

**No. F. 4-6/2010-S&S**

Government of India

Ministry of Human Resource Development

(Department of Higher Education)

New Delhi, the 31<sup>st</sup> August, 2010.

**Subject:** Maintenance/upkeep/Serviceing/repair of Air-conditioners/Water Coolers/ Desert Coolers/Room Coolers/water pouring in coolers and purchase of Voltage Stabilizers etc. in the Department of School Education & Literacy and Department of Higher Education under the Ministry of Human Resource Development - regarding.

Sealed quotations are invited for All-in-Service Maintenance Contract in respect of all models and brands of Air-conditioners/Water Coolers/Desert Coolers/Room Coolers and for the job work of 'filling of water' in the Desert and Room Coolers and purchase of voltage stabilizers etc. in the Department of School Education & Literacy and Department of Higher Education under Ministry of Human Resource Development.

**1. Instructions to the tenderers**

Quotations will be invited in two bid system (i) Techno-Commercial Bid & (ii) Price Bid. The 'Techno-Commercial Bid' will be made and put in the first envelope containing the title 'Techno-Commercial Bid'. It should contain full information as required in Annexure-I. The 'Price Bid' will be made and put in a second envelope containing the title 'Price Bid'. It could include full information as required in Annexure - II. Both bids should be put in a third envelope which should be prominently super-scribed as **"Maintenance/upkeep/Serviceing/repair of Air-conditioners/Water Coolers/ Desert Coolers/Room Coolers/water pouring in coolers and purchase of Voltage Stabilizers**



**etc. in the Department of School Education & Literacy and Department of Higher Education under the Ministry of Human Resource Development** and addressed to "Under Secretary (S&S), Department of Higher Education, Room No. 123 C, Shastri Bhavan, New Delhi - 110 001", and put in 'Tender Box placed at Information & Facilitation Centre, Ministry of Human Resource Development, Gate No.6, Ground Floor, Shastri Bhawan, New Delhi- 110001 on or before 15-9-2010 till 3.00 PM. The tenders will be opened on the same date at 3 30 PM.

## **2. Period of Contract**

The contract will be for a period of one year which can be extended further subject to satisfactory performance of the contractor and will also depend upon the price trend for the services/products in the market on the date of extension.

## **3. Scope of Work**

- (i) The 'maintenance contract' shall be **comprehensive in nature** and shall, therefore, essentially include oiling, cleaning, greasing, servicing and repairs/fixing/replacement of any or all parts of the equipment/gadgets concerned during the currency of the contract at the exclusive risk, responsibility and the cost of the contractor. The rate shall also include cost of all parts/repairs/replacements such as Filter, Cooling Coil, Condensing Coil, electrical accessories. This shall also include carrying out pressure leak testing including vaccumising the system at a maximum temperature of 120 F to 150 F / Liquid line strainer and overload protective devise, gas charging, repair of Remote PCB, cutting and welding, repair & replacement of "ON" & "OFF" switches and knobs, laying of water-proof cost in the leaking water tank & replacement of pads, water distribution system & channel (in Desert. Room coolers), oscillating regulators, switch regulators, oscillating grany, bearings of fans & rewinding of compressors/motor fans of Air-conditioners, rewinding of burnt motors, cooler pumps, rewinding of motors of fans & coolers, replacement



with new condensers, capacitors, thermostats, bushes, etc, and replacement, fixing of electrical accessories like MCB Plugs (for ACs & water coolers), cable, wire, plug and any other essential related spare parts/items that are necessary for the efficient and smooth running of the gadgets in question. Bidders are, accordingly, instructed to quote the all-inclusive rates per machine (per unit) for the maintenance of the gadgets, apparatus during the whole of the period of contract.

- (ii) The rates to be approved on the basis of quotations shall be valid for the whole of the period of contract and no upward revision will be allowed during the period of contract under any circumstances. In a nutshell, it shall be the responsibility of the successful tenderer to carry out the requisite servicing and all sorts of repairs and also to provide proper replacements for the damaged / worn- out parts, etc. that are very much essential for the proper maintenance / upkeep of the gadgets concerned throughout the period of contract. **The Department shall bear no cost for anything whatsoever after these equipment/gadgets, etc. are handed over to the successful tenderer and subsequently taken over by him from the outgoing contractor.**
- (iii) As for the major items of repair, which do not generally form part of the maintenance the Department reserves the right to entrust the respective job work to the contractor or to any other outside agency on the basis of estimates obtained in this regard. In the event of the motors/compressors, etc. being declared/found by the contractor irreparable or unserviceable, the department shall have the right to get these spare parts inspected by any qualified firm/person and after satisfying itself that these spares are irreparable/ unserviceable the Department shall take a decision with regard to getting the job of replacement of these spare parts with new ones either through the approved contractor or the company concerned against an estimate that may be required to be submitted by the firm in this regard. The term 'maintenance' does not also cover the replacement of tanks and shutters in the desert coolers.



- (iv) No extra payment, whatsoever, on account of mishandling by the contractor of the equipments or damage by the contractor or otherwise will be made to the contractor except the all-inclusive rates and the rates permitted under this contract. It shall be the responsibility of the successful tenderer to make all the AC/Coolers etc concerned work/run satisfactorily throughout the period of contract.
- (v) The work will have to be carried out in the premises of the Departments, the offices of which are located in Shastri Bhavan, Curzon Road Barracks, and Jeevan Deep Building. The gadgets in question installed at the residential offices of Ministers in the Ministry/Department are also covered under the contract. Only such work which is not possible for execution in the premises of this Department shall be allowed to be carried out in the workshop of the firm. In any case no Air conditioner/water cooler/desert cooler, etc. or any other items/part thereof shall be allowed to be taken out of the premises of the Department without formal permission of the Department. **The items taken out of the premises of this Department to the workshop of the firm will have to be brought back within three days, failing which the cost of the machine and/or parts thereof will be recovered from the firm without any notice.** The charges for transporting these gadgets from the premises of this Department to workshop and back and for the labourers engaged for this work shall have to be borne by the successful tenderer himself.
- (vi) The firm awarded the work will be required to depute adequate number of well - experienced service engineers/mechanics/helpers, who will also remain available in the premises of this Department. in order that all urgent calls besides day-to-day checking of the machines during the currency of contract are promptly attended to. It shall be obligatory on the part of the contractor to depute **at least one qualified Service Engineer and two Mechanics** to this Department on all working days throughout the period of contract from 9.00 A.M. to 6.30 P.M. To meet exigencies, the Department shall within its competence to requisition the



services of the mechanics/electricians deputed by the contractor, shall utilize the services beyond the working hours, including Saturdays/Sundays/ holidays. Neither payment nor any additional remuneration shall, however, be made for this purpose.

- (vii) The successful tenderer shall employ and depute sufficient number of labourers for carrying out the work of "filling of water" twice during the day - once in the forenoon session & once during the afternoon - in the desert/room coolers provided in the offices of this Department located in Shastri Bhavan, Curzon Road Barracks, Jeevan Deep Building and at the residential offices of Ministers.
- (viii) It may noted that during the currency of the contract, all the units of the gadgets concerned are required to be maintained in perfect working condition with the requisite fitting parts, accessories, etc. and by carrying out repairs, wherever necessary, within the all-inclusive maintenance rates tendered. It shall be the responsibility of the contractor to make all the gadgets work satisfactorily and to carry out the job of 'filling of water in desert/room coolers' throughout the period of contract to the satisfaction of the Department.
- (ix) It shall also be the responsibility of the approved contractor to periodically inspect/check all the gadgets/apparatus that are under the 'maintenance period', so as to ensure their smooth and satisfactory functioning. The contractor shall also obtain a certificate from the 'user Sections/officers at least once in a month to the effect that the said apparatus are working satisfactorily during the month in question. If any of the gadgets/equipment covered under this 'maintenance contract' remains out of order for want of repairs, etc. for more than four days in a row, or if the Department has sufficient reasons to infer/conclude that the gadget concerned have not been properly maintained and serviced by the Contractor, a reasonable proportionate deduction will be made from the charges due to the contractor firm. The decision of the department as regards the 'reasonableness of deduction' shall be final and binding on the Contractor.



4. **Eligibility Conditions :-**

- (i) PAN No.
- (ii) Service Tax No.
- (iii) VAT No.
- (iv) Experience of two years in Govt./PSU Sector in the relevant field.
- (v) Annual turnover of the firm with proof (Rs. 10 lakh for 2 years)
- (vi) Income Tax return for last 2 years
- (vii) Service Tax, Challan & return Copy for last 2 years
- (viii) VAT return & Challan copy for last two years.
- (ix) The above information must be furnished in Techno-Commercial Bid as at Annexure – I.
- (x) It must be noted that in order to be eligible to participate in the bid a tenderer must quote rates for all the items mentioned in the Price Bid, failing which bids will be rejected. Part quotation will not be permitted.

5. **Evaluation of Bids**

**Note:** Quotations should be in two bid system (i) Techno-Commercial Bid & (ii) Price Bid. The 'Techno-Commercial Bid' will be made and put in the first envelope containing the title 'Techno-Commercial Bid'. It should contain full information as required in Annexure-I. The 'Price Bid' will be made and put in a second envelope containing the title 'Price Bid'. It could include full information as required in Annexure – II. Both bids should be put in a third envelope which should be prominently superscribed as “Maintenance/upkeep/Servicing/repair of Air-conditioners/Water Coolers/ Desert Coolers/Room Coolers/water pouring in coolers and purchase of Voltage Stabilizers etc. in the Department of School Education & Literacy and Department of Higher Education under the Ministry of Human Resource

**Development**". In the event of this procedure not being followed, the bid will be summarily rejected.

- (i) The Techno-Commercial Bid will be evaluated first.
- (ii) The Price Bid will be evaluated only if the tenderer's Techno-Commercial Bid is found satisfactory in all respects by the tender committee. The tenderer will have no rights whatsoever to insist that his Price Bid be evaluated in the event of the tender committee rejecting his Techno-Commercial Bid as unsatisfactory.

#### **6. Earnest Money Deposit**

The quotations should be accompanied by Earnest Money Deposit of Rs 20,000/- (Rupees Twenty Thousand only ) in the form of Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the commercial banks in an acceptable form, drawn in favour of Pay & Accounts Officer(Education), Department of Higher Education, Shastri Bhawan, New Delhi -- 110001, without which the quotations will not be considered. The earnest money will be returned to all the unsuccessful tenderers after finalization of the Contract. Format of Bank Guarantee for EMD is enclosed at Annexure - III.

#### **7. Performance Guarantee (Security Deposit)**

The successful bidder shall give **performance security in the form of Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank amounting to 5% of the total contract value** in favour of the Pay & Account Officer (EDU), Department of Higher Education, Shastri Bhawan, New Delhi-110001. Performance Security should remain valid for a period of sixty days beyond the date of completion of all contractual obligations of the supplier including warranty obligations. The Security Deposit will be refunded only after the expiry of the contract. This deposit is liable to be forfeited, if during the period of contract the services of the contract are found to be unsatisfactory in any respect, and/or if any of the conditions of the contract is contravened/breached, and/or towards any damage caused due to negligence of the contractor or his employees. This forfeiture will be in addition to

any action by the Department that the contractor firm may invite upon themselves due to any of the reasons specified above. A format of Bank Guarantee for security deposit is enclosed at Annexure – IV

#### **8. Other terms and conditions**

- (i) The contract will be initially for a period of one year extendable on year to year basis for a maximum period of two years from the date of award subject to satisfactory performance of the contractor. During the contract period, no increase in rates will be allowed, and contract once accepted would not be permitted to be withdrawn during the period without sufficient cause. The contract may be extended further for a further period of one year (hereinafter referred to as the 'first extension') based on satisfactory performance of the contractor, and a second extension may be considered based on satisfactory performance of the contractor during the first extension. No further extension will be granted, unless the same is imperative in view of emergent circumstances. This Department, however, reserves the right to terminate the contract at any time, if the services of the successful tenderer are not found to be satisfactory. The decision of the Department will be final and binding on the firm in this regard. The firm will have to carry out the work during the above period at the rates that may be approved on the basis of the quotations. If for any reason, the firm is not able to do so, the work shall be got done from some other firm/or from open market at the cost of the approved contractor, and the expenditure so incurred therein shall be recovered from him. This may even entail the termination of the contract and forfeiture of the security deposit.
  
