Bharat Ratna Dr B R Ambedkar University, Delhi

No. AUD/AC's AMC/ 2014/

17 Sept 2014

NOTICE INVITING QUOTATION

To,			

Sub.: Notice Inviting Quotation for Annual Maintenance Contract of Window and Split Air Conditioners of LG Brand.

Sealed tenders are invited on behalf of Ambedkar University Delhi (AUD) for the work of comprehensive Annual Maintenance of window and split air conditioners of LG brand in AUD Campus, from the agencies registered with CPWD, PWD, MES or other Govt. departments, in the relevant category of work and who have carried out similar works with Govt. departments/PSU's/MNC's and also from the reputed AC manufacturers or their authorized dealers as per the requirements and details enclosed. The copy of the proof for having carried out similar works in the last three financial years should be enclosed with the tender. Tender format can be downloaded from our website 'www.aud.ac.in'.

The tender is required to be submitted in a sealed cover to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 duly super scribing the work i.e. "Annual Maintenance Contract of Window and Split Air Conditioners of LG Brand" on top of the cover. The quotation should reach the Office of the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi- 110 006 on or before 3.00 pm on 10-10-2014. The same will be opened at 3.30 pm in presence of the tenderers. The Earnest Money should be deposited in the form of Demand Draft/ Pay Order payable in favour of "Ambedkar University Delhi" valid for minimum three months from date of publishing of tender on AUD website. The PAN No. & copy of PAN card of the firm shall be enclosed with the tender. Tenderers should read the tender document carefully as enclosed and comply strictly with the conditions, while sending their bids.

The agencies can inspect the site and equipment after taking prior approval between 10 am to 5 pm on all working days. Junior Engineer AUD can be contacted on 23683744 for this purpose. AUD will not be responsible for unawareness of facts.

The maintenance support agency (hereafter referred to as "agency" in this document) is required to submit the technical and financial bid in **two separate sealed covers** clearly super scribed "Technical Bid for comprehensive AMC of Window and Split Air Conditioners of LG Brand" and "Financial Bid for comprehensive AMC of Window and Split Air Conditioners of LG Brand". The quotations in a sealed cover super scribed "Quotations for the Comprehensive Annual Maintenance of Window and Split Air Conditioners of LG Brand " should reach the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110 006 before 3.00 pm on 10-10-2014. The technical bid will be opened at 3.30 pm on the same day. Financial bids of only those vendors will later be opened, whose technical bid qualify on the basis of criteria mentioned in the tender document. AUD reserves the right to accept or reject any tender in part or whole without assigning any reason thereof.

CONDITIONS

- 1. The rates shall include cost of labour, material, spare parts etc for the works complete in all respects for Bill of Quantities (BOQ).
- 2. The quoted rates shall include all taxes, duties, VAT etc. as applicable and no extra shall be payable on this account.
- 3. TDS as per rule shall be deducted. The agency must enclose copy of PAN No supported by copy of PAN Card of the company.
- 4. Rates shall be valid for 12 months from the date of opening of tender.
- 5. Rates and amount should be written in figure and words cleanly of each item.

EARNEST MONEY : Rs 15000/-

LAST DATE OF SUBMISSION : 10.10.2014 at 3 pm
DATE OF OPENING : 10.10.2014 at 3.30 pm

Deputy Registrar (Admin)

TENDER DOCUMENT OF COMPREHENSIVE AMC OF WINDOW & SPLIT UNITS AIR CONDITIONERS OF LG BRAND AT AMBEDKAR UNIVERSITY DELHI

List of Documents:

Tender Document : Doc-I
 Technical Bid: Doc-II
 Financial Bid: Doc-III
 Declaration : Doc IV

