No.D.11011/56/2005-DWS.II Government of India Ministry of Rural Development Department of Drinking Water Supply

8-9th Floor, Paryavaran Bhawan, CGO Complex, Lodi Road, New Delhi-110 003 Dated the 30th November, 2005

To,

Subject:- Maintenance contract for the year 2005-06 for the UPS units in the Department of Drinking Water Supply.

Dear Sir,

Department of Drinking Water Supply proposes to enter into "Maintenance Contract" for the maintenance of UPS units for the year 2005-06 with reputed/registered firms preferably having an experience of five years in the line of maintenance of UPS Units. The details of these units are as under:

Sl.No.	Rating of UPS	Qty.(Nos.)	Where Installed
			at present
1.	5 KVA Online	2	i) 8 th floor,
			Paryavaran
			Bhavan
			ii) 6 th
			floor(Block 11)
			(2 units of 2.5
			KVA each)
2.	2 KVA Offline	3	i) NIC (9 th
			floor),
			Paryavaran
			Bhavan
			ii) DIC (Block
			11, CGO
			Complex
			iii) Block
			No.11, CGO
			Complex
3.	1 KVA offline	6	i) CRSP, 8 th

	floor,	
	Parya	varan
		an –1 No.
	ii) CF	RSP, 8 th
	floor,	
	Parya	varan
	Bhav	an-1 No.
	iii) JS	(DWS),
	9 th flo	oor,
	Parya	ravan
	Bhav	an – 1No.
	iv) Se	ecretary
	(DWS	S) Office
	– 3 N	os.

2. In case your are interested to undertake the said work and you have the capacity and the competence to do so, you may please submit your lowest quotation in the enclosed form in a sealed cover to Under Secretary (DWS-II), Department of Drinking Water Supply, 8th floor, Paryavaran Bhavan, New Delhi so as to reach by 4.00 p.m. on or before 15.12.05 (8th floor), Paryavaran Bhavan, New Delhi. The cover containing the quotation should be superscribed as under:

"QUOTATION FOR MAINTENANCE OF UPS OF THE DEPARTMENT OF DRINKING WATER SUPPLY, FOR THE YEAR 2005-06 DUE ON 15.12.2005 AT 4.00 P.M."

- 3. The terms and conditions of the contract shall be as under:
 - a) The UPS shall be inspected by the successful tendered before taking over for their maintenance under the "MAINTENANCE CONTRACT" and the missing nonfunctional parts listed out and brought to notice of the undersigned latest by 05.12.05 failing which the contractor shall be deemed to have taken over the AMC of the UPS units. The initial cost of the missing/nonfunctional parts, if any, shall be borne by the Department of Drinking Water Supply.
 - b) The successful contractor shall be required to inspect all the UPS and put these into operation latest by 20.12.2005 failing which the contract may be cancelled by the Department without assigning any further reason and the security deposit etc. by the contractor shall be forfeited. For

the inspection the UPS units SO (DWS-II), Department of Drinking Water Supply, Paryavaran Bhavan may be contacted.

- c) For regular and proper maintenance of the UPS Units and the instantaneously attending to the complaints received from Officers, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics to this Department on all working days throughout the period of contract from 9.00 A.M. to 6.00 P.M. Should any eventuality arise, the Department of Drinking Water Supply shall be within its competence to requisition the services of the mechanics on Sundays, holidays and outside the office hours without payment of any additional remuneration. Some units are in Block 11, CGO Complex and Nirman Bhavan also. The contractor shall also keep stock of parts which he may be required to replace on during the currency of the contract.
- d) The work shall be carried out in the premises of this Department in Paryavaran Bhavan, CGO Complex, Block No.11, Nirman Bhavan, Lodhi Road, and no unit shall be allowed to be taken out of the premises without prior/formal written permission of this Department. No transportation, labour charges on this account will be paid. The UPS units or part thereof taken to Workshop will have to be brought within 2 days failing which the cost of the machine/parts will be recovered from the firm and if considered necessary the contract terminated without further notice.
- e) The contractor shall be responsible for smooth and satisfactory working of the UPS units.

f) The successful contractor shall be required to do the work during the entire period of the contract at the rates that are approved on the basis of the quotation. If for any reason, the firm is not able to do so, the work shall be got done from some other firm or from the open market at the cost of the contractor and the expenditure incurred thereon shall be recovered from him. This may even entail the termination of contract and forfeiture of the security deposit.

- g) In case the contractor fails to cope up with the work load or does not render satisfactory services, the contract awarded to him shall be cancelled forthwith without giving any notice or without assigning any reason whatsoever and his security deposit and payment due to him, if any, shall be forfeited. In this connection, decision of the Department shall be final and binding on the contractor.
- h) The Department of Drinking Water Supply shall not provide any labour to the contractor for lifting, transportation, installation or dismantling of the UPS Units during the period of the contract. Shifting of UPS units within the same premises shall be free.
- i) The contractor shall be responsible for handing over all the units in perfect condition along with all the accessories to the contractor who may be awarded the contract for the year 2006-07 and the cost of shortcoming if any, shall be borne by the outgoing contractor.
- j) The damage caused if any either to the UPS units or to any other property of the Government through negligence or otherwise shall be at the 'risk' and responsibility of the contractor. The question as to what shall constitute negligence in each such case shall be decided by the Department taking into account facts of the eventuality. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and the decision of the Department.
- k) Any sum of money due and payable to the contractor including security deposit can be appropriated by this Department and or by any other person or persons contracting for and on behalf of the President of India for being set off against any claim of this Department and or such other person or persons for payment of a sum of money arising out of this or under any other contract entered into with the contractor by this Department and or such other person or persons.
- 1) The Department reserves the right to reject or to accept any quotation in whole or any part, without assigning any

reason therefore. This Department 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 2005-06.

- m) The tenderers whose quotation is finally accepted shall have to deposit a sum of Rs.1000(Rupees one thousand only) in the form of Post Office Savings Bank Account, pledged in favour of the Under Secretary to the Government of India, Department of Drinking Water or through a Demand Draft in favour of SO (Cash), Ministry of Rural Development, New Delhi, as security.
- n) No advance payment shall be made in any case. The payment shall be made as under:

50% after expiry of every six months from the date of award of contract.

The above is only a tentative schedule for payment and does not confer any legal or other right on the contractor to proceed against the Department in the event of payment gets delayed due to budgetary and other unforeseen reasons.

- o) The rates quoted shall be mentioned in figures and in words. There should be no erasing or over-writing whatsoever.
- p) Tax chargeable, if any, on replacement of parts should be mentioned separately repeat separately in the quotation proforma.
- q) The contractor will have to attend to Unit of Department immediately on receipt of complaint.

r) No payment shall be made in respect of parts replaced repaired by the contractor and which again require repair/ replacement during the period of contract.

s) Please quote for the rates of maintenance free battery also. The battery should be of reputed brand with warranty and rates should be valid for the period of AMC of UPS Units.

You are requested to read and understand the terms and conditions of the contract mentioned in the foregoing paragraphs before sending your quotations, as no violation of the aforesaid terms and conditions shall be permitted once your quotations are accepted by this Department.

Yours faithfully,

(Y.K.Sood) Under Secretary to the Government of India.

Copy to the Technical Director (NIC), RGNDWM for hoisting on the Department's website.

QUOTATION PROFORMA

Maintenance contract for the maintenance of UPS of the Department of Drinking Water Supply for 2005-06

Name of the Tenderer (in block letters)

Address

Telephone No. (Mobile and Land Line)

Registration No. if any

Experience: Please enclose a list indicating (i) the name of Government/Semi-Government Organizations including Undertakings whose such units your firm has been maintaining (ii) the number of UPS Units maintenance and (iii) the number of years of experience held.

I/we submit my/our quotations in connection with maintenance contract for the maintenance of UPS Units of the Department of Drinking Water Supply in response to tender enquiry letter No.D.11011/56/2005-DWS.II dated 30.11.2005

Sl.No. Rating of UPS Qty No. AMC charges Rates for Taxes (comprehensive) MF Batteries

Signature

UNDERTAKING

I/We hereby undertake that the damage caused, if any, either to the UPS Units or to any other property of the Government through me/our negligence or otherwise, shall be at my/our risk and responsibility and that I/we shall make good the financial or any other loss that is resultantly sustained by the Government. I/We also undertake to agree that the decision of the Department of Drinking Water Supply in this context shall be final and binding on me/us.

Signatures with date (in full)

Stamp of the Firm