

भारत सरकार
Government of India
विज्ञान और प्रौद्योगिकी मंत्रालय
Ministry of Science and Technology
विज्ञान और प्रौद्योगिकी विभाग
Department of Science and Technology
प्रशासन अनुभाग
Administration II (B) Section
Technology Bhavan, New Mehrauli Road
New Delhi-110 016

Tender No. - D- 13020/1/3/2010- Admn II (B)

Date: 14 Feb., 2011

To,

As per attached list

Sub: Limited Tender Inquiry for Comprehensive Maintenance Contract (MC) of Room Air Conditioners installed at DST, Technology Bhavan, New Delhi-16 for period of three years w.e.f. 01 Apr., 2011 to 31 Mar., 2014.

Dear Sirs,

For and on behalf of the President of India, sealed limited tenders are invited from firms whose names are given in the attached list for Comprehensive Maintenance Contract (AMC) of Room Air Conditioners installed at DST, Technology Bhavan, New Delhi-16 for period of three years w.e.f. 01 Apr., 2011 to 31 Mar., 2014 as per the attached schedule I.

2. In case your firm is interested in the above said work, you are requested to quote your lowest prices in the enclosed Proforma in a sealed cover. The sealed cover containing the bid should be super scribed "**Tender for Comprehensive Maintenance Contract (MC) of Room Air Conditioners installed in DST, New Delhi, not to be opened before 28th Feb., 2011**" and should be dropped in the tender box of Admin II (B) kept near the Reception of the Technology Bhavan **latest by 1500 hours** on or before the **28th Feb., 2011**. Sealed bids received within the closing time limit be opened on the same day at 1530 hrs in Raman Auditorium, WH Block in the presence of such tenderers who wish to be present. The Department reserves the right to accept or reject any quotation/ estimates without assigning any reason thereof.

3. Successful bidder will be required to submit a performance security deposit of an amount equivalent to 10% of gross contract value (on all inclusive basis, taxes, duties, service charges, freight, insurance etc. included) in the form of Demand Draft/ Fixed Deposit Receipt/ Performance Bank Guarantee from any Scheduled Commercial Indian Bank valid upto 30.05.2014. Unsolicited bids from parties not invited, if received, will be rejected straightway and will not be opened. No representation in this regard will be considered by the Department.

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4. Only those firms shall be eligible to participate un this tender who have successfully secured Registration Certificate from DST for this item on or before the tender opening date i.e. **28th Feb., 2011.** For registration with the Department, intending parties may refer to "Letter No.D-24012/ 1/ 1/ 2007 Admn II (B) dated 18 Sep., 2009 – Invitation for registration of contractors for comprehensive Annual Maintenance Contract (AMC) and other air-conditioning related works in DST, Technology Bhavan, New Delhi". The application forms for registration cited above & Limited Tender Enquiry Notice also be downloaded free of cost from the Department's website **<http://dst.gov.in/tenders>**.

5. Tendering firms fulfilling the requirements in this tender document are requested to quote their competitive lowest prices as per the requirements given in the attached schedules.

Yours faithfully,

(Rajiv Mahendru)
Under Secretary to the Govt of India
Tel: 26590349

Copy to: FICCI, DST: For posting the complete tender document on Department's website

IMPORTANT INFORMATION, GENERAL INSTRUCTIONS

And TERMS & CONDITIONS

Sl No.	Description	Contents
1.	Purchaser	THE PRESIDENT OF INDIA
2.	Single bid system	This tender will be processed in single bid system
3.	Firm and fixed rates	Prices should be quoted on net destination basis at DST and firm & fixed price basis. The prices/rates quoted should be indicated in words as well as in figures and in INR only. Request for enhancement of contracted rates shall not be considered under any circumstances. Tenders with variable prices or seeking provision for enhancement of prices/contracted rates during the currency of the contract shall be rejected straightaway without any consideration.
4.	Non-transferability	This tender is non-transferable.
5.	Terms & conditions	Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected as per the decision of this Department.
6.	EMD	Nil (Firms Registered with DST for this item are eligible to apply).
7.	Performance Security	Successful bidders awarded the work order for carrying out the jobs on the basis of this Tender Enquiry shall be required to furnish a Performance Security of the stipulated amount in the form of DD/ Pay order, Fixed Deposit Receipt (FDR) or Bank Guarantee from any Scheduled Commercial Indian Bank to be submitted within 15 days of the receipt of the Contract by them. The format for Performance Bank Guarantee (PBG) will be provided by DST along with the award of contract. In the event of failure on the part of the successful bidder awarded the Contract to furnish Performance Security, the contract awarded shall be cancelled. Non-submission of PBG in prescribed format or submission by other mode shall be viewed adverse performance which may further lead to de-registration/ suspension of business dealing with the Department.
8.	Prescribed Forms	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/ Fax/ E-mail/ Letterhead Quotations will not be accepted and ignored straightaway.
9.	Late/ delayed tenders	Tenders received late/ delayed after prescribed closing time due to any reason whatsoever will not be accepted under any circumstances.
10.	Time & date of receipt and opening of bids	In the event of any confusion, the time set in the clock in the room of Under Secretary (Admn.II-B) will be taken as standard and decisive. Tenderers may note that if the date of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same timing. In such an event the closing hours for receipt of tenders in DST will stand automatically extended up to 1500 hours of the next working day in the Central Government offices.

