

F.No.E-III-SERCOAMC/2/2023-E-III

Dated : the 2<sup>nd</sup> May, 2023.

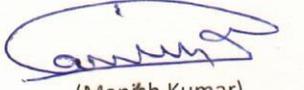
## TENDER NOTICE

### Repairing and Annual Maintenance Service of Kitchen Equipment's installed at Canteen of DGCI&S

For and on behalf of the President of India, the Director General, Director General of Commercial Intelligence & Statistics, 565-Anandapur, Sector-I, Plot No.22, Kolkata – 700 107 under the Ministry of Commerce & Industry, New Delhi intend to Repairing and Annual Maintenance Service of Kitchen Equipment's installed at DGCI&S from reputed, experienced, financially sound, Kolkata based Registered companies/firms.

1. Quotation submission will start from 2<sup>nd</sup> May, 2023.
2. Quotation submitted by 6 P.M. of 22<sup>nd</sup> May, 2023 will only be accepted for consideration.
3. Quotation in the prescribed format of technical bid & financial bid separately may be submitted by stipulated date and time on the following address.

Head of Office  
Directorate General of Commercial Intelligence & Statistics,  
Ministry of Commerce & Industry,  
565-Anandapur, Sector-I, Plot No.22,  
Kolkata – 700 107.

  
(Manish Kumar)  
DY. DIRECTOR &  
HEAD OF OFFICE

## **TENDER DOCUMENT**

### **Repairing and Annual Maintenance Service of Kitchen Equipment's installed at Canteen of DGCIS**

Bid Publishing Date : 02.05.2023

End of Bid Submission Time & Date : 22.05.2023 TILL 6:00 P.M.

Bid Opening Time & Date : 24.05.2023 AT 11:00 A.M.

## **Scope of Work**

Repairing and Annual Maintenance Service of Kitchen Equipment's (Please refer to Annexure -V)

## **General Terms and Conditions**

1. The bidder should be well-established and must have serviced/maintained a minimum of three kitchens both for Government Ministries / Departments/CPSU/State Govts/autonomous bodies since last three calendar year.
2. The interested bidder is requested to submit a document from government showing that they have registered as the service provider for kitchen equipment's.
3. It is highly desirable that the vendor may visit this Directorate before going for the bidding process in order to understand the scope of the work.
4. The tenderers are required to submit **two separate bids - Technical and Financial**, as per proforma given in this tender document, in two separately sealed envelopes superscribed: "Technical Bid for Repairing and Annual Maintenance Service of Kitchen equipment's" and "Financial Bid for providing Repairing and Annual Maintenance Service of Kitchen equipment's". Both sealed envelopes should be put in a third sealed envelope superscribed "Tender for providing Repairing and Annual Maintenance Service of Kitchen equipment's". The procedure for the evaluation of the Tender, combining the "Technical Bid" and "Financial Bid", is given in **Annexure-I and Annexure-II** of this document.
5. The Directorate reserves the right to reject any or all tenders/extend the date of opening of tender etc. without assigning any reasons thereof.
6. The Contract is AMC nature and interested party is requested to go through each page of the tender documents before submitting the same.
7. The Technical bid shall be opened on date and time as mentioned in the first page in the presence of the authorized representatives of the Firms, who wish to be present at that time. Any changes in the scheduled that may be intimated to the vendors submitted the bid.
8. The technical bids received will be evaluated by a committee constituted for the purpose based upon the criteria described in tender document.
9. The financial bids of the eligible bidders will be opened after the technical evaluation as mentioned in point no. 6. Final evaluation of each tender will be completed thereafter based on the procedure for evaluation of tender as laid down in **Annexure-II**.
10. Each interested bidder is allowed to submit only a single tender.
11. All the documents in support will have to be attached. Tender, if incomplete in any form, is liable to be rejected outright.
12. Submission of false information may invite rejection of bid summarily.
13. All entries in the tender forms should be legible and filled clearly. Any cutting/over-writing etc. in the bid document is not allowed and if found may be rejected.
14. The competent authority in DGCIS reserves right to withdraw/relax any of the terms and condition mentioned above in public interest, to overcome any problem that may arise at a later stage.
15. The tenderer shall not transfer or assign the contract to any other agency/company/person.
16. Tenderer Firm should submit a self-declaration certificate mentioning that they will do all work as mentioned in tender documents.

