

**Tender Document for Comprehensive Annual Maintenance Contract
(CMC) of Air Conditioners**

At

JAMIA HAMDARD

**Tender invited by
Jamia Hamdard**

Telephone: 011-26059688-5374

Tender No. JH/AE (E)/04/2018

Submitted by:

Name:

Address:

Contact No:

Email ID:

(TECHNICAL DETAILS)
INVITATION FOR TENDER

Jamia Hamdard invites sealed tenders from Competent/ Authorized Service Provider in carrying out Comprehensive Annual Maintenance Contract for Air conditioners in its Academic Buildings, Administrative Buildings and Hostels etc.

1.	Name / Nature of the work	: Comprehensive Annual Maintenance Contract of Air Conditioners. Window and split type ACs: 1.5 Tr. / 2 Tr. Capacity
2.	Time period of Execution	: Initially for one year further extendable for one year based on performance of successful bidder with mutual consent.
3.	Period of Issue of Tenders	: 20/04/2018 to 11/05/2018
4.	Last date and time for receipt of completed Tenders	: 11/05/2018 up to 3.00PM should be deposited in the tender box kept at purchase section, New Admn. Block (Basement) Jamia Hamdard.
6.	Venue, Date and Time of Opening of Tenders	: Office of the Sr. Consultant (E &M) 11/05/2018 at 3.30 PM
7.	EMD Cost	: Rs .45,000/- only in the form of D.D. In favour of ' Jamia Hamdard '
8	Pre Bid Meeting	: 09/05/2018 at 3.30 P.M

1. The tender documents consisting of above can be downloaded from the website of Jamia Hamdard i.e. www.jamiahamdard.edu/tender and downloaded tender documents can be used for submission.
2. The Jamia Hamdard reserves the right to accept or reject, wholly or partly, any or all the applications without assigning any reason whatsoever. Jamia Hamdard's decision in this regard will be final and binding on all applicants.

3- THE TENDERER SHOULD FULFIL ALL THE FOLLOWING CONDITIONS TO BE ELIGIBLE FOR PARTICIPATION IN THE TENDER.

- i. The tenderer should be Competent/Authorized Service Provider dealing in repair/servicing / Comprehensive Annual Maintenance Contract of Air Conditioners of various make.
- ii. The tenderer must have its office /branch located either in Delhi/ New Delhi/NCR. The bidder must have his own T & P and qualified and experienced manpower.
- iii. The tenderer shall have a valid Permanent Account Number & GST. Documents in fevour of both i.e. PAN and GST should be enclosed along with the TENDER.
- iv. The bidder must have at least three years experience and have completed the similar works of Air Conditioning of at least one project of 17.0 lakhs, two different works of about Rs.12.0 lakhs and three different works of about Rs. 8.0 Lakhs during last three years.
- v. The bidder must have provision of spare / stand by Air conditioners for replacement / installation at vital place in case of non-functioning of ACs during AMC period.

INSTRUCTIONS TO THE TENDERERS

1. Sealed tenders are invited, for Comprehensive Annual Maintenance works of Air Conditioners along with their voltage stabilizers initially for one year extendable for further period of one year depending upon the performance of the agency.
2. **Scope of work:** The successful tenderer shall be in a position to provide Comprehensive Annual Maintenance Contracts for Air conditioners consisting replacement of all spares (except plastic part) including compressors of the defective Air conditioners, replacement of defective PFC coil of Aluminum with copper, all electrical/electronic parts, Fan blades (plastic also), gas charging, periodical servicing, break down repair, replacement of defective of copper pipe of split units and servicing etc.
3. ***Tenders shall be submitted in sealed envelopes Super scribed as following:***

Name of Work:

Date of Opening:

