### The Director

Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh.

To


Memo No. PEC/CC/22/

Dated:

Subject: Quotation for Comprehensive Annual Maintenance Contract of 3 x 7 TR Precision Air Conditioner Units.

Quotations are hereby invited for the comprehensive Annual Maintenance Contract (AMC) of **3 x 7 TR Precision Air Conditioner Units** (**Make: Sidwal**) installed in the Server Room of the Computer Centre for a period of one year. Interested bidders may obtain further information from **Computer Centre**, PUNJAB ENGINEERING COLLEGE (Deemed to be University), Sector 12, Chandigarh 160012, India.

The quotations should be sent directly to the undersigned in a sealed cover with transparent fixing tape duly signed in ink underneath by post marked "Quotation" and due date on the top of envelope so as to reach this office on or before 04/05/2022 by 3:00 PM.

These will be opened on the same date at 04.00 PM in the presence of the tenderers or their representatives who may care to be present before the committee members. The right of accepting or rejecting any quotation without assigning any reason is reserved.

### Instructions to Bidder:

- Bidders are advised to study all technical and commercial aspects carefully. Failure to furnish all
  information or submission of bid not substantially responsive may result in the rejection of the
  bid.
- Interested eligible Bidders may obtain further information from Computer Centre, Punjab Engineering College (Deemed to be University), Sector 12, Chandigarh 160012, India.
- The tenderers should give their quote in Indian currency only.
- Conditional bid shall not be considered and rejected out rightly at very first instance.
- The Director, Punjab Engineering College (Deemed to be University) Chandigarh reserves to scrap the bid process without assigning any reason.

**Pre-Qualification Criteria:** Self-attested scanned copies of following documents should be submitted in online mode for qualifying technical bid criterion.

• The Bidder should have experience of maintain precision air conditioners of same or more capacity in an organization in the last three years. Supply order of such contract & satisfactory work report from the client should be submitted as a proof.

Note: Experience of maintenance of normal Ac's shall not be considered

• Affidavit of not being Black Listed as per the specimen (attached as **Annexure – I**) on non-judicial stamp paper duly attested by the 1st Class Magistrate/Notary). The affidavit should not be more than two months old from the date of publication of bid.

**Scope of the Work:** Annual maintenance contract of 3 Nos. of 7 Ton each Precision Air Conditioners (make: Sidwal) installed in the Computer Centre. The contract shall include:

Comprehensive maintenance (Routine, Preventive and breakdown) of all 03 units including associated electrical connections and accessories in working condition throughout the period of the contract (one year from the date of award of the contract). All material required for carrying out maintenance shall be arranged by the bidder at its own cost.

The scope of work shall include supply and replacement of defective components that among other includes:

- a) Compressor, condenser, Leak testing, vacuum cleaning, gas supply and charging, oil filling, cooling coil, evaporator coil, fan, fan motors, capacitors (metal body type), relay, connectors, thermostat, starters, indication lamps, remote control, selector switch, HRC fuse, MCBs, plug & sockets etc.
- b) Refrigerant lost during operation, oil, fan belt and filter

Maintenance Schedule to be followed (Quarterly):

- i) Micro filter cleaning
- ii) Fresh air filter cleaning
- iii) Leakage of conditioned air
- iv) Checking of controls, electrical contacts etc.
- v) Complete servicing of AC plant before onset of summer (yearly)
- vi) Attend minor fault on the site and within 24 hours of reporting so as to bring unit in working condition.

**Payment Terms:** The payment will be made to AMC Service provider on quarterly basis (on satisfactory performance) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.

Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above

**Preventive Maintenance:** The Vendor shall undertake preventive maintenance of the AC's and its associated all accessories under this contract on quarterly basis or as and when requested by Institute. In case of non-compliance, a penalty @ Rs. 1000 per day of delay shall be applicable.

## **Response Time:**

- Any fault which does not require hardware replacement (part or whole), such complaint must be attended within 24 hours of lodging of such complaint. However, in case change of part is required, then complaint should be resolved within 3 days of lodging. If the Air Conditioner is not repaired, or an alternative system is not supplied within the period of 3 days from the time of failure reported, then the buyer reserves the right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Service Provider.
- Service Provider shall be responsible for ensuring that the resources employed for carrying out
  the servicing and repair shall conduct themselves appropriately in the premises of the buyer's
  department. In case of any misconduct penalties as indicated in the SLA shall be levied and
  Service Provider may be required to terminate the resource with immediate effect
- The Service Provider shall provide proper identity cards, uniform, etc. for the resources to ascertain only authorized service persons are attending to the servicing and repairing work.

- In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such.
- The resources used by Service Provider to carry out maintenance shall be on rolls of the Service Provider and shall have no claim whatsoever for any benefits from the buyer department. Service provider shall be responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.

## **Penalties and Termination:**

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of noncompliance of service obligations, penalty per default will be imposed as per SLA. Non-delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

Penalty to be imposed if the resolution / maintenance involving part replacement is delayed above 3 days.

 If the Service Provider is not able to complete or turn up for the calls, then buyer can avail the services from any other local service provider/ local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider/ from his due amount

The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.

The institute has been exempted from custom duty, the Excise/Custom duty still applicable should be mentioned separately. Quotation for advance payment or payment will not be accepted. Bidders are advised to go through terms and conditions of the tender document enumerated on the next page carefully before submitting their bids.

S. No.	Service Level Agreement	Base Line Performance	First default	Second default	Third and subsequent defaults
1	Delay in starting the AMC Services	AMC services to start within maximum 2 weeks from award of the contract	Termination of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit/ per maintenance arising on call	Warning to be given	Rs 250/-	Rs 500/-
3	Delay in carrying out Preventive/ Routine maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		
4	Delay in carrying out repairs where	24 hours of reporting	1 % of billing amount for the quarter	2% of billing amount for quarter for	3% of billing amount per quarter for

	no spare part change is involved		for every one-day delay	every one day delay	every one day delay
5	Delay in carrying out repair in where change of spare part is involved	Should be resolved within 3 days of lodging of complaint	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs 500/-	Rs 750/-	Rs 1000/- for 3 <sup>rd</sup> and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behavior etc with or employees of buyer organization or other employees of service provider	No such occasion should happen	Rs 1000/- and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 2500/- and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs 5000/- and resource to be terminated in addition to any other action as deemed fit by buyer organization

**Head, Computer Centre** 

# **Terms & Conditions:**

- 1. PEC shall not be responsible for any postal delay about non receipt/non-delivery of the documents.
- 2. The AMC contract will be awarded for a period of one year, however the institute reserves the right to review the contract before the expiry period of 12 months depending upon the need for continuity. The institute may extend the contract further after the expiry of contract for a maximum period of one or two years on the approved rates and on the same terms and conditions.
- 3. The AMC contract would be for the whole lot of equipment as a package and will not be for individual items. In case bidder do not quotes for an item, their quote will be summarily rejected.
- 4. The rate to be quoted should include the cost of repair, replacement and maintenance of all equipments/ parts specified in the tender document.
- 5. All the equipments are required to be maintained on as is where is basis. No additional charges would be paid for making the equipment functional. The AMC will be comprehensive including periodic preventive maintenance by the engineer of the quoting party.
- 6. No Form D will be issued. Customs & Excise Duty: The institute has been exempted from custom duty in terms of Govt. notification No 51/96 customs dated July 23, 1996 & central excise duty in terms of Govt. notification No 10/97 central excise dated March 1, 1997 as amended from time to time. The Excise/Custom duty still applicable should be mentioned separately.
- 7. The rates quoted should be valid for three months from the date of opening of quotation.
- 8. No advance payment will be made. The payments shall be made on quarterly basis after the successful execution of the maintenance work against bills submitted to this institution after obtaining a satisfactory report from Head, Computer Centre.
- 9. This Institute being a Premier Education and Research Institution funded by Govt. of India, discount as applicable to Research Institutes / Educational Institutes may be provided in the quote.
- 10. The firm which has been blacklisted by central/Corporation/State Government/UT/any Govt. undertaking/authority and PEC are not eligible to quote.
- 11. The successful bidder will be required to furnish **performance security @ 5%** of the value of the contract. Performance security may be furnished in the form of bank guarantee from a commercial bank. Performance security shall remain valid from a period of 60 days beyond the date of completion of all contractual obligations.
- 12. The prices should be F.O.R, PEC University of Technology, Chandigarh, Sector-12, Chandigarh.
- 13. If price is quoted in foreign currency, the rupee equivalent price must also be indicated.
- 14. The institute reserves the right to accept or reject any quotation without assigning any reasons.
- 15. The bidders shall not be permitted to alter or modify the bids after expiry of deadline for the receipt of bids.
- 16. All the disputes will be subject to jurisdiction Chandigarh.
- 17. The Bidder must confirm his acceptance of the terms and conditions mentioned hereinabove. In case any clause is not acceptable to the Bidder, the same should be specifically brought out in the submitted bid. If no mention is made in this regard, it shall be presumed that all clauses mentioned hereinabove are acceptable to the Bidder.