

No. D11011/37/2008 DWS-II
Government of India
Ministry of Rural Development
Department of Drinking Water Supply

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

Dated August 12, 2008

To,

Subject: - Maintenance contract for the year 2008-09 for the Air Conditioners of the Department of Drinking Water Supply.

Dear Sir,

Department of Drinking Water Supply proposes to enter into 'Maintenance Contract' for the maintenance of 36 window type, 3 split air- conditioners in its possession for one year with reputed /registered firms preferably having an experience of five years in the line of maintenance of air-conditioners. Details in this regard are to be furnished with the quotation.

2. In case you 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 addressed to Under Secretary (Admn.) Department of Drinking Water Supply 8th floor Paryavaran Bhawan, New Delhi so as to reach by 4:00pm on or before 28.08.2008. The cover containing the quotation should be super-scribe as under:

QUOTATION FOR MAINTENANCE OF AIR-CONDITIONERS OF THE DEPARTMENT OF DRINKING WATER SUPPLY, PARYAVARAN BHAWAN, FOR THE YEAR 2008-09 DUE ON 28.08.2008 AT 4:00PM.

(S.K. Verma)
Under Secretary to the Govt. of India

3. The terms and conditions of the contract shall be as under:
- a) The air-conditioners shall be inspected by the successful tenderer before taking over for their maintenance under the MAINTENANCE CONTRACT and the missing non-functional parts listed out and brought to notice of the department of DWS within one week from date of work award of AMC failing which the contractor shall be deemed to have taken over the air-conditioners in good condition. The present AMC holder shall hand over the Air-conditioners to the successful bidder in working condition before the termination of the present contract, the initial cost of mission/ nonfunctional parts shall be borne by the Department of Drinking Water Supply in accordance with the existing contract.
 - b) The term 'Maintenance' shall include the oiling, the cleaning, the greasing, the servicing and the repair replacement of any oral the parts (except contract) at the exclusive risk, responsibility and cost of the contractor. This will exclude the replacement of the motor and the compressors by new ones but shall include the repair and rewinding thereof. The connecting wire plugs or the switches shall be supplied initially by this Department and their replacement during the currency of the contract shall be the responsibility of the contractor. In other words, cost on the account of replacement of wire, plug etc. shall be borne by the contractor. In brief, the Department shall not bear any other cost, for anything whatsoever, after the AC. Units have been handed over to the contractor for maintenance except in respect of replacement of motors and compressors by new ones what shall be only when the motor/compressor are declared found irreparable by the contractor and the Department shall have the right to get them inspected by any firm or person appointed for the purpose. The contractor is bound to accept the decision of the Government in this regard arrived at after examining the reports of such firm/persons to be appointed.
 - c) The successful contractor shall be required to inspect all air-conditions and put these into operation latest by 28.08.2008. Failing which the contract maybe cancelled by the Department without assigning any further reason and the security deposit etc. by the contractor shall be forfeited. For the inspection of the A.C. Units, SO (DWS-II) Department of Drinking Water Supply, Paryavaran Bhawan may be contacted.
 - d) For regular and proper maintenance of the A.C. 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 9:00am to 5:30pm. At least one mechanic shall remain in Paryavarn Bhawan to attend to the complaints received from the users of the A.C. Units during the period of AMC. 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 with payment of any additional remuneration. Some ACs are in Block 11 CGO Complex and Nirman Bhawan also. The contractors shall also keep stock of spare parts which may be required to be replaced on becoming non-functional or defective, during the currency of the contract.
 - e) The work shall be carried out the premises of this Department in Paryavaran Bhawan, CGO Complex, Lodhi Road, Block No. 11 Lodhi Road and Nirman Bhawan, New Delhi. Only such work which is not possible for execution in the premises of this Department shall be allowed to be taken out of the premises with prior formal/written permission

of this Department. No. transportation, labour charges in this account will be paid. The air-conditioners or part thereof taken to workshop will have to be brought within one week, failing which the cost of the machine part will be recovered from the firms and if considered necessary the contract terminated without further notice.

