

Speed Post

NO.D-11011/37/2007-DWS-II
Government of India Ministry of Rural
Development Department of Drinking
Water supply

Paryavaran Bhavan, CGO Complex,
Lodhi Road, New Delhi-110 003.
Date July 31, 2007.

To

**Subject:- Maintenance contract for the year 2007-08 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 the year 2007-08 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, Parvavaran Bhavan, New Delhi so as to reach by 4.00 PM on or before 17.08.2007. The cover containing the quotation should be superscribe as under:

'QUOTATION FOR MAINTENANCE OF AIR-CONDITIONERS OF
THE DEPARTMENT OF DRINKING WATER SUPPLY,
PARYAVARN BHAVAN FOR THE YEAR 2007-08 DUE'
ON 17.08.07 AT 4.00 PM.'

3. The terms and conditions of the contract shall be as under:

a) The air-conditioners shall be inspected by the prospective 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 undersigned latest by 14.08.07 failing which the contractor shall be deemed to have taken over the air-conditioners of the

Air-conditioners to the successful bidder in working conditions before the termination of the present contract, the initial cost of the mission/non-functional parts shall be borne by the Department of Drinking Water Supply in accordance with the existing contract, if any.

- b) The term 'Maintenance' shall include the oiling, the cleaning, the greasing, the servicing and the repair replacement of any oral the parts (except replacement of motors/compressors by new ones during the period of the 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, plugs 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 that 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 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 the firm/ persons to be appointed.
- c) The successful contractor shall be required to inspect all the air-conditioners and put these into operation latest by 20.08.07. 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 of the A.C. Units, SO (DWS-II) Department of Drinking Water Supply, Paryavaran Bhavan may be contracted.
- 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 9.00 AM to 6.00 PM. At least one mechanic shall remain in Paryavaran Bhavan 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 without payment of any additional remuneration. Some ACs are in Block -11. CGO Complex and Nirman Bhavan also. The contractors shall also keep stock of spare parts which he may be required to replace on becoming non-functional or defective, during the currency of the contract.
- e) The work shall be carried out in the premises of this Department in Paryavaran Bhavan. CGO Complex, Block NO.11, Lodhi Road and Nirman Bhavan, New Delhi. Only such work which is not possible for execution in the premises of this Department may be allowed to be done

outside 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/parts will be recovered from the firm 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 airconditioners from the users or carry out the repairs and allow the airconditioners remain out of order, the form in which the certificate shall be obtained from the users, will be prescribed by this Ministry.
- g) The successful contractor shall be required to do the work during the entire period from 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 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.
- 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 his security deposit atld 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 the contractor who may be awarded the contract for the year 2007-2008 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 facts of Merits 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.
- l) This contract shall cover all the air-conditioners of this Department in Paryavaran Bhawan, Block 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 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.
- 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 into account, of course, the satisfactory services rendered by the contractor during 2007-2008.
- o) The quotation shall be accompanied by an earnest money of Rs.1,000 (Rupees one 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 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.1000 (Rupees one thousand only) in the form of Post Office Savings 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.1000/- (Rupees one thousand only) shall be returned to the successful bidder only after the successful tenderer deposits RS.1 000/- (Rupees one thousand only) 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 ACs and throughout the year and finalisation of the maintenance contract for the next year i.e, 2008-09 and handing over the charge of 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 gets delayed 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 tempered with nor amended/modified.
- s) The rates quoted shall be mentioned in figures and in words. There should be no erasing or over-writing whatsoever.
- t) Sales Tax chargeable, if any, on replacement of parts, like compressors or motor etc. should be mentioned separately repeat separately, in the quotation proforma.
- u) The contractor will have to attend to AC Units 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 contract.

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 contractor would have 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 spares/repair may be quoted.

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

Copy to:-

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

QUOTATION PROFORMA

Maintenance contract for the maintenance of AirConditioners/ of the Department of Drinking Water Supply for 2007-08.

Name of the Tenderer (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 (i) the name of Govt. Semi Government organizations including undertakings whose AC units your firm has been maintaining (ii) the Number of AC 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 air-conditions of the Department of Drinking Water Supply from 17.08.07 to 16.08.08 in response to tender enquiry letter NO.D-11011/27/2007!DWS-II dated -----.

Maintenance rates per unit for the period from 17.08.07 to 16.08.07 (including repair/rewinding of motors/compressors (i) AC Window Mouted (ii) AC split	Rs. (Rupees)
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Charge for installation of new air-conditioners With fitting/fixture	Rs. (Rupees)
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Charge for dismantling of AC	Rs. (Rupees)
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Cost of the new compressor (ISI mark)	Rs. (Rupees)
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Cost of new motor (it should be ISI mark) (per unit)	Rs. (Rupees)
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Initial repairs as para 3 of the terms and conditions

1. Gas charging (P.U)	Rs.
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2. Rewinding reconditioning of Motors (P.U.)	Rs. (Rupees)
3. Rewinding of compressor (p.u.)	Rs. (Rupees)
4. 3 core wires (40/76) (p.m.)	Rs. (Rupees)
5. 3 core wires (70/76) (p.m.)	Rs. (Rupees)
6. 3 core wires (23/70) (p.m.)	Rs. (Rupees)
7. 3 core plug (15 amp) (per switch)	Rs. (Rupees)
8. special plug for minicircuit Beaker (per plug)	Rs. (Rupees)
9. Main switch (30 amp) (p. switch)	Rs. (Rupees)
10. Mini circuit beaker (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)
29. Heating element (if required)	Rs. (Rupees)
30. Relay Blower Cooper pipe Fan blade Bottom tray Internal wiring set (new) Condenser charge Cooling condenser	Rs. Rupees
31. Maintenance of water cooler	Rs. (Rupees)
32. Nitrogen gas pressure testing	Rs. (Rupees)

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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 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. INVe 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