AMBEDKAR UNIVERSITY DELHI Lothian Road, Kashmere Gate Delhi – 110 0006

COMPREHENSIVE AMC OF WINDOW AND SPLIT A.C. UNITS OF LG BRAND AT AUD KASHMERE GATE CAMPUS

- 1. Tender shall be submitted in official tender form only. If submitted in any other form, the same shall be summarily rejected.
- 2. Tenders received without prescribed earnest money shall not be considered.
- The schedule issued with the tender form for listing the details of items to be supplied must not be modified/ altered by the tenderer. Any tender form with any correction, amendments, overwriting etc. shall be considered invalid and shall be rejected, except if duly attested.
- 4. Tender form shall be complete in all respects and no paper shall be detached from the tender.
- 5. The name and address of the tenderer shall be clearly stated in the space provided and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned by the tenderer. The tender shall be filled and submitted strictly in accordance with the instructions laid down herein; failing which the tender is liable to be ignored.
- 6. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked for in the schedule to the tender are not filled in.
- 7. Individual signing the tender or other documents connected with the tender must specify whether he signs as
 - (i) A sole proprietor of the concern or constituted attorney of such sole proprietor, or
 - (ii) A partner of the firm if it is a partnership firm, in which case he must have authority to execute contracts on behalf of the firm and refer to arbitration disputes concerning the business of the partnership either by virtue of the partnership agreement or by a power of attorney duly executed by the partners of the firms, or
 - (iii) Director or Principal Officer duly authorized by the Board of Directors of the company.

- (iv) In case of (i) and (ii) a copy of the partnership deed or general power of Attorney as the case may be, duly attested by Notary Public or an affidavit on stamp paper duly sworn or affirmed by all the partners admitting execution of the partnership agreement or the general power of Attorney shall be furnished along with the details of the execution of the same including the date, place and particular of the execution. In case of partnership firm, where no authority to refer dispute concerning the business of the partnership has been conferred on any partner, the tender and all other related documents must be signed by all the partners of the firm. In case of (iii) the person signing the tender should be authorized by a resolution passed by the Board of Directors and a copy of the resolution attested by the Principal Officer should be attached.
- 8. The tender shall be submitted in sealed envelopes super scribed as "Tender for Comprehensive AMC of Window & Split AC units of LG Brand" addressed to the Registrar, Ambedkar University Delhi, Lothian Road, Kashmere Gate, Delhi-110006 by 3 P.M. on 10.10.2014. The tenders shall be opened on the same day at 3.30 P.M. in AUD Lothian Road, Kashmere Gate, Delhi in the presence of such of the tenderers who may wish to be present, either by themselves or through their authorized representatives. The authorized representatives shall be allowed to participate in the process only upon furnishing the proper authorization from the tenderer with proper photo identification.
- 9. The bids should be valid in the case of all the tenders for at least 3 months from the date of opening of the tender. In the case of the successful tenderer, rates quoted shall be valid for the entire period of the contract.
- 10. Corrections, if any in the tender must be attested by the tenderer.
- 11. The Ernest Money Deposit (EMD) of Rs. 15,000/- (Rupees fifteen thousand only) in form of crossed demand draft/pay order in favour of **Ambedkar University Delhi**, shall be deposited at the time of submission of tender, as a part of the Technical Bid. Tender received without EMD shall be summarily rejected.
- 12. Late tenders, which are received after 3 P.M. on 10.10.2014, will not be considered and shall be rejected.
- 13. The Ambedkar University Delhi reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid since due weight-age shall be given to several factors besides the commercial/ financial bid.
- 14. AUD may terminate the contract without any notice in case the contractor commits a breach of any of the terms of the contract/ carries out poor quality of maintenance. AUD's decision

- that a breach has occurred will be final and shall be accepted without demur by the Contractor.
- 15. The AUD shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify AUD in case of any damage or liability, which may arise on account of action of contractor.
- 16. Dispute, if any, arising out of the contract shall be settled by mutual discussion or arbitration by sole arbitrator to be appointed by the Vice Chancellor, AUD at Delhi as per the provisions of the Indian arbitration and Conciliation Act, 1996 and the Rules framed there under. Any Arbitrator appointed shall not have the jurisdiction to pass any interim awards, or to grant interest higher than 8% charged simply on the award amounts, or amounts payable to either party.
- 17. All legal disputes shall be subject to the jurisdiction of Delhi courts only.
- 18. Tender shall be accompanied by the relevant documents including the Certificate in support of experience for having undertaken this kind of business along with a list of organizations where the Contractor is currently providing/ has provided AMC of Window AC & Split AC covered in the tender.
- 19. The Contractor will work in close co-operation with Estate Department. of AUD for the repair & maintenance services as per tender.
- 20. Payment shall be made quarterly on satisfactory completion of the job and T.D.S as applicable will be deducted.
- 21. All statutory obligations under various laws from time to time shall be borne by contractor for which no extra payment shall be made at any time during the contractual period.
- 22. The contractor shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any contractor/sub- contractor(s) and the contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).
- 23. As per AUD policy, payments and receipts to Government and Semi Government Agencies would be rounded off to the nearer higher rupee and in other cases the rounding off will be

- to nearest i.e. paise 50 or above will be rounded off to the near higher rupee and paise less than 50 will be ignored.
- 24. The schedule of requirement is as per Annexure A & the evaluation of bid will be on the basis of total bid value. The rates quoted should be inclusive of all taxes and duties including VAT. The rates quoted should be on the basis of free delivery to the consignee.
- 25. The rates quoted should be on FIRM & FIXED basis.
- 26. Comprehensive AMC of Window & Split unit AC's of LG Brand shall include supply of all material spares, replacement /repairs of compressor from OEM's, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.
- 27.AMC shall also include deployment of full time mechanic & assistant during working hours six days a week including holidays at no extra charges. They will report to Junior Engineer, AUD for daily attendance and will take necessary instruction.
- 28. The replacement of compressors, which are under warranty/guarantee will be replaced/facilitated by the AMC provider. AUD will provide only bills and other expenses will be borne by the AMC provider.
- 29. A minimum stock of spares including compressors, fan & blower motors, fan blades (1 no of each model) & accessories etc. will have to be maintained at the premises for meeting immediate exigencies of work and upkeep of equipments at all times. Efforts should be made to ensure close to zero MTBF (Mean Time between Failures).
- 30. Contractor has to do quarterly service of the unit by trained personnel including the following:
 - a) Rectification of defects observed during inspection.
 - b) Checking of electrical parts including motors & rectification.
 - c) Checking & adjustment of controls and lubricating of moving parts.
- 31. The rates shall be submitted based on the information given in Annexure 'A' hereto.

- 32. The rates of AMC shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects, valid for a period of one year from the date of award of contract.
- 33. The penalty amount per complaint will be as follow:
- I) Fault not rectified within 6 hour @ Rs 50/- per hour.
- II) Major faults not rectified within 48 hours @ Rs 500/- per day.
- III) If OEM or above specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
- IV) Any delay beyond 10 days in rectifying the major fault, the penalty will be enhanced to Rs 1000/- per day.
- V) Beyond 15 days if the equipment gets repaired in the open market, the actual cost of the same shall be recovered from the contractor. In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority.
- 34. The contractor will maintain history sheet of equipment under maintenance contract with detailed specification.
- 35. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the history sheet.
- 36. Complaint / Feedback / Performance report: The Contractor will maintain all records of the complaints in a Register. The format of the register is enclosed as Annexure 'B'.
- 37. After completion of the Agreement, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.
- 38. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- 39. In case any AC Mechanic is found absent from duty, recovery @ Rs 300/- per day shall be made from the contractor's bill.
- 40. AC Mechanic should keep his Mobile Phone functional at the time of duty at AUD.

- 41. Department shall in no way be involved in any dispute of whatever kind, between the contractor and the staff engaged by him.
- 42. Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the contractor. Nothing extra will be paid for such work.
- 43. The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the University and any expenditure incurred therein for alternative arrangements by the University shall be recovered from the contractor.
- 44. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the University. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
- 45. Water and power shall be made available free of cost for bonafide use by AUD.
- 46. The material requires replacement shall be of same or higher quality/manufacturer and specifications. The dismantled material shall be the property of the University.
- 47. The staff deployed by contractor shall be well-versed with the job requirement and shall not be changed without information to Junior Engineer, AUD.
- 48. The contractor shall be required to deposit a sum equivalent to 10 percent of the total work order at the time of signing the contract as security deposit in the form of demand draft or provide a bank guarantee for the said amount from a scheduled bank, pledged in favour of Ambedkar University Delhi. No interest shall accrue on this amount. The Security amount shall be re-payable after one month of the expiry/termination of the contract after deduction of penalty/other dues, if any. The EMD of the successful bidder will be refunded after signing of the agreement and after deposit of security amount.
- 49. Bid security of the unsuccessful bidders will be returned to them.
- 50. In the event of any breach of the terms of the contract, the contractor shall have to bear the penalty specified in the present terms. However, upon a material breach of the contract terms, which is not remedied by the contractor within 7 days, AUD shall be entitled to terminate the present contract and forfeit the security deposit without any notice and the contractor shall be required to make good any damage incurred to AUD.

- 51. AUD reserves the right to increase or decrease quantities any time. Accordingly, the charges will be increased/ decreased on pro-rata basis.
- 52. Tenderer should also mention **relocation cost of an AC in the Financial Bid**. The same will be incurred in case an AC is shifted from one place to the other.
- 53. The tenderer will submit a report on optimization of electrical load due to usage of ACs in each building at the end of every six months.

Annexure A

List of LG Air Conditioners in AUD:

S. No.	Make of Air Conditioner	1 TR (Split)	1.5TR (Split)	2TR (Split)	1.5TR (Window)	
1.	LG	1	90	28	3	
2.	LG (Inverter Hot & Cold)	28	6			

Summary of LG Air Conditioners installed in AUD:

LG (1TR Split AC)	: 01
LG (1.5TR Split AC)	: 90
LG (2TR Split AC)	: 22
LG (1.5TR Window AC)	: 03
LG Inverter (1 TR Hot & Cold Split AC)	: 28
LG Inverter (1.5 TR Hot & Cold Split AC)	: 06
Total No. of ACs installed	: 150
LG (2TR Split AC) to be installed	: 06
Grand Total	: 156

Annexure B

	Complaint Report Register							
S. No		Reported by		Call	Problem	Call Cleared	Users	Penalty
	Date/Time	/ User Name	Encountered	Attended by	Diagnosed	Date/ Time	Remarks/	Imposed
							Signature	

Technical Bid

The technical bid shall contain following information in a sealed cover super scribed "Technical Bid for comprehensive AMC of Window and Split Air Conditioners". It shall consist of the following documents/ information:

- 1. Name, address, setup and status of the organization. Contact person with telephone number.
- 2. Documents mentioned in Para 7 of Doc-I.
- 3. Certificate in support of experience as mentioned in Para 18 of Doc-I.
- 4. Copy of PAN Card of the company.
- 5. The bidder shall be a company registered with the Registrar of Companies and registered with Delhi Sales tax for Works contract Tax. Document in support of registration with the Registrar of companies and with the Delhi Sales Tax Department for Works Contract Tax.
- 6. EMD of Rs. 15,000/- (Rupees fifteen thousand only) in form of crossed demand draft/pay order in favour of **Ambedkar University Delhi**.
- 7. List of at least 3 qualified service engineers with details of qualification and having more than 3 years of experience in the relevant field.
- 8. List of clients with name, complete address and contact person with telephone number where the Agency is currently maintaining AMC contracts of ACs in Delhi.
- 9. A general undertaking that all terms and conditions of this Tender Document are acceptable in the format given in Doc-IV to this document.
- 10. Tender document (Doc-I) duly signed in each page.

Financial Bid

The financial/ price bid should contain the quotation for maintenance charges per item in terms of yearly basis only, as listed below. Price quoted by the tenderer shall be inclusive of all taxes and levies applicable. No escalation of prices would be permitted on any ground. The financial bid should be enclosed in a separate sealed cover super scribed "Financial Bid for comprehensive AMC of Window and Split Air Conditioners of LG Brand".

Equipment to be brought under maintenance contract at the time of commencement of the contract.

S. No	Details of A.C Units	Make	Unit	Qty	Rate	Amount
	Window AC Units					
1.	1.5 TR Window AC	LG	Nos.	3		
	Split AC Units					
2.	1 TR Split AC	LG	Nos.	1		
3	1.5 TR Split AC	LG	Nos	90		
4	2 TR Split AC	LG	Nos	28		
5.	1 TR Split AC (Hot & Cold)	LG	Nos	28		
6.	1.5 TR Split AC (Hot & Cold)	LG	Nos	06		

Note: Actual number of Air Conditioners may vary at the time of awarding of contract. For some of the equipment, AMC will start during the year as stated above. The compressors of 107 number air conditioners of different capacities are under warranty and the repairing/ replacement of these compressors will be get done by the contractor. AUD will only provide the bills for this purpose.

Total: 156 Air Conditioners Total Amount:	
Taxes (if any):	
Grand Total :	
Relocation cost of one AC	

DECLARATION REGARDING ACCEPTANCE OF TERMS & CONDITIONS CONTAINED IN THE TENDER DOCUMENT

To,
The Registrar,
Ambedkar University Delhi
Lothian Road, Kashmere Gate
Delhi- 110 006
Sir,
I have carefully gone through the Terms & Conditions contained in the Tender Document (No. AUD/ Air Conditioners AMC/ 2014/ dt) regarding on site comprehensive Annual Maintenance Contract (AMC) of Air Conditioners of LG Brand for Ambedkar University Delhi. I declare that all the provisions of this Tender Document are acceptable to my Company. I further certify that I am an authorized signatory of my company and am, therefore, competent to make this declaration.
Yours sincerely,
Name:
Designation:
Company with seal:
Address: