

F. No. D-21014/26/2016-General
Government of India
Office of the Directorate General of Civil Aviation
Opposite Safdarjung Airport, New Delhi - 110003

“TENDER NOTICE”

FOR ANNUAL MAINTENANCE CONTRACT FOR AIR-CONDITIONERS / WATER COOLERS INSTALLED AT DGCA (H.Q.) AND CEO, RK PURAM, NEW DELHI

Tender published dated	09.02.2018 (2:00 PM)
Bid document download start date	09.02.2018 (2:00 PM)
Bid submission start date	10.02.2018 (10:00 AM)
Bid submission end date	05.03.2018 (5:00 PM)
Bids technical / financial opening date	08.03.2018 (5:00 PM)

Note:-The quotation should be addressed to **Deputy Director, (Administration), Room No. A020, Administrative Block, Directorate General of Civil Aviation, Opposite Safdarjung Airport, New Delhi - 110003** and will be received up to 05.03.2018 (5:00 PM) at the Reception, Directorate General of Civil Aviation, Opposite Safdarjung Airport, Aurobindo Marg, New Delhi- 110003 by post or by hand.

F. No. D-21014/26/2016-General

Government of India
Directorate General of Civil Aviation
Opposite Safdarjung Airport, New Delhi - 110003

Dated: .02.2018

TENDER NOTICE

Subject: Quotation for awarding of contract for annual maintenance contract for air - conditioners and water coolers installed at DGCA (H.Q.) and CEO, R.K. Puram, New Delhi.

1. E-Tender are invited under two bid systems i.e. Technical and Financial Bid for providing AMC services for air -conditioners and water coolers installed at DGCA (H.Q.) and CEO, R.K. Puram, New Delhi for a period of one year from the date of contract.
2. If at any stage it is found that any of the details / documents furnished by the bidder are false/ misleading/fabricated, he/she would be liable to legal action and forfeiture of the Earnest money deposit. Also, any bid with **NIL/N.A./BLANK/ZERO service charge** will summarily be rejected.
3. ***Interested parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://eprocure.gov.in/eprocure/app>.***
4. The Directorate General of Civil Aviation reserves the right to amend or withdraw any of the terms and conditions contained in the **Tender Notice** or to reject any or all tenders without giving any notice or assigning any reason. The decision of the DGCA (HQ) in this regard shall be final and binding on all.

Deputy Director of Administration
Directorate General of Civil Aviation

SCOPE OF WORK / ELIGIBILITY / TERMS AND CONDITIONS OF THE TENDER

1. The Directorate General of Civil Aviation, (DGCA) situated at Ground Floor, Opp. Safdarjang Airport, New Delhi – 110003 requires reputed, well established and financially sound companies / firms / agencies to supply their services of comprehensive annual maintenance contract for air-conditioners and water coolers installed at various locations in DGCA (HQ) and CEO, R.K. Puram, New Delhi.
2. The rates may be quoted item wise for each. The firm will provide all spare for these items during the contract period and no extra payment will be made for change / replacement of any parts including Compressor / Condenser / Wire / Coil / Pipe / Motor / Switch / Top / Gas refilling / installing and uninstalling and breakdown of ACs etc. It shall be responsibility of the firm to maintain all the items in good working order and take prompt action to rectify them. The firm shall provide standby items till it is got repaired by the firm in case of any delay and no extra payment in this regard will be made on part of the DGCA.
3. Due to administrative or maintenance reasons, if the AC's needs to be uninstalled and reinstalled at same/another location, which required refilling of gas, making of wooden frame, provision of power points etc. the payment will be made as per the prevailing competitive market rate after the necessary approvals.
4. The items as mentioned in annexure 'A' can be checked on any working day at installed locations, before quoting the rates for AMC by the tenderers.
5. The contract will be initially for a period of one year from the date of taking award and over of the contract by the selected firm. The contract for comprehensive annual maintenance contract can be considered for renewal further period maximum of one year subject to satisfactory performance of the firm in the matter as per the same terms and conditions. The contract may be curtailed / terminated at any stage without giving any notice or assigning any reason or as per the requirement of DGCA. For such termination, one-week notice will be given to the selected service provider.
6. Selected company / firm / agency will provide skilled / technically qualified engineer and essentially well trained in servicing of air-conditioners and water coolers as per the DGCA requirement.
7. However, the number of air-conditioners / water coolers may increase or decrease as per the requirement of DGCA at any time during the currency of the contract for which services will be provided by the selected company / firm / agency.

