



**Pre-Qualifying Conditions**

1. The Tenderer along with its partner, if any, should be a reputed Company directly undertaking the Comprehensive Annual Maintenance Contract of Air Conditioners.
2. The Tenderer must have requisite manpower, infrastructure and financial resources to successfully execute the contract.
3. The Tenderer is required to submit documentary evidence in support of the contracts executed by it.
4. Only those firms need to participate in the Bids System who qualifies the Pre-Qualifying Conditions.
5. The Tenderers have to qualify the Pre-Qualification Conditions, to participate in Financial Bid.
6. The EMD as prescribed, shall be enclosed alongwith the forwarding letter giving details regarding the satisfaction of the Pre-Qualifying Conditions.
7. The firm should submit valid Income Tax Certificate in original/certified true copy for last two years.
8. The individual signing the tender and other documents on behalf of the applicant should submit proof in support of his/her authority.

## SECTION I

## INVITATION FOR BIDS

1. This invitation of bids is for Comprehensive Annual Maintenance Contract of 17 window Type AC of 1.5 Tons and 20 Split Air Conditioners of 2.0 tons and one water cooler at BCAS(HQ), Janpath Bhawan, New Delhi henceforth referred to as the 'Department' 'Authority' or "Bureau" in this document. The successful bidder is referred to as "Contractor", in this document.
2. Tenderers are advised to study the Tender Document carefully. Submission of Tender shall deemed to have been done after careful study and examination of the Tender Document with full understanding of its implications.
3. Only those firms need to participate in the Bids System who qualifies the Pre-Qualifying Conditions.
4. Sealed offers prepared in accordance with the procedure enumerated in section II should be made only on the enclosed Tender Form and deposited in the "Tender Box" kept on IInd Floor 'A' Wing, Janpath Bhawan, Janpath, Near Control Room, Bureau of Civil Aviation Security, New Delhi not later than 15.00 hrs. on 30.10.2015.
5. All bids must be accompanied by an Earnest money amounting to Rs. 10,000/- (Rs. Ten Thousand only) in the form of a Demand Draft drawn on a Nationalised Indian Bank, in favour of Pay & Accounts Officer, Ministry of Civil Aviation, payable at New Delhi. The tender without the requisite earnest money, in the prescribed form, will be rejected
6. This Tender document is not transferable and non-negotiable.
7. Schedules for invitation to Tender. :
  - a) Address at which tenders are to be submitted: Dy. Director(Admn.), Bureau of civil Aviation Security, IInd floor, 'A' wing, Janpath Bhawan, Janpath, New Delhi- 110001

b) Time & Dates of opening of pre-qualification Documents : 30th Oct , 2015 at 16.00 hrs. in the Admn. Section, Bureau of Civil Aviation Security IInd Floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi.

c) Date and Time of opening of Financial bid: 2<sup>nd</sup> Nov. 2015 at 16.00 hrs. in the Admn. Section, Bureau of Civil Aviation Security IInd Floor, 'A' Wing, Janpath Bhawan, Janpath, New Delhi.

**NOTE:** BCAS shall not be responsible for any postal delay or document getting lost during transit. Further, the Tenderer shall not have any claim whatsoever on BCAS for such postal delays or transit losses or non-receipt/non delivery of the documents.

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## SECTION II

## INSTRUCTIONS TO TENDERERS

## INSTRUCTIONS: -

1. Procedure for Submission of Bids:

There will be a Two-Sealed cover System for this tender.

- a) **Pre-qualification Bid in one separate cover.**
- b) **Financial Bid in another separate cover.**

2. (a) The Tenderers must place their Pre-qualification Bid and Financial Bids in separate envelopes, super-scribed with separate Bid titles as follows:-

**'PRE-QUALIFICATION BID'**

**'FINANCIAL BID'**

b) Each envelope should bear the Name, Address and other Contact details of the Tenderer.

c) Both the sealed envelopes should then be placed in one single envelop with the Tenderer's Name, address, etc. printed on it, and should be addressed "Commissioner of Security (Civil Aviation), Bureau of Civil Aviation Security, and sent to the address given at Para-7(a) of Section I of this document. This envelope should be super scribed "Bids for Comprehensive Annual Maintenance Contract of 17 window Type AC of 1.5 Tons and 20 Split Air Conditioners of 2.0 tons and one water cooler at BCAS(HQ), Janpath Bhawan, New Delhi

