सं.13/3/2016 – प्रशासन

GOVERNMENT OF INDIA/भारत सरकार

MINISTRY OF MINES/खान मंत्रालय

(ADMINISTRATION SECTION/प्रशासन अनुभाग)

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Shastri Bhavan, New Delhi.
Dated: the **7th March, 2017**.

TENDER DOCUMENT

For award of annual contract for maintenance/repair of Air-conditioners (Window/Split), water dispensers and water coolers belonging to Ministry of Mines.

BRIEF INFORMATION ON BID DOCUMENT

1.	Tender No.	No.13/3/2016 - Admn.
2.	Duration of Contract	Upto **31.10.2017** from the date of award of contract in respect of Air-conditioners (Window/Split), water dispensers and water coolers.
3.	Last date and time of submission	1200 Hours on **28.03.2017**
4.	Date of Opening of Bids	1500 Hours on 29.03.2017
5.	EMD	Rs.10,000/- (Rupees Ten thousand only)
6.	Cost of Tender document	NIL
7.	Total Number of pages of Tender Document	13
8.	Address and Venue for the submission of Tender document	Tender Box kept at Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.

सं.13/3/2016 – प्रशासन

GOVERNMENT OF INDIA/भारत सरकार

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(ADMINISTRATION SECTION/प्रशासन अनुभाग)

****

Shastri Bhavan, New Delhi.
Dated: **the 7th March, 2016.**

NOTICE INVITING TENDER

Maintenance/repair of Air-conditioners (window/split), water dispensers and water coolers belonging to Ministry of Mines

SEALED tenders on behalf of the President of India, are invited under Single Bid System from reputed/registered, experienced Companies/Firms/Agencies dealing in repair/maintenance of Air-conditioners (Window/Split) for award of Annual Maintenance Contract for the maintenance/repair of Air-conditioners [Window – 50, Spilt – 48] [30 water dispensers] & [1 water cooler] installed in the Shastri Bhawan and its office located at CGO Complex on the terms and conditions enumerated in the following paragraphs. The period of Annual Contract for maintenance/repair of Air-conditioners (Window/Split), water dispensers and water coolers will be valid upto **31.10.2017** from the date of award of the contract.

2. The complete Tender Document can be downloaded from the website of **this Ministry** (**http://mines.nic.in**) and **http://eprocure.gov.in/cppp/**

3. The **Earnest Money Deposit** (EMD) of Rs.**10,000/-** (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the **quotation** of the Firm in the form of Demand Draft/Pay Order drawn in favour of "Pay & Accounts Officer, Ministry of Mines, New Delhi", (**failing which the tender shall be rejected summarily**) along with other requisite documents has to be submitted in the Tender Box kept at the Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.

4. **The last date of receipt of tender is 28th March, 2017 AT 1200 HOURS.**

5. The bids will be opened by the Tender Opening Committee of the Ministry on the same day i.e. **29th March, 2017** at 1500 hours.

(M.S. Kasottia)
Under Secretary to the Government of India
Email: man.kasottia@gov.in
Tel. No.23073046

No.13/3/2016 – **प्रशासन**/ Admn.

Government of India/**भारत सरकार**

Ministry of Mines/**प्रशासन अनुभाग**

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INSTRUCTIONS TO THE BIDDERS

1. GENERAL INSTRUCTIONS

1.1 For the Bidding/Tender Document Purposes, the Ministry of Mines shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/ or Bidder or interchangeably.

1.2 The tender document can be downloaded from the websites of this Ministry **(http://mines.nic.in)** and **http://eprocure.gov.in/cppp/**

1.3 **While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.**

1.4 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are **liable to be rejected.**

1.5 For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to the Ministry of Mines. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.

1.6 The contract shall be awarded to the selected bidder on fixed rates for maintenance repair of Air-conditioners (Window/Split), water dispensers and water coolers upto 31.10.2017 from the date of the award of the contract.

1.7 The rates may be quoted as per Annexure-I, Taxes (VAT, Service Tax) if any, may be specifically and separately indicated in the quotation. In case of no separate mention of VAT/Service Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

2. MINIMUM ELIGIBILITY CRITERIA

2.1 The following shall be the minimum eligibility criteria for selection of bidders at bid stage of the bidding process;-

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Under Secretary
Ministry of Mines
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New Delhi

(a) Experience: The Bidder shall have experience in the similar field in the Ministries/Departments/ Government Organizations for the last three (3) years in atleast 3 Ministries/Departments of Govt. of India.

