

# ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi-110001

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No.187/20/09/S&M(AMC)

Dated:- 29<sup>th</sup> May,2009

## NOTICE

The Election Commission of India invite sealed tenders from registered and reputed agencies/firms located in Delhi/New and National Capital Region of Delhi for Annual Maintenance Contract (AMC) for Window /Split ACs installed in the Nirvachan Sadan Building/residence offices of the Chief Election Commissioner/ Election Commissioners for a period of one year.

2. Detailed information/terms and conditions as per Annexure attached for the purpose can either be obtained from the Section Officer, Services & Maintenance Section, IInd Floor, Election Commission of India, Nirvachan Sadan, New Delhi or downloaded from the Commission's Website <http://eci.nic.in>.

3. In case any firm is already providing these services to any other Ministry/Department of Central Government, details there of may also be furnished along with the quotations. The rates quoted should be valid till the expiry of one year from the date of award of the contract.

4. The comprehensive sealed tenders filled in the specified proforma accompanied with a Bank draft Rs. 10,000/- as Earnest Money Deposit and addressed to the Under Secretary (General Administration). Election Commission of India may be submitted in the R & I Section by 3.00 PM on 01.06.2009. The Bids will be opened in Room No. 306, Nirvachan Sadan on the next day i.e. 02.06.2009 at 3.30 pm by the Committee authorized by the Commission and in the presence of such tenderers who may wish to be present. The Competent Authority reserves the rights to cancel any or all the tenders without assigning any reason.

( SITA RAM )  
UNDER SECRETARY

# ANNEXURE

## ELECTION COMMISSION OF INDIA

Nirvachan Sadan, Ashoka Road, New Delhi-110001

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No.187/20/09/S&M(AMC)

Dated:- 21st May,2009

The Election commission of India intends to award a Comprehensive Maintenance Contract for about 110 Air-Conditioners ( 48 window and 62 Split AC) for the period of one year from the date of contract / work order with reputed firms having adequate experience in the maintenance of Air-Conditioners, in Government Ministries/Departments/Organisations and having qualified AC mechanics/technicians on their roll. The number(s) indicated are tentative and there could be variation of 5% on either side (increase/decrease).

2. The tender duly filled in as per the Annexure must be sent in sealed covers prominently marked as “ANNUAL MAINTENANCE CONTRACT FOR AIR CONDITIONERS, Tenders are to be dropped in the R & I Section, Nirvachan Sadan, Ashoka Road, New Delhi by 3.00 PM on 01-06-2009. The tenders will be opened on 02.06.09 at 3.30 PM in the presence of the tenderers or their representative who may wish to be present at that time.
3. The terms and conditions of the tender & resultant contract shall be as under-
  - (a) Tenders from only those firms will be entertained which are registered for the services desired in the tender and have Service Tax Number, VAT No., PAN No. and supporting documents to establish that the firm have adequate experience in maintenance of air conditioners.
  - (b) The tenders should be accompanied with the Earnest Money Deposit of Rs. 10,000/- in the form of DD/Pay order from any of the Nationalized Bank in favour of Under Secretary, Election Commission of India, New Delhi
  - (c) The term Comprehensive Maintenance shall include oiling, chemical washing, gas filling, replacement of compressor, filter, thermostat, all kind of motor, capacitors wiring, all kinds

of plug, pads and replacement/repair of all other parts which are required to make the machines in working condition during the currency of the contract at the exclusive risk, responsibility and cost of the contractor. It shall be ensured that genuine certified parts only are placed and this shall be after proper inspection of old parts and new parts by a representative of the Election Commission of India and under overall supervision of Section Officer (S&M).

- (d) It shall be obligatory on the part of the contractor to carry out repair/maintenance of machines under his direct supervisor during the period of currency and in no case this shall be sub-contracted.
- (e) For regular and proper maintenance of the machines the contractor will depute atleast one qualified mechanics/technicians to Nirvachan Sadan all working days throughout the period of contract from 9.00 AM to 6.00 PM. If required, the services of technicians shall also be made available on Sunday/holidays without making any extra payment. At least one mechanics shall remain in Nirvachan Sadan in close contract with Section Officer (S&M) to attend the complaints immediately.
- (f) Contractor shall obtain users's certificates on 1<sup>st</sup> of every month regarding satisfactory working of machines during the previous month. Deductions equivalent to twice the charges of maintenance contract separately for each default shall be made from the bill in case of any equipment remains out of order for more than 24 hours.
- (g) If in any case, the firm is not able to do the work, the same shall be got done from some other firm or from the open market at the cost of the contractor and the extra expenditure incurred thereon shall be recovered from him. This shall entail the termination of the contract; forfeiture of the performance security and debar for any future contracts from the Department for atleast three years.
- (h) The contractor shall arrange to get the character and antecedents of workers verified before deployment and their full particulars shall be furnished to the Election Commission of India.