Signature of the bidder with stamp

Cont'd....04/-

Sl No.	Description	Contents
11.	Purchaser's right	Purchaser reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons.
12.	Purchaser's Address & Work site	The bid should be addressed to "Under Secretary, Admin II (B) Section, Department of Science & Technology, Technology Bhavan, New Mehrauli Road, New Delhi-16 and dropped in the Tender Box of Admn. II B Section kept near Reception Room at the entrance of Technology Bhavan, New Mehrauli Road, New Delhi on or before at 1500 hours on 28th Feb., 2011. In case the sealed envelope is larger than the mouth of the Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand to Under Secretary, Admn.II B or S.O. Admn II B, DST before expiry of the closing time.
13.	Duties & Taxes	Tenderers are requested to enclose a copy of their valid VAT registration Certificate and PAN Details.
14.	Inspecting Officer	Authorized representative of DST, New Delhi
15.	Inspection Authority	Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.
16.	Contract period	Three years from the date of commencement of contract. Prices during the currency shall remain firm & fixed.
17.	Dispatch instructions	Maintenance work shall be carried out at Technology Bhavan. The selected agency shall provide 1 or 2 Service Engineer/ Resident Engineer as per actual requirements. Any replacement of defective parts/ spare parts will be done only with written permission. For taking away such parts out of Technology Bhavan, proper markings & signatures of Estate Supervisor/ SO Admin II (B) should be obtained in indelible ink.
18.	Token Liquidated Damages	In case the firm does not complete the work within the work execution period as stipulated, action will be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses and not by way of penalty a sum equivalent to ½ % per week of the price of any stores which the contractor has failed to execute/ deliver/install within the stipulated time limit. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total contract price.
19.	Warranty	One year comprehensive from the date of completion of job. Any complaint shall be attended within a response time of 48 hours on 24X7 basis. Any defects in workmanship or deterioration in the quality or deviation to tender specifications coming to notice shall be rectified at site within 72 hours of the reporting of the same to the contractor. If system is required to be picked up and taken to contractor's premises for removing the defects, the same shall be picked up from the consignee latest by the next working day and dropped back to the consignee within 07 working days. Any component required to be replaced within the warranty period shall be totally new component and not reconditioned or repaired component.

Signature of the bidder with stamp

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Sl No.	Description	Contents
20.	Scope of Work	<p>The work includes</p> <p>a) Comprehensive Maintenance for 217 Air conditioners (As per Schedule I) owned by the department installed at various offices, blocks & halls in Technology Bhavan. The number may increase/ decrease from time to time.</p> <p>b) The contract shall include minimum one wet service and three dry services during the period of the contract.</p> <p>c) The contractor shall depute minimum one experienced service engineer/ supervisor/ mechanic at site from Monday to Friday who shall report to the concerned officer in charge on every day at 0900 hrs and remain in the office up to 1730 hrs or as required by the concerned officer. All complaints/ repairs shall be attended to within 24 hours, failing which the contractor will be required to provide requisite number of standby air conditioners at his own expenses. If urgent work is required of Saturday/ Sunday or a public holiday, contractor shall be duly intimated by DST and it will incumbent upon the contractor to carry the work on such Public Holidays.</p> <p>d) i) Routine Services : The routine services will include: Checking of motor, ground connection, checking of main plug connections, cleaning of blower & condenser fan, cleaning of air filter, cleaning of equipment, cleaning of evaporator and condenser coils, tightening of nuts & bolts, checking of cooling/ heating efficiency, checking of voltage stabilizers, cleaning of diffuser, grills etc. and also shall include supply of all parts and spares, gas, reconditioning of compressor, motor, thermostat, switches, filters etc.</p> <p>ii) Maintenance Services: Repair of compressor and its motor including rewinding/ replacement, repair/ replacement of fan motor, repair/ replacement of selector switch, starting/ running capacitor, starting relay, thermostat, etc.</p> <p>e) The contract shall exclude repair of voltage stabilizers, chassis, grills, reverse cycle valves/ conventional heating system, painting, change of installation location etc.</p> <p>f) Prior permission of concerned authority shall be taken for taking the air conditioners or air conditioners parts out of premises for repair, if any, and no extra charges shall be paid on this account.</p>
21.	General	<p>a) The firms/ contractors should be registered with tax department or any other agency which is entrusted with collecting the tax which is leviable on maintenance contract (TIN No. & PAN NO).</p> <p>b) The must be registered with the Department for this kind of job.</p>
22.	Validity of tender	Tender shall be kept valid for acceptance by DST for a period not less than 60 days after the tender opening date.
23.	Rates	<p>a) Rate should be quoted per unit basis in the enclosed Performa as per Schedule I attached with the tender document.</p> <p>b) During the entire period of the contract, no request for any increase in rates will be entertained.</p>

