

SPECIAL PROTECTION GROUP  
(CABINET SECRETARIAT)

Tender Notice

No. I-31/SPG-Prov/2018(16) - 1838

Dated 26/03/2018

Director, Special Protection Group, on behalf of the President of India invites online bids (Techno-commercial bid), from interested parties/firms for Comprehensive Annual Maintenance Contract of 200 Nos Split air conditioners and 125 Nos Window air conditioners installed in various offices of Special Protection Group situated in New Delhi and Gurgaon for the period from 18/05/2018 TO 17/05/2019. Period may change on the basis of signing of the contract.

Important Tender Details:-

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| i.   | Earnest Money Deposit(EMD)                         | ₹ 20,000/- (Rupees Twenty Thousand Only)   |
| iii. | Date from which tender documents can be downloaded | 27/03/2018 at 1000 Hrs   |
| iv.  | Last date for downloading of tender documents      | 18/04/2018 at 1400 Hrs   |
| v.   | Date and Time of online Opening of Tender          | 19/04/2018 at 1600 Hrs   |
| vi.  | Address for Communication and bid opening place    | Assistant Inspector General (Prov), Special Protection Group, SPG Complex, Sector-8, Dwarka, New Delhi-110077. Phone No. 011-25090554 & Fax-011-25090682 |

2. The complete tender document is available on the website [www.spg.nic.in](http://www.spg.nic.in) and [www.eprocure.gov.in](http://www.eprocure.gov.in). Interested bidders may visit above websites and download the tender documents. Tender documents will not be issued manually.

4. All Indian bidders fulfilling the prequalification criteria are eligible to participate in the tender. Participating firms must have the after sales service arrangements in Delhi/New Delhi/NCR.

5. If you are in a position to quote for providing of CAMC services, please complete the information called for as per tender documents and submit along with your quotation through e-procurement site <http://eprocure.gov.in>. Incomplete tender enquiry is liable to be ignored/rejected.

  
Assistant Inspector General (Prov)

### Instructions for Online Bid Submission

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <http://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>

#### REGISTRATION:

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link "Click here to Enroll". Enrolment on the CPP Portal is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / TCS / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / eToken.

## **SEARCHING FOR TENDER DOCUMENTS:**

- 1) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 2) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 3) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option.
- 4) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use "My Space" area available to them to upload such documents. These documents may be directly submitted from the "My Space" area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

### **SUBMISSION OF BIDS:**

- 1) Bidder should log into the site well in advance for bid submission so that he/she upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the Tender Processing Section, latest by the last date of bid submission. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) The serve time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission
- 6) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done
- 7) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) Upon the successful and timely submission of bids, the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 9) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

### **ASSISTANCE TO BIDDERS:**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 2) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is 1800 233 7315.

| Sl. No.      | INDEX  | Page Nos. |
|--------------|--|-----------|
| 1            | Introduction, Time lines and Pre-qualification criteria  | 1 to 2    |
| 2            | Terms & Conditions of the Tender   | 3 to 8    |
| Annexure-I   | Submission of Bid  | 9         |
| Annexure-II  | Schedule of Tender   | 10 to 11  |
| Annexure-III | Agreement  | 12 to 16  |
| Annexure-IV  | Un conditional acceptance of terms and conditions and not blacklisted /debarred by any Govt Organization/PSU | 17        |
| Annexure-V   | Proforma for Performance Bank Guarantee  | 18        |
| Annexure-VI  | Details of equipments  | 19        |



### CRITICAL DATE SHEET

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|-----|--|--|
| 1.  | Tender No.                             | I-31/SPG-Prov/2018(16)- <del>1838</del><br>dated <del>26</del> /03/2018                              |
| 2.  | Date of publishing in CPP portal       | 27/03/2018 at 1000 hrs   |
| 3.  | Document download start date           | 27/03/2018 at 1100 hrs   |
| 4.  | Document download end date             | 18/04/2018 at 1400 hrs   |
| 5.  | Clarification start date               | 27/03/2018 at 1130 hrs   |
| 6.  | Clarification end date                 | 18/04/2018 at 1200 hrs   |
| 7.  | Last date & time for uploading of bids | 18/04/2018 at 1600 hrs   |
| 8.  | Date & time of online tender opening   | 19/04/2018 at 1600 hrs   |
| 9.  | Address for Communication              | AIG (Prov),<br>Special Protection Group (SPG),<br>SPG Complex, Sector-8,<br>Dwarka, New Delhi-110077 |
| 10. | Contact No.                            | Phone : 011-25090554<br>Fax : 011-25090682   |

## 1. Introduction

- (A) The Special Protection Group (Cabinet Secretariat), SPG Complex, Sector- 8, Dwarka, New Delhi-110077 intends to e-procure “ the rates for Comprehensive Annual Maintenance Contract of 325 Nos of Air Conditioners (approx) as per details given at “Annexure -VI”.
- (B) The number of ACs are liable to increase or decrease during the period of contract due to new purchase or condemnation at any time during the CAMC period. After completion of warranty period, these ACs would be included in the contract automatically. Payment of CAMC for such cases would be made on proportionate basis.