The envelopes shall contain the following: -

- i. EMD for Rs.45,000/- in the form of Demand Draft drawn on a scheduled/nationalized bank in favour of '**Jamia Hamdard**'. Cheques will not be accepted.
- ii. Certified copies of the proof of eligible requirements. All the photocopies of the documents enclosed in support of technical eligibility criteria should be signed by the tenderer/ authorized person.
- iii. Documents of PAN and GST.
- iv. The entire tender document with each page should be duly signed by the tenderer.
- v. 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 CMC of Window AC & Split AC covered in the tender.
- vi. This envelope is for financial bid & shall be super scribed as "Financial bid for **Comprehensive Annual Maintenance Contract** window and split air conditioners.
- vii. This part shall contain the price bid portion of the tender document mentioning the individual item rates, corresponding amount and total price to be charged by the tenderer for executing the work, complete in all respect. It is to be noted that the sealed envelope containing this part shall contain only **PRICES** and no conditions i.e. deviations / assumptions / stipulations / clarifications / comments / any other request whatsoever. Any conditional offer will be rejected.
- viii. The envelope must be super scribed as "**Tender for Comprehensive Annual Maintenance Contract of window and split air conditioners installed at Jamia Hamdard**".

Terms and Conditions

1. Jamia Hamdard is at liberty to make additions/deletions/modifications/amendments in the tender document and the applicants are bound by the same.
2. The tender proposal, completed in all respects, should be signed by the authorized signatory of the applicant on all the pages of the application document at bottom right side corner in token of acceptance of the terms and conditions of the tender and for the purpose of identification. This is to ascertain that the applicant has quoted against all relevant items.
3. The EMD DD of Rs 45,000/- should be in favour of '**Jamia Hamdard**'. Tenders received without EMD will be rejected without assigning any reason.
4. EMD mentioned in the tender document has to be submitted without fail. Tenders without EMD will be rejected. The EMD of unsuccessful tenderers will be returned after issue of work order to the successful tenderer.
5. The EMD of successful tenderer will be returned after submission of performance Bank Guarantee for the period of CMC for @5% of the CMC award cost. In case of extension of CMC the validity of Bank Guarantee must also be extended accordingly. The Bank guarantee of @5% must be submitted within 14 days from the award of CMC.
6. Applicants are advised to visit and examine to be fully satisfy themselves before submitting their applications as to the nature of work/project to be executed and the other aspects pertaining to and/or impacting the work/project and shall themselves obtain all necessary information/clarification as to the risks, contingencies and other circumstances which may influence or affect the work/project.
7. The tenderers will not be entitled to any claim of compensation, financial or otherwise, for difficulties, if any, faced or losses incurred by them on account of submission of the tender.
8. The price quoted in price bid should be inclusive of all types of taxes (GST, CST, KST, OCTROI, ENTRY TAX, , Income Tax, Works Contract Tax, All type of Insurance Charges etc). No extra charges will be paid over and above the contract amount on account of any taxes (existing or future addition) or on any other account.
9. At present there are about **1039Nos (window type -720 Nos & Split type 319 Nos.)**, quantity may vary as per actual, of Air Conditioners covered under this contract located in various offices, academic, administrative, hostel buildings etc, of Jamia Hamdard, provide above. The details of Air Conditioner Brands, Type, Capacity and numbers covered under the CMC are provided in BOQ of price bid. The details of locations of air conditioners will be provided along with letter of award.
10. The Annual Maintenance Contract will be of comprehensive in nature and for a period of one year. Jamia Hamdard at its discretion may extend the term further for a period of one year based on performance of the agency.
11. This comprehensive Contract includes replacement of any faulty spares like Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, External Time Switch Units provided for specific time running of A.C's, Stabilizers, Rewinding of motors, providing Ball bearing of motors, Fan blades, Electronic Control Circuitry, Remote Control units, and as mentioned on Sr. No.2 etc at Contractor's cost including Gas charging and complete repair and maintenance of their related voltage stabilizers, attending all complaints and breakdowns of all types of air-conditioners.

