

**INVITATION BIDS FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT  
OF SPLIT AND CASSETTE AIR CONDITIONERS AT WESEE ANNEXE,  
BHIKAJI CAMA PLACE**

**LIMITED TENDER ENQUIRY**

*(Total 15 pages)*

M/S

As per approved vendor list on LTE basis

**(RFP) No. 60 /ADM/ACs/B15/BC/02/19-20 DATED 27 Mar 19**

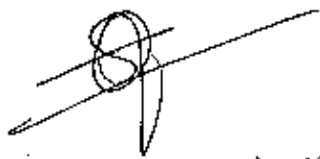
1. Single Commercial Bids in sealed cover are invited for Comprehensive AMC of 33 in nos. Air Conditioners (Split and Cassette) and their associated accessories viz. Stabilizers and Socket Boxes/ Plugs/ MCBs at WESEE Annexe, Bhikaji Cama Place listed in listed in Part II of this RFP. Please super scribe the above mentioned Title, RFP number and date of opening of the Bids on the sealed cover to avoid the Bid being declared invalid.

2. The address and contact numbers for sending Bids or seeking clarifications regarding this RFP are given below:-

- |   |   |
|---|---|
| (a) Bids/queries to be addressed to :           | <b>The Director General, WESEE<br/>Ministry of Defence, Govt. of<br/>India, West Block -V, Wing-V<br/>RK Puram, New Delhi-110 066</b> |
| (b) Postal address for sending the Bids :       | <b>Same as at Para 2(a) above</b>   |
| (c) Name/designation of the contact Personnel : | <b>Capt Om S Alok,<br/>Establishment Officer (AOL)</b>  |
| (d) Telephone no. of the contact personnel :    | <b>011-26183158</b>   |
| (e) Fax number :                                | <b>011-26101143</b>   |

3. This RFP is divided into five parts as follows:

- (a) **Part I** – Contains General Information and Instructions for the Bidders about the RFP such as the time, place of submission and opening of tenders, Validity period of tenders, etc.
- (b) **Part II** – Contains Essential details of the items/services required, such as the Schedule of Requirements (SOR), Work Description.

  
ओम शंकर आलोक / Om S Alok  
कप्तान / Captain  
स्थापना अधिकारी / Establishment Officer  
रक्षा मंत्रालय, भारत सरकार / Ministry of Defence  
वेस्ट ब्लॉक-5, एन.डी. पुरम / West Block-5,  
एन.डी. पुरम / Sector-1, R.K. Puram  
नई दिल्ली / New Delhi-110066



(c) **Part III** – Contains Standard Conditions of RFP, which will form part of the Contract with the successful Bidder.

(d) **Part IV** – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.

(e) **Part V** – Contains Evaluation Criteria and Format for Price Bids.

4. This RFP is being issued with no financial commitment and the customer reserves the right to change or vary any part thereof at any stage. Customer also reserves the right to withdraw the RFP, should it become necessary at any stage.

### **PART I – GENERAL INFORMATION**

1. **Last date and time for depositing the Bids:** **01 May 19 (1430 Hrs)**. The sealed Bids are to reach/deposited by the due date and time. The responsibility to ensure this lies with the Bidder.

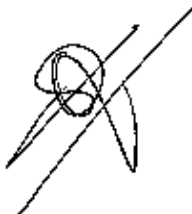
2. **Manner of depositing the Bids:** Sealed Bids should either be dropped in the Tender Box marked as **WESEE TENDER BOX** or, sent by registered post at the address given above so as to reach by due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/ non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered (unless they have been specifically called for by these modes due to urgency).

3. **Time and date for opening of Bids:** **01 May 19 (1500 Hrs)**. If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time, as intimated by the User).

4. **Location of the Tender Box:** Sealed Bids are to be dropped in the Tender Box marked as **WESEE** kept near the reception office at main entrance of **WEST BLOCK-V**. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.