### Time Line

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| i).   | Date from which tender documents can be down loaded | 27/03/2018(1000 hrs)  |
| ii).  | Last date for down loading of tender documents      | 27/03/2018 (1100 hrs)   |
| iii). | Last date and time for uploading of tender          | 18/04/2018 (1600 hrs)   |
| iv).  | Date and time for opening of Techno Commercial Bid  | 19/04/2018 (1600 hrs)   |
| v).   | Address of communication                            | Asstt. Inspector General (Prov)<br>Special Protection Group, SPG<br>Complex, Sector-8, Dwarka, New<br>Delhi-110077. Tele - 011-25090554,<br>Fax - 25090682. |

- (C) On line offers in Techno Commercial Bid are invited from interested parties/firms fulfilling the terms and conditions set forth in the tender document.
- (D) The tender document may be read carefully. Offers received without requisite documents/certificates as asked under pre-qualification criterion and other clauses of tender, are liable to be rejected.
- (E) Bidders are advised to keep note of time required for preparation of Entry pass at the gate and come to deposit tender cost/EMD etc well in advance so as to reach well before specified time of closing. **Late documents/e-tenders will not be accepted in any case.**

## 2. Pre-qualification criteria

Documents connected with fulfillment of pre-qualification criteria must be furnished with Techno commercial bid.

Pre-qualification criteria for bidders are as under:-

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| (i)   | The bidder should be a registered firm/concern or a company registered under the Companies Act, 1956 or entity registered with taxation authority for various type of taxes proposed to be charged under this Tender. <b>Copies of the certificates must be furnished with on line Techno Commercial Bid.</b>   |
| (ii)  | The bidder should have an average annual turnover of Rs.5.00 Lakhs during the preceding three financial years.<br><b>In support of their claim, the bidder must furnish audited annual accounts for last 3 years or a certificate showing annual turnover of last three financial years from its chartered accountant (for the year 2015-16, 2016-17 and 2017-18)</b> |
| (iii) | The firm should have presence in terms of Annual Maintenance of Air conditioners. The firm quoting for the tender should submit a list of Govt Offices, PSUs, Govt. Autonomous bodies, where they have rendered such maintenance/repair work in the last two years (photocopy of at least one work order during last two years to be attached).                       |
| (iv)  | Tendering firm must have GST number in its name and indicate the number in the firm's details at "Annexure-II".   |



### 3. Terms & Conditions of the Tender

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| (1) | <p><b><u>Earnest Money Deposit (EMD) :</u></b></p> <p>The Bidders are to deposit an amount of ₹ 20,000/- in the form of Demand Draft/Fixed Deposit Receipts/Bankers Cheque drawn in favour of “<b>Director of Accounts Cabinet Secretariat, SPG</b>” payable at New Delhi, towards the EMD. Earnest Money should reach to Office of AIG (Prov), SPG on or before end of date of e-bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of Earnest Money documents along with their e-tender. The EMD of the unsuccessful bidders will be returned after finalization of the tender. <b>The EMD of the successful bidder will be forfeited if it fails to execute the contract or fails to submit performance security as requested in terms of para 3(9).</b> The EMD will not carry any interest. The tenders without accompanying the EMD amount will be summarily rejected. Firms who are registered with MSME irrespective of the stores for which they are registered, are exempted from payment of EMD. Such tenderer must submit a copy of valid registration with the MSME with e-bid.</p> |
| (2) | <p>The service contract stipulates comprehensive maintenance of the air conditioners of Special Protection Group and its covers the following:-</p> <ol style="list-style-type: none"> <li>i) Preventive Maintenance.</li> <li>ii) Breakdown maintenance.</li> <li>iii) Replacement of all defective components and parts free of cost during the period of contract.</li> </ol>  |
|     | <p><b><u>i)Preventive Maintenance:</u></b></p> <p>Preventive maintenance of the air conditioners, which includes all types of repair with fitting of spare parts, oiling, cleaning and greasing and checking of gas pressure, will invariably be carried out once in a month. The firm shall maintain a service history sheet and it will be sent to Asstt. Inspector General (Prov), SPG.</p> <p><b><u>ii)Breakdown Maintenance:</u></b></p> <p>The firm shall ensure that the reported breakdown/complaint is attended to and the machine is made functional immediately, within six working hours of receipt of calls.</p> <p><b><u>iii)Replacement of Parts:</u></b></p> <p>The maintenance contract is comprehensive and covers repair/replacement of all the parts, sub-assemblies/components of air conditioners including cooling coils except replacement of front grill and outer cover of the ACs. Only genuine spare parts with BIS marking/OEM will be used as a replacement.</p>  |
| (3) | <p><b><u>Servicing of ACs</u></b></p> <p>The contractor shall be responsible for servicing, cleaning and repair and replacement of all defective components with originals including body repair/painting of AC when ever required and the rates quoted shall be inclusive of such services. The air conditioners (both window type and split) are of</p>   |