3. The Tenderers who satisfy the pre-qualification Conditions, need only participate in Financial Bid.

4. The EMD as prescribed, shall be enclosed alongwith the forwarding letter giving details regarding the satisfaction of Pre-Qualifying Conditions.
5. Financial Bids of only those Tenderers will be opened who qualify the Pre-Qualification Bid on the date and time notified above.
6. Please note that rates should not be indicated in the Pre-qualification Bid and should be quoted only in the Financial Bids. Financial Bid should indicate detailed item wise cost break-up as per the Tender Specifications given in Annex-I, to this document.
7. The covers thus prepared should indicate clearly the name and address of the Tenderer.
8. The bids received late and declared late by the Tender Evaluation Committee after the last date and time for receipt of bids prescribed in the tender document shall be rejected and/ or returned unopened to the Tenderer.
9. The Tenderer shall bear all costs associated with the preparation and submission of its Bid, including cost of presentation for the purposes of clarification of bid, if so desired by the Department and the Department will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the Tendering process.
10. The Tenderer is expected to carefully examine all instructions, forms, terms & conditions and specifications in the Tender Document. BCAS shall have the right to reject all or any Tender Document. Failure to furnish all information required in the Tender Document or submission of a bid not substantially responsive to the Tender Document in every respect will be at the Tenderer's risk and may result in the rejection of the bid.
11. **Clarification regarding Tender Documents:**

A prospective Tenderer requiring any clarification of the Tender Document may contact the Department in writing at the Department's mailing address indicated in clause 7(a) of Section I.

The Department may respond to any request for clarification of the Tender Document, received, not later than 7 days prior to the last date for the receipt of bids prescribed by the Department. The Department shall not be responsible for any postal delays.

12. **Amendment of Tender Document:**

No amendments in Tender except those which are technical in nature, may be permitted to be altered without the express approval of the Competent Authority.

**PREPARATION OF BIDS:**

13. **Language of Bids**

The bids prepared by the Tenderer and all correspondence and documents relating to the bids exchanged by the Tenderer and the Department shall be written in 'English.'

14. **Documents Comprising the Bids:**

The bids prepared by the Tenderers shall comprise of following components:-

(A) Pre-Qualifying Bid shall consist of following :-

1. Bid Proposal sheet duly filled in, signed and complete in all respects (Proforma-I).
2. Qualifying data duly filled in as per Proforma II provided in the bid proposal that the Tenderer is eligible to bid and is qualified to perform the contract, if its bid is accepted.
3. Valid income tax certificate in original/certified true copy.
4. Address, Contact Person, Phone, Fax/E-mail details with residential contact for information during holidays.
5. The list of Branch offices etc. with complete address and contact information.
6. Earnest Money of Rs. 10,000/- (Rupees Ten Thousand only) in the form of Bank Draft drawn on any nationalized Bank favouring Pay and Accounts Officer, Ministry of Civil Aviation, payable at New Delhi.
7. Complete details of resources in terms of infrastructure/manpower to be deployed for the contract.

(B) **Financial Bid shall consist of the following:**

- i. Bid rates duly filled, signed and complete as per the Financial Bid at performa-III.
- ii. The Tenderer shall be required to give item-wise rates wherever applicable.

15. **IMPORTANT NOTES**

i) All the prices/costs to be indicated in Indian Rupees and should indicate all applicable taxes.

iii) Submission of Tender shall not entitle the bidder for claiming any right to consideration or compensation what-so-ever, from BCAS.

16. Tender with incomplete information or not in accordance with instructions or without EMD are liable to be rejected.

17. It will be obligatory on the part of the Tenderer to tender and sign the tender documents for all the Items and that, after the supply order is placed, he will have to enter into an agreement for each component with the Competent Authority, Bureau of Civil Aviation Security or his representative, if considered necessary by the Competent Authority, BCAS.

18. The Competent Authority, BCAS, New Delhi India, reserves the right to reject any or all the tenders received without the assigning any reason thereof. Incomplete Tenders in any respect are liable to be rejected.

19. Special care should be taken to ensure no overwriting in the rates in figures as well as in words, and the amount in figures only, in such a way that interpolation is not possible. The total amount should be written both in figures and in words.

20. In case any firm participating in this tender submits false information, the tender submitted by such firm shall be rejected and EMD submitted by the Tenderer will be forfeited.

21. All correspondence in respect of the tender would be directly with the Tenderer and the correspondence through agents will not be entertained.

**For and on behalf of the  
Commissioner of Security (Civil Aviation),  
Bureau of Civil Aviation Security**

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## SECTION III

## TERMS &amp; CONDITIONS OF THE TENDER

**TENDERER'S MANDATORY QUALIFICATIONS FOR PARTICIPATING IN THE BID SYSTEM:**

1. The Tenderer along with its partner, if any, should be a reputed Company directly undertaking Comprehensive Annual Maintenance Contract of 17 window Type AC of 1.5 Tons and 20 Split Air Conditioners of 2.0 tons and one water cooler.
2. The Tenderer is required to submit documentary evidence in support of similar contracts executed by it.
3. The BCAS, reserves the right to carry out the capability assessment of the Tenderer/s. The Commissioner of Security (CA)'s decision shall be final, in this regard.
4. In the interest of the proper execution of the project and in public interest, The Government of India, Ministry of Civil Aviation/BCAS may issue instructions from time to time which are to be complied with, by the successful bidder.
5. The successful bidder shall execute the contract as per the rules, regulations, and procedures laid down by the Bureau.
6. **Break down maintenance and down Time**
  - a) In view of urgency of the work, the firm shall ensure that the break down of the system at any location shall be attended on urgent basis and the maintenance engineer shall attend and ensure that break down is rectified within 8 hours (eight hours) after lodging the complaint. The firm shall ensure that break down will be rectified within 8 hours of call registration.