5. **Place of opening of the Bids:** **Office of Logistics Officer, WESEE**. The Bidders may depute their representatives, duly authorized in writing, to attend the opening of Bids on the due date and time. Rates and important commercial/technical clauses quoted by all Bidders will be read out in the presence of the representatives of all the Bidders. This event will not be postponed due to non-presence of your representative.

6. **Type of Tender and Bid:** This is a **Limited Tender Enquiry** and **no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017**. This CAMC is on **Single Bid** basis where both the technical and commercial details, along with other information, as sought are to be submitted together in a single sealed cover by the bidder.



श्रीमद् शंकर लालोक / Om S Alok  
Commander / Captain  
लॉजिस्टिक्स ऑफिसर / Logistics Officer  
WESEE  
मंत्रालय / Ministry of Defence  
वेस्ट ब्लॉक-5 / West Block-5,  
फ्लोअर-1, सोसाइटी/फ्लोअर-1, ए.क. पुराम  
-110006 / New Delhi-110006



7. **Forwarding of Bids:** Bids should be forwarded by Bidders under original memo / letter pad inter alia furnishing details like TIN number, GST/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the User in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the User will be sent to all prospective bidders who have received the bidding documents.

9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the User prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed confirmation copy to be sent by post and such signed confirmation should reach the User not later than the deadline for submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the User may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.

11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.

12. **Unwillingness to Quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of Services as mentioned in this RFP.

13. **Validity of Bids:** The bids should remain valid till **120 Days** from the last date of submission of the Bids.

14. The service provider should enclose the required supporting documents to the Bid as per **Appendix B** of this RFP.

15. **Earnest Money Deposit:** All the completed tender documents should be submitted along with Earnest money of ₹ 12,932/- (Rupees Twelve Thousand Nine Hundred Thirty Two only) by way of demand draft in favour of Director General, WESEE, payable at Delhi. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's cheque or Bank Guarantee from any public sector banks or private sector bank authorized to conduct government business as per Form DPM-16 (Available in MoD website and can be provided on request). EMD is to be valid for a period of forty-five days beyond the final bid validity period. EMD of



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कमांडिंग ऑफिसर / Logistics Officer  
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एअर मंत्रालय / Ministry of Defence  
ब्लॉक-5 / West Block-5,  
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the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30<sup>th</sup> day after the award of the contract. The Bid Security of the successful bidders would be returned, without any interest whatsoever, after the receipt of Performance Security from them as called for in the contract. However, EMD is not required to be submitted by those Bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Scale Industries Corporation (NSIC) or any department of MoD or MoD itself. The EMD will be forfeited if the bidder withdraws or amends impairs or derogates from the tender in any respect within the validity period of their tender.

16. **Period of contract:** The period of initial contract will be for one year or as specified in contract. Please note that Contract can be cancelled unilaterally by the user in case services are not good within the contracted. Renewal of Comprehensive AMC will be concluded for a period of one year from date of signing of contract. User shall also have the option to extend the contract upto a further period not exceeding two years on year to year basis. Subject to satisfactory performance by the contractor. However, the CAMC cost will be calculated on pro rata basis for the actual no. of ACs being included in the next CAMC.

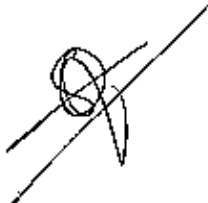
## PART II – ESSENTIAL DETAILS OF SERVICES REQUIRED

1. **Schedule of Requirements** – CAMC services required is as follows:-

Sl. No.	Description of ACs/Items	Qty
(a)	1.5 Ton Split AC (Wall mounted)	01
(b)	2 Ton Split AC (Wall mounted)	21
(c)	4 Ton Cassette AC (Ceiling Mounted)	11
(d)	5 KVA / 4 KVA Stabilizer	33
(e)	Industrial socket box/plug/MCB	33
(f)	Cable from socket to AC for all ACs under CAMC	

2. **Scope of Work:**

- (a) All ACs are to be in operational state at all the time.
- (b) All ACs are required to be checked for gas in compressor on monthly basis and as when required basis. Any deficiency of gas to be filled up immediately. The cost of refilling of gas will be borne by the CAMC vendor.
- (c) All stabilisers' are to be in operational state.
- (d) All defective parts of ACs to be replaced free of cost and replaced parts will be the property of user/client. Old/ unserviceable items are to be removed from the site by contractor.
- (e) Power supply related problems of all ACs are to be rectified by the CAMC contractor.