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|     | <p>different make and the same are to be serviced, repaired and maintained as per their original mechanical workmanship. The maintenance job will include the following:-</p> <ul style="list-style-type: none"> <li>i) Serviceability of Air Conditioners at 100% satisfaction level at all hours.</li> <li>ii) Maintenance of ACs will include periodic servicing/cleaning, gas charging repair of all minor and major components including body repair and whenever necessary replacement of expendable/non-expendable parts including compressor/cooling coil except replacement of front grill and outer cover of AC.</li> <li>iii) Shifting of ACs from one location to another/one room to another room for their proper use as per the direction of the Director, SPG as per rate quoted in Para No. 3 (a) to (i) in "Annexure-III" for installation/dismantling of air conditioners.</li> <li>iv) Repair of compressor will be undertaken in workshop of original manufacturers of the compressor so as to ensure the originality of ACs. In case replacement of compressor is required, the new compressor will be of original manufacturer to ensure originality of the ACs.</li> <li>v) The noise level of the ACs should be kept/maintained at acceptable standard level/decibels.</li> </ul> |
| (4) | <p><b><u>Penalty Clause:</u></b><br/>In case the firm does not respond within the stipulated time and fails to make the machine functional, liquidated damage would be recovered from the payable amount to the firm. The rate of liquidated damage would be 10% of the service value of the equipment quoted by the firm for each subsequent 06 hour period subject to the ceiling of the total CAMC value of the equipment for the relevant quarter.</p>   |
| (5) | <p><b><u>Standby Machine:</u></b><br/>The firm shall provide serviceable Air conditioner, if repair of any machine is delayed for any reason by more than 05 working hours.</p>  |
| (6) | <p><b><u>Transportation:</u></b><br/>If any Air conditioner or its parts are required to be taken to the workshop by the firm for repair, no transportation charges shall be paid by SPG. The firm shall arrange its own transportation. In that case either the firm has to provide standby AC or BG for the value of the equipment to be taken out of SPG.</p>   |
| (7) | <p><b><u>Payment:</u></b><br/>Payment of CAMC charges will be made to the firm in two installments. 50% after 6 months of commencement of the CAMC subject to carrying out repair and maintenance satisfactorily and obtaining satisfactory certificate from the various location/Offices of SPG and balance 50% after satisfactory completion of CAMC and handing over all the machines in perfect running condition, and obtaining satisfactory service certificate from Offices/locations. Payment of CAMC charges will be made on the basis of actual number of machines/equipments maintained for that particular period.</p>   |

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|      | <p>Payment will be made after making tax deductions at Source, wherever applicable. The firm shall reflect GST No on the invoice/bill.</p> <p>In case of revocation, non-compliance with the terms and conditions of the contract or unilateral withdrawal or non-fulfillment of contractual obligations, the amount paid as advance if any, will be proportionately recovered in addition to forfeiture of PBG and other action in terms of tender. However, Director, SPG reserve the right to terminate the contract at any time if the work of the firm is not found satisfactory or assigning any reason thereof. Further, the contract will be terminated as and when the services are available on GeM.</p>   |
| (8)  | <p><b><u>PRE-AMC CHECK UP:</u></b></p> <p>The Air conditioners are kept in the running condition in respective Location/Office of SPG. To ensure perfect condition of Air conditioners, the qualified firm will carry out a pre-AMC check-up of Air conditioners one week prior to commencement of AMC. Short comings/defects in the system, so intimated, will be rectified by SPG and Air conditioners will be handed over to the firm in perfect condition. However, no such short coming/defect will be considered by SPG after commencement of AMC. If no such report is received from the firm before commencement of AMC, it will be presumed that Air conditioners have been handed over to the firm in perfect condition.</p>   |
| (9)  | <p><b><u>Performance Security:</u></b></p> <p>The supplier is required to furnish performance guarantee, within 30 days of award of the contract, in the form of DD/Pay order/ Bank Guarantee in favour of Director of Accounts, Cabinet Secretariat, SPG, New Delhi for an amount of 10% of the total CAMC value including taxes, which will be valid up to a period beyond 60 days of completion of the contract. In case of non submission of performance guarantee in time, the EMD submitted by the firm will be forfeited. In case of performance Security in the form of BG, it is to be submitted by the bidder in the form at "<b><u>Annexure-V</u></b>". <b>If the successful tenderer fails to submit performance security within the prescribed time, its EMD will be forfeited.</b> Performance security in respect of domestic firms will be released only after submission of documents of deposit of taxes, if applicable.</p> |
| (10) | <p><b><u>Injury/Loss:</u></b></p> <p>SPG shall not be responsible for any injury/loss if it is caused to the representative(s) of the firm during the course of repair/maintenance of the machine.</p>   |
| (11) | <p><b><u>Sub-Letting of Contract:</u></b></p> <p>The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of firm contravening this condition, action will be taken as per rules, including cancellation of contract, forfeiture of security deposit and black listing/debarring etc.</p>  |
| (12) | <p><b><u>No Extra Payment:</u></b></p> <p>As it is full and comprehensive AMC, no extra payment towards any other repair/services will be entertained by the SPG.</p>  |
| (13) | <p><b><u>Skilled Workers:</u></b> Firm should deploy the skilled workers for maintenance and repair of the Air conditioners.</p>   |



