

No. 14/1/2017-18/TDSAT/12589  
Govt. of India.

**Telecom Disputes Settlement & Appellate Tribunal**

4<sup>th</sup> Floor, Room No.478, Hotel Samrat,  
Kautilya Marg, Chanakyapuri, New Delhi.

Dated the 1<sup>st</sup> February, 2018.

**Tender notice for Comprehensive Annual Maintenance Contract (AMC) of  
Air Conditioners (ACs) of the Telecom Disputes Settlement & Appellate Tribunal**

Telecom Disputes Settlement & Appellate Tribunal (TDSAT) invites sealed quotations/bid from reputed firms engaged in undertaking the Annual Maintenance Contract (AMC) of Air Conditioners (ACs). The firms forwarding their quotations/bid must comply with the terms and conditions mentioned at **Annexure 'A'** to this letter. All the Air Conditioners for which the quotations/bids invited for AMC are installed at our Office at Delhi, mentioned at **Annexure 'B'**. Technical bid for AMC for ACs are invited in the proforma enclosed with this letter at **Annexure 'C'**. The sealed quotations/bids for comprehensive Annual Maintenance Contract for different types of Split ACs and Window ACs are invited in the proforma for filling the rates and other details enclosed with this letter at **Annexure 'D'**.

The quotations/bids complete in all respects in sealed cover superscribed as "**Quotations/bids for Comprehensive AMC of Air Conditioners alongwith the stablizers**" must be submitted to the Admn. Officer, Telecom Disputes Settlement & Appellate Tribunal, Room No.478, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi upto 1.00 P.M. on 23<sup>rd</sup> February, 2018. The bid has to be accompanied by an EMD (Refundable) of Rs. 5000/- (Rs.Five thousand only) in favour of DDO, TDSAT, New Delhi and payable at New Delhi. The Technical Bids will be opened first on 23<sup>rd</sup> February, 2018 at 2.00 PM by a committee of officers constituted for the purpose and in the presence of representatives of firms. The financial bids of only those bidders will be opened whose technical bids would clear the technical evaluation. Financial bids will be opened at the same venue, the time and date will be intimated in due course. The TDSAT reserves all rights to accept /reject any or all quotations without assigning any reason.

  
(SujitGangopadhyay)  
Administrative Officer

Govt. of India.  
Telecom Disputes Settlement & Appellate Tribunal  
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**Terms and Conditions for the Comprehensive AMC of Window/ Split Air Conditioners alongwith Stabilizers**

1. Annual Maintenance Contract (AMC) will be for a period of twelve month commencing from the date of the contract comes into force. This can be cancelled unilaterally by the TDSAT whenever the service is not found to be satisfactory or up to the mark, besides blacklisting the firm for a period of two years from undertaking of AMC of Air Conditioners (ACs) in TDSAT.
2. The rates accepted will remain firm and fixed during the currency of the contract and TDSAT will not entertain any claim for the upward revision/increase of these rates or for payment of any additional charges on any ground whatsoever.
3. The ACs will be kept in working condition at all times during the currency of the contract.
4. In the case of repair/replacement of parts in the ACs, only genuine spare parts, conforming to the relevant Indian Standards, will be used. In the case of replacement of compressors, the warranty card, indicating Compressor No., make date of purchase, etc. will be deposited with Admn. Officer.
5. The firm will keep sufficient stock of essential spare parts at site for replacement of defective/worn out parts expeditiously.
6. If any AC is required to be taken away for repair etc. at the workshop, a stand-by AC will be installed in lieu thereof.
7. The firm will make arrangements for covering the empty spaces to avoid dust etc. when the AC unit are removed for repair/servicing, etc.
8. Only qualified and experience engineers/technicians/mechanics /helpers, whose character and antecedents have already been verified, will be deputed to attend the work.
9. The firm shall be solely responsible for any negligent acts of their personnel and shall indemnify TDSAT against any loss or damage to its property or injury to its employees due to such acts.
10. TDSAT shall not be a party to any dispute between the firm and the personnel deployed by them.
11. In the case of delay in attending to the complaints, penalty at the following rates will be levied :-



- (a) Delay of upto 24 hours - Rs.100 per unit/day
- (b) Delay in excess of 24 hours and - Rs.150 per unit/day  
Upto 72 hours
- (c) Delay in excess of 72 hours - Rs. 200 per unit/day

The period will be reckoned from the time of lodging the complaint by telephone/fax/letter/email, etc.

12. Bidders must sign on every page of the Tender document before submission as a token of acceptance of all the terms and conditions mentioned in the tender document.

13. The release of payment will be made on quarterly basis (at the beginning of next quarter) on the basis of satisfactory performance report duly got signed from concerned units and submit alongwith the bill.

14. The firm will be required to undertake preventive maintenance by checking all the Air conditioners at least once every month and confirm that the systems are in the best of the working conditions and monthly report submitted. They will also have to carry out thorough cleaning/ check up of ACs before start of summer season.

15. This constitutes a comprehensive maintenance contract and includes all parts of the machines including compressor, gas, mechanical parts etc. and also the stabilizers connected to the Air Conditioners.

16. All service request/calls for repair work must be attended within 12 hours of the complaint being lodged with the AMC Provider. There should be adequate number of Telephone lines for lodging of service requests. If the AMC Provider firm failed to attend the calls within 24 hours, this Department reserves the right to get the work done by other firms and deduct such expenses from the AMC charges. In the Case of exceptional and repeated delays, poor services, fault, break down, etc., this office reserves the right to deduct such costs as deemed to be necessary by way of damages and may also cancel the AMC unilaterally.

17. Details of Air Conditioners alongwith Stabilizers to be covered under AMC are given in Annexure "B". The Nos. of ACs may vary from time to time.

18. Merely submission of Quotation/bid does not entitle the firm to forward its claim for awarding the AMC even if it has quoted the lowest rates. The AMC will be awarded to the eligible firm only after all the formalities as per the terms and conditions are complied with and valid documents are produced to the satisfaction of this office.

19. The firms must have a similar experience of successfully undertaking the AMC of Air Conditioners in at least 2(two) Government Organization/ Semi- Government Organization/ PSUs during last two years. List of such Clients and Quantum of AMC handled must invariably be enclosed with the technical bid alongwith proof in this regard.

20. The firms are required to forward the following details with the quotation:

- a. Valid registration Number of the firm.
- b. Income Tax Return for the last financial Year.

c. List of Government Organizations to whom maintenance services for ACs were provided during the last two years with copies of orders.

21. All quotations/bids in the prescribed format should be submitted before the time and date fixed for the receipt of quotations/bids. Quotations received after the stipulated time and date are liable to be rejected.

22. The bidder must ensure that the conditions laid down for submission of offers detailed below are correctly and completely fulfilled. The quotations/bid found to be deficient in any respect shall be summarily rejected. Similarly, conditional offers and offers with terms and conditions inconsistent with those contained in this document shall be rejected.

23. The first cover shall be superscribed "**Technical Bid**". The second cover shall be superscribed "**Financial Bid**". Both these envelopes, after being sealed properly, shall be put into a third envelope, which should be properly sealed before it is sent/ submitted. The third sealed cover shall also be superscribed "**Bid for Comprehensive AMC of Air conditioners alongwith Stabilizers**" and be addressed to the Administrative Officer, Room No.478, Hotel Samrat, Kautilya Marg, Chanakyapuri, New Delhi-110021.

24. The Technical Bids will be opened first on 23<sup>rd</sup> February, 2018 at 2.00 PM by a committee of officers constituted for the purpose and in the presence of representatives of firms. The financial bids of only those bidders will be opened whose technical bids would clear the technical evaluation. Financial bids will be opened at the same venue, the time and date will be intimated in due course.

25. A Security deposit / Bank Guarantee for 10% of contracted value will have to be deposited by the Contractor to whom the AMC is awarded before commencement of the contract as performance security. This will be refunded on the completion of the Annual Maintenance Contract. The Security Deposit will be forfeited if any of the condition of the contract is violated besides any other action that may be taken against the contractor including blacklisting.

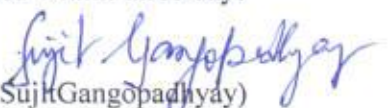
26. On the expiry of the contract, the firm will hand over the ACs in perfect working condition after rectifying the defects etc., if any. In the case of the failure of the firm to comply with this condition, the defects will be got rectified by the Department and the expenses so incurred will be charged to the firm's account.

27. In case any dispute arises out of this contract, the same will be referred to Head of Department, TDSAT, who will either himself/herself arbitrate in the matter or will appoint an arbitrator. The award so given will be final and binding on both the parties.

28. The Period may be extended further on the satisfactory performance of the firm.

29. Nos. of ACs alongwith stabilizers may increase or decrease during the currency period of AMC. The payment in this regard will be made on prorata basis.

30. All ACs and Stabilizers installed in this Tribunal may be inspected within three days after awarding the work order.

  
(SujitGangopadhyay)  
Administrative Officer

Govt. of India.  
Telecom Disputes Settlement & Appellate Tribunal  
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Details of Air-Conditioners to be placed under AMC in the TDSAT

S.No.	Types of AC	Quantity
01.	1.5 ton capacity window ACs (including stabilizers)	18
02.	1.5 ton capacity split ACs (including stabilizers)	5



Technical Bid

- 1) Tenderer Name.....
- 2) Tenderer Address with Telephone, Fax and E-mail.....
- 3) PAN of the tenderer (Attach copy).....
- 4) Registration NO. of the tenderer (Attach copy).....
- 5) EMD Details : DD NO. \_\_\_\_\_ Dated : \_\_\_\_\_ Amount Rs.5000/-  
(Rs.Five thousand only) original enclosed.
- 6) Income Tax Return (Last Financial Year) (Attach copy).....
- 7) GST No. ....
- 8) Details of Government sector client(s):-

S.No.	Name & address of Govt. organization	Name & designation of Nodal officer who look after the work of AMC of AC in the Govt. organization as you mention in the coloumn (2)	Tel. No. & Fax No.	Amount of annual contract of AMC	Years of Experience
(1)	(2)	(3)	(4)	(5)	(6)

Signature  
Name of the Authorized Signatory.....  
Dated.....  
Seal.....

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## ANNEXURE 'D'

**Financial Bid for comprehensive AMC for Air-Conditioners installed in the Telecom  
Disputes Settlement & Appellate Tribunal  
New Delhi**

S.No.	Types of AC	Quantity	Per Unit rates (Annual Charges) quoted	Total cost (Rs.)
01.	1.5 ton capacity window ACs (including stabilizers)	18		
02.	1.5 ton capacity split ACs (including stabilizers)	5		
	GST @			
	Net Total			

Signature.....

Name of Firm .....

Address in Full .....

Tel. No..... (O) Mob No. ....email.....

PAN No.....

TAN No. .... /GST No. ....

**Please note : (1) Quotations/bid must be made in the letter head of the firm with complete address, email id, Tele No., Mob No., PAN No., TAN. No., GST No. etc.  
(2) The quantity of window & split air conditioners may increase or decrease during the currency period of AMC. The payment in this regard may be made on prorata basis.**

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