  
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 कर्पण / Captain  
 वरिष्ठ वकील / Senior Officer  
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 मंत्रालय / Ministry of Defence  
 क्षेत्र-1, आर.के. पुर्वा / Sector-1, R.K. Puram  
 नई दिल्ली / New Delhi-110008



(f) All defective power cables, sockets etc. are to be repaired/ replaced by the contractor free of cost.

(g) The contractor shall provide one qualified AC Mechanic for 05 days in a week from 0900 hrs to 1800 hrs. AC mechanic may be called on holidays if required. The mechanic shall not leave the place of duty viz WESEE premises without prior permission of the Maintenance Chief.

(h) The annual maintenance contract includes repairs/ replacement of compressor along with gas charging and replacement of all parts viz relay circuit, running capacitor, starting capacitor, motors, fans, internal/external wiring, thermostat set, blowers, switches, plugs, MCBs and welding work etc. as and when required.

### **PART III – STANDARD CONDITIONS OF RFP**

**The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below. Failure to do so may result in rejection of the Bid submitted by the Bidder.**

1. **Law:** The Contract shall be considered and made in accordance with the laws of the Republic of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
2. **Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
3. **Arbitration:** All disputes or differences arising out of or in connection with the contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7, DPM-8 and DPM-9 (Available in MoD website and can be provided on request).
4. **Penalty for use of Undue influence:** The CAMC Service Provider undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the User or otherwise in procuring the Contracts or for bearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavour to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the CAMC Service Provider or any one employed by him or acting on his behalf (whether with or without the knowledge of the CAMC Service Provider) or the commission of any offence by the CAMC Service Provider or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the User to cancel the contract and all



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संगठिकी अधिकारी / Logistics Officer  
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ब्लॉक-5 / West Block-5,  
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नई दिल्ली / New Delhi-110006

or any other contracts with the CAMC Service Provider and recover from the CAMC Service Provider the amount of any loss arising from such cancellation. A decision of the User or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the CAMC Service Provider. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the CAMC Service Provider towards any officer/employee of the User or to any other person in a position to influence any officer/employee of the User for showing any favour in relation to this or any other contract, shall render the CAMC Service Provider to such liability/ penalty as the User may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the User.

5. The Director General, WESEE, reserve its rights not to accept the lowest tender and shall be liberty to reject any or all tenders without assigning any reason whatsoever.

6. Any firm which has been 'black listed' by any government/semi government organization during the last five years shall not have the right to submit tender bids. If detected at any stage, such firm shall be black listed.

7. Each form of this contract document is to be signed by the tenderer and following certificate given in the offer letter:-

WE HEREBY DECLARE THAT ALL THE TERMS AND CONDITIONS GIVEN IN THE RFP NO. ADM/ACs/815/BC/02/18-19 Dated Mar 19 are accepted by us.

8. **Agents / Agency Commission:** The CAMC Service Provider confirms and declares to the User that the CAMC Service Provider is the original manufacturer of the stores/provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the CAMC Service Provider; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Contractor agrees that if it is established at any time to the satisfaction of the User that the present declaration is in any way incorrect or if at a later stage it is discovered by the User that the CAMC Service Provider has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the CAMC Service Provider will be liable to refund that amount to the User. The Contractor will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The User will also have a right to consider cancellation of the Contract either wholly or in part, without any entitlement or compensation to the CAMC Service Provider who shall in such an event be liable to refund all payments made by the User in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The User will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.