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| (14) | <p><b><u>Validity of Offer :</u></b></p> <p>Comprehensive Annual Maintenance Contract of air conditioner s of SPG is for the period from 18/05/2018 to 17/05/2019.</p>  |
| (15) | <p><b><u>Cancellation of Contract:</u></b></p> <p>In case of any breach of any terms and conditions by the successful bidder / contractor, SPG reserves the right to cancel the work order placed on the successful bidder / contractor by giving one month notice.</p>   |
| (16) | <p><b><u>CAMC:</u></b></p> <p>The CAMC can be extended for further period subject to satisfactory service and willingness of the firm and agreed by both the parties on the same <u>terms</u>, conditions and rates.</p>  |
| (17) | <p><b><u>Anti-Corruption Notification:</u></b></p> <p>Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form or kind, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization or anywhere else, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.</p>  |
| (18) | <p><b><u>Arbitration:</u></b></p> <p>In case of any dispute or difference arising out of or in connection with this contract, the authorized officials of both the parties will try to resolve the matter through mutual discussions and in the event of there being no resolution; the matter shall be referred for arbitration to a sole arbitrator to be appointed by the SPG/Cabinet Secretariat. The arbitration and Conciliation Act, 1996 will be applicable to the arbitration proceedings and the venue of the arbitration shall be at New Delhi. The award of the arbitrator shall be binding on both the parties. The cost of arbitration including the fees of the Arbitrator shall be borne by both the parties equally and will be adjusted, if required, after the award of arbitrator. Each party shall be responsible for its own costs and professional fees, if any.</p> |
| (19) | <p><b><u>Jurisdiction of Courts in case of disputes:</u></b></p> <p>All matters and disputes arising from, relating to or concerning the contract shall be subject to the jurisdiction of the courts in New Delhi.</p>  |
| (20) | <p><b><u>Force Majeure:</u></b></p> <p>Should any force majeure circumstances arise each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any contractual obligation if the affected party with in 10 days of its occurrence informs the other party in writing. Force majeure shall mean the events beyond the control of either party i.e Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc. The obligations of the parties shall be deemed to be suspended during the continuance of Force Majeure Event and the said period shall not be considered as delay with respect to the period of contract.</p>  |

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| (21) | <p><b><u>Contract termination / splitting / rejection clause:</u></b></p> <p>SPG reserves the right to terminate the contract, split orders, accept or reject any quotation alter any or all of the terms and conditions any time if the execution of work is unsatisfactory or the time schedule is not strictly adhered to. The decision of SPG in respect of evaluation of bids and / or award of contract shall be final.</p>  |
| (22) | <p><b><u>No commitment to accept best or any other offer :</u></b></p> <p>SPG shall be under no obligation to accept the best or any other offer received in response to this tender notice and shall be entitled to reject any or all the bids including those received late or incomplete bids without assigning any reason whatsoever. SPG will not be obliged to meet and have discussions with any bidder, and / or to listen to any representation. While the above procedures lay down the overall guidelines, SPG reserves the right to select the bidder based on other parameters at its discretion.</p> |
| (23) | <p>The terms and conditions (i.e. all the pages of Bid documents) must be initialled on each page (right bottom corner) and signed in full along with date and seal affixed at the last page. Scanned copy be uploaded alongwith Techno commercial bid.</p>  |
| (24) | <p>There should be no overwriting in the bidder's offer. If required, by scoring out entries and writing afresh, the bidder can make corrections. The initials of the bidder's authorised person and the seal of the bidder's company must verify each correction. All rates given in this tender must be expressed as numerals and words. In case of any discrepancies, the price in words will be taken as correct</p>   |
| (25) | <p>SPG reserves the right to reject any or all tenders without assigning any reason.</p>   |
| (26) | <p>No alteration in the terms and condition or offer will be allowed during the consideration of the tender. However, SPG reserves the right to negotiate the offer with the successful bidder before signing of the contract.</p>   |
| (27) | <p>The information to be submitted by the bidder should be as per the description given in this document.</p>  |
| (28) | <p>Conditional offers and non-conformity of the terms and conditions and offers not submitted as per the details, will be rejected.</p>  |
| (29) | <p>Clarification regarding Tender document : Ordinarily no occasion for clarifications should arise as all matters are clarified in the tender document itself. The clarifications, if any, sought by the bidder on the Tender Document should be sent to AIG (Prov.) in writing.</p>  |