17. There should be no case or charge under investigation / enquiry / trial against the agency, nor conviction in a Court of law or suspended / blacklisted by any organization on any ground. A self-declaration in this regard should be given (Please attach the relevant document).
18. The opinion / decision of DGCIS regarding the bid shall be final and conclusive. DGCIS reserves the right to reject any or all the bids at any time without assigning any reason thereof.
19. Bids received after the specified closing date and time for receipt of bids would not be entertained.
20. The period of contract will be valid for one year which may be extended for further one year with the consent of both the parties and on the same terms and conditions.
21. The one-year period of servicing will commence from the date of acceptance of Contract.
22. The contract can be terminated by this Directorate at any time without assigning any reasons after giving a month's notice and the decision of this Directorate shall be final and binding.
23. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
24. **Service condition:**
  - 24.1. The Agency should deputy his employees for maintenance/cleaning/repairing at least once in a month.
  - 24.2. Apart from the periodic preventive maintenance visits, all breakdown call on the system must be attended by the firm within 24 hours. Contact details may be provided after awarding of the contract.
  - 24.3. The Agency shall engage sufficient number of competent/skilled employees having sufficient experience in cleaning/repairing/ maintaining the kitchen equipment's project entrusted to them.
  - 24.4. The DGCIS reserves the right to direct the Agency to remove such personnel from the AMC, who are found to be unfit on disciplinary or other grounds detrimental to the interest of DGCIS.
  - 24.5. In case, the person employed by the successful Company/Firm/Agency commits any act of omission/commission that amounts to misconduct/ indiscipline/ incompetence, the successful Company/Firm/Agency will be liable to take appropriate disciplinary action against such persons, including their removal from site of work, if required.
  - 24.6. No extra payment, whatsoever, on account of natural calamities or otherwise will be" made except what is permitted under this contract. It shall be responsibility of the contractor to carry out the work satisfactorily throughout the contract period.
  - 24.7. The work is to be carried out in the office premises itself. However, only such work which cannot be done in the office premises will be allowed to be done outside with the written permission of the Head of office or any higher officer. No extra payment would be made on this account.
  - 24.8. The Company/Firm/Agency shall depute a coordinator who would be responsible for immediate interaction with this Directorate, so that services of the persons deployed by the Company/Firm/Agency could be availed optimally without any disruption.
  - 24.9. During the course of servicing or repairing this Directorate shall not be liable for any damage or loss direct, indirect or consequential to any person or property/procurement of the Servicing Agency, as a result of operation/breakdown

or accident of his machine or any other circumstances beyond the control of this Directorate.

- 24.10. It will be the responsibility of the service providing Company/Firm/Agency to meet transportation, food, medical and any other requirements in respect of the persons deployed in this Directorate and this Directorate will have no liabilities in this regard.
- 24.11. The persons deployed by the service providing agency shall neither claim nor shall be entitled to pay, perks and other facilities admissible to regular/confirmed employees of this Directorate during the contract period or after expiry of the contract.
- 24.12. In case of any dispute in the service contract, the decision of the Head of Department, Directorate General of Commercial Intelligence and statistics, shall be final and binding on you.
- 24.13. In case of breach of any terms and conditions attached to this contract, this Directorate reserves right to terminate the contract during the period after giving a months' notice to the contracting agency and may also forfeit the performance security.
- 24.14. The contracting party must abide by the latest rules/instructions issued by the Government of India from time to time in the matter.

**25. Payment terms as follows:**

- 25.1. No advance payment will be made.
- 25.2. The payment shall be made after successful completion of repair and service of Kitchen Equipment's installed at Canteen of DGCIS. The successful vendor needs to submit the service and repair report of every visit.
- 25.3. The successful bidder will be paid on monthly basis if they satisfy the point 25.2 and satisfactory performance Certificate from the Canteen management Committee.
- 25.4. During the continuance of contract, if the machine becomes obsolete/unserviceable, then the contract will be terminated in that month itself in which the machines becomes obsolete/unserviceable. The payment, therefore, will be made on pro-rata-basis (proportionately).
- 25.5. The successful bidder will be required to execute all the agreed items of work to the full satisfaction of this Directorate. **The taxes and other rates/charges should be quoted separately** in the bid and no additional charge/claim will be entertained afterwards.
- 25.6. Tax registration numbers should be printed on the bills raised by the successful bidder.
- 25.7. The successful Company/Firm/Agency shall also be liable for depositing all taxes, levies, educational Cess, etc. to concerned tax collection authorities from time to time as per extant rules and regulations on account of services rendered by it to this Directorate.
- 25.8. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Directorate.