8. **Indemnification:**

DGCA will not be responsible for any injury or losses sustained by agency's personnel during the performance of their duties and also for any damages or compensation due to any dispute between the agency and its workers. With all the liabilities arising out of any provisions of the labour laws / Acts / enactments / instructions in-force or enacted from time to time during the duration of this agreement, shall be the responsibility of the agency. Furthermore, the agency shall be responsible for the payment of compensation, insurance or other claims of its employees or any other kind what so ever. DGCA will not be responsible of being a principal employer for the employees deployed on the work by the agency. DGCA will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor. Further, in case of any losses/damage is caused to DGCA equipment/property due to negligence/wrong/faulty maintenance carried out by the technicians/engineers/personnel of the contractor, then the contractor must indemnify the DGCA against all such losses.”.

9. **Force Majeure:**

If at any time during the currency of the contract, either party is subject to force majeure, which can be termed as civil disturbance, riots, strikes, tempest, acts of God etc. which may prevent either party to discharge the obligation, the affected party shall promptly notify the other party about the happening of such an event. Neither party shall by reason of such event be entitled to terminate the contract in respect of such performance of their obligations. The obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. The performance of any obligations under the contract shall be resumed as soon as practicable after the event has come to an end or ceased to exist. If the performance of any obligation under the contract is prevented or delayed by reason of the event beyond a period mutually agreed to, if any, or seven days, whichever is more; either party may at its option terminate the contract.

10. There will be no employer-employee relationship between the contract personnel of AMC provider and DGCA.

11. The various crucial dates related to **“Tender for comprehensive annual maintenance contract for Air-conditioners and water coolers installed at DGCA (HQ) and CEO, R.K Puram, New Delhi”** are given on the first cover page of this tender.

12. The Earnest Money Deposit (EMD) of Rs. 20,000/- (Rupees twenty thousand only) will be refundable (without interest) should be submitted in the form of Demand Draft / Banker's Cheque drawn in favour **“PAO, DGCA, Ministry of Civil Aviation”** payable at New Delhi, failing which the tender shall be rejected summarily. EMD exemption may be allowed as per the GFR rule 170 provided relevant supporting documents are submitted while submitting the bids.

13. The successful bidder will have to deposit a “**Performance Security Deposit**” of Rs. 50,000/- (Rupees fifty thousand only), or 10% of the contract amount, whichever is lower in favour of “**PAO, DGCA, Ministry of Civil Aviation**” payable at New Delhi and may be paid in any of the following forms:-

“Crossed Demand Draft / Pay Order / Fixed deposit receipts / Performance Guarantee Bond by any Nationalized Bank or Scheduled commercial Bank. If the performance Guarantee Bond is issued by a scheduled commercial bank (non-nationalized), the it should be dully counter-signed by the Reserve Bank of India / State Bank of India, New Delhi”. The charges for such counter-signing shall be borne by the successful bidder.

14. The performance security deposit shall remain valid upto a period of 60 days beyond the completion of all contractual obligations. In case the contract is further extended beyond the initial period, the Demand Draft / Pay Order / fixed deposit receipts / performance guarantee bond will have to be accordingly extended / renewed by the successful tender covering the period of contract. The performance security so deposited shall not carry any interest and thus after successful completion of contract and also after additional period so specified, the performance security will be returned without any interest whatsoever.

15. The companies / firms / agencies are required to submit the photocopies / original copy of the following documents / certificates along the application, failing which their bids shall be summarily / out-rightly rejected:

- (a) Application on company’s letter head
- (b) Copy of registration certificate
- (c) Copy of PAN / GIR card
- (d) Copy of GST No and registration certificate
- (e) Copy of the similar work experience
- (f) Original copy of EMD of Rs. 20,000/-

16. Conditional bids shall not be considered and will be out-rightly rejected.

17. The bids shall be opened on the scheduled date, time and venue as prescribed above in the presence of the representative of the companies / firms / agencies, if any who are present on the spot at that time. Only the bids fulfilling the conditions as laid down herein will be evaluated for selection.

18. The competent authority appointed by the DGCA reserves the right to annul any or all bids without assigning any reason.

19. The bidding company / firm / agency should fulfill the following specifications:

- (a) The registered office or the Branch offices of the company / firm / agency should be located in Delhi / New Delhi / NCR Region.
- (b) The company / firm / agency should be registered with the appropriate registration authority.
- (c) The company / firm / agency should have at least three to five years of work experience having similar work in servicing of air-conditioners / water coolers in public sector companies / Bank or Government organizations, etc.
- (d) The company / firm / agency should have own bank account.
- (e) The company / firm / agency should be registered with income tax and G.S.T authorities.

20. The contracting company / firm / agency shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of the DGCA.

21. In case, the person employed by the successful company / firm / agency commits any act omission / commission that amounts to misconduct / indiscipline / incompetence, the successful company / firm / agency will be liable to take appropriate disciplinary action against such persons, including their removal from the site of work required by the DGCA.

22. The company / firm / agency will replace immediately any of its personnel who is found unacceptable to DGCA because of security risks, incompetence, conflict of interest, improper conduct etc. upon receiving a notice from the DGCA.