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| (30) | <p><b><u>Amendment of Tender Document:</u></b></p> <p>At any time up to the last date for receipt of bids, SPG may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the Tender document by an amendment and extend date of submission of bids.</p> <p>The amendment will be notified in writing by post/fax/E-mail/website (by anyone or more means) to the prospective Bidders and shall be binding on the bidders.</p>  |
| (31) | <p><b>Basic Rates of CAMC of air conditioners s and taxes applicable may be quoted in relevant columns of Annexure-II &amp; Annexure-III.</b></p>   |
| (32) | <p><b><u>Determining of L-1</u></b></p> <p>For evaluation only basic rates without tax or statutory duties will be taken into account. Financial implication will be worked out on the basis of available air conditioners.</p>   |
| (33) | <p><b>The firm should certify that the firm has not been blacklisted/debarred from any Govt organisation/PSU.</b></p>   |
| (34) | <p><b><u>Acceptance of Terms &amp; Conditions, agreement etc:</u></b></p> <p>The e-bidders should specifically mention that all the terms and conditions described in this tender are unconditionally acceptable and submit as per annexure II,III &amp; IV. SPG reserves the right to accept/reject any/all the bids.</p>  |
| (35) | <p><b><u>General</u></b></p> <p>This document alongwith the attachment here is to be signed by both the parties and shall constitute the entire binding contract between the firm and the SPG. This contract shall be governed in all respects by Indian Law and deemed to have been concluded at Delhi and the Court of Law at Delhi/NCR will have exclusive jurisdiction in all matters of dispute.</p> <p>The foregoing terms and conditions shall reveal notwithstanding of any variation contained in the terms and conditions, any other orders or other documents submitted by the customer, unless such variations have been specifically agreed upon by the firm of AMC.</p> |

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| (1). | <b>Submission of Bid :</b>   |
|      | <p><b>EMD [Annexure "I"]</b></p> <p>Interested bidders qualifying the mandatory pre-qualification criteria may respond to the tender, which should be submitted in two parts. Earnest Money should reach to AIG (Prov), SPG on or before end of date of bid submission, failing which offer will be liable for rejection. Bidders, however, have to attach scanned copies of cost of tender and Earnest Money documents alongwith its e-bid.</p> |

Signature of Tenderer  
Name in Block Letters:

Date

Tender No. 1838 dated 26/03/2018

SECHEDULE OF TENDER  
(Tender for Maintenance of ACs- Techno-Commercial Bid)

|   |   |   |                                   |                 |     |           |       |
|---|---|---|-----------------------------------|-----------------|-----|-----------|-------|
| 1 | Tender to be addressed and submitted to:  | Asstt. Inspector General (Prov), Admin Block, SPG Complex, Sector-8 Dwarka New Delhi-77 |                                   |                 |     |           |       |
| 2 | Technical Specification   |   |                                   |                 |     |           |       |
|   | Name of the Govt Officer/PUCs/Autonomous bodies, where such repair/maintenance work rendered in the last two years ( Photocopies of at least one work order to be enclosed) |   |                                   |                 |     |           |       |
| 3 | Name of the firm with registered address and Telephone Number   |   |                                   |                 |     |           |       |
| 4 | Present address with Telephone Number:  |   |                                   |                 |     |           |       |
| 5 | Place or places at which the maintenance of ACs is required   | Various offices of SPG located in New Delhi/Gurgaon                                     |                                   |                 |     |           |       |
| 6 | Earnest Money deposited (Mandatory)   | ₹ 20,000/- (Rupees Twenty Thousand only)<br><br>Receipt No.<br><br>Dated:               |                                   |                 |     |           |       |
| 7 | Tender rates quoted and applicable for comprehensive annual maintenance contract (inclusive of all levies and taxes)  | Rate per AC (All makes and models)  |                                   |                 |     |           |       |
|   |   | Sl No.  | Particulars                       | Basic CAMC Rate | Qty | GST @____ | Total |
|   |   | a.  | Split Type AC                     |                 | 200 |           |       |
|   |   | b.  | Window Type AC                    |                 | 125 |           |       |
|   |   | c.  | Installation charges of Split AC  |                 |     |           |       |
|   |   | d.  | Dismantling charges of Split AC   |                 |     |           |       |
|   |   | e.  | Installation charges of Window AC |                 |     |           |       |
|   |   | f.  | Dismantling charges of Window AC  |                 |     |           |       |