**26. EARNEST MONEY DEPOSIT (EMD):**

- 26.1. Under MSME category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD.
- 26.2. Bid Security deposit equal to an amount of Rs.10000/- (Rupees Ten thousand only) in the form of A/C Payee Demand Draft from a commercial Bank/Bank Guarantee from a Commercial Bank which should remain valid at least for a period of 60 days

beyond the final bid validity period payable to Director General, DGCIS, Kolkata, must accompany the tender. Tender not accompanied with prescribed EMD or EMD submitted in any other form i.e. Cheque or Cash will not be considered for evaluation.

26.3. No bidder will be allowed to withdraw/decline after submission of the bids; otherwise, the EMD submitted by the bidding firm would stand forfeited.

**27. RETURN OF EMD:**

27.1. The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.

27.2. The successful bidder would get back the EMD on submission of the performance security deposit.

27.3. The tenderer is not entitled for any interest on EMD nor can he claim any right for award of the contract. The deposit amount shall be forfeited if the tenderer, after opening the price bid, withdraws/modifies his offer or modifies the terms and conditions thereof.

**28. PERFORMANCE SECURITY:**

28.1. A performance security amount of 5 % is to be provided by the successful bidder immediately after being awarded the contract in the form of Demand Draft/Pay Order drawn in favor of Director General, DGCIS, Kolkata payable at Kolkata or Bank Guarantee issued by a reputed Bank or fixed Deposit Receipt (FDR) made in the name of the agency but hypothecated in favor of Director General, DGCIS, Kolkata valid for 6 (six) months beyond the expiry of period of guarantee period.

28.2. Performance security should reach to DGCIS within a period of 15 days from the **date of award of contract.**

28.3. If the successful bidder fails to provide the Performance Security Deposit within 15 days from award of the bid, bid would stand cancelled and the EMD submitted would stand forfeited.

28.4. In case the successful bidder fails to render the required services as agreed in the tender document, this office will have full authority to cancel the order and forfeit the performance security. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the agency may be forfeited by this Office besides annulment of the contract.

29. The competent authority in DGCIS, reserves full authority to cancel, reject, any / all offers, without giving any reason. The decision of competent authority in DGCIS shall be final in this regard.

30. DGCIS reserves the right to recover any part or the whole of the amount of the security deposit for losses suffered by DGCIS due to failures on the part of the agency or due to termination of contract or agency becoming disqualified because of liquidation / insolvency or change of composition. The decision of DGCIS in respect of such losses, damages, charges, expenses or costs, shall be final and binding on the agency and the decision shall not be questionable.

31. The Agency shall fully indemnify DGCIS for any default or non-observance by the Agency or any of his representatives of any of the provisions of the above-mentioned enactments and the rules framed there under. Even though the Agency shall be solely liable for settlement of any claim made by any person due to the non-observance by the Agency of any of the provisions otherwise of the enactments cited, DGCIS reserves its rights to settle directly any amount due by the Agency as mentioned above and to recover such amounts from any of the amounts payable by DGCIS to the Agency or in the absence of the same should be treated as debt to DGCIS by the Agency.

### **32. Additional Conditions/Requirements**

- 32.1. The Tender will be accepted by the Competent Authority in DGCI&S as per the rules/instructions issued by the Government of India from time to time in the matter.
- 32.2. The Directorate reserves the right to reject any or all Tenders/extend the date of opening of Tender etc. without assigning any reasons thereof.
- 32.3. In addition to its right to determine the contract upon fault of the Successful Bidder, the Directorate reserves the right to cancel the contract without assigning any reasons and also reserves the right either to pay or not to pay the Successful Bidder for either part of the contract work or whole of the contract work executed, if they are not according to the directorate's specifications and complete satisfaction.