23. The company / firm / agency will depute a coordinator who will be responsible for immediate interaction with the DGCA.

24. Complaints received by the selected firm in the should be attended to within 03 days and failing which a penalty @ Rs.500 per day/complaint will be imposed.

25. It will be the responsibility of the service providing agency to meet the transportation, food, medical or any other requirement in respect of the service engineer deployed by it (Agency). DGCA will have no liability in this regard.

26. The DGCA will not be responsible for any damages, losses, claims, financial or other injury to any service engineer / person deployed by service providing agency in the course of their performing the functions / duties.

27. The tax deduction at sources (TDS) shall be deducted as per the provisions of the Income Tax Act, as amended from time.

28. The EMD in respect of the agencies which do not qualify shall be returned to them without any interest. However, the EMD in respect of the successful tenderer can be adjusted towards the Performance Security. Further, if agency fails to send their service engineer against the requirement within the stipulated time period from the date of placing the order the EMD shall stand forfeited without giving any further notice.
29. The payments shall be made on quarterly basis. The agency shall raise the bills, in triplicate in respect to the comprehensive annual maintenance contract for air-conditioners and water coolers installed at DGCA and CEO, RK Puram, New Delhi.
30. Tenders have to be submitted duly filled in and signed by authorized person in ink pen or ball pen. Tenders written in pencil or erased/over-written will not be considered.
31. The bidders shall not be at liberty to offer his her terms and conditions with regard to the tendered work that means the bidder cannot deviate from the terms and conditions given herein. Otherwise, the tenders are liable to be summarily rejected.
32. The vendors should not been blacklisted by any organization / Govt. Department. An affidavit in this respect required to be given by the tenderer.
33. The firm shall take prior permission from the undersigned/ Section Officer, General Section for taking the machines out of the office premises for repairs and replacement of worn out parts with original one. No extra charges will be paid for doing the work outside of office premises. In such cases the transport and labour charges will be borne by the contractor.
34. Monthly servicing of watercoolers as and when asked for in emergent cases be get done by the experienced service engineer. This also includes cleaning of Water Coolers on monthly basis or as when on demand to maintain the hygiene and sanitation of the premises.
35. Financial bid:- The bidder shall give the total composite price and the price needs to be individually indicated against each item. The unit price quoted by the bidder shall be in sufficient detail to enable the DGCA to arrive at the price offered for each item. Discount, if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free supply, etc into account. The price approved by the DGCA for award of AMC will be inclusive of all levies and taxes.

36. An agreement (2 copies) with the terms and conditions as laid down in this tender notice will be made on the non-judicial stamp paper worth Rs. 100/- to get the signed by the authorized signatory of the successful firm and authorized representative of DGCA to accept the terms and conditions.

37. Quotation for Technical Bids / Financial bids will be opened on 08.03.2018 (5:00 PM) by tender opening committee which may be attended by the bidders.

38. The decision of the tender Committee will be final.

Deputy Director (Administration)
Office of the Directorate General of Civil Aviation.

ANNEXURE 'A'**Schedule of quantity**

S. No.	Type	Rate for Single Phase	Rate of Double phase	Rate of Three phase
1	Split Type Air-Conditioners			
1.1	1.5 TON			
1.2	2 TON 3 TON			
1.3	5 TON (Ducting AC)			
2	Cassete Type Air-Conditioners			
2.1	1.5 TON			
2.2	2 TON			
3	Window Type ACs			
3.1	1.5 TON			
3.2	2.0 TON			
4	Water Coolers			
4.1	180 Ltr.			
4.2	150 Ltr.			
4.3	110 Ltr.			
4.4	120 Ltr.			
4.5	80 Ltr.			
4.6	40 Ltr.			

Name of the Bidder and Signature of the bidder with seal of the firm

Annexure 'B'
DIRECTOR GENERAL OF CIVIL AVIATION
TECHNICAL BID FOR PROVIDING AC and Water Coolers

S.No.	Description	Details
1	Name of the firm	
2	Address of the firm	
3	Contact details of the firm with fax no.	
4	E-mail of the firm	
5	Name and address of the head of the firm	
6	Name of the contact person of the firm and contact details	
7	Specify the type of firm (sole proprietor/partnership/other specify)	
8	Earnest Money Deposit:- Name of issuing bank Amount DD No. in favor of Date of issue	
9	Provident account no. with proofs attached	
11	Firm Registration (incorporation certificate)	
12	G.S.T registration number with copy of certificate attached	
13	PAN no. of firm with a copy attached	
14	Firm's income tax returns of last three financial years FY2014-15, FY2015-16, FY2016-17 with proofs attached	
15	Annual turnover of FY2014-15, FY2015-16, FY2016-17 (in lakhs) supported by valid documents	

Continued.....