|     |  |          |
|-----|--|----------|
|     | The rates should include all charges i.e transportation of ACs mentioned above to the workshop of the contractor for repair and reinstallation at the user's Office after due repairs, in case the repair is required to be carried out at the Workshop of the contractor. |          |
| 8   | Capacity in which the tender is signed by the tenderer   |          |
| 9   | Conditions of contract contained in the invitation to tender and instructions for tenderer and contained in draft agreement  | ACCEPTED |
| 10  | Address of the Workshop at which repair of ACs is to be carried out with details of machinery to used along with materials   |          |
| 11. | GST No.  |          |

Signature of Tenderer  
Name in Block Letters:  
Date

**AGREEMENT**

This agreement made this \_\_\_\_\_ day of \_\_\_\_\_, 2018 between the President of India represented by the Director, SPG Cabinet Secretariat, hereinafter referred to as the Government (which expression shall include his permitted assignee) on the part and Shri/Smt \_\_\_\_\_ of M/s \_\_\_\_\_ hereafter referred to as the Contractor (Which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrations and legal representatives) on the other part.

WHEREAS the Government has called for open tender for comprehensive maintenance of Air Conditioners of various makes vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ in the office of Director, Special Protection Group (Cabinet Secretariat) initially for one year and extendable subject to satisfactory service and contractor has submitted a tender No. \_\_\_\_\_ dated \_\_\_\_\_ which has been accepted by Government vide letter No. \_\_\_\_\_ dated \_\_\_\_\_ whereunder the contractor is required to make a security deposit of ₹ \_\_\_\_\_ (Rupees \_\_\_\_\_ only) as per para 12 of this agreement.

**NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS**

1. All the rates, terms and conditions of this agreement will be applicable initially for a period of one year from \_\_\_\_\_ to \_\_\_\_\_ and can be extended for further period on written consent and acceptance by both the parties on the same terms & conditions and rates.
2. The Air Conditioners shall be serviced, installed and maintained in 100% serviceable condition at all hours during summer season according to the Terms and Conditions as contained in "Notice Inviting Tender" and "Invitation to tender and Instructions to the tenderers".
3. The contractor shall be paid maintenance charges at the following rates for the type of air conditioners as shown against each for the period of contract:-

| Sl No. | Particulars                       | Basic CAMC Rate | Tax @ _____ | Total |
|--------|-----------------------------------|-----------------|-------------|-------|
| a.     | Split Type AC                     |                 |             |       |
| b.     | Window Type AC                    |                 |             |       |
| c.     | Installation charges of Split AC  |                 |             |       |
| d.     | Dismantling charges of Split AC   |                 |             |       |
| e.     | Installation charges of Window AC |                 |             |       |
| f.     | Dismantling charges of Window AC  |                 |             |       |



4. The service contract stipulates comprehensive maintenance of the air conditioners of Special Protection Group and its covers the following:-

- i) Preventive Maintenance.
- ii) Breakdown maintenance.
- iii) Replacement of all defective components and parts free of cost during the period of contract.

**Preventive Maintenance:**

Preventive maintenance of the air conditioners, which includes all types of repair with fitting of spare parts, oiling, cleaning and greasing and checking of gas pressure, will invariably be carried out once in a month. The firm shall maintain a service history sheet and it will be sent to Asstt. Inspector General (Prov), SPG at the end of each month.

**Breakdown Maintenance:**

The firm shall ensure that the reported breakdown/complaint is attended to and the machine is made functional immediately, within six working hours of receipt of calls.

**Replacement of Parts:**

The maintenance contract is comprehensive and covers repair/replacement of all the parts, sub-assemblies/components of air conditioners including cooling coils except replacement of front grill and outer cover of the ACs. Only genuine spare parts with BIS marking/OEM will be used as a replacement.