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श्रीमद् अलोक / Captain  
लॉजिस्टिक्स अधिकारी / Logistics Officer  
अनुसंधान विभाग / WESEE  
रक्षा विभाग / Ministry of Defence  
पूना कैंप-3 / West Block-3,  
प्लॉट-1, अन्वेषण भवन / Plot-1, I.K. Puram  
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9. **Access to books of Accounts:** In case it is found to the satisfaction of the User that the CAMC Service Provider has engaged an Agent or paid commission or influenced any person to obtain the Work Order as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the CAMC Service Provider, on a specific request of the User, shall provide necessary information/ inspection of the relevant financial documents/information.

10. **Non-disclosure of Contract Documents:** Except with the written consent of the User/ CAMC Service Provider, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

11. **Liquidated Damages:** In the event of the CAMC Service Provider's failure to submit the Bonds, Guarantees and Documents, supply also deduct from the CAMC Service Provider as agreed, liquidated damages to the sum of 0.5% of the contract price of the delayed services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages the stores/goods and conduct trials, installation of equipment, training, etc as specified in this contract, the User may, at his discretion, withhold any payment until the completion of the contract. The User may being not higher than 10% of the value of delayed stores/services.

12. **Termination of Contract:** The User shall have the right to terminate this Contract in part or in full in any of the following cases:-

- (a) The User has noticed that the CAMC Service Provider has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such Individual/ company etc.
- (b) The CAMC Service Provider is declared bankrupt or becomes insolvent.
- (c) As per decision of the Arbitration Tribunal.
- (d) The CAMC Service Provider does not comply with the scope of work as per Para 2 of Part-II of this Contract.

13. **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail.

14. **Transfer and Sub-Letting:** The CAMC Service Provider has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present Contract or any part thereof.

15. **Amendments:** No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

16. **Taxes and Duties:**

- (a) If Bidder desires to ask for GST/ extra the same must be specifically stated and SAC code must be mentioned in every invoice/ bills. In the absence of the any



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Capt / Captain  
कप्तान अलोक / Capt / Laptition Officer  
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रक्षा विभाग / Ministry of Defence  
ब्लॉक-5 / West Block-5,  
सेक्टर-1, आर.के. पुरम / Sector-1, R.K. Puram  
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such stipulation, it will be presumed that the prices include all such charges and no claim for the same will be entertained.

(b) If reimbursement of any Duty/Tax is intended as extra over the quoted prices, the Bidder must specifically say so. In the absence of any such stipulation it will be presumed that the prices quoted are firm and final and no claim on account of such duty/tax will be entertained after the opening of tenders.

(c) If a Bidder chooses to quote a price inclusive of any duty/tax and does not confirm inclusive of such duty/tax so included is firm and final, he should clearly indicate the rate of such duty/tax and quantum of such duty/tax included in the price. Failure to do so may result in ignoring of such offers summarily.

(d) Any change in any duty/tax upward/downward as a result of any statutory variation in excise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the user by the Service Provider. All such adjustments shall include all reliefs, exemptions, rebates, concession etc. if any obtained by the Service Provider.

17. **Assurance:**

The article maintained under the contract shall be:-

(a) The contractor shall be responsible for smooth and satisfactory working of the air conditioner's and shall obtain a certificate from users at least once a month to the effect that the air conditioners are working satisfactory during the month in question.

(b) The contractor shall be required to do the work at the approved rates. if, for any reason, the firm is not able to do so with in 02 working days, the work shall be got done from some other firm or from the open market at the cost of contractor and the expenditure so incurred thereon shall be recovered. This may even entail the termination of the contract.