Note: Photocopies of all necessary documents duly self attested must be scanned for verification of the information provided and submitted at the time of acceptance of award of contract. Also, every document whatsoever, attached or submitted in the bids must have self attestation of the firm's/agency's authorized signatory. Bids will summarily be rejected if any paper found with no self attestation.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained in notice inviting tender and undertake myself/ourselves abide by them. I/We_____ certify that all the information provided on previous page are true to the best of my knowledge.

Name of the bidder and Signature of the bidder with seal of the firm

Annexure 'C'

PARTICULARS OF EXPERIENCE

1. Name of the Agency :
3. Date of Establishment of the Agency :
4. Experience in the trade and :
particulars of other contracts,
if any.
5. Organisations with whom contract :
held and terms/conditions thereof
with supporting documents.
6. Monthly business turnover of the :
agency for each contract mentioned
against (4) above.

Date:

Signature and seal of Bidder

NB: Please note that non-submission of this form or submission of incomplete forms is liable to be made the tender invalid.

Annexure 'D'

(On Company letter head)

UNDERTAKING

To
Directorate General of Civil Aviation,
Opp. Safdarjung Airport,
Aurobindo Marg, New Delhi-110003

Name of the firm/Agency_____

Name of the tender_____

Sir,

1. I/We hereby agree to abide by all terms and conditions laid down in tender document.
2. This is to certify that I/We before signing this bid have read and fully understood all the terms and conditions and instructions contained therein and undertake myself/ourselves abide by the said terms and conditions.
3. I/We shall provide Annual maintenance Contract for ACs and Water Coolers at DGCA Hqrs and C.E.O R.K Puram as per the requirement mentioned in tender document.
4. I/We do hereby undertake that we comply with all applicable statutory provisions and should ensure that we remain in compliance with all applicable statutory provisions during the currency of contract.

(Signature of the Bidder)

Name and Address of the Bidder
Telephone No.

Annexure 'E'

Directorate General of Civil Aviation

FORM OF AGREEMENT

THIS AGREEMENT is made on the ____ day _____
(Month) _____(Year) Between the President of India through
_____ (Name and address of the Department)
(hereinafter called "the Department" which expression shall, unless excluded
by or repugnant to the context be deemed to include his successors in office
and assigns) of the one part AND _____ (Name and
address of the contractor) through Shri _____ , authorized
representative (hereinafter called "the contractor" which expression shall,
unless excluded by or repugnant to the context, be deemed to include his
successors, heirs, executors, administrators, representatives and assigns) of
the other part for providing AMC service for ACs and Watercoolers to the
Directorate General of Civil Aviation.

NOW THIS AGREEMENT WITNESSETH as follows:-

1. In this Agreement words and expression shall have the same meanings as are respectively assigned to them in the Terms and Conditions of contract hereinafter referred to.
2. The following documents shall be deemed to form and be read and constructed as part of this Agreement, viz:
 - a. Notice Inviting Tender for Housekeeping Services
 - b. Award of contract;
 - c. Terms and Conditions;
 - d. Scope of Work;
 - e. Addendums, if any; and
 - f. Any other documents forming part of the contract.
3. In consideration of the payments to be made by the Department to the Contractor as hereinafter mentioned, the Contractor hereby covenants with the Department to execute AMC service for ACs and Watercoolers w.e.f _____ as per the provisions of this Agreement and the tender document.
4. The Department hereby covenants to pay the contractor in consideration of the execution and completion of the works/services as per this Agreement and tender document, the contract price of Rs. _____
(_____ Rupees in words)

5. Being the sum stated in the letter of acceptance subject to such additions thereto or deductions there from as may be made under the provisions of the contract at the times in manner prescribed by the contract.

IN WITNESS WHERE OF the parties hereto have signed the Agreement the day and the year first above written.

For and on behalf of the Contractor
Signature of the authorized official

For and on behalf of the DGCA
Signature of the authorized Officer

Name of the official
Stamp/Seal of the Contractor

Name of the Officer
Stamp/Seal of the Employer

By the said
_____ Name
on behalf of the Contractor in
the presence of:

By the said
_____ Name
on behalf of the Employer in
the presence of:

Witness _____
Name _____
Address _____

Witness _____
Name _____
Address _____

Telephone No: _____

Telephone No: _____

Annexure 'F'

UNDERTAKING

It is certified that my firm/agency/company has never been **black listed** by any of the Departments/Autonomous Institutions/Universities/Public Sector Undertakings of the Government of India or Government of NCT of Delhi or any other State Government or Public Sector Banks or Local Bodies/Municipalities and no criminal case is pending against the said firm/agency as on ___/___/2018.

Place:

Signature of the Tenderer
Name of the Signatory
Date: ___/___/2018
Name of the Firm/agency
Seal of the Firm/Agency