- (ii) The job of maintenance shall be entrusted on the basis of all inclusive rate contract on "As is where is" basis on competitive rates

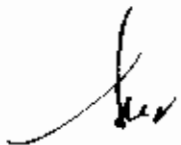
- (iii) The contractor firm will be entirely responsible for any loss caused to Government by way of inflicting any damage to these gadgets or to any other Government property as a result of negligence or carelessness on the part of the contractor firm or its employees. The financial or any other loss caused to/suffered by the Government on this account shall be made good by the contractor, and the decision of the undersigned in the context shall be final and binding on the contractor.
- (iv) In case the contractor fails to cope up with the work load or doesn't render satisfactory services or dishonours the contract in any way, the contract awarded shall be liable for outright cancellation /termination, without assigning any reasons thereof, and the security deposit and payment due to him, if any, shall also be forfeited. The Department is free to entrust the job to any other firm/party at the risk and expenses of the defaulting contractor. In this connection, decision of the authority competent in the Department shall be final and binding on the contractor.
- (v) No advance payment will be made under any circumstances. Subject to the satisfactory performance of the contractor, payment will be made on quarterly basis to him. The contractor will hand over all gadgets/machines concerned after proper cleaning, etc. i.e. in perfect working condition to the Department/to the next contractor as the case may be after the expiry of the contract period failing which action as deemed appropriate by the Department will be taken. The pre-receipted invoices required to be submitted for claiming these payments should be accompanied with the 'certificates' obtained from 'users' as an evidence/in support of the 'satisfactory' functioning/working of the gadgets/apparatus concerned and/or the jobworks carried out by the Contractor firm as per the instructions of the Department.

- (vi) Rates per unit, etc. should be quoted on separate sheet duly signed by the proprietor and stamped by the firm. A sample format has been given in the Annexure to this letter. You are also advised to quote rates per unit/item separately, in respect of miscellaneous items of jobwork indicated in the said **Annexure-II**. The rates quoted shall be mentioned by the tenderer both in figures and words. There should be no erasing or over-writing whatsoever. Additional information, if any, having relevance on the subject may also be furnished in the quotation.
- (vii) **The quotation shall also contain the details of frequency of services, etc. and any other information relevant on the subject. A specific mention must also be made in your quotation to the effect that the terms and conditions mentioned above are acceptable to your firm, in full. The tenderers are also required to attach copies of the latest Income-tax Return; annual turnover of Rs. 10.00 lakh in the years 2008-09 and 2009-10; past experience document in support of satisfactory completion of similar type of work having been executed in various government Ministries/Departments, semi-government organizations including public sector undertakings. They are also required to indicate the Service Tax Registration Number of their firm and PAN No. with the quotation.**
- (viii) The undersigned reserves the right to accept or reject any or all quotations, without assigning any reason thereof. The Department also reserves the right to renew the contract on the same terms and conditions for such period(s), as it may deem necessary, taking into account, of course, the performance of the contractor during the currency of the contract.
- (ix) The Nos. of gadgets may increase or decrease at the discretion of the Competent Authority and payment will increase or decrease accordingly.



In case any new office at a new location is added, this contract will deemed to be applicable in that new office also.

- (x) Any sum of money due and payable to the contractor, including the Security Deposit, under this contract shall be appropriated by this Department or by any other person(s) contracting for and on behalf of the President of India, and set off against any claim to this Department and of such persons(s) for the payment of a sum of money arising out of other or under any contract with this Department or such persons.
- (xi) Bidders are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending in their quotation, as no change or violation of the aforesaid terms and conditions are permissible once the quotation is accepted by this Department. The successful tenderer will be required to sign a copy of the tender in token of having accepted the terms and conditions. Bidders are further advised to send a pre-receipted challan/invoice along with their quotation so as to facilitate early refund of the Earnest Money Deposit in the event of non-acceptance/rejection of your quotation.
- (xii) Techno-Commercial Bid in Annex-I & Price Bid in Annex-II is required to be filled up completely.
- (xiii) This department reserves the right to terminate the contract any time without assigning any reasons. The decision of the department will be final.
- (xiv) This department reserves the right to accept or reject any or all quotations without assigning any reasons.
- (xxiii) The work inter-alia will include the following:



- (a) ACs will be cleaned and wet serviced thrice during a year. The first servicing would be done on 15 March and second on 15 July, and the third on 15 November.
- (b) Room coolers/Desert coolers will also be cleaned & serviced twice a year. Pads will be changed twice in a year. The first change would be on 31 March and the second change would be on 15 July. Inner side of coolers will be wiped and cleaned once in two months. In order to avoid dengue and other mosquito breeding, contractor will spray kerosene/chemicals in the coolers once every week.
- (c) Contractor will maintain the list of ACs and room coolers/desert coolers and will obtain the signature of officers/employees wherever these are cleaned and serviced. This list will be enclosed while claiming the payment. No payment will be made without this signed list.
- (d) Penalty of Rs. 300/- per AC and Rs. 200/- for each cooler will be imposed for non servicing and cleaning of ACs and coolers on the due dates.

Yours faithfully,



(S.K. MISHRA)

UNDER SECRETARY TO THE GOVERNMENT OF INDIA

Tele. No. 23073109

**Copy to :-**

1. Programmer CMIS for uploading on the web side of the Ministry.
2. As per the list enclosed.



**TECHNO-COMMERCIAL BID**

Sl. No.	Description	Documents attached	Page No.
1.	Name of the firm		
2.	Business address of the firm		
3.	Telephone No.		
4.	Mobile No.		
5.	Annual turnover of Rs. 10.00 lakhs of the firm with proof during last 2 years 2008-2009 2009-2010		
6.	PAN No. TIN No. VAT No. (Enclosed 2 years return & challan copy)		

(Sign. & seal of contractor)



7	15 digits Service Tax Code Number with last 2 years challan & returns copy		
8	Certificates from Ministries/ Departments/PSUs of the details of the past experience of 2 years in similar field.		
9.	List of current clients to whom the firm is rendering its services with certificates from them (Please enclose).		
10.	Copy of Performance certificates issued by reputed customers.		
11.	Copy of the Income Tax Return for last two years.		
12.	The earnest Money of Rs. 20,000/- (Rupees Twenty thousand only) through a Demand Draft / Pay Order.	Bank: No.:	Date:

(Sign. & seal of contractor)



PRICE BID

Sl. No.	Description of work/jobwork	Number of Units (Approximate)	Rates per unit * (in Rs.)
1)	Maintenance of Air-conditioners of window type (of all makes/models)	180	
2)	Maintenance of Air-conditioners of split type (of all makes/models)	125	
3)	Room Coolers (Maintenance)	5	
4)	Desert Coolers (Maintenance)	50	
5)	Water Coolers (Maintenance)	13	
6)	Charges for pouring water in coolers	As per requirement	

(\* ) The rates approved per unit of the gadget, concerned are for the whole of the period of the contract. **Rates should be all inclusive and comprehensive in nature.** Numbers of gadget may increase or decrease.

<b>B. MISCELLANEOUS ITEMS (**)</b>		
1.	Providing new Compressor with gas charging for all makes/models of window type AC (Original Company brand i.e. Tecumseh/ Kirlosker or equivalent)	
2.	Providing new Compressor with gas charging for all makes/models of split type (Original Company brand i.e. Tecumseh/ Kirlosker or equivalent)	

(Sign. & seal of contractor)



3.	Installation of split AC	
4.	Only gas charging for split AC	
5.	Installation of window AC	
6.	New pumps of Desert Cooler/Room Cooler with good quality. (ISI make only)	
7.	New motor of Desert Cooler/Room Cooler with good quality. (ISI make only)	
8.	Voltage Stabilizer 4 KVA (3 Step) (Logicstat/Bluebird)	
9.	Voltage Stabilizer 5 KVA (3 Step) (Logicstat/Bluebird)	
10.	Remote (Handset) of Split ACs (Original Company make)	
11.	Remote (Handset) of Window ACs (Original Company make)	
12.	Copper pipe (Standard Quality) Both pipes inclusive i.e. ½" & ¼" Copper pipes + drain pipe with complete insulation and PVC cover <b>(Rate per meter for all these combined).</b>	
13.	Iron stand for fixing the outdoor unit (one set)	
14.	3 core wire (70/76) for ACs (per mts.) (ISI make only)	
15.	Drain pipe 15 MM (per mts.) If only drain pipe length is more than item No. – 12 length.	

(\*\*) **The rates approved indicate the per unit rate of the gadgets concerned**

**(Sign. & seal of contractor)**



MODEL BANK GUARANTEE FORMAT FOR FURNISHING EMD

Whereas

.....  
(hereinafter called the "tenderer")  
has submitted their offer dated  
.....

.....  
(hereinafter called the "tender")  
against the purchaser's tender enquiry  
No.....  
KNOW ALL MEN by these presents that WE  
.....  
of ..... having our  
registered office at..... are bound  
unto.....

(hereinafter called the "purchaser")  
In the sum of  
.....  
for which payment will and truly to be made to the said Purchaser, the Bank binds itself,  
its successors and assigns by these presents. Sealed with the Common Seal of the said  
Bank this..... day of ..... 2010.

THE CONDITIONS OF THIS OBLIGATION ARE.

- (1) If the tenderer withdraws or amends, impairs or derogates from the tender in any respect within the period of validity of this tender.
- (2) If the tenderer having been notified of the acceptance of his tender by the Purchaser during the period of its validity:-
  - (a) If the tenderer fails to furnish the Performance Security for the due performance of the contract.
  - (b) Fails or refuses to accept/execute the contract.

WE undertake to pay the purchaser up to the above amount upon receipt of its first written demand, without the Purchaser having to substantiate its demand, provided that in its demand the Purchaser will note that the amount claimed by it is due owing to the occurrence of one or both the two conditions, specifying the occurred conditions or conditions.

This guarantee will remain in force up and including 45 days after the period of the tender validity and any demand in respect thereof should reach the Bank not later than the above date.

.....  
(Signature of the authorized officer of the Bank)  
.....

.....  
Name and Designation of the officer  
.....

.....  
Seal, name & address of the Bank and address of the Branch

MODEL BANK GUARANTEE FORMAT FOR PERFORMANCE SECURITY

To  
The President of India

WHEREAS

.....  
.....(name and address of the supplier)  
(hereinafter called "the supplier") has undertaken, in pursuance of contract  
no.....dated ..... to supply (description of  
goods and services) (hereinafter called "the contract").

AND WHEREAS it has been stipulated by you in the said contract that the  
supplier shall furnish you with a bank guarantee by a scheduled commercial recognized  
by you for the sum specified therein as security for compliance with its obligations in  
accordance with the contract;

AND WHEREAS we have agreed to give the supplier such a bank guarantee.

NOW THEREFORE, we hereby affirm that we are guarantors and responsible to  
you, on behalf of the supplier, up to a total  
of..... (Amount of the guarantee in  
words and figures), and we undertake to pay you, upon your first written demand  
declaring the supplier to be in default under the contract and without cavil or argument,  
any sum or sums within the limits of (amount of guarantee) as aforesaid, without your  
needing to prove or to show grounds or reason for your demand or the sum specified  
therein.

We hereby waive the necessity of your demanding the said debt from the supplier  
before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms  
of the contract to be performed thereunder or of any of the contract documents which  
may be made between you and supplier shall in any way release us from any liability  
under this guarantee and we hereby waive notice of any such change, addition or  
modification.

This guarantee shall be valid until the..... day of .....,  
20.....

.....  
(Signature of the authorized officer of the Bank)

.....  
Name and designation of the officer

.....

.....  
Seal, name & address of the Bank and address of the Branch