### **33. Legal**

- 33.1. The successful Company/Firm/Agency shall maintain all statutory registers under the Law. The agency shall produce the same on demand to the concerned authority of this Directorate or any other authority under the Law.
- 33.2. The Tax Deduction at Source (TDS) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Directorate.
- 33.3. In case of breach of any terms and conditions attached to this contract, the Performance Security Deposit of the successful Company/Firm/Agency will be liable to the forfeited by this Directorate besides annulment of the contract.

### **34. Risk clause**

- 34.1. Notwithstanding anything contained in any other clause, DGCIS reserves the right to terminate the contract due to any failure on the part of the Agency in discharging his obligations under the contract or in the event of his becoming insolvent or going into liquidation. The decision of the DGCIS about the failure on the part of the Agency shall be final and binding on the Agency.
- 34.2. If there is any stoppage/failure of service for any reason, the Agency is liable for penalty action as decided by DGCIS. In the event of any failure on the part of the Agency, DGCIS shall have the right, without any prejudice, to get the work done through any other alternate agency at the risk and cost of the Agency. The additional cost, loss, if any incurred by DGCIS will be recovered from the Agency.

## **Annexure-I**

### **Eligibility Criteria**

The bidder will be considered for selection, only if the following conditions and any other conditions as mentioned in the tender document are fulfilled:

1. The bidder should convey his acceptance to all the terms and conditions laid down by DGCIS, Ministry of Commerce and Industries.
2. The declaration in the prescribed proforma given in this tender document should be duly filled in, signed and submitted along with the technical bid. The above declaration, along with a copy of the terms and conditions, duly signed and sealed in each page, by the authorized signatory of the agency in token of acceptance of the terms and conditions should be enclosed with technical bid.
3. The vendor must have servicing outlet in West Bengal (Please attach the relevant document).
4. The agency should be in the business of Kitchen equipment's Servicing at least the past 3 calendar years (Please attach the relevant document).
5. The bidders should be well-established and must have experience of servicing of Kitchen equipment's minimum three for Government Ministries / Departments/CPSU /other reputed 2-5-star registered hotels at least the past 3 calendar years. Copies of work orders, certificates of satisfactory performance from the concerned Department(s) in support of the works performed should be enclosed with the technical bid.
6. The agency should have a turnover of minimum of Rs. 20 lakh in each of the last three financial years.
7. The technical bid should be accompanied by Earnest Money Deposit (EMD) as per term and condition mentioned in the tender document.
8. The tenderer should submit a certificate that the Agency has never been blacklisted in the past by any of the Govt Department/ Ministry (Please attach the relevant document).
9. The tenderer should also submit the Tax Registration Number (Such as Income Tax, Service Tax, GST etc), whichever is applicable (Please attach the relevant document).
10. Service completion certificate need to be submitted of prior experiences (Please attach the relevant document).
11. The tenderer should submit a non-Bankruptcy undertaking certificate (Please attach the relevant document).
12. The bidder must submit escalation matrix of telephone numbers for service support with the tender (Please attach the relevant document).

## **Annexure-II**

### **Procedure for evaluation of the Tender**

Selection of the Agency will be on basis of highest score in technical evaluation of eligibility criteria and lowest rate quoted in financial bids. Technical and financial bid shall carry weightage of 40% and 60% respectively.

#### **Technical bid**

**Criterion-1:** Average annual turnover during last three Financial Year (copy of Income Tax Return to be enclosed).

**Max Score - 20.**

**Scores:**

- a. 5 – total turnover of  $\leq$  Rs. 20 lakhs
- b. 6 – Rs.20 lakhs < total turnover  $\leq$  Rs.40 lakhs.
- c. 8 – Rs.40 lakhs < total turnover  $\leq$  Rs.80 lakhs.
- d. 10 – total turnover of > Rs.80 lakhs.

**Criterion-2 :** Number of Services/AMC conducted during last three calendar years.

**Max Score - 20.**

**Scores:**

- a. 6 - No. of Services/AMC conducted  $\leq$  6.
- b. 8 -  $7 \leq$  No. of Services/AMC conducted  $\leq$  10.
- c. 10 - No. of Services/AMC conducted > 10.