- b) **Downtime:** Maximum acceptable downtime is 24 hours excluding holidays, for all sites. For downtime calculation, the day on which the call is closed will not be taken as part of downtime. In case of intermittent failure and repetitive problems due to improper diagnosis or repair, the system will be treated as continuously down and the penalty clause shall be invoked accordingly, in both the cases-i.e. beyond 24 hours of down time and when the system is repetitively down due to improper diagnosis/repairs.

## 7. **Preventive Maintenance**

Preventive maintenance of the Equipments and their accessories shall be carried out monthly and report duly authenticated by officer- in-charge of equipment, on behalf of this Bureau, must be submitted to this office regarding working status of the equipment-in order to maintain the system operational uptime to 98% at the minimum.

## 8. **Replacement of parts**

The maintenance contract shall cover all the parts, sub-assembly components, the contract shall be liable to replace the faulty parts/components 'free of cost'.

- (a) The following minor repairs/replacement of parts during the AMC of the Air Conditioners, has to be undertaken by the AMC contractor.
- i) Inspection of the air conditioner whenever called for
  - ii) Any other service pertaining to the effective performance on the air conditioner
  - iii) Repair/replacement of parts i.e. Starting Component, Coirfilter, Thermostate, Selector Switch, Escutcheon Plate, Contractor, Reset Relay, Canvas, Fan Blower Motor & Charging of Gas etc. will be made 'free of cost' during the contract.
- (b) Following services would however be provided on chargeable basis:
- i) Replacement of any missing part.

- ii) Extra wire of accessories required for the use of air conditioner.
- iii) Shifting of air conditioner from present location to another location.
- iv) Repair of the transformer of other accessories, if any
- v) Filters, remote control, voltage stabilizers all plastic components, condenser coil, cooling coil, heating grill bottom tray, cabinet cover and sheet metal parts, ducting insulation and transportation cost for replacement of condenser coil and cooling coil, shall be charged extra.

9. **Location of equipment**

In case the location of the Equipment has to be changed due to official exigencies from one location to another in Delhi, the contractor shall render necessary assistance and support to the equipment in the new location also,

10. **Payment terms:**

50% of the AMC value	Beginning of the contract
50% of the AMC value	After successful conclusion of the contract

11. **Validity**

The contract will be valid for a period of 12 months from the date of signing of the contract.

The contract could be considered for extension based on satisfactory service performed by the firm and by mutual agreement for such further period as may be agreed upon, but not exceeding one year at a time.

12. **Call Lodging:**

Calls can be logged at the Call center No. between 9.30 AM and 6.00 PM on all working days.

13. **Penalty:**

Penalty for non-resolution of complaint/beyond the specified downtime of 24 hours one day as mentioned above shall be Rs. 100/- per working day.

Whenever the equipment cannot be repaired on site within the specified limits, the contractor will provide alternate equipment of matching specification, which will be replaced within the period of maximum 10 days with repaired equipment of same original make/model. Failing to this replacement, penalty clause/liquidated damages clause shall apply.

14. **Termination for Default:**

The customer, may, without prejudice, to any other remedy for breach of contract, by written notice of default sent to the contractor, terminate the contract in whole or in part as per the conditions specified in the contract, if,

- a) If the contractor fails to deliver any or all of the obligations within the time period(s) specified in the contract, or any extension thereof granted by the Bureau.
- b) The contractor fails to perform any other obligations(s) under contract.

15. **Termination for Insolvency:**

The customer, may at any time terminate the contract by giving written notice to the firm without compensation to the contractor, if the contractor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or effect any right of action or remedy which has accrued, at the time or thereafter to the Bureau.

16. Liability:

In case of termination of contract the Bureau shall be free to complete the project at risk and cost of the contractor, confiscating the balance amount of payment, if need be.

17. FORCE MAJEURE:

In the event of being prevented from delivering the supplies and services on the Appendix delivery date due to acts of God, acts of war, blockades, embargoes, epidemics, revolutions, strikes, lockouts, floods, fires, major accidents resulting in damage of supplies or other similar events of the same nature or reasons beyond your control such delays shall constitute excusable delays provided:

(a) Notices are given to the Commissioner of Security (Civil Aviation) within 30 (thirty) days of the occurrence and cessation of such event.