2.2 Documents supporting the Minimum Eligibility Criteria to be attached with bid document:

(1) In proof of having fully adhered to minimum eligibility criteria at 2.1(a), following documents shall be acceptable with the bid documents:

(a) Self-attested copy of PAN Card/TIN number;

(b) Self-attested copy of VAT Registration Certificate;

(c) Self-attested copy of Service Tax registration Certificate;

(d) Self-attested copies of the award letter from 3 Ministries/Departments/Govt. Organizations for the last three (3) years.

(e) Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.

3. EARNEST MONEY DEPOSIT:

3.1 The units registered with Central Purchase Organization (DGS&D), National Small Industries Corporation (NSIC) or the concerned Ministry of Department shall be exempted from the payment of Earnest Money as defined under Rule 157 of General Financial Rules (GFR), 2005. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.

3.2 In case the unit is not covered under 3.1 above, it shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of **Rs.10,000/- (Rupees Ten thousand only)** in the form of Demand Draft/Pay Order drawn in favor of "Pay & Accounts Officer, Ministry of Mines, New Delhi" **failing which the tender shall be rejected out rightly**.

3.3 Any request by the bidders to consider their EMD furnished by them to Ministry of Mines for any other contract/tender cannot be considered as EMD for this tender.

3.4 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

3.5 No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.

3.6 The EMD may be forfeited in the following cases:

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(i) If the bidder fails to accept the award letter based on his offer (bid) and within the prescribed time;

4. VALIDITY OF BIDS

4.1 Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids;

5. PREPARATION OF BIDS

5.1 **Language:** Bids and all accompanying documents shall be in English or in Hindi.

a. Earnest Money Deposit of Rs.10,000/- (Rupees. Ten thousand only)

b. All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -2 above.

6. SUBMISSION OF BIDS

6.1 The Bidding Firms have to submit the tenders in the prescribed proforma. The interested agencies are advised to submit sealed envelopes super-scribing **"Tender for maintenance/repair of Air-conditioners, water dispensers and water coolers in Ministry of Mines" on envelop,** and drop the same in the Tender Box kept at the Information & Facilitation Centre, Ministry of Mines, Garage No.23, Shastri Bhawan, New Delhi.

6.2 The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the bid of the agency in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Ministry of Mines, New Delhi **failing which the tender shall be rejected summarily.**

6.3 The Bid shall be submitted not later than **1200 hours of 28.03.2017** addressed to "Under Secretary (Administration), Ministry of Mines, Shastri Bhawan, New Delhi. Bids must be submitted within date and time stipulated in the Tender Document.

6.4 No Bid shall be accepted after the specified date and time.

6.5 The tender shall be completed in all respect and should be **signed with date by the Authorized Signatory of bidder with company stamp on all the pages of this tender**.

6.6 The Ministry has the right to cancel the tender process at any time without assigning any reason.

7. BID OPENING PROCEDURE

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7.1 The Bids shall be opened on **29.03.2017 at 1500 hours** by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.

7.2 Absence of bidder or their representative shall not impair the legality of the opening procedures.

7.3 Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid.

7.4 The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.

8. RETURNING OF EARNEST MONEY DEPOSIT (EMD)

8.1 The Earnest Money Deposit of the unsuccessful bidders in the Bid evaluation stage shall be returned on award of contract to the successful bidder.

8.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender.

(GENERAL CONDITIONS OF CONTRACT)

9. PERFORMANCE SECURITY DEPOSIT (PSD)

9.1 The successful Firm will have to deposit a Performance Security of Rs.20,000/- (Rupees Twenty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the Pay & Accounts Officer, Ministry of Mines, New Delhi within fifteen days of the award of the Contract. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the contract. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have to be accordingly renewed by the successful tenderer.

9.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the Ministry of Mines in the event of any breach or negligence or non-observance of any terms & conditions of the contract or for unsatisfactory performance.

10. COMMENCEMENT OF SERVICES

The contract shall become legally binding and in force only upon:

10.1 Submission of Performance Security Deposit

10.2 The successful firm will be required to start working immediately from the date of award of the Contract. The Ministry shall, however, has the right to terminate the contract at any time.

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11. TERMS & CONDITIONS

11.1 No increase in amount shall be considered at all during the currency of the Contract. No other charges like transportation fare etc., will be payable.

11.2 The firm should have PAN Card, VAT registration and Service Tax Registration and other requisite government clearances that are necessary for carrying out such work.

11.3 Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letter head of the firm.

11.4 Selected Firm shall be required to inspect all the air conditioners & water cooler and put these into operation immediately failing which the contract may be cancelled without assigning any reasons and the security money deposited by the contractor shall be forfeited.

11.5 The work is to be carried out in the premises of the Ministry of Mines. The work which cannot be done in the office premises would be allowed to be done outside. No extra charges will, however, be payable on this account.

11.6 In no case, an air conditioner, or part thereof, shall be taken out of the premises without formal written permission of this Ministry. No transportation charges will be paid on this account. The air conditioners or part thereof, taken to the workshop will have to be brought back within two days, failing which the cost of the machine/part will be recovered from the firm and, if considered necessary, the contract will be terminated without further notice.

11.7 It will be the responsibility of the firm to depute experience mechanics exclusively to this Ministry every day for doing the day-to-day repairing jobs. Complaints will be attended immediately after receiving the intimation over phone or in writing. In case, the complaint(s) of maintenance/repair are not attended to within 24 hours, penalty of Rs.500/- per day per machines (ACs/water coolers/water dispensers) will be levied. Frequent failure to repair the shall warrant the blacklisting of the Firm.

11.8 For regular and proper maintenance of the air conditioners, etc., and for attending to the complaints received from officers, it shall be obligatory on the part of the firm to depute sufficient number of qualified mechanics (minimum two) on all working days from 9.00 am. to 5.30 p.m. throughout the currency of the contract immediately. In case of emergency, the complaints would also be required to be attended to on holidays.

11.9 The selected firm will complete the servicing of all Air-conditioners (Window/Split), water dispensers and water coolers within 15 days from the award of the contract and will put all the machines (water dispensers and water coolers) in working conditions. Certificates of for the successful completing the task has to be provided to the Administration Section.

11.10 The firm shall have to attend all complaints on receipt of information from the users directly with the prior approval of Administration Section. The services should be

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provided on regular basis during office hours and in case of emergency beyond office hours or on holidays etc.

11.11 The existing numbers of Air-conditioners (Window/Split), water dispensers and water coolers mentioned above may change during the currency of the contract. For any such alterations, intimation shall be given to the contractor and if any new addition is not maintained through warranty clause but through AMC, charges for maintenance shall be payable to the contractor at the rates agreed upon. Similarly, the deletion shall also be intimated to the contractor and charges shall be deducted proportionately from the payment due to the contractor.

11.12 The firm will be required to undertake maintenance/repairs of Air-conditioners (Window/Split), water dispensers and water coolers at Shastri Bhawan, office located at CGO Complex, New Delhi and residence/offices of Ministers.

11.13 The term "Maintenance" shall include oiling, cleaning, greasing, servicing and repair of motor/compressor, electrical parts, air filters and gas charging during the currency of the contract at the exclusive risk, responsibility and the cost of contractor.

11.14 The contractor will ensure that the Air-conditioners give uninterrupted and trouble-free service. All breakdown calls should be attended to promptly and within stipulated time.

11.15 The contractor shall be responsible for smooth and satisfactory working of the Air-conditioners (Window/Split), water dispensers and water coolers.

11.16 In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the Ministry.

11.17 If the Firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and performance security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the Firm.

11.18 As most of the items of work will be of urgent and time bound nature, the work will have to be completed within the stipulated time frame.

12. CONTRACTOR'S LIABILITY

12.1 If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract is liable to be terminated without any notice and the Performance Security shall be forfeited.

12.2 The firm must have an office or workshop of its own in Delhi/NCR.

12.3 The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

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12.4 The firm/contractor shall be responsible for any injury or accident to the mechanic/ person employed by them.

12.5 The material used should be genuine.

13. VALIDITY OF CONTRACT

13.1 The period of Maintenance Contract for maintenance/repair of Air-conditioners (Window/Split), water dispensers and water coolers will be valid upto 31.10.2017 from the date of the award of the Contract. During the period of non-existence of AMC i.e. from 1st November, 2017 onwards, the services of the firm would be utilized on need basis and payment will be made on 0 basis.

13.2 The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. The Ministry, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

14. PAYMENTS

14.1 For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.

14.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque.

14.3 The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Ministry.

15. TERMINATION

15.1 In case of breach of any of terms and conditions of the contract by the selected firm, the competent Authority of the client shall have the right to cancel the contract without assigning any reason thereof, and nothing will be payable by the client in that event and the Performance Security deposit in the form of Fixed Deposit Receipt shall be forfeited and en-cashed. The decision of the Joint Secretary (Admn.), Ministry of Mines in this regard shall be final.

15.2 The contractor goes bankrupt and becomes insolvent.

15.3 The Ministry reserves right to withdraw/relax any of the terms and conditions mentioned in the tender document so as to overcome the problem encountered by the contracting parties.

16. GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE

16.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this contract) arising out of, or relating to this contract

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नई दिल्ली / New Delhi

including interpretation of its terms shall be resolved through joint discussion of the authorized representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator to be appointed by the Secretary, Ministry of Mines in accordance with the provisions of the Arbitration and conciliation Act 1996 and Rules made thereunder including any modifications, amendments and future enactments thereto. The venue of the arbitration will be New Delhi and the decision of the arbitrator shall be final and binding on the parties. The arbitrator so appointed shall be an official of the Ministry of Mines not below the rank of Director/ Deputy Secretary.

16.2 **Jurisdiction of Court:** This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi.

All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this Ministry.

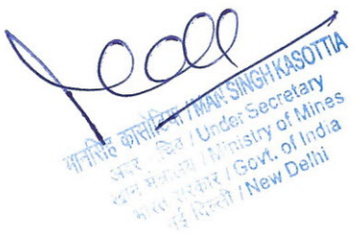
(M.S. Kasottia)
Under Secretary to the Government of India
Email: man.kasottia@gov.in
Tel. No.23073046

To

1. **Website of "Central Procurement Portal".**
2. **Ministry of Mines website.**
3. **All Ministry/Department with a request to display a copy of the tender document in their Notice Board and also intimate the firms engaged for the similar work.**

ORDER FOR ARRANGEMENT OF DOCUMENTS

1. Self - attested copy of registration certificate;
2. Self – attested copy of PAN/TIN;
3. Self-attested copy of VAT Registration Certificate;
4. Self-attested copy of Service Tax Registration Certificate;
5. Details of agreement made by Company with atleast 3 Ministries/Departments/Govt. Organizations during the last 3 years;
6. Undertaking to be furnished by the service provider that the service provider has not been blacklisted/ banked by any Ministry/Department of Government of India.



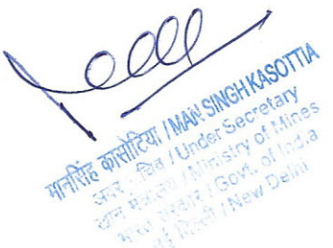
DECLARATION

1. I, _____Son / Daughter / Wife of Shri _____Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for maintenance/repair of ACs in the Ministry of Mines, New Delhi and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate

Signature of authorized person

Date: **Full Name:**

Place: **Seal:**



Application – Financial Bid

1. For award of AMC for Service Maintenance of Spilt/ Window Air Conditioners belonging to Ministry of Mines.
2. Name of the tendering Company/Firm/Agency: _____
3. Rate for maintenance Charges and replacement of Components with new ones (where applicable)

S.No.	Items	Window type	Split type
1.	Maintenance Charges (rate per AC/ Drinking Water Cooler including Oiling, cleaning, greasing, servicing, repair of motor/compressor, electrical parts, air filters and gas charging)		
2.	Replacement of Components with new ones (Where applicable)		
(a)	**Compressor**		
	(i) 1.5 Ton AC		
	(ii) 2 Ton		
	Buy back of old compressor		
(b)	Running Capacitor		
(c)	Fan Motor		
	(i) Rewinding		
	(ii) Replacement		
	Buy back of old motor		
(d)	Grill		
(e)	Chassis		
(f)	Remote of Split AC		
	(i) Repair		
	(ii) Replacement		
(g)	Refrigeration pipe – Rate (per mtr.)		
(h)	Replay		
(i)	Thermostat		
(j)	Drain pipe (per mtr.)		
(k)	Compressor Oil		
(l)	Flushing, Vacuum & pressure the system & brazing pipe outdoor unit and indoor unit		
(m)	Insulation of AC pipe		
(n)	Fan		
(o)	Blower		
(p)	AC Plug/Iron Clad		
(q)	Air Filter		
(r)	Condenser of outdoor unit of Split AC		
3.	Valve		
4.	3 core Wire (per mtr.)		
5.	Gas Charging		
6.	Installation Charges		
7.	De-installation Charges		

Rate for comprehensive AMC for water cooler (including compressor):
Rs._____
Rate for comprehensive AMC for water dispenser (including compressor):
Rs._____

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