC mechanics/technicians shall be made



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available by the firm on Saturday/Sunday/Holiday without any extra payment.

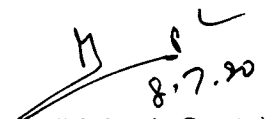
- (vii) Contractor shall obtain users certificates every month in respect of satisfactory working of AC units during the previous month. Deductions equivalent to twice the charges of maintenance contract separately for each default shall be made from the bill, in case of any equipment remaining out of order for more than 24 hours.
- (viii) if in case, the firm is not able to do work, the same shall be got done from other firm or from the open market at the cost of the contractor and the extra expenditure incurred thereto shall be recovered from him. This may entail the termination of the contract; forfeiture of the performance security and debar for any future contracts from the Government Departments for a period of at least five years.
- (ix) The contractor shall arrange to get the character and antecedents of the technicians/mechanics verified before deployment and their full particulars shall be furnished to this office.
- (x) No conditional bids will be accepted and such bids are liable to be summarily rejected. The quoted rates shall be kept open for acceptance by the office upto 45 days from tender opening.
- (xi) The contractor shall be responsible for payment of wages/settlement of dues with workers engaged by the firm as prevailing labour laws in force in NCT of Delhi. All matters/disputes pertaining to the tender notice/ contract shall be settled by this office. The decision of this office in this regard shall be final and binding on the contractor.


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- (xii) The damages caused, if any, either to AC Units or any other property of the Government through negligence or otherwise, shall be at risk, cost and responsibility of the contractor.
- (xiii) No extra payment/compensation whatsoever, on account of natural calamity/accident or otherwise, will be made to the firm by this office except the rates permitted under this contract.
- (xvi) No advance payment will be made. However, quarterly payment on pro rata basis on satisfactory rendering of service would be made.
- (xv) The contract shall normally be awarded to the lowest(for majority of the items in case of multiple items tender) evaluated bidder whose bid has been found to be responsive and who is eligible the qualified to perform the contract satisfactorily as per the terms and conditions incorporated in the tender letter. This office reserve the option to select more than one firm to award of contract for different AC units to ensure uninterrupted servicing/ repairing during the currency of the contract.
- (xvi) This office reserves the right to reject or to accept any quotation, whole or in part, without assigning any reasons thereto.
- (xvii) This office 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 the contract.
- (xviii) This office also reserve the right to terminate the CAMC at any time during the currency of the contract if the service of the contractor are not found to be satisfactory. In all matters of dispute relating to the proposed CAMC, the decision of this office shall be final and binding on the contractor.


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- (xix) The successful bidder/firm shall have to furnish performance security of the amount equal to 10% of the annual contract value or Rs.30000/- (Rupees Thirty Thousand Only) whichever is more, in favour Accounts Officer CESTAT, New Delhi through Fixed Deposit Receipt/ Bank Guarantee from any Nationalized Banks and the Performance Security amount to the satisfaction of this office.
- (xx) The tender is subject to the Provision of Rule 173(iv) of the General Financial Rules, 2017 which enable a bidder to question the bidding conditions, bidding process and/or rejection of its bid. Accordingly, enquiries in this regard by a bidder will be responded if the request is received in writing timely in the concerned section of this Office.


(Mukesh Gupta)

Assistant Registrar
CESTAT, New Delhi
Tele# 26108474

ANNEXURE-I

Technical Bid

Comprehensive AMC for 56 AC Units (55 Split ACs and 1(one) Window ACs)
installed in this office for Period of One Year

1.	Name of tendering firm(in Block Letters):	
2.	Correspondence Address:	
3.	Telephone Nos:	
4.	Bank Draft No. & Date:	
5.	Amount of Draft:	
6	Name of the Bank:	
7	Establishment/registration of the firm with valid Govt. (Copy of Proof to be attached)	
8	GST No:	
9	PAN NO.	
10	Experience of ACs(name of Deptt./Period/No of ACs in Govt. Department where Contract for ACs was maintained by the firm)	
11	Particulars of qualified mechanics/technicians viz. Name, qualification, Experience of the mechanics on roll(please furnish copies of their certificates of qualifications):	

ANNEXURE-II

Financial Bid

Comprehensive AMC for 56 AC Units (55 Split Acs and 1(one) Window ACs)
installed in this office for Period of One Year

S.No.	Description	Quantity (in Nos)	Unit Cost (In Rs.)	Total Amount (in Rs.)	Total Amount (in Words)
1.	2 Ton Window AC	1(One Only)			
2.	1.5 Ton Split AC	9 (Nine Only)			
3.	2 Ton Split Acs	47(Forty Seven Only)			
	Total				

(Note Taxes/other charges, mention clearly, if any)

Signature: -----

Name: -----

(In Block Letters)

Official seal of the firm

DECLARATION

I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in the Tender Notice. F.No.20 (3)/AMC/AC/15-16/CESTAT/CT dated 08/07/2020. The terms & conditions of the contract are acceptable to me/us.

2. The rates quoted by me/us are for full Comprehensive Annual Maintenance contract for ACs for a period of one year from the date of awarding of contract including repair/. Replacement of all type of compressors and repair/replacement of all parts as and when required viz oiling, chemical ablution/flushing/washing, replacement of replay circuits/PCB circuit, thermostat, running capacitor/ starting capacitor, all kind of motor/fan, wiring/cables, gas filling, knob set, canister, fan motor/blade/blower, all switches/plug/sockets/point, welding, dismantle and reinstallation of both type AC units include comprehensive service and maintenance of stabilizers attached with the Air Conditioners units including replacement of parts, if required.

3. I /we hereby undertake that we shall make available goods to any loss/ damage caused to AC units or any other property of the Govt. through our negligence. I /we also undertake that the decision of this office in this regard as well as the matter of dispute arising due to the provision of the contract shall be final and binding on us and also, I /we undertake not to make any representation against the decision of the Customs, Excise & Service Tax Tribunal, New Delhi

Signature:-----

Name:-----

(In Block Letters
Official Seal of the Firm