(b) If it can be established by you with documentary evidence to the satisfaction of the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL AVIATION SECURITY that the above events: -

(i) Have delayed performance of the work.

(ii) Were beyond your reasonable control, then the time for the delivery shall be extended by a period not more that duration of such events.

In case of occurrence of any delays in supply/installation of hardware continuing beyond 30 (thirty) days, the parties shall without delay meet to consult each other and try to find an appropriate remedy to the situation, failing which the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL AVIATION SECURITY shall have the right to terminate the contract wholly or in parts, by a written notice to you. In the event of such termination, you shall forthwith refund to the Commissioner of Security (Civil Aviation), BUREAU OF CIVIL

AVIATION SECURITY the entire amount received by you with respect to that part of the contract so terminated with the interest thereon at the rate of 18% per annum.

18. **ARBITRATION:** All disputes, differences, claims and demands arising under or pursuant to or touching the contract shall be referred to the sole arbitrator to be appointed by Commissioner of Security (CA), BCAS Govt. of India. The award of the sole arbitrator shall be final and binding on both the parties under the provisions of the Indian Arbitration and Conciliation Act, 1996 or by statutory modification reenactment thereof for the time being in force. Such arbitration shall be held at New Delhi.

19. In all matter and disputes arising under there, the appropriate courts in New Delhi alone shall have the jurisdiction to entertain and try them.

20. This contract is to be fulfilled as per the terms and conditions given herein and no other terms and conditions shall apply.

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**Letter proposing the Quotation****Proforma - I**

To,

The Commissioner of Security (Civil Aviation),  
Bureau of Civil Aviation Security,  
III rd Floor, "A" Wing,  
Janpath Bhawan, Janpath, New Delhi

Subject: Comprehensive Annual Maintenance Contract of 17 window Type AC of 1.5 Tons and 20 Split Air Conditioners of 2.0 tons and one water cooler BCAS (HQ), Janpath Bhawan, Janpath, New Delhi.

Dear Sir,

We, the undersigned Tenderer, having read and examined in detail the complete bid document in respect of the above subject, do hereby propose to quote for supply of at BCAS(HQ), Janpath Bhawan, New Delhi.

1. **PRICE AND VALIDITY**

1.1 All the rates quotes in our proposal are in accordance with the terms as specified in bid document.

We do hereby confirm that our bid prices include all taxes including service tax etc.

We have studied the clauses relating to Indian Income Tax and hereby declare that if any Income Tax, Surcharge on Income Tax and any other Corporate Tax altered under the law, we shall pay the same.

2. **EARNEST MONEY**

We have enclosed the earnest money in the form of Bank Draft amounting to Rs.10,000.00 (Rupees Ten Thousand only) as per the requirements specified in this tender document.

3. We declare that all the services shall be performed strictly in accordance with the standard/specifications and other tender conditions.

**4. QUALIFYING DATA**

We confirm having submitted the qualifying data as required by you in your tender document. In case you require any further information/documentary proof in this regard before evaluation of our bid, we agree to furnish the same in time, to your satisfaction.

5. We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief.
6. We understand that any information found to be inaccurate, suppressed or mis-represented at any time hereafter, shall make us liable to explain, undergo any legal, preventive action and shall debar us from consideration for short closing etc./termination of the contract by BCAS.
7. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alternation and replacement.
8. We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours faithfully,

(Signature)

Date:

Name:

Designation:

Place:

Seal:

Business Address:



PROFORMA-II**PARTICULARS OF TENDERER ESSENTIAL FOR PRE-QUALIFICATION**

## TENDERER'S PARTICULARS:

1.	Name of the Tenderer	
2.	Address of the Tenderer (with Telephone & FAX No./e-mail./mobile no.)	
3.	Name of the Company & Address of Main Office/Tele No./Fax Nos.	
4.	Year of Establishment & registration Particulars. (Copies of supporting documents to be enclosed)	
5.	Name of the Branch/ Associated offices	
6.	Tenderer's proposal number & date	
7.	Details of Earnest Money Deposited  Bank Draft details:  Date                      Amount  Name of the drawer of the bank:	
8.	List of Prominent Clients with Contact Name, Address & Telephone No. of the clients, Project Manager along with certificates of Satisfactory Performance from clients may also be attached.	
9.	Valid PAN No. :	

PROFORMA-IIIFINANCIAL BID

Rates for the Comprehensive Annual Maintenance Contract of 17 window Type AC of 1.5 Tons and 20 Split Air Conditioners of 2.0 tons installed at BCAS(HQ), Janpath Bhawan, New Delhi.

QUANTITY	RATE PER UNIT	TOTAL COST

\* Taxes if any may also be indicated.