

D-21019/6/2015-General
Government of India
Ministry of Drinking Water & Sanitation

8th floor, Paryavaran Bhawan
CGO Complex, Lodhi Road
New Delhi- 110003

Dated: -15th Feb., 2016

Tender Notice

Subject: - Tender for Annual Maintenance Contract for Tower AC, Split AC and Window AC in the Ministry of Drinking Water & Sanitation.

Sealed tenders for rate contract are invited for Annual Maintenance Contract for Tower AC, Split AC and Window AC in the Ministry of Drinking Water & Sanitation. The bidders should ensure that completed tender documents in sealed covers are delivered either by post or drop in Tender Box kept in Ground Floor of Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi- 110003 by 1500 hrs. on 2nd March, 2016.

1. The instructions to the bidders are at Annexure-I
2. Terms and Conditions of contract are at Annexure-II
3. Financial bid is at Schedule
4. Tender will be opened at 1530 hrs on 2nd March, 2016.



(S. Sanyal)

Under Secretary to the Govt. of India
Tel # 24368612

Copy to:-

1. Technical Director (NIC) for uploading the Ministry web-site
2. Hindi Section for hindi version

INSTRUCTION TO THE BIDDERS

1. Eligibility Criteria:

The firm should be:-

- (a) Registered /valid licenses and having 5 years experience in the relevant field in the Govt. Ministry / Department or Semi-Govt. Organizations, including Public Sector Undertaking.
- (b) While submitting the tender, the bidder shall have to produce Experience Certificate of at least five years issued by an Officer not below the level of Section Officer along with their tender.

2. The Tender should be accompanied by earnest money of Rs.5,000/- (Rupees Five Thousand only) in the form of Demand Draft in favour of PAO, Ministry of Drinking Water & Sanitation issued by any Nationalized bank, Delhi, without which the tender will not be considered. The EMD will be returned to all the unsuccessful tenderer after completion of the tendering process not before 90 days after opening the tenders. The demand draft of successful bidder shall be returned after awarding of the contract by the Ministry of Drinking Water & Sanitation and submission of the performance security by the contractor.

3. Scope of Work

- (i) The maintenance of ACs is to be carried out in the premises of the Ministry of Drinking Water & Sanitation, Paryavaran Bhawan, Krishi Bhawan, Block No. 11, CGO Complex, New Delhi and Camp Offices of Minister's of the Ministry.
- (ii) Only such works which can't be done in the office premises would be allowed to be done in the workshop of the contractor. The contractor shall arrange for to and fro transport and carry the items at his own risk and cost. No extra charges will however be payable on this account.
- (iii) Any loss or damage of any item during repair within the premises of the Ministry or at the workshop of the contractor shall be the liability of the contractor and the Ministry may, at its discretion, deduct total cost of the item or any part thereof from the bill of the contractor.
- (iv) The contractor shall depute the mechanic everyday to check the ACs whether or not they are working in proper condition and attend to the fault immediately. In case the mechanic fails to rectify the fault then the work will be got done by the Ministry from outside at the cost of contracted agency.
- (v) The contractor shall undertake repair work only after receiving a written order or signed by the Section Officer (Gen). Any work undertaken otherwise shall be treated as unauthorized work and cost of such work shall not be paid by the Ministry.

- (vi) The contractor shall maintain job card for each repair work undertaken by him. The card should be got signed by the official concerned after satisfactory completion of work.
4. Unsealed / unsigned Tender shall not be considered. Tender without EMD shall be summarily rejected. There should be no erasing and / or overwriting. The Tender with erasing and / or overwriting shall be summarily rejected.
 5. Late / delayed tender due to any reason, whatsoever will not be accepted / considered at all under any circumstances.
 6. The submission of Tender will not place this office under any obligation to empanel you and no expenses incurred by you in this regard will be payable by Ministry of Drinking Water & Sanitation.
 7. The rate should be mentioned exclusive of taxes and levies as at schedule.

The offer should remain valid for a period of three months.


8. Method of determination L- 1

The lowest aggregate sum of the rates is the criterion for deciding the L-1 agency. To facilitate determination of L-1 all the bidders are instructed to invariably quote rate for each and every item mentioned in the Financial bid at Schedule in the event of any omission of rates of any item by any agency, the same shall be liable to be treated as non-responsive bid and their tender will be liable to be rejected. In case all the agencies omit tender of rates for one particular item or the other in Financial Bid. L-1 will be decided on the basis of the aggregate sum for all the agencies calculated ignoring the rates of those item quoted by others.