- f) The contractor shall be responsible for smooth and satisfactory working of the air-conditioners and shall obtain a certificate from the users at least once a month to the effect that their air-conditioners have been working satisfactorily during the whole month and have not remained out of order for want of repairs. Proportionate deductions shall be made from the bills of the contractor for the period for which they do not either produce a certificate in respect of satisfactory working of the air conditioners from the users or carry out the repairs and allow the air-conditioners remain out of order, the form in which the certificate shall be obtained from the users, will be prescribed by the Ministry.
- g) The successful contractor shall be required to do the work during the entire period of AMC 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 firms 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.
- h) 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 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.
- i) The department of Drinking Water Supply shall not provide any labour to the contractor for lifting, transportation, installation or dismantling of the air-conditioners during the period of the contract. Shifting of air conditioners within the same premises shall be free unless new fittings/ fixtures are required.
- j) The contractor shall be responsible for handing over all the air-conditioners in perfect condition along with all the accessories to any new contractor who may be awarded the contract for the next year and the cost of shortcoming if any, in machines or otherwise shall be borne by the outgoing contractor.
- k) The damage caused if any, either to the air-conditioners 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 of the eventuality. The financial or any other loss suffered by the Govt. on this account shall be made good by the contractor.
- l) This contract shall cover all the air-conditioners of this Department in paryavarn Bhawan, Block No. 11 and Nirman Bhawan, New Delhi. This contract shall not cover the new air-conditioners if any, during their warranty period.
- m) Any sum of money due and payable to the contractor including security deposit can be appropriated by this Department 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 or such other person or persons entered for on behalf of the President of India.
- n) The Department reserves the right to reject or to accept any quotation in whole or in 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 in account, of course, the satisfactory service rendered by the contractor during 2008-09.
- o) The quotation shall be accompanied by an earnest money of Rs. 5000.00 (Rupees Five Thousand Only) in the form of crossed Demand Draft in favour of Section Officer (Cash), Ministry of Rural Development. The cheques shall not be accepted. The quotations received without DD for the earnest money or with cheques shall be summarily rejected without assigning any reason thereof and no tenderer shall have the right to represent against it even if his quotation happens to be the lowest. The earnest money shall be forfeited if the contractor declared successful resiles from the offer or does not accept the work for any reason, whatsoever. The earnest money of the firms whose quotations are not approved shall be released after the award of the contract to the successful tenderer.
 - p) The tenderer whose quotation is finally accepted shall have to deposit a sum of Rs. 5000.00 (Rupees Five Thousand Only) in the form of Post Office Saving Bank Account, pledged in favour of the Under Secretary to the Govt. of India, Department of Drinking Water Supply as security. The earnest money of Rs. 5000.00 shall be returned to the successful bidder only after the successful tender deposits Rs. 5000.00 as security deposit.
 - q) No advance payment shall be made in any case. The payment shall be made as under.

50% after expiry of every six month from date of AMC

The security amount shall be released after satisfactory completion and maintenance of AC's through-out the year and finalization of the maintenance contract for the next year i.e. and handing over the charge A.C. units in working condition to the next contractor.

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 getting delude due to budgetary and other unforeseen reasons.

- r) The quotations shall be sent in the enclosed quotation proforma devised for the purpose and its columns or their arrangements shall neither be tampered with nor amended / modified.
- s) The rates quoted shall be mentioned in figures and in words. There should be erasing or over-writing whatsoever.
- t) Sales tax chargeable, if any, on replacement of parts, like compressors or motor etc. should be mentioned separately, in the quotation proforma.
- u) The contractor will have to attend to AC Unit of Department immediately on receipt of complaint.
- v) No payment shall be made in respect of parts replaced repaired by the contractor and which again require repair/ replacement during the period of contractor.

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.

The contractors have will also to attend to the maintenance of one water cooler of the Department during the period of the contract. Initial repair of water coolers, if any, shall be done by this Department. The terms and conditions for maintenance of water cooler will be same as for the air-conditioners. The contractor shall have to clean the storage tanks of water cooler every fortnight. However, separate rates for its sapares/ repair may be quoted.