12. Only original spare parts/quality approved by the Jamia Hamdard will be permitted to be used for the maintenance during the CMC Period.
13. Periodical preventive servicing has to be carried for all the Air conditioners covered under CMC.
14. Defective spares compressors / condensers are to be replaced with new compressors / condensers and repairing of the old compressors is not permitted. Whenever new compressors / condensers are used, the Contractor has to produce, Warranty Card of the new Compressor/ condenser at the discretion of Jamia Hamdard. The compressor/ condenser being replaced should match with the original star rating of the air conditioner. Other spares are also to be replaced with new.
15. All the Air-conditioners covered in this contract have to be maintained as per the standards of the original manufacturing company. The contractor has to repair /service/ maintain the air conditioners under the CMC in “as is where is condition” when handed over to them under CMC.
16. It is the primary duty of the successful contractor to ensure that all air-conditioners under the contract are in working condition including those in unmanned area such as Server Rooms, UPS Rooms etc. Hence the contractor should monitor and daily inspect all air-conditioners in unmanned areas.
17. Two full time technicians from **9.00 AM to 10.00 PM** on all days have to be deployed at Complaint Cell of Electrical and Engineering Department / Hostel provided with intercom telephone. Necessary space will be provided to them to maintain the spares, tackles and tools and registers required for carrying out the CMC works by Jamia Hamdard.
18. Contractor should deploy more required technicians in addition to the two technicians in case of heavy workload or in case of urgency to complete the work promptly in time. For attending emergency break downs one technician must be easily available. Calls must be attended within two hours from time of reporting.
19. The technicians deployed under CMC are to be covered by insurance under Workman Compensation Policy through reputed Insurance Companies during the CMC Period. Responsibility will be of the agency.
20. At least one set of tools and tackles necessary for carrying out repair and maintenance works of Air Conditioners under CMC are to be maintained at the Complaint Cell / Electrical Maintenance Room. The tools and tackles must be in good working condition and maintained properly.
21. Following registers are to be maintained by technicians:
 - i. **Service /Breakdown Register:** The air conditioners serviced/ maintained / repaired has to be recorded in register and endorsement from End User Department has to be obtained in register. Also Further service reports are to be made after carrying out periodical servicing and endorsement (Sign and Seal) to be obtained from End User Department.
 - ii. **Complaint Register:** All complaints received with respect to air conditioners under CMC are to be recorded with time and date of receipt, as and when complaints are received from end user departments.

- iii. **Spare Tool and Tackle Register:** All the spares and tools and tackles are to be recorded in the register. Spares taken outside the premises also to be recorded with serial number of spare and in and out date and time.
22. **Payment Terms:** CMC Charges will be paid on six month basis (end of every six months) of the CMC period as per the actual. The actual number of air conditioners for which service has been rendered will be considered for making payment. The payment will generally be made within 30 days from the submission of bills. The bill must be enclosed with service reports endorsed by End User/ Department for all air conditioners which have been covered under CMC during the said period. Bills without service reports will be deemed incomplete and payments will be made only on submission of all service reports. However, no interest is liable to be paid by Jamia Hamdard in case of delays, if any, in payment. Final payment will be made after successful completion of CMC period.
23. Statutory deduction towards income tax and other taxes will be made at the time of making payments and @0.25% will be deducted from each bill towards JHERF.
24. Rate Revision in the contract amount is not to be permitted during the validity period of the contract for any reason.
25. Losses incurred due to mishandling / misplacement / theft or any malpractice by technicians during the period of AMC, the Contractor has to re-imburse / make good of the losses suffered by university due to fault of his technicians. In case of non – reimbursement / making good by the contractor, the same will be recovered from the bills by University.
26. The Courts in Delhi alone shall have exclusive jurisdiction in respect of matters arising out of this Agreement & any such litigation.
27. If any dispute or difference of any kind whatsoever shall arise between Jamia Hamdard and the contractor in connection with or arising out of this contract or the execution of work there under shall be referred to an arbitrator to be appointed by mutual consent of the parties hearing. If the party cannot agree on the appointment of the Arbitrator within a period of One month from the notification by one party to the other of existence of such dispute, then the Arbitrator shall be nominated by the Vice Chancellor, Jamia Hamdard. The provisions of the Arbitration and Conciliation Act'1996 will be applicable and the award made there under shall be final and binding upon the parties hereto, subject to legal remedies available under the Law. This agreement shall be governed by the Law Of India for the time being in force. The Jurisdiction shall be Delhi / New Delhi.
28. All security and safety regulations and guidelines as per the applicable law are to be followed. All guidelines/directions of the university Security Division must be followed.
29. The contractor will be liable for any loss, damage or casualty happened to the equipment or person during work. All labour laws as amended time to time by Govt. of India will be strictly followed.
30. **Jamia Hamdard has the right to split the tendered work in two parts at the lowest rate to two different agencies for the easy and smooth maintenance, if required.**