**5. Servicing of ACs:**

The contractor shall be responsible for servicing, cleaning and repair and replacement of all defective components with originals including body repair/painting of AC when ever required and the rates quoted shall be inclusive of such services. The air conditioners (both window type and split) are of different make and the same are to be serviced, repaired and maintained as per their original mechanical workmanship. The maintenance job will include the following:-

- i) Serviceability of Air Conditioners at 100% satisfaction level (except heating element) at all hours.
- ii) Maintenance of ACs will include periodic servicing/cleaning, gas charging repair of all minor and major components including body repair/painting and whenever necessary replacement of expendable/non-expendable parts including compressor/cooling coil except replacement of front grill and outer cover of AC.
- iii) Shifting of ACs from one location to another/one room to another room for their proper use as per the direction of the Director, SPG as per rate quoted in Para No. 3 (a) to (f) in "Annexure-III" for installation/dismantling of air conditioners.
- iv) Repair of compressor will be undertaken in workshop of original manufacturers of the compressor so as to ensure the originality of ACs. In case replacement of compressor is required, the new compressor will be of original manufacturer to ensure originality of the ACs.

- v) The noise level of the ACs should be kept/maintained at acceptable standard level/decibels.

6. **Penalty Clause:**

In case the firm does not respond within the stipulated time and fails to make the machine functional, liquidated damage would be recovered from the payable amount to the firm. The rate of liquidated damage would be 10% of the service value of the equipment quoted by the firm for each subsequent 06 hour period subject to the ceiling of the total CAMC value of whole contract for the relevant quarter.

Director, SPG reserves there right to appropriate the performance guarantee deposit or make deductions from it, if the Supplier fails to discharge any of contractual obligations during the currency of contract.

7. The ACs will be maintained with all preventive measures to pre-empt any possibility of short circuiting, resulting in fire. Any incident of fire attributable to malfunctioning of ACs and its related component will hold the contractor responsible for damage/penalty as would be fixed by the Director, SPG.

8. **Standby Machine**

The firm shall provide serviceable Air conditioner, if repair of any machine is delayed for any reason by more than 24 working hours.

9. **Transportation**

If any Air conditioner is required to be taken to the workshop by the firm for repair, no transportation charges shall be paid by SPG. The firm shall arrange its own transportation.

10. **Payment**

Payment of AMC charges will be made to the firm in two installments. 50% after 6 months of commencement of the AMC subject to carrying out repair and maintenance satisfactorily and obtaining satisfactory certificate from the various location/Offices of SPG and balance 50% after satisfactory completion of AMC and handing over all the machines in perfect running condition, and obtaining satisfactory service certificate from Offices/locations

Payment will be made after making tax deductions at Source, wherever applicable. The firm shall reflect GST Number on the invoice/bill.

In case of revocation, non-compliance with the terms and conditions of the contract or unilateral withdrawal or non-fulfillment of contractual obligations, the firm shall be liable to refund the entire amount of AMC charges received from SPG. However, Director, SPG reserve the right to terminate the contract at any time if the work of the firm is not found satisfactory or assigning any reason thereof.

11. **PRE-AMC CHECK UP:**

The Air conditioners are kept in the running condition in respective Location/Office of SPG. To ensure perfect condition of Air conditioners, the qualified firm will carry out a pre-AMC check-up of Air conditioners one week prior to commencement of AMC. Short comings/defects in the system, so intimated, will be rectified by SPG and Air conditioners s will be handed over to the firm in perfect condition. However, no such short coming/defect will be considered by SPG after commencement of AMC. If no such report is received from the firm before commencement of AMC, it will be presumed that Air conditioners s have been handed over to the firm in perfect condition.

12. **Performance Security:**

The supplier is required to furnish performance guarantee, within 30 days of award of the contract, in the form of DD/Pay order/ Bank Guarantee in favour of Director of Accounts, Cabinet Secretariat, SPG, New Delhi for an amount of 10% of the total AMC value including taxes, which will be valid up to a period beyond 60 days of completion of the contract.

13. **Injury/Loss**

SPG shall not be responsible for any injury/loss if it is caused to the representative(s) of the firm during the course of repair/maintenance of the machine.

14. **Sub-Letting of Contract**

The contractor shall not sublet, transfer or assign the contract or any part thereof. In the event of firm contravening this condition, action will be taken as per rules, including cancellation of contract, forfeiture of security deposit and black listing/debarring etc.

15. **No Extra Payment**

As it is full and comprehensive AMC, no extra payment towards any other repair/services will be entertained by the SPG.

16. **Skilled Workers**

Firm should deploy the skilled workers for maintenance and repair of the Air conditioners s.

17. **Force majeure:**

- i) Should any force majeure circumstances arise each of the contracting party shall be excused for the non-fulfilment or for the delayed fulfilment of any contractual obligation if the affected party with in 10 days of its occurrence informs the other party in writing.
- ii) Force majeure shall mean the events beyond the control of either party i.e Acts of God, War, Revolution, Fire, Sabotage, Epidemics, Riots, General Strike etc.

- iii) The obligations of the parties shall be deemed to be suspended during the continuance of Force Majeure Event and the said period shall not be considered as delay with respect to the period of contract.

18. **Anti-Corruption Notification**

Giving and taking bribe is a serious offence in the Republic of India. It is therefore unambiguously notified to all concerned that any money or favour demanded by anyone in any form, in connection with your present or future business with SPG, on behalf of the organization or any individual working in the organization, shall be totally unfounded, baseless and illegal. Such suggestion or demand shall be refused forthwith and reported immediately to SPG.

19. **Arbitration:**

Sole Arbitrator will be appointed by SPG in terms of Indian Arbitration and Conciliation Act 1996. Place of Arbitration will be at Delhi, India.

20. **General**

This document alongwith the attachment here is to be signed by both the parties and shall constitute the entire binding contract between the firm and the SPG. This contract shall be governed in all respects by Indian Law and deemed to have been concluded at Delhi and the Court of Law at Delhi/NCR will have exclusive jurisdiction in all matters of dispute.

The foregoing terms and conditions shall prevail notwithstanding of any variation contained in the terms and conditions, any other orders or other documents submitted by the customer, unless such variations have been specifically agreed upon by the firm of CAMC.

Signed for and on behalf of Firm

Asstt. Inspector General (Prov)  
Or and on the behalf of Director, SPG

Signature & Seal

Name :

Place :

Date :

CERTIFICATE

Certified that, all the terms and conditions mentioned in the Tender Enquiry No. I-31/SPG-Prov/2018(16)<sup>1838</sup> dated 26/03/2018 for "Comprehensive Annual Maintenance Contract of Air Conditioners of SPG" are unconditionally acceptable.

It is also certified that the firm has not been blacklisted/debarred from any Govt organisation/PSU.

PLACE :

DATED :

SIGNATURE OF THE TENDERER

Stamp/seal of the firm/company



**Bank Guarantee form for Performance Security**

To

**Director of Accounts,  
Cabinet Secretariat,  
Special Wing, SPG,  
East block-IX,  
Level V, RK Puram,  
New Delhi**

WHEREAS .....  
(name and address of the supplier) (hereinafter called "the supplier") has undertaken, in pursuance of contract no..... dated ..... to supply (description of goods and services) (herein after called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the supplier shall furnish you with a bank guarantee by a scheduled commercial recognized by you for the sum specified therein as security for compliance with its obligations in accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee;

NOW THEREFORE we hereby affirm that we are guarantors and responsible to you, on behalf of the supplier, up to a total of ..... (amount of the guarantee in words and figures), and we undertake to pay you, upon your first written demand declaring the supplier to be in default under the contract and without cavil or argument, any sum or sums within the limits of (amount of guarantee) as aforesaid, without your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the supplier before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the contract to be performed thereunder or of any of the contract documents which may be made between you and the supplier shall in any way release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This guarantee shall be valid until the ..... day of ....., 20.....

(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....  
Seal, name & address of the Bank and address of the Branch

**DETAILS OF AVAILABLE AIR CONDITIONERS OF SPG**

| Sl No | Location/Branches | Particulars |           |
|-------|-------------------|-------------|-----------|
|       |                   | Split AC    | Window AC |
| 1.    | Psychology Branch | 0           | 07        |
| 2.    | Comn Br, 1 SJL    | 02          | 15        |
| 3.    | Welfare Br        | 03          | 0         |
| 4.    | SPG Dispensary    | 07          | 11        |
| 5.    | Kennel Br         | 0           | 06        |
| 6.    | Estate Brach      | 02          | 01        |
| 7.    | 1 SJL             | 17          | 06        |
| 8.    | Works Branch      | 0           | 02        |
| 9.    | Trg Branch        | 10          | 10        |
| 10.   | SPG Library       | 08          | 0         |
| 11.   | Admn Block        | 23          | 22        |
| 12.   | 6A KMM            | 05          | 04        |
| 13.   | 9 RCR             | 47          | 08        |
| 14.   | Computer Branch   | 17          | 02        |
| 15.   | Officers Mess     | 24          | 07        |
| 16.   | XJP               | 17          | 03        |
| 17.   | 12 TL             | 01          | 02        |
| 18.   | 35 LE             | 02          | 05        |
| 19.   | Technical Branch  | 02          | 13        |
| 20.   | PMH               | 02          | 01        |
| 21.   | SIU               | 02          | 0         |
| 22.   | 3 MLNP            | 09          | 0         |
|       | TOTAL             | 200         | 125       |