- (i) The contractor shall be responsible for handling over all the air conditioner/in working condition along with all the accessories to the Election Commission of India and the cost of shortcoming, if any, shall be borne the outgoing contract.
- (j) The damage caused, if any, either to machines or to any other property of the Election Commission through negligence or otherwise, shall be at the risk, cost and responsibility of the contractor.
- (k) No extra payment/compensation whatsoever on account of natural calamity/accident or otherwise will be made to the firm by the Election Commission except the rates permitted under this contract.
- (l) No advance payment will be made. The payment shall be made in four quarters of the Comprehensive Service Maintenance Contract period in respect of the actual number of machines repaired/maintained by the firm, on submission of bills.
- (m) The contract shall normally be awarded to the lowest (for majority of the items in case of multiple item tender) evaluated bidder whose bid has been found to be responsive and who is eligible and qualified to perform the contract satisfactory as per the terms and conditions incorporated in the tender letter. The Commission reserves the option select more than one firm for award of contract for difference machines to ensure uninterrupted servicing/repairing during the currency of the contract.
- (n) The Commission reserves the right to reject or to accept any quotation, whole or in part without assigning any reason thereof. The Commission also reserves the right to renew the contract for such period(s) as it may deem necessary taking into account, of course, the satisfactory services rendered by the contractor during the currency of this contract
- (o) No conditional bids will be accepted and such bids are liable to be summarily rejected by the competent authority at its discretion. If any of the bidder have objection with regard to the terms and conditions of the tender the same may be pointed out within 10 days of the issue of tender documents. The quoted rates shall be kept open for acceptance by the Commission within 45 days of the tender opening.
- (p) The Commission reserves the right to terminate the CSMC at any time during the contract period if the services of the

contractor are not found satisfactory. In all matters of dispute relating to the proposed CSMC, the decision of the Department shall be final and binding of the contract.

- (q) Copies of IT Returns for the last two years should be sent by the bidder alongwith the quotation.
- (r) Copies of experience certificates/orders for award for maintenance of Contract in Govt. Deptt./PSUs for the last three years should also be sent by the bidder alongwith the quotation.
- (s) If Contractor fails or neglects to put equipment/machinery in proper working conditions and order within the stipulated period, The Vendor shall be liable to penalty of Rs. 100/- per Air Conditioner per day.
- (t) The Contractor shall be responsible for removing the debris arising out of the works under this contract and shall ensure that the site is cleared of all such debris by proper disposal without any extra payment, whatsoever.
- (u) The contractor shall return the stock of all reusable material to Election Commission of India or else the cost thereof shall be recovered from the contractor's bill after mutual decision on cost.
- (v) The contractor shall take all necessary precaution for the safety of the workers and preserving their health while working in such job as require special protection and precautions.
- (w) If the Air-conditioning equipment/machinery is not repairable on site within the specified time limits. Vendor will have the option to provide an alternate equipment of matching specifications, which will be replaced within the period of maximum thirty days with the original branded equipment. Failing to these replacements, penalty clauses as indicated above will apply. The time limit for this clause shall start as soon as the fault is reported to the vendor on phone/letter/personal contract/email as evidenced by entry in the Register maintained in the Estate Branch under signature of office in charge or any other employee authorized by him.

(x) Agreement-Successful vendor will have to enter into agreement with Election Commission of India for this maintenance on stamp paper of appropriate cost. Expenditure on this account will have to be borne by the Vendor.

Yours faithfully,

(SITA RAM)  
UNDER SECRETARY

**QUOTATION FORM**

COMPREHENSIVE MAINTENANCE CONTRACT FOR  
MAINTENANCE OF WINDOW/SPLIT TYPE AIR CONDITIONERS IN  
THE ELECTION COMMISSION OF INDIA FOR THE YEAR 2009-2010.

1. Name of the tenderer(In block letter)\_\_\_\_\_
2. Address \_\_\_\_\_
3. Telephone No. \_\_\_\_\_
4. Bank Draft No. & Date \_\_\_\_\_
5. Amount of Draft \_\_\_\_\_
6. Name of the Bank \_\_\_\_\_
7. Registration No.of the firm  
(please enclose the copy of registration)
8. VAT No. \_\_\_\_\_
9. Service Tax No. \_\_\_\_\_
10. PAN No. \_\_\_\_\_
11. Experience in maintenance of AC in Deptt./Org.    Name of Deptt/Org, Period of contract    No.of ACs Main.

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

12. Particulars of qualified mechanics on roll(please furnish copies of certificates)    Name &Des.    Qualification    Expearence

1. \_\_\_\_\_
2. \_\_\_\_\_
3. \_\_\_\_\_

I/we hereby declare and affirm that I/we have read and understood the terms and conditions of the contract as stipulated in the tender No. 187/20/2009/AC(S&M),dated: May,2009. Accordingly,I/we hereby offer the rate for maintenance of Air Conditioners as indicated on next page.

## FORM

Sr.No.	Name of items	Rate quoted (in Rs.)
	<b>AIR CONDITIONERS</b>	
1.	Full Comprehensive annual maintenance service contract including replacement of compressor and replacement of all parts as and when required viz. relay circuit, running capacitor, starting capacitor, all kinds motor, fans, wiring, gas filling, thermostat, nob set, capacitor, fan motor fan blade/blower, all switches, plugs, welding, if any, etc. The contract will also include comprehensive service and maintenance of the stabilisers attached with the air conditioners including replacement of parts, if required.	
2.	Installation charges This will include labour and cost of material.	

I/We hereby undertake that we shall make good any loss/damage caused to AC unit or any other property of the Election Commission through our negligence. I/We also undertake that the decision of the Under Secretary to the Election Commission of India in this regard as well as the matter of dispute arising due to the provision of this contract shall be final and binding on us. I/We undertake not to make any representative against the decision of the Under Secretary.

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(in block letter)

Official seal of the firm