9. Forfeiture of EMD:- The bid security may be forfeited:
- a. If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form ; or
 - b. In the case the successful bidder:
 - i. Fails to sign the contract
 - ii. Fails or refuse to honor his / her own quoted price for repair work.
 - c. In both the above cases i.e. Para 9 (a) & (b), the bidder will not be eligible to participate in any of the tender issued by the Ministry of Drinking Water & Sanitation for next five year from the date of issue of letter to intent.
10. Performance Security: The successful bidder shall deposit, within seven working days of awarding of the contract, the performance security 10% of the contract, in the form of bank guarantee of nationalized bank. The amount of Rs. 5000/- deposited as EMD

along with the tender will not be adjusted in the security deposit. Format of performance security is given at Form-I

11. Tendering Process: The tender will be single bid system. Interested parties may submit their documents satisfying the eligibility criteria mentioned at Para 2 above in a sealed cover Subscribed as "Tender for Annual Maintenance Contract for Tower, Split & Window ACs". The bank draft covering the EMD and certificates / documents in support of eligibility criteria should be placed in the envelope. Cover should be sealed and addressed to Under Secretary (Admn), Ministry of Drinking Water & Sanitation, 8th floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi by 1500 hrs on February, 2016.
12. Opening of bids: The tenders will be opened on same day i.e. 2nd March, 2016 at 15.30 hrs on 8th floor, Paryavaran Bhawan, CGO Complex, Lodhi Road, New Delhi in the presence of tenders or representatives thereof. The representatives must bring the authorization letter from their employer to participate in the opening of the tenders.
13. Conveying approval of the Competent Authority shall construe award of contract.
14. Validity of the contract: In normal circumstances, the period of contract shall be one year however it may be extended by mutual consent for any specific period.
15. Ministry of Drinking Water & Sanitation reserve the right to accept or reject any or all tenders without assigning any reasons.
16. Ministry of Drinking Water & Sanitation reserve the right to terminate the contract by giving 15 days notice and without assigning any reason thereof.
17. Contact Person: In case tenderer desire to have any clarification regarding the terms and conditions of the bid document and any interpretation thereof, they are advised to contact Section Officer (Gen), on telephone No. 24368611 on all working days 1200hrs to 1500hrs.


(S. Sanyal)
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Annexure-II

TERMS AND CONDITIONS OF CONTRACT

1. Terms of performance:

- 1.1 The agency should render satisfactory performance in respect of all aspects of supplies / services / works included in the scope of work mentioned in the instructions to the bidders of tender notice.
- 1.2 The personnel deployed by the agency for undertaking the jobs should conduct themselves well and the agency shall be responsible for enforcing such conduct.
- 1.3 The agency shall attend to all repair works promptly on the same day.
- 1.4 The Agency shall depute two persons regularly from 9.30 AM to 6.00 PM.

2. Terms of rates:

Rates shall remain fixed and valid during the period of contact. This office will not entertain any claim on account of sales tax / or any other taxes for the material used for executing the work awarding under the contract and all such taxes should be paid by the firm itself. TDS and any other Government levies applicable on bill as per Govt. of India instructions issued from time to time shall be deducted.

3. Terms of payment:

- 3.1 The bills in triplicate, for the services prepare on the basis of rates will have to be submitted to Under Secretary (Genl.), M/o Drinking Water & Sanitation, New Delhi for effecting payment together with the copies of written work order and original job cards duly signed by the Officers/ Sections. The payment will be released through ECS and income tax and other taxes, if any shall be deducted against bill submitted.
- 3.2 The job carried out shall be up to the satisfaction of the HOD, failing which deduction @10% of the total bill shall be made. Depending upon the severity of negligence, MDWS reserve the right to black list the agency for suitable period or from further participation in any of MDWS contract. The decision of Ministry shall be final in this regard.

3.3 Terms of Certificate

Following certificates are to be furnished with tender document

1. ESI Certificate
2. EPF Certificate

4. Terms of dispute resolution.

- 4.1 In the event of any question, dispute or difference arising under the Agreement or in connection there with (except as to the matters, the decision to which is specifically provided under this agreement), the same shall be referred to sole arbitration of the Secretary, Ministry of Drinking Water & Sanitation or any other person appointed by him/her as arbitrator.
- 4.2 The venue of Arbitration proceeding shall be Office of MDWS at New Delhi.
- 4.3 The Arbitrator may from time to time with the consent of both the parties enlarge the time frame for making and publishing the award.

Schedule

FINANCIAL BID

Sl.No	Description of Air Conditioners	Annual Maintenance Charges	Charges for shifting including dismantling installation & fitting	Charges for filling of GAS	Repair of Voltage Stabilizer
1.	<i>Tower AC</i>				
2.	<i>Window Mounted A.C</i>				
3.	<i>Split AC</i>				

Contract will include repair of motor/compressor and repair/replacement of other electrical parts.

1. Body repair, reconditioning/renovation of air conditioner/water cooler, grills, remote of air conditioners, AVR, plastic parts, air filters and installation are not included in the contract.
2. Will undertake all the ACs as in where is basis.
3. After the expiry of contract will hand over all the ACs in working condition.
4. Will service all the ACs during the contract.
5. During the contract will attend to any break down call very promptly.
6. The quoted rates will be valid for two years (as quoted in the original contract).
7. The contractor shall maintain a job/history card for all the ACs. Signature of users will be obtained on the cards for every service/repair.