(V. H. Rao)
Sr. Consultant (E&M)

Signature and seal of the Tenderer

Cancellation of Contract in Full or in Part:

1. In cases of poor workmanship and non-compliance of tender/agreement or services provided by the contractor are not found to be satisfactory, the contract shall be terminated by university by giving 10 days' notice even before the expiry of contract period and shall be forfeited the security deposit without assigning any reason what so ever.
2. The Competent Authority may, without prejudice to any other right or remedy which shall have accrued or shall accrue thereafter to Jamia Hamdard by written notice cancel the contract as a whole or in part as it may deem appropriate.

3. The penalty for delay in attending to complaints will be as under :

- I) Minor Faults viz. replacement of running capacitors, relays etc. not rectified within 24 hour @ Rs 200/- per day.
- II) Major faults viz. repairing / replacement of copper coils, motors, gas filling etc. not rectified within 48 hours @ Rs 500/- per day.
- III) The replacement of new compressor, if not done within 72 Hrs. @ Rs. 2000/-per day.
- IV) Any delay beyond 03 days in rectifying all minor/major faults at S. No. I, II except replacement of new compressor, the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in I, II.
- V) Any delay beyond 05 days in rectifying the faults at S. No. III (replacement of new compressor), the equipment will be got repaired from the market and the actual cost of the same shall be recovered from the payable amount of AMC in addition to the penalties as mentioned in III.
- VI) 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 in case of failure by the contractor to rectify the complaints within the specified time.
- VII) Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- IX) Any damage resulting to the system on account of the negligence or mall-operation shall be made good by the contractor. Nothing extra will be paid for such work.
- X) 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 Engineer- in – charge of the department and any expenditure incurred therein for alternative arrangements by the Engineer-in-charge shall be recovered from the contractor.

SPECIAL CONDITIONS

1. During working at site, some restrictions may be imposed by Engineer-in-Charge/Security staff of Jamia Hamdard or Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restrictions/instruction & nothing extra shall be payable on this account.
2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, storm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.
3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.
4. All rates quoted by the tenderers shall be complete inclusive of all taxes, duties, labour, Tool & Plant, Transportation etc., and the same shall remain firm for the entire contract period and extended contract period, if any.
5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of issue of letter of intent/letter to proceed with the work, the University shall forfeit the earnest money deposited by him along with the tender.
6. The materials used for carrying out the work shall be of best locally available quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testing charges shall be borne by the contractor.
7. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and Jamia Hamdard has nothing to do with such happenings and in no way shall be held responsible for the same.
8. All communication should be addressed to the **Senior Consultant (E & M), Jamia Hamdard, Hamdard Nagar, New Delhi – 110062.**

Signature of Contractor

DECLARATION BY THE BIDDER

I confirm that

- 1) No employee or direct relation of any employee of Jamia Hamdard is any way related as Partner /Shareholder/Director/Advisor/Consultant/Employee etc. of the Company/Organisation.
- 2) The information furnished is correct to the best of my knowledge and belief.

.....
(Signature of Proprietor/Partner/Chief Executive)

Name
(In Capital Letter)

Place:
Date:

(Seal of the signatory)

Price Bid for the CAMC of Window/ Split Air Conditioners

S. No	Details of A.C. Units	Make	Unit	Qty	Rate	Amount
Window AC Units						
1.	1.5/ 2 Tr Window AC	Make : all makes	Nos	720		
Split AC Units						
2.	1.5/ 2 Tr Split AC	Make : all makes	Nos	319		
		TOTAL		1039		

.....
(Signature of Proprietor/Partner/Chief Executive)

(With Seal)