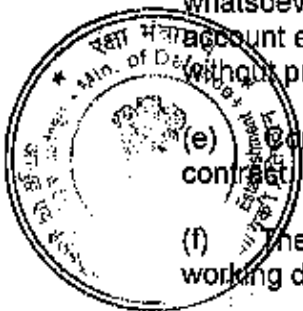
(c) In case of the contractor fails to cope up with the work load or does not render satisfactory services the contract awarded to him shall be cancelled by giving 07 days notice without assigning any reason whatsoever. In this connection, decision of the undersigned shall be final and the binding of the contractor.

(d) It will be obligatory on the part of contractor to make good all the deficiency whatsoever before handing over the ACs to the next contractor failing which an account equal to the market charges shall be deducted from his balance due amount without prior intimation.

(e) Contractor will replace or repair defective parts, free of cost during period of contract.

(f) The system should not be non-operational for more than two continuous working days at one instant.

(g) All replaced parts will be the property of client.



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कप्तान / Captain  
सैनिकी कानूनविधि / Legislation Officer  
संयुक्त प्रशासन विभाग / WESEB  
रक्षा मंत्रालय / Ministry of Defence  
पैर: ब्लॉक-6 / West Block-6,  
सेक्टर-1, आर.के. पुरम / Sector-1, R.K. Puram  
नई दिल्ली / New Delhi-110009



**PART IV – SPECIAL CONDITIONS OF RFP**

**The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below. Failure to do so may result in rejection of Bid submitted by the Bidder.**

**Note: This is a Limited Tender Enquiry and no unsolicited bids will be accepted/ entertained by this office in accordance with GFR 2017.**

1. **Performance Guarantee:** The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

2. **Payment Terms:** It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents. **Quarterly payments on submission of User clearance certificate in respect of CAMC contract.**

3. **Advance Payments:** No advance payment(s) will be made.

4. **Paying Authority:** The CDA (Navy/CG), 1<sup>st</sup> floor, West Block-V, RK Puram, New Delhi-110 066.

(a) **Indigenous CAMC Service Providers.** (Name and address, contact details). The payment of bills will be made through CDA (Navy/CG), Delhi on submission of the following documents by the CAMC Service Provider to the Paying Authority along with the bill.

- (i) Ink-signed copy of contingent bill / CAMC Service Provider's bill.
- (ii) Ink-signed copy of Commercial invoice / CAMC Service Provider's bill.
- (iii) Copy of Work Order/Contract with, where required under delegation of powers.
- (iv) Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc as applicable.
- (v) Exemption certificate for Excise duty / Customs duty, if applicable.
- (vi) Bank guarantee for advance, if any.
- (vii) Guarantee / Warranty certificate.



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सैनिकी अधिकारी / Logistics Officer  
एन.डी.एस.ई. / NESIE  
रक्षा मंत्रालय / Ministry of Defence  
वेस्ट ब्लॉक-5 / West Block-5,  
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नई दिल्ली / New Delhi-110066

(viii) Performance Bank guarantee / Indemnity bond where applicable.

(ix) DP extension letter with CFA's sanction, where required under delegation of powers, indicating whether extension is with or without LD.

(x) Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in work order/contract).

(xi) Any other document / certificate that may be provided for in the Work Order / Contract.

(xii) User Acceptance.

(xiii) Xerox copy of PBG.

(Note – From the above list, the documents that may be required depending upon the peculiarities of the services being undertaken, may be included in RFP)

5. **Risk & Expense Clause:**

(a) Should the services thereof not being provided within the time or times specified in the contract documents, or if the services provided are not satisfactory thereof, the User shall after granting the CAMC Service Provider 07 days to cure the breach, be at liberty, without prejudice to the right to recover liquidated damages as a remedy for breach of contract, to declare the contract as cancelled either wholly or to the extent of such default.

(b) Should the services provided thereof not in accordance with the specifications / parameters provided by the User (Refer Para 2 of Part II of this contract), the USER shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel the contract wholly or to the extent of such default.

6. **Fall clause:** The following fall clause will form part of the contract placed on CAMC Service Provider -

(a) The CAMC Service Provider shall furnish the following certificate to the Paying Authority along with each bill for payment for supplies made against the Rate contract – "We certify that there has been no reduction in price of the services provided of description identical to the services provided supplied to the Government under the contract herein and such services have not been offered by me/us to any person/organization including the User or any department of Central Government or any Department of a state Government or any Statutory Undertaking of the Central or state Government as the case may be upto the date of bill/the date of completion of supplies against all supply orders placed during the currency of the Rate Contract at price lower than the price charged to the government under the contract".



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कानून अधिकारी / Legal Officer  
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7. **Force Majeure Clause:**

(a) Neither party shall bear responsibility for the complete or partial non-performance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of services under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

(b) In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

(c) The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 07 (Seven) days from the moment of their beginning.

(d) Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

(e) If the impossibility of complete or partial performance of an obligation lasts for more than 6 (six) months, either party hereto reserves the right to terminate the contract totally or partially upon giving prior written notice of 30 (thirty) days to the other party of the intention to terminate without any liability other than reimbursement on the terms provided in the agreement for the goods received.

8. **Comprehensive Annual Maintenance Contract (CAMC) Clause** - The following CAMC clause will form part of the contract placed on successful Bidder:-

(a) The CAMC Service Provider would provide CAMC for a period of **01** year. The CAMC services should cover the repair and maintenance of all the air conditioners under the present Contract. The User Furnished Equipment which is not covered under the purview of the CAMC should be separately listed by the CAMC Service Provider. The CAMC services would be provided in two distinct ways:

(i) **Preventive Maintenance Service:** The CAMC Service Provider will provide a minimum of twelve Preventive Maintenance Service during a year and carry out functional checks of ACs and minor adjustments/ tuning as when required.

(ii) **Breakdown Maintenance Service:** In case of any breakdown of the ACs, on receiving a call from the User, the CAMC Service Provider is to provide maintenance service to make the equipment/system serviceable.

(b) **Response Time:** The response time of the CAMC contractor should not exceed **24** hours from the time the breakdown intimation is provided by the User.

(c) Serviceability of **98%** per year is to be ensured. This amounts to total maximum downtime of **07** days per year. Also unavailability should not exceed **01**



day at one time. Required spares to attain this serviceability may be stored at site by the CAMC Service Provider at his own cost. Total down time would be calculated at the end of each quarter. If downtime exceeds permitted downtime, LD would be applicable for the delayed period.

(d) Maximum repair turnaround time for equipment/system would be 02 days. However, the spares should be maintained in a serviceable condition to avoid complete breakdown of the equipment/system.

(e) During the CAMC period, the CAMC Service Provider shall carry out all necessary servicing/repairs to the air-conditioners under CAMC at the current location of the air-conditioners. Prior permission of the User would be required in case certain components/sub systems are to be shifted out of location. On such occasions, before taking over the goods or components, the CAMC Service Provider will give suitable bank guarantee to the User to cover the estimated current value of item being taken.

(f) The User reserves its right to terminate the maintenance contract at any time without assigning any reason after giving a notice of 01 month. The CAMC Service Provider will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the CAMC Service Provider for maintenance services already performed in terms of the contract, the same would be paid to it as per the contract terms.

#### **PART V – EVALUATION CRITERIA & PRICE BID ISSUES**

1. **Evaluation Criteria:** The broad guidelines for evaluation of Bids will be as follows:

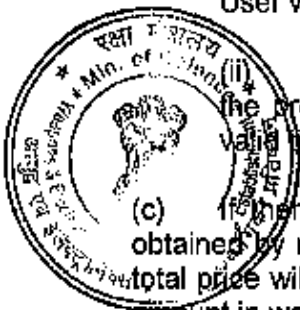
(a) Only those Bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP, both technically and commercially.

(b) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at **Appendix- 'A'** to this tender enquiry/RFP. The consideration of taxes and duties in evaluation process will be as follows.

(i) All taxes and duties (including those for which exemption certificates are issued) quoted by the Bidders will be considered. The ultimate cost to the User would be the deciding factor for ranking of Bids.

(ii) Bidders are required to quote all inclusive rates for the items included in the proposed Rate Contract. The quoted rates, once accepted, shall remain valid till completion of Rate Contract.

(c) If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.



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कप्तान / Captain  
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नई दिल्ली / New Delhi-110066

(d) The Lowest Acceptable Bid will be considered further for placement of contract /Work Order after complete clarification and price negotiations as decided by the User. The User will have the right to award contracts to different Bidders for being lowest in particular items. The User also reserves the right to do Apportionment of Quantity, if it is convinced that Lowest Bidder is not in a position to supply full quantity in stipulated time.

(e) Any other criteria as applicable to suit a particular case.

2. **Instruction for Filling up Price-Bid:**

(a) The tenderer should satisfy him with the terms and conditions of the contract. No claim on grounds of lack of knowledge, in any respect, shall be entertained.

(b) All additions and alterations made while filling the tender must be attested by initials of the tenderer. Overwriting of figures is not permitted. Failure to comply with either or both these conditions shall render the tender void.

(c) The tender form must be filled in English and all entries must be made by hand & written in ink. All numerical be written in words and figures. If any of the documents is mission or unsigned, the tender will be liable to be rejected.

(d) Each page of the tender document is required to be signed by the bidder submitting the tender.

(e) The tender submitted on behalf of a Partnership firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter the proposed contract. Otherwise, the tender is liable to be rejected.

(f) The WESEE, IHQ-MoD (Navy), New Delhi does not bind himself to accept the lowest, or any, or all the tenders and reserves to himself, the right to accept or reject any, or all the tenders, either in whole or in part without assigning any reasons for doing so. Credibility, good services and vehicles on good operational conditions etc. will also be considered for award of contract.



  
(Om S Alok) 27/3/15  
Captain  
Logistics Officer  
for Director General

ओम शंकर आलोक / Om S Alok  
कप्तान / Captain  
लॉजिस्टिक्स ऑफिसर / Logistics Officer  
भारतीय रक्षा विभाग / WESEE  
भारत सरकार / Ministry of Defence  
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नई दिल्ली / New Delhi-110000

**Appendix-A**  
**Refer Para 1(b) of Part-V**

**Price Bid Format**

The Price Bid Format is given below and Bidders are required to fill this up correctly with full details:

(a) Comprehensive AMC Charges with spares:

<u>S. No.</u>	<u>Description of AC/Items</u>	<u>Qty</u>	<u>Rate/ Unit</u>	<u>Amount</u>
(i)	1.5 Ton Split AC (Wall mounted)	01		
(ii)	2 Ton Split AC (Wall mounted)	21		
(iii)	4 Ton Cassette AC (Ceiling Mounted)	11		
(iv)	5 KVA / 4 KVA Stabilizer	33		
(v)	Industrial socket box/plug/MCB	33		
(vi)	Cable from socket to AC for all ACs under CAMC			

(b) Mention the following –

- (i) Any other Taxes / Duties / Overheads / Other costs:
- (ii) Grand Total:



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-110006 / New Delhi-110006

**RFP No. /ADM/ACs/815/BC/02/18-19 Dated Mar 19**

**CHECK OFF LIST OF DOCUMENTS TO BE ATTACHED**

1. Copy of PAN
2. Copy of last two financial year ITR filed by Service Provider/firm
3. Copy of bank solvency certificate issue on or after 01 Dec 18
4. Copy of experience certificate
5. Copy of performance certificate
6. Copy of GST registration certificate.
7. Copy of Work Orders undertaking during last three years.
8. Copy of Work completion certificate taken organisation whom services has been provided.



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ओम शंकर आलोक / Om S Alok  
कप्तान / Captain  
सैन्याधिकारी / Logistics Officer  
वेस्ट ब्लॉक-5 / WEST-5  
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वेस्ट ब्लॉक-5 / West Block-5,  
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