Signature of the bidder with stamp

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Sl No.	Description	Contents
24.	Award of contract	<p>a) The Department will award the contract to the tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price.</p> <p>b) Notwithstanding the above, the Department reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract.</p> <p>c) The tenderer whose rate is accepted will be notified of the award of contract by the Department prior to expiration of the tender validity period. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.</p>
25.	Terms of payment	<p>a) The contractor will submit the bill for payment on quarterly basis and after completion of each quarter.</p> <p>b) The Payment for AC where work was not attended due to any reason what so ever is will be deducted on pro rata basis from the bill submitted by contractor.</p>
26.	Submission, acceptance and rejection of tender	<p>a) A complete set of the tender document may be collected personally from Section Officer Admin II (B), Department of Science & Technology, New Delhi. Complete tender document is available on Departmental website: http://dst.gov.in and may be downloaded and used for submission of the bid. The envelop containing the quotation should be duly sealed and super-scribed as “Tender for Comprehensive Maintenance Contract (MC) of Room Air Conditioners installed at DST, Technology Bhavan, New Delhi-16 for period of three years w.e.f. 01 Apr., 2011 to 31 Mar., 2014. The sealed envelop should be dropped in the tender box kept [Tender Box Admin II (B)] near the reception of Technology Bhavan on or before 3.00 PM on 28th Feb., 2011 which will be opened on the same day at 3.30 PM in the presence of such tenderers who wish to be present.</p> <p>b) Tenders which are not complete in all respects are liable to be rejected.</p> <p>c) While submitting the tender for this work the tenderers will be deemed to have read, understood and accepted all the terms and conditions stated in the tender document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Enquiry, may be got clarified from DST at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted by DST.</p> <p>d) Tenderers will indicate the complete address of their firm/ office along with telephone numbers.</p> <p>e) Contract shall be awarded to the firm offering the lowest / net bundled price (Schedule wise) and not with reference to the lowest prices quoted for the sub-items. However, if prices for each & every item are not quoted, Net- bundled price offered shall not be accepted.</p>
27.	Inspection Authority & Inspecting Officer	Department of Science & Technology and Authorized representative of DST, New Delhi-16.
28.	Paying authority	Controller of Accounts or his authorized representative, Pay & Accounts Office, DST, New Delhi-110016

Signature of the bidder with stamp

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Sl No.	Description	Contents
29.	General terms & conditions	<p>a) The contractor shall observe all security provisions as applicable to the offices of the DST which comes under the security cover by the Home Ministry. Any violation shall be his responsibility.</p> <p>b) The tenderer shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of the Department.</p> <p>c) The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all the matters pertaining to the contract, including the arbitration clause.</p> <p>d) Acceptance of the tender by the Government shall be communicated to the successful tenderer by a formal letter of acceptance of tender.</p> <p>e) The firm must inspect the ACs/ conditions of ACs before submitting the tender.</p> <p>f) All Air Conditioners are to be maintained properly to ensure desired cooling/ heating effect.</p> <p>g) These units must be free from frosting and water accumulation.</p> <p>h) This contract is for comprehensive maintenance i.e. inclusive of replacement of spares, motor winding and overhauling of compressor to be done from the manufacturers, by replacement with sealed unit from the manufacturer/ authorized dealer.</p> <p>i) The firm has to provide stand by unit in case of removal of units for overhauling for major repairing.</p> <p>j) All the units are in working condition. In case in the opinion of the tenderer, any machine needs to be brought back to proper working order, same shall have to be done by the tenderer within the rate quoted within 15 days of start of contract period. In case of failure to bring the machine to proper order within stipulated period, damages/ penal charges shall be applicable.</p> <p>k) The firm must be authorized dealer/having authorized workshop of at least any two make of AC as mentioned in schedule (should submit the authorization).</p> <p>l) The firm should maintain a log book of each & every complaint of air conditioner and obtain satisfactory report from the officer concerned.</p> <p>m) The firm should instruct its representative to sign the attendance register maintained in DST on daily basis.</p>

Signature of the bidder with stamp

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Sl No.	Description	Contents
30	Termination of contract	i) On expiry of period given in the contract. Further, the contract can be terminated at any time during the currency due to bad/ delayed performance established on the part of the contractor or any such material complaints. ii) The contract can be terminated at any time by giving a Notice of three months in advance from either party, without assigning any reason. Any complaints pending on the day of giving notice & also the expiry of the Notice served shall have to be attended to in accordance with the terms & conditions of the contract.
30	Applicable law	The resultant contract shall be interpreted in accordance with the laws of Union of India. Settlement of disputes, if any, emanating from resultant contract shall be subject to jurisdiction in Delhi.
31	Disputes	Any disputes/ differences arising shall be settled through arbitration. The purchaser and contractor shall first try to resolve the differences/ disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either the purchaser or the contractor shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.
32	Tender fee	Nil

Certificates:-

- i) I/ we (including all partners) certify that I/ we have read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them.
- ii) I/ we certify that the information given is true to the best of my/ our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage. I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with Government Departments or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by DST/ Government.

Signature of the bidder with stamp

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LTI No. D- 13020/1/3/2010- Admn II (B) dated 14 Feb., 2011
Comprehensive MC of Room Air Conditioners installed at DST, Technology Bhavan, New Delhi-16 for period of three years w.e.f. 01 Apr., 2011 to 31 Mar., 2014.

1. Name of the firm:
2. Registration Number allotted by DST:
- a. **For 12 Months Duration (Per Annum)**

Sl No.	Description of item	Unit	Rate for each unit in Rs.	Qty	Total Amount in Rupees
1.	Comprehensive Annual Maintenance of window air conditioner of various make upto 2.5 Tons capacity	No.		114	
2.	Comprehensive Annual Maintenance of Split air conditioner of various make upto 2.5 Tons capacity	No.		68	
3.	Comprehensive Annual Maintenance of Tower air conditioner of various make upto 2.5 Tons capacity	No.		14	
4.	Comprehensive Annual Maintenance of cassette air conditioner of various make upto 2.5 Tons capacity	No.		02	
5.	Comprehensive Annual Maintenance of cassette air conditioner of various make above 2.5 Tons to 4.5 tons capacity	No.		05	
	Total number of air conditioners			203	

- b. **For partial period (after warranty) (on prorata basis)**

Sl No.	Description of item	Unit	Rate for per unit in Rs. per annum	Qty	Period for which MC is required	Total Amount in Rupees for partial period
1.	Comprehensive Annual Maintenance of Split air conditioner of various make upto 2.5 Tons capacity	No.		12	11 Months	
2.	Comprehensive Annual Maintenance of Split air conditioner of various make upto 2.5 Tons capacity	No.		02	05 Months	

Total No. of A/Cs of various make & capacities: 203+14= 217

- c. **Total Amount:-**

Sl No.	Description of item	Amount is Rs.
1.	Total bundled price at (a) above for 203 air conditioners	
2.	Total bundled price at (b) above for 14 air conditioners	
3.	Total (1+2) above for 217 air conditioners	
4.	VAT/ CST	
5.	Service tax	
6.	Grand total	

****** : Taxes and other terms and conditions of the quotations also be included in the schedule.

Signature of the bidder with stamp

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List of firms:-

01	M/S MAINTENANCE CORPORATION 1735/2, SHER SINGH BAZAR KOTLA MUBARAKPUR NEAR NDSE PT-I, NEW DELHI	02	M/S AIR EXCEL 41, NATIONAL PARK LAJPAT NAGAR, NEW DELHI
03	M/S G K REFRIGERATION 60-H, ARJUN NAGAR SAFDARJUNG ENCLAVE NEW DELHI-110029	04	M/S ACE UTILITIES 259, HOG MARKET, RAJENDRA PLACE NEW DELHI
05	M/S BEAUTY ENTERPRISES 72, AJIT ARCADE KAILASH COLONY NEW DELHI-110048		Nil

**** Note:-** Only those firms shall be eligible to participate un this tender who have successfully secured Registration Certificate from DST for this item on or before the tender opening date i.e. **28th Feb., 2011.** For registration with the Department, intending parties may refer to "Letter No.D-24012/ 1/ 1/ 2007 Admn II (B) dated 18 Sep., 2009 – Invitation for registration of contractors for comprehensive Annual Maintenance Contract (AMC) and other air-conditioning related works in DST, Technology Bhavan, New Delhi". The application forms for registration cited above & Limited Tender Enquiry Notice also be downloaded free of cost from the Department's website <http://dst.gov.in/tenders>.