(S.K. Verma)
Under Secretary to the Govt. of India

Copy to:
Technical Director for hosting on Department's web-site.

QUOTATION PERFORMA

Maintenance contract for the maintenance of Air- Conditioners of the Department of Drinking Water Supply for 2008-09.

Name of the Tender (in block letters)

Address

Telephone No. (Mobile and Land Line)

Registration No. if any

Demand Draft No. Date of issue and Name
Of the bank

Experience: Please enclose a list indicating (1) the name of Govt. Semi Govt. organizations including undertaking whose AC units your firm has been maintaining (2) the Number of AC units maintenance and (3) the number of years of experience held.

I/we submit my/our quotations in connection with annual maintenance contract for the maintenance of air-conditions of the Department of Drinking Water Supply for one year in response to tender enquiry letter No. D-11011/27/2007 DWS-II dated _____.

Maintenance rates per unit for the period from 28.08.2008 to 27.08.2009 (including repair/rewinding of motors/ compressors (i) AC window Mouted (ii) AC Split	Rs. (Rupees)
Charge for installation of new air-conditioners with fitting/ fixture	Rs. (Rupees)
Charges for dismantling of AC	Rs. (Rupees)
Cost of the new compressor (ISI mark)	Rs. (Rupees)
Cost of new motor (it should be ISI mark)(per unit)	Rs. (Ruppies)
<u>Initial repairs as para 3 of the terms and conditions</u>	
1. Gas charging (P.U.)	Rs. (Rupees)
2. Rewinding reconditioning of Motors (P.U.)	Rs. (Rupees)

3. Rewinding of compressor (P.U)	Rs. (Rupees)
4. 3core wires (40/76)(pm)	Rs. (Rupees)
5. 3 core wires (70/76)(pm)	Rs. (Rupees)
6. 3 core wires (23/70) (pm)	Rs. (Rupees)
7. 3 Core plug (15amp)(per Switch)	Rs. (Rupees)
8. Special Plug for mini-circuit breaker (per plug)	Rs. (Rupees)
9. Main Switch (30amp)(p.switch)	Rs. (Rupees)
10. Mini Circuit bearker (p.u.)	Rs. (Rupees)
11. Thermostat (per unit)	Rs. (Rupees)
12. Overload (per Unit)	Rs. (Rupees)
13. Selector Switch (per unit)	Rs. (Rupees)
14. Motor bearing bush (per unit)	Rs. (Rupees)
15. Running capacitor (per unit)	Rs. (Rupees)
16. Motor Capacitor (4mfd.)(per unit)	Rs. (Rupees)
17. Motor capacitor (6mfd.) (per unit)	Rs. (Rupees)
18. Starting capacitor (per unit)	Rs. (Rupees)
19. Fan (per unit)	Rs. (Rupees)
20. Special steel plug (p.u.)	Rs. (Rupees)
21. Compressor Oil	Rs. (Rupees)
22. Cutting welding of compressor	Rs (Rupees)
23. DOL starter	Rs. (Rupees)
24. Rebushing of compressor	Rs. (Rupees)
25. Gas Filter (Stainer)	Rs. (Rupees)
26. Compressor terminal Cover	Rs. (Rupees)
27. Capillary	Rs.

	(Rupees)
28. Heating element (if required)	Rs. (Rupees)
29. Relay blower cooper pipe fan blade bottom tray internal wiring set (new)condenser charges cooling condenser	Rs. (Rupees)
30. Maintenance of water cooler	Rs. (Rupees)
31. Nitrogen gas pressure testing	Rs. (Rupees)

(Signature of the contractor)
Tenderer

UNDERTAKING

I/we hereby undertake that the damage caused, if any, either to the air-conditioners (all types) or to any other property of the Govt. 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 Govt. also undertake to agree that the decision of the under Secretary (DWS-II). Department of Drinking Water Supply in this context shall be final and binding on me / us.

Signature with date
(in full)

Stamp of the firm