#### **Financial bid**

**Criterion-1 :** Total Amount quoted as per the Financial Bid - **Max Score - 60.**

**Scores:** Score of the financial bid =

$$60 * \frac{\text{(Total Amount quoted in the financial bid by the lowest bidder)}}{\text{(Total Amount quoted in the financial bid of the bidder)}}$$

The score based on technical and financial bids for each case of each bidder will be calculated in terms of the procedure mentioned above. The names of the bidders will be arranged on the basis of descending order of score. The highest scorer will get the opportunity for award of the contract. In case, the bidder fails to meet the requirement of acceptance within 15 days, the bidder with second highest score will be offered the contract.

## Annexure-III

### Submission of Vendor Information:

1. Name of the Bidding Agency: \_\_\_\_\_

2. Contact Address: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

3. Contact No./Details: Mobile No.

E-mail ID.:

Website (if any):

4. Additional Information, if any

Date:

Name:

Place:

(Signature & Seal of Bidding Agency)

## Annexure-IV

### Financial Bid Specifications:

Sl. No.	Particulars	Rate in Rs (a)	GST (%) (b)	Total (a+b)
1.	Heavy Duty LPG Stock Pot Range made of SS with internal MS structure and HPC Make C-Burner.1.5” dia SS pipe Legs with 1” dia SS pipe cross brassing.(30”Lx30”Wx24”H).			
2.	2 Burner LPG Cooking Range made of SS with internal MS structure and HPC Make C-65 Burner. 1.5” dia SS pipe Legs with 1” dia SS pipe cross brassing.(44”Lx24”Wx34”H).			
3.	Chapati Hot6 Plate with Puffer with 5/8 Thick MS Hotplate with Burner.			
4.	Salamander/Toaster			
5.	Double Door Vertical Freezer made of SS with Emerson Make Compress (32”Lx14”Wx78H)			
6.	Fly Catcher			
7.	Civil 2 Tier LPG Bank			
8.	5 Cylinder LPG Monofold system and distribution line made of 1” dia ERW MS pipe with all controls & fittings.			
9.	Hot air ventilation through GI Hoods & Duct line with SS Baffle filters and 2 Nos. 18” dia Exhaust Fans.			

10.	Fresh air intake through GI duct line & adjustable Louvers with 2 Nos. 15” dia Exhaust Fan.			
11.	Grand Total			

Enclosures to be submitted with the Bid:

1. Tender Document ***must be duly signed and stamped on every page.***

Date:

Place:

(Signature & Seal of Bidding Agency)

## **Annexure-V**

List of Kitchen Equipment's: -

1. Heavy Duty LPG Stock Pot Range made of SS with internal MS structure and HPC Make C- Burner.1.5" dia SS pipe Legs with 1" dia SS pipe cross brassing.(30"Lx30"Wx24"H).
2. 2 Burner LPG Cooking Range made of SS with internal MS structure and HPC Make C-65 Burner. 1.5" dia SS pipe Legs with 1" dia SS pipe cross brassing.(44"Lx24"Wx34"H).
3. Chapati Hot6 Plate with Puffer with 5/8 Thick MS Hotplate with Burner.
4. Salamander/Toaster
5. Double Door Vertical Freezer made of SS with Emerson Make Compress (32"Lx14"Wx78H)
6. Fly Catcher
7. Civil 2 Tier LPG Bank
8. 5 Cylinder LPG Monofold system and distribution line made of 1" dia ERW MS pipe with all controls & fittings.
9. Hot air ventilation through GI Hoods & Duct line with SS Baffle filters and 2 Nos. 18" dia Exhaust Fans.
10. Fresh air intake through GI duct line & adjustable Louvers with 2 Nos. 15" dia Exhaust Fan.

## **Annexure-VI**

### **DECLARATION**

I, \_\_\_\_\_ Son/Daughter/Wife of  
\_\_\_\_\_, Proprietor/ Director/ authorized signatory of the  
Company/firm/Agency, mentioned above, is competent to sign this declaration and execute  
this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake  
to abide by them.

The information/documents furnished along with the above application are true and authentic  
to the best of my knowledge and belief. I/we am/are well aware of the fact that furnishing of  
any false information/fabricated document would lead to rejection of my tender at any stage  
besides liabilities towards prosecution under appropriate law.

Signature of authorized Person

Name:

Seal:

Date:

Place: