



Govt. of India
National Disaster Management Authority
“NDMA Bhawan”, A-1, Safdarjung Enclave,
New Delhi – 110 029

File No. 10-14/2014-Genl Dated 11th November, 2014

TENDER

**FOR ANNUAL MAINTENANCE CONTRACT IN RESPECT OF WINDOW,
WALL MOUNTING SPLITS, CASSET SPLITS AIR CONDITIONERS &
WATER COOLERS By NATIONAL DISASTER MANAGEMENT
AUTHORITY, NEW DELHI.**

(Visit us at www.ndma.gov.in)

Not transferable
Price of Bid Document: 200.00
Total Number of Pages: 27

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SECTION – I

NATIONAL DISASTER MANAGEMENT AUTHORITY A-1, Safdarjung Enclave, New Delhi -29

File No. 10-14/2014-Genl Dated 11th November, 2014.

NOTICE INVITING TENDER

Sealed Tenders are invited for “**Comprehensive Maintenance Contract for the maintenance of 125 Nos. of Air Conditioners (Window Type ACs/Split Type ACs and 5 Nos. of Water Coolers)**”, as listed in enclosure from the prospective contractors for the NDMA.

Desirous companies/firms/agencies may obtain tender documents, on request in writing from Section Officer (General), National Disaster Management Authority “**NDMA Bhawan**”, **A-1, Safdarjung Enclave, New Delhi – 110 029 (Room No. – 102, Phone No. 011 – 26701829)** on all working days (i.e. Monday to Friday) between 10.30 hours and 15.30 hours **on or after 12th November, 2014**. The quotation should reach NDMA by 3.00 P.M. **on or before 15th December, 2014**.

Tender documents downloaded from the NDMA website www.ndma.gov.in or Central Public Procurement website i.e. www.tenders.gov.in, is also acceptable provided the requisite tender fee i.e. **Rs.200/-** (Rupees two hundred only) is enclosed in the form of Account Payee Demand Draft from any of the scheduled bank, drawn in favour of **DDO, NDMA**, payable at New Delhi at the time of submission of bid document.

1. Schedule:

Tender No.	Cost of Bid Document	Bid Security	Service Jurisdiction
File No. 10-14/2014-Genl_ Dated 11/11/2014	Rs. 200/-	Rs. 20,000/-	Delhi

Sale of Bid document. : 12/11/2014
Last date & time for receipt of bids. : 15/12/2014 (1500 hrs)
Date & Time for opening of Technical Bid. : 15/12/2014 (1530 hrs)
Date & Time for opening of Financial. : will be intimated later
bids for technically qualified bidders.
Place of opening the bids. : Ground Floor (Conference Hall) of NDMA Bhawan,
A-1, Safdarjung Enclave, New Delhi.
Validity of bid : 180 days from the date of opening of tenders

The bid shall not be accepted after this deadline under any circumstances whatsoever.

The interested Companies/Firms/Agencies may put bid document complete in all respects along with Earnest Money Deposit (**EMD**) of **Rs.20,000/-** (Rupees twenty thousand only) and other requisite documents on all working days (i.e. Monday to Friday) between 10.30 hours and 15.30 hours. in the Tender Box kept on the reception of NDMA Bhawan.

This office reserves the right to amend or withdraw any of the terms and conditions contained in the Tender Document or to reject any or all tenders without giving any notice or assigning any reason. The decision of the Secretary, NDMA, Govt. of India, in this regard shall be final and binding on all.

(Partha Kansabanik)
Under Secretary (Gen.)

SECTION - II
INSTRUCTIONS TO BIDDERS

A. INTRODUCTION

1. DEFINITIONS:

- (a) "The NDMA" means the National Disaster Management Authority.
- (b) "The Bidder" means the individual or firm who participates in this tender and submits its bid.
- (c) "The Service provider" means the Companies/Firms/Agencies providing "Comprehensive Maintenance Contract for the maintenance of Air Conditioners and Water Coolers" under the agreement.
- (d) "The Goods" means the services which the vendor is required to provide for maintenance of Air Conditioners and Water Coolers to the NDMA under the contract.
- (e) "The Advance Work Order"(AWO) means the intention of NDMA to place the Work Order on the bidder.
- (f) "The Work Order" means the order placed by the NDMA on the Service provider signed by the NDMA including all attachments and appendices thereto and all documents incorporated by reference therein. The Work Order shall be deemed as "Agreement" appearing in the document.
- (g) "The Contract Price" means the price payable to the Service provider under the Work Order for the full and proper performance of its contractual obligations.
- (h) The selected bidder herein after called as service provider of providing "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers to NDMA", will undertake to provide the requisitioned services to NDMA subject to the terms and conditions contained in the agreement for which an agreement prescribed by NDMA has to be signed.
- (i) The agreement will be for "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers to NDMA", under the agreement and no extra charges will be payable by the Authority for any other service. It will be the responsibility of the company/firm/agency to provide requisitioned services.
- (j) The number of Air Conditioners and Water Coolers may vary from time-to-time during the currency of the contract. Payment will be made on quarterly basis upon satisfactory performance from the date of receipt of valid bills to the NDMA. The bill shall be submitted in duplicate to the Under Secretary(Gen), duly signed by the contractor.

2. ELIGIBLE BIDDERS:

This invitation for bids is open to:

- (i) The companies/firms/agencies who are interested to undertake a sign a "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers" in NDMA.
- (ii) The company/firm/agency who have the **work experience** of maintenance of Air Conditiones and Water Coolers as per listed in Annexure „V“ for **more than five years in any Central/State Government Departments/PSUs** is eligible to participate in the bid. Copy of the work-orders (not more than five firms) should be enclosed.
- (iii) The company should have at least **Rs. 10 Lakhs of annual turnover in last three financial years (2011-12, 2012-13 and 2013-14)**. Turn over certificate from Chartered Accountant to be enclosed (copy of balance sheet and profit and loss statements etc., need **not** be enclosed).
- (iv) The bidder who have Service Tax and Income Tax Registration.

- (v) Certificate of satisfactory performance from the clients (three) preferably with Central Govt./State Govt./PSUs for the last one year (2013) in similar services shall be provided.
- (vi) The firm should have atleast three running contracts.

3. COST OF BIDDING:

The bidder shall bear all costs associated with the preparation and submission of the bid. The NDMA, will in no case, be responsible or liable for these costs, regardless of the conduct or outcome of the bidding process.

B. THE BID DOCUMENTS:

4. BID DOCUMENTS:

4.1 The goods required, bidding procedures and contract terms are prescribed in the Bid Documents. The Bid Documents include:

- (a) Tender Notice
- (b) Instruction to Bidders
- (c) General (Commercial) Conditions of the Contract
- (d) Schedule of Requirements
- (e) List of items to be maintained
- (f) Format for Contract form
- (g) Format for Bid Form
- (h) Format for Performance Security Bond Form
- (i) Format for Letter of authorization to attend bid opening
- (j) Price Schedules
- (k) The check list

4.2 The Bidder is expected to go through all instructions, forms, terms and specifications in the Bid Documents. Failure to furnish all information required as per the Bid Documents or submission of bids not substantially responsive to the Bid Documents in every respect will be at the bidder's risk and may result in rejection of the bid at the technical bid opening stage.

5. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the NDMA in writing at the NDMA's mailing address indicated in the Invitation for Bids. The NDMA shall respond in writing to any request for clarification of the Bid Documents, which it receives not later than one week prior to the last date for the submission of bids. Copies of the query (without identifying the source) and clarifications by the NDMA shall be sent to all the prospective bidders who have received the bid documents.

6. AMENDMENT OF BID DOCUMENTS:

6.1 At any time, prior to the date of submission of bids, the NDMA may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the bid documents by amendments.

6.2 The amendments shall be notified in writing or by Fax or by e-mail to all prospective bidders on the address intimated at the time of purchase of bid document from the NDMA and these amendments will be binding on them.

6.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the NDMA may, at its discretion, extend the deadline for the submission of bids suitably.

C. PREPARATION OF BIDS

7. DOCUMENTS COMPRISING THE BID:

The bid prepared by the bidder shall comprise of **(1) The Technical bid and (2) Financial bid:**

7.1 The **Technical Bid** shall contain the following documents. The documents shall be arranged in the same order as mentioned below with the checklist being on the top.

- (a) The check list [as per annexure-VI].
- (b) Documentary Evidence/Certificate of being service provider of Air Conditioners/Water Coolers.
- (c) Authorization letter for the bid opening [as per Annexure-IV].
- (d) Bid Security in the form of bank draft for Rs. 20,000/- [as per Section-I].
- (e) Power of attorney [as per clause 14.2 of Section II].
- (f) Clause by Clause compliance demonstrating substantive responsiveness to the commercial conditions by signing and stamping on all the pages of the original bid document No. 10-14/2014-Genl (containing 27 pages) by the authorized person/ persons. [as per clause 11.2 of Section II]
- (g) Certificate from Chartered Accountant regarding Annual Turn over of more than 10 Lakhs business for last three years (2011-12, 2012-13 and 2013-14) (copy of balance sheet and profit and loss statements etc., need not be enclosed) [as per clause 10.1 Section II].
- (h) Valid Service Tax/Income Tax Registration certificate with PAN [as per clause 10.1 Section II].
- (i) Certificate of Incorporation/ Firm Registration Certificate [as per clause 10.1 Section II]
- (j) Article of Memorandum of Association / proprietorship deed certificate [as per clause 10.1 Section II].
- (k) Document in support of experience of comprehensive maintenance contract for maintenance Air Conditioners and Water Coolers for more than five years in Central/State Govt./PSUs for the last five years (2010, 2011, 2012, 2013 and 2014) [as per clause 2 (ii) Section II].
- (l) Certificate of satisfactory performance from the clients (three) preferably with Central/ State Govt./PSUs for the last one year (2013 or 2014) in similar services.

7.2 The **Financial Bid** shall contain:

- (a) The check list for financial bid [as per annexure-VII]
- (b) Bid Form [as per annexure-II]
- (c) Price Schedule [as per annexure-V]

Note: All the documents submitted (whether original or photocopy) in the bid must be legible, otherwise the bid is likely to be rejected.

8. BID FORM:

The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents as per Annexure- II and Annexure-V respectively.

9. BID PRICES:

9.1 The bidder shall give the total composite price **exclusive** of all levies & taxes and the price need to be individually indicated against each item it proposed under the contract as per price schedule given in Annexure-V. The offer shall be firm in Indian Rupees. No foreign exchange will be made available by the NDMA.

9.2 The Rates quoted by the bidder shall remain fixed during the entire period of contract and shall not be subject to variation on any account. A bid submitted with an adjustable price quotation is likely to be treated as non-responsive and rejected. If the bidder quotes two rates under different options, the lowest rate will be taken into account.

9.3 The unit price quoted by the bidder shall be in sufficient detail to enable the NDMA to arrive at prices offered for each item in annexure - V.

9.4 "DISCOUNT", if any, offered by the bidders shall not be considered unless they are specifically indicated in the price schedule. Bidders desiring to offer discount shall therefore modify their offers, suitably while quoting and shall quote clearly net price taking all such factors like Discount, free service, etc. into account.

9.5 The price approved by the NDMA for "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers", will be ~~inclusive~~ **exclusive** of all levies and taxes.

10. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

10.1 The bidder shall furnish, as part of his bid documents establishing the bidder's eligibility, all the following documents or whichever is required as per terms and conditions of bid documents.

- (i) Certificate of being a vendor of maintenance contractor of Air Conditioners and Water Coolers.
- (ii) Documentary evidence for having experience in "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers" as per listed in Annexure „V“.
- (ii) Certificate of Incorporation/ Registration of Firm Certificate.
- (iii) Articles of Memorandum of Association or proprietorship deed of the company.
- (iv) Valid Service Tax/Income Tax Registration with PAN.
- (v) Annual Turnover of more than Rs.10 Lakhs - Certificate for last 3 years duly certified by Chartered Accountant.

11. DOCUMENTS ESTABLISHING GOODS CONFORMITY TO BID DOCUMENTS:

11.1 Pursuant to Clause 7, the bidder shall furnish, as part of his bid, documents establishing the conformity of his bid to the Bid document of all services, which he proposes to render under the contract.

11.2 The documentary evidence of services in conformity with the Bid Documents may be in the form of literature and data and shall furnish a clause-by-clause compliance on the NDMA's Technical specifications and commercial conditions demonstrating substantial responsiveness to the Technical Specification and commercial conditions in the form of signing & stamping all the pages of the original bid document by the authorized person/ persons. In case of deviations a

statement of deviations and exceptions to the provision of the Technical Specifications and commercial conditions shall be given by the bidder. A bid without clause-by-clause compliance of Technical specification (Section-II) and commercial Conditions (Section-III) and Schedule of requirements (Section-IV) shall not be considered.

11.3 For purposes of compliance to be furnished pursuant to clause 11.2 above the bidder shall note that the standards for workmanship and material and reference to brand names or catalogue number, designated by the NDMA in its Technical Specifications are intended to be descriptive only and not restrictive.

12. BID SECURITY (Earnest Money Deposit):

12.1 The bidder must deposit Rs.20,000/- (Rupees twenty thousand only) as Bid Security (Non-Interest Bearing). The Bid Security shall be in the form of DD from any nationalized bank payable at DDO, NDMA for 90 days from the date of tender opening.

12.2 The successful bidder's bid security will be discharged/adjusted upon the bidder's acceptance of the award of contract satisfactorily and furnishing the performance security.

12.3 The bid security may be **forfeited**.

- (a) If the bidder withdraws his bid during the period of validity specified in the bid form or
- (b) If the successful bidder fails to sign contract within a week of the issue of letter of intent or
- (c) If the successful bidder fails to furnish performance security.
- (d) In both the cases of (b) and (c) above, the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO (Advance Purchase Order). The bidder will not approach the court against the decision of NDMA in this regard.

12.4 The bid security of the unsuccessful bidder will be discharged/returned as early as possible, but not later than 30 days after the expiry of the period of bid validity.

13. PERIOD OF VALIDITY OF BIDS:

13.1 Bid shall remain valid for 180 days after the date of bid opening prescribed by the NDMA, pursuant to clause 19.1, a bid valid for a shorter period shall be rejected by the NDMA as non-responsive.

13.2 In exceptional circumstances, the NDMA may request the bidder's consent for an extension to the period of bid validity. The request and the responses thereto shall be made in writing. The bid security provided under Clause 12 shall also be suitably extended. A bidder may refuse the request without forfeiting his bid security. A bidder granting the request will not be permitted to modify his bid.

14. FORMAT AND SIGNING OF BID:

14.1 The bidder shall prepare the Technical and Financial bids separately.

14.2 The copy of the Bid shall be typed or printed and shall be numbered consecutively and signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be submitted in written power-of-attorney accompanying the bid. All pages of the bid shall be signed & stamped by the person or persons authorized for signing the bid. The bids submitted shall be sealed properly.

14.3 The bid shall contain no interlineations, erasures or overwriting except as necessary to correct errors made by the bidder in which case such corrections shall be signed by the person(s) authorized for signing the bid.

D. SUBMISSION OF BIDS:

15. SEALING AND MARKING OF BIDS:

15.1 The bidders shall seal the technical and financial bids in separate envelopes and keep them in a bigger sealed envelope. The Technical Bid shall bear the name “TECHNICAL Bid of Tender File No. 10-14/2014-Genl_Dated 11th November, 2014” on the envelope, while the financial Bid shall bear the name “FINANCIAL Bid of Tender File No. 10-14/2014-Genl Dated 11th November, 2014” on the envelope for avoiding any confusion. The Technical and Financial bid should contain documents as laid down in clause 7 of section II.

15.2. The bigger sealed envelope, containing Technical and Financial bids in separate sealed envelopes, shall be:

(a) Addressed to:

Under Secretary (General),
National Disaster Management Authority,
A1, Safdarjung Enclave, New Delhi-29.

(b) Bear the tender File No. 10-14/2014-Genl Dated 11th November, 2014 and the words “DO NOT OPEN BEFORE” (due date), and

(c) The envelope shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is received late.

(d) Tenders be dropped in the tender box placed in Reception Area of NDMA Bhawan, National Disaster Management Authority, NDMA Bhawan, A-1, Safdarjung Enclave, New Delhi -110029 on or before due date. The NDMA shall not be responsible if the bids are delivered elsewhere.

15.3 If the envelope is not sealed and marked as required at paras 15.1 & 15.2 the bid shall be rejected.

15.4 In case, firm has downloaded the tender documents from the NDMA’s website i.e. www.ndma.gov.in or Central Public Procurement website i.e. www.tenders.gov.in, they must ensure that requisite tender fee/cost is enclosed in the form of Account Payee Demand Draft from any of the commercial bank in favour of DDO, NDMA, New Delhi with their tender, failing which the tender will be treated as incomplete and will be ignored.

16. SUBMISSION OF BIDS:

16.1 Bids must be received by the NDMA at the address specified under Para 15.2 not later than the prescribed time on due date.

16.2 The NDMA may, at its discretion extend this deadline for the submission of the bids by amending the bid documents in accordance with Clause 6 in which case all rights and obligations of the NDMA and bidders previously subject to the deadline will thereafter be subject to the deadline as extended.

17. LATE BIDS:

17.1 Any bid received by the NDMA after the deadline for submission of bids prescribed by the NDMA pursuant to Clause 16, shall be rejected and returned unopened to the bidder.

18. MODIFICATION AND WITHDRAWAL OF BIDS:

18.1 The bidder may modify or withdraw his bid after submission provided that the written notice of the modification or withdrawal is received by the NDMA prior to the deadline prescribed for submission of bids.

18.2 The bidder's modification or withdrawal notice shall be prepared, sealed, marked and dispatched as required in the case of bid submission in accordance with the provision of clause 15. A withdrawal notice may also be sent by telex/Fax but followed by a signed confirmation copy by post, marked not later than the deadline for submission of bids.

18.3 Subject to clause 20, no bid shall be modified subsequent to the deadline for submission of bids.

E. BID OPENING AND EVALUATION

19. OPENING OF BIDS:

19.1 The Technical bids shall be opened in the presence of bidders or his authorized representatives who choose to attend on opening date and time. The Bidder's representatives, who are present, shall sign their attendance in a register. The Authority letter (Annexure-IV) to this effect shall be submitted by the bidder before they are allowed to participate in bid opening.

19.2 A maximum of two representatives for any bidder shall be authorized and permitted to attend the bid opening.

19.3 The Bidder's names, Bid prices, modifications, bid withdrawals and such other details as the NDMA, at its discretion, may consider appropriate; will be announced at the opening.

20. CLARIFICATION OF BIDS:

20.1 To assist in the examination, evaluation and comparison of bids the NDMA may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained.

21. TECHNICAL EVALUATION/ TECHNICAL BID OPENING:

21.1 NDMA shall evaluate the bids to determine whether they are complete, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order as per the checklist given at the last.

21.2 Prior to the financial Bid opening, pursuant to clause 22, the NDMA will determine technical qualification of each technical bid to the Bid documents. For purposes of these clauses, a technically qualified bid is one, which conforms, to all the terms and conditions of the Bid Documents without material deviations. The NDMA's determination of bid's technical qualification is to be based on the contents of the bid itself without recourse to extrinsic evidence.

21.3 A bid determined as technically non-qualified will be rejected by the NDMA and shall, not subsequent to the bid opening, be made technically qualified by the bidder by correction of the non-conformity.

22. FINANCIAL EVALUATION/FINANCIAL BID OPENING OF TECHNICALLY QUALIFIED BIDDERS:

22.1 The NDMA shall open financial bids and evaluate the bids previously determined to be technically qualified pursuant to clause 21. Only technically qualified successful bidders or his authorized representatives would be called to attend opening of financial bids. The financial bids of non qualified technical bidders shall not be opened and destroyed unopened.

22.2 Arithmetical errors shall be rectified on the following basis. If there is a discrepancy between the unit price and total price that is obtained by multiplying the unit price and quantity, the unit price shall prevail and the total price shall be corrected by the NDMA. If there is a discrepancy between words and figures, the amount in words shall prevail. If the Service provider does not accept the correction of the errors, his bid shall be rejected.

22.3 The evaluation shall be done on L-1 rates on package basis of all the ACs/Water Coolers. The comparison for evaluation shall be of consolidated rates of the ACs/Water Coolers **exclusive** of all Taxes and levies.

23. CONTACTING THE NDMA:

23.1 Subject to Clause 20, no bidder shall try to influence the NDMA on any matter relating to its bid, from the time of the bid opening till the time the contract is awarded.

23.2 Any effort by a bidder to influence the NDMA in the NDMA's bid evaluation, bid comparison or contract award decisions shall result in the rejection of the bid.

24. NDMA'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The NDMA reserves the right to accept or reject any bid, and to annul the bidding process and reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for the NDMA's action.

25. AWARD OF CONTRACT:

25.1 The NDMA shall consider placement of orders for "Comprehensive maintenance contract for Maintenance of Air Conditioners and Water Coolers in NDMA" on that bidder whose offers have been found technically, commercially and financially acceptable.

25.2 In case L1 firm/agency backs out the tender/contract will be cancelled and fresh tender will be invited.

26. NDMA'S RIGHT TO VARY QUANTITIES AT TIME OF AWARD:

The NDMA reserves the right at the time of award of contract or during the continuance of the contract to decrease or increase the quantity of items offered for "Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers" in NDMA on the basis of reduction by virtue of expiry of life of the item or addition after expiry of warranty period and services specified in the schedule of requirement without any change in unit price for similar configured items on the same terms and conditions. The number of requisitioned items may vary from time-to-time during the currency of the contract. Payment will be made on quarterly basis upon satisfactory performance from the date of receipt of valid bills to the NDMA.

27. ISSUE OF ADVANCE WORK ORDER:

27.1 The issue of an Advance Work Order shall constitute the intention of NDMA to enter into the contract with the bidder.

27.2 The bidder shall within 15 days of issue of an advance work order give his acceptance along with performance security in conformity with Annexure III provided with the bid documents.

28. SIGNING OF CONTRACT:

28.1 The issue of work Order shall constitute the award of contract on the bidder.

28.2 Upon the successful bidder furnishing of performance security, the NDMA shall discharge its bid security, pursuant to clause 12.

29. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 28 shall constitute sufficient ground for the annulment of the award and forfeiture of the bid security in which event the tender shall be cancelled and NDMA may call for new bids.

30. FORFEITURE OF EMD:

The Bid security may be forfeited (a) if a bidder withdraws his bid during the period of bid validity specified by the bidder on bid form or (b) in case of a successful bidder fails (i) to sign the contract or (ii) to furnish performance security. In both the cases, the bidder will not be eligible to participate in the tender for same item for one year from the date of issue of APO. The bidder will not approach the court against the decision of NDMA in this regard.

F. PERIOD OF CONTRACT:

31. The contract will initially be valid for a period of one year from the date of award and may be extended further subject to satisfactory performance of the Firm and subject to the approval of the competent authority and mutually agreed terms and conditions. The rates quoted will remain in force for the full period of contract. No demand for revision of rate on any account shall be entertained during the contract period.

SECTION – III

GENERAL (COMMERCIAL) CONDITIONS OF

CONTRACT 1. APPLICATION:

The General Conditions shall apply in contracts made by the NDMA for “Comprehensive maintenance contract for maintenance of Air Conditioners and Water Coolers” in NDMA by the bidder.

2. STANDARDS:

The services provided under this contract shall conform to the standards prescribed in the schedule of requirements as mentioned in Section-IV.

3. PERFORMANCE SECURITY:

3.1 The service provider shall furnish Performance Security to the NDMA for an amount of 10% of contract value in the form of an Account Payee Demand Draft, Fixed Deposit Receipt from a Commercial bank, Bank Guarantee from a Commercial bank as in Proforma of Annexure-III.

3.2 The Performance Security shall be valid for a period of sixty days beyond the date of completion of all contractual obligations of the service provider including warranty obligations. In case of extension of Tender, the Performance Security is to be extended correspondingly.

3.3 The Bid Security shall be refunded to the successful bidder on receipt of Performance Security.

3.4 The Performance Security Bond will be discharged by the NDMA after completion of the service provider's performance obligations under the contract.

3.5 In the event of breach of contract by the service provider in terms of the contract signed by him, Performance Security will be forfeited and credited to NDMA Account.

4. WARRANTY:

4.1 The contractor shall provide the warranty for 6 months that items supplied/ replaced shall be new and free from all defects and faults in material.

5. PAYMENT TERMS:

5.1 Payment will be made on quarterly basis on receipt of valid bills from the contractor and also upon receipt of satisfactory performance certificate from the authorized official of NDMA, designated for the purpose. The contractor shall submit bills duly signed by him in duplicate.

6. PRICES:

Price once fixed will remain valid for the period of contract. Increase and decrease of taxes/ duties will be paid by NDMA during this period.

7. SUB CONTRACTS:

The service provider shall notify the NDMA in writing of all subcontracts awarded under this contract if not already specified in his bid. Such notification, in his original bid or later shall not relieve the vendor from any liability or obligation under the Contract.

8. TERMINATION FOR DEFAULT:

8.1 The NDMA may, without prejudice to any other remedy for breach of contract, by written notice of default, sent to the service provider, terminate this Contract in whole or in part.

(a) If the service provider fails to maintain AC/Water Cooler within the time period(s) specified in the Contract or any extension thereof granted by the NDMA pursuant to Clause 5 of section IV.

(b) If the service provider fails to perform any other obligation(s) under Contract: and

(c) If the service provider, in either of the above circumstances, (s) does not remedy his failure within a period of 30 days (or such longer period as NDMA may authorize in writing) after receipt of the default notice from NDMA.

8.2 In the event the NDMA terminating the contract in whole or in part, pursuant to Para 10.1, the NDMA may get the maintenance work done for the remaining period of the contract, upon such terms and in such manner as it deems appropriate, and the service provider shall be liable to NDMA for payment of expenditure incurred by them on such maintenance services. However, the service provider shall continue performance of the contract to the extent it has not been terminated.

8.3 NDMA reserves the right to terminate the contract at any time or stage during the period of contract, by giving one month's notice in writing without assigning any reason. The contractor will not be entitled to claim any compensation against such termination. However, while terminating the contract, if any payment is due to the contractor for providing services to NDMA already performed in terms of the contract, the same would be paid to it as per the contract terms.

9. TERMINATION FOR INSOLVENCY:

The NDMA may at any time terminate the contract by giving written notice to the Service provider, without compensation to the service provider, if the service provider becomes bankrupt or otherwise insolvent as declared by the competent court provided that such termination will not prejudice or affect any right or action or remedy which has accrued or will accrue thereafter to the NDMA.

10. ARBITRATION:

10.1 In the event of any question, dispute or difference arising under this Agreement, or in connection thereof, except as to matter, the decision of which is specifically provided elsewhere under the Agreement, the same shall be referred to an Arbitral Tribunal, hereinafter called the "TRIBUNAL" consisting of sole Arbitrator to be appointed upon nomination made by Secretary, Department of Legal Affairs, Ministry of Law & Justice, Government of India.

10.2 The venue of Arbitration shall be New Delhi or anywhere in India, as may be fixed by the TRIBUNAL. The Arbitration proceedings shall be conducted in accordance with the provisions of Arbitration and Conciliation Act 1996 as amended or replaced from time to time.

11. Force Majeure

If any time, during the continuance of this contract, the performance in whole or in part by either party of any obligation under this contract is prevented or delayed by reason of any war, or hostility, acts of the public enemy, civil commotion, sabotage, fires, floods, explosions, epidemics, quarantine restrictions, strikes, lockouts or act of god (hereinafter referred to as events) provided notice of happenings, of any such eventuality is given by either party to the other within 21 days from the date of occurrence thereof, neither party shall by reason of such events be entitled to terminate this contract nor shall either party have any claim for damages against the other in respect of such on performance or delay in performance under the contract shall be resumed as soon as practicable after such an event may come to an end or cease to exist, and the decision of Under Secretary (Gen.), NDMA as to whether the supplies/services have been so resumed or not shall be final and conducive, provided further that if the performance in whole or part of any obligation under this contract is prevented or delayed by reason of any such event for a period exceeding 60 days either party may, at his option terminate the contract.

12. SET OFF:

Any sum of money due and payable to the contractor (including security deposit refundable to him) under this contract may be appropriated by the NDMA or any other person or persons contracting through the NDMA and set off the same against any claim of the NDMA or such other person or persons for payment of a sum of money arising out of this contract made by the Contractor with NDMA or such other person or persons contracting through NDMA.

13. PENALTY:

13.1 All faults booked on any working day or holidays will have to be rectified within six hours on same day. In case the firm fails to rectify within the prescribed time limit, penalty of 2% of contract value will be imposed per day and deducted from the bill or performance bank guarantee. Breakdown period will include Saturdays, Sundays and holidays also.

13.2 In case of non-adherence to preventive maintenance schedule, a penalty of 10% of the total of AMC charges for the Quarter for every such failure in a quarterly schedule will be recovered.

SPECIAL CONDITIONS OF THE CONTRACT

1. The Terms “Comprehensive Maintenance” shall include oiling, chemical washing, cleaning, greasing (general servicing), gas-filling, replacement of filter pads, and replacement/repair of motors/compressor/stabilizer/installation, De-installation/shifting etc. of any or all the machines during the currency of the contract at the exclusive risk, responsibility and cost of the contract supplied by the firm wherever necessary during the currency of the contract. In brief, the Department shall not bear any cost for anything whatsoever after the AC and Water cooler units having been handed over to the contractor for maintenance.
2. The successful contractor shall be required to inspect all the ACs and Water coolers and put these into operation latest by the dates from which they are to come under AMC failing which the contract may be cancelled by NDMA without assigning any further reason and the security deposit by the contractor shall be forfeited. For the inspection of the ACs and Water coolers, the US(Gen.) may be contacted.
3. For regular and proper maintenance of the ACs and Water Coolers and for immediately attending to complaints received from officers, it shall be obligatory on the part of the contractor to depute sufficient number of qualified mechanics to this office on all working days throughout the period from 9.30 AM to 6.00 PM. At least one mechanic shall remain in NDMA Bhavan in close contact with US (Gen.) so that the General Section can attend immediately to the complaints received from the users of AC Units, during the period of contract. Should any eventuality arise, the NDMA shall request for the services of the mechanic on Saturday/Sunday/Holiday and beyond office hours without payment of any additional remuneration. The contractor shall also keep stock of genuine spare parts which may be required for replacement in the event of such parts becoming non-functional or defective, during the currency of the contract. The old parts will be handed back to the NDMA. In case of intermittent failures or repetitive problems due to improper diagnosis or repair, the machine will be treated as continuously out of order.
4. The work shall be carried out in the premises of the NDMA and VC/Members residence. Only such work, the execution of which is not possible in the premises of this Directorate, may be allowed to be done in the workshop of the firm. In no case, ACs and water coolers or part thereof shall be taken out of the premises without formal written permission of this Department. No transportation charges on this account will be paid. The ACs & Water coolers or parts thereof, taken to the workshop, will have to be brought back within 3 days failing which the cost of the machine/parts will be recovered from the firm and if considered necessary, the contract will be terminated, without further notice. If it taken more than 3 days, a standby AC be installed without any additional cost.
5. The contractor shall be responsible for smooth and satisfactory working of ACs and Water coolers. A certificate shall be obtained from the designated committee at the end of quarter to the effect that their ACs and Water coolers were working satisfactorily during the whole quarter 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 ACs & Water coolers remain out of order.
6. The successful contractor shall be required to do the work during the entire period from 09.30 hrs. to 18.00 hrs. at the rates that are approved on the basis of the quotation. If for any reason, the firm is not able to do the work, the same 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 the contract and forfeiture of the security deposit.

7. In case the contractor falls to cope with the workload 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 and payment due to him, if any, shall be forfeited. In this connection, decision of the Director (Administration) shall be final and binding on the contractor.
8. The NDMA shall neither provide any labour to the contractor for shifting of ACs & Water coolers or for lifting, transportation, installation, or dismantling of the ACs & Water coolers nor shall bear any cost towards this during the period of the contract. The new fitting/fixing required if any, will have to be provided by the contractor firm.
9. The contractor shall be responsible for handing over all the ACs and Water coolers in working conditions alongwith accessories to the Department at the end of the contract period. The cost of shortcomings, if any, shall be borne by the outgoing contractor.
10. The damage caused, if any, either to the ACs and Water Coolers or to any other property of the Government through negligence or otherwise, shall be at the risk and responsibility of the contractor. The financial or any other loss suffered by the Government on this account shall be made good by the contractor and decision of the Director (Administration) in this context shall be binding on the contractor. The contractor shall have to give an undertaking to this effect before he is allowed to undertake the job. In case of replacement of faulty part, the same shall be replaced only by genuine spares. The old parts will be handed back to the NDMA.
11. The security amount shall be released after satisfactory completion of the maintenance and handing over the ACs and Water coolers units in working conditions to the Department on expiry of contract. The above is a tentative schedule of payment and does not confer any legal or other right on the contractor to proceed against the Department if the payment gets delayed due to budgetary or other unforeseen reason.
12. TDS applicable will be deducted from the payable amount of the bill.
13. The contractor shall abide with all local/municipal/sate/central laws and regulations.
14. Payment of all kinds of Government taxes in Delhi will be the liability of the contractor.
15. The evaluation shall be done on L-1 rates on package basis of all the ACs/Water Coolers. The comparison for evaluation shall be of consolidated rates of the ACs/Water Coolers exclusive of all Taxes and levies.
16. The near relatives of all employees working in the National Disaster Management Authority either directly recruited or on deputation are prohibited from participation in this tender. The near relatives for this purpose are defined as:
 - a. Members of a Hindu Undivided Family;
 - b. They are husband and wife.
 - c. The one is related to the other in the manner as father, mother son (s), son's wife (daughter- in - law), Daughter (s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister (s) husband (brother-in-law).

SECTION - IV

SCHEDULE OF REQUIREMENTS

1. This Schedule of Requirements shall supplement the „Instruction to the Bidder“ as contained in Section- II & General (Commercial) Conditions of the Contract as contained in Section- III and wherever there is a conflict, the provision herein shall prevail over those in Section- II and Section- III.
2. Date fixed for opening of the bids is, if subsequently, declared as holiday by NDMA, the revised schedule will be notified. However, in absence of such notification, the bids will be opened on next working day, time and venue remaining unaltered.
3. Non-performance of service provider shall attract penalties as per penalty clause.
4. Penalty: The contract may, without prejudice to any other right/remedy for breach of contract, terminate the contract in whole or in parts.
 - a) If the Vendor fails to maintain AC/Water Coolers in NDMA within the period specified in the contract or any extension thereof granted by the Under Secretary (Gen.), NDMA.
 - b) If the contractor fails to perform any other obligations under the contract agreement.
5. The agreement shall be in force for a period of one year initially, which shall be extendable by a further period of up to one year on same terms and conditions by giving notice in writing before the expiry of current agreement, if decided upon to do so by NDMA.
6. NDMA reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the erstwhile NDMA. NDMA also reserves the right to blacklist a bidder for a suitable period in case if he fails to honour his bid without sufficient grounds.
7. NDMA reserves the rights to counter offer rate(s) against bids quoted by any other bidder.
8. Bids shall be evaluated as per the cost given by bidder in price schedule.
9. Only one rate should be quoted against each item; quoting of multiple rates against a single item will tantamount to violation of the tender clauses and the bid will be rejected.
10. The prospective bidder has to take the NDMA personnel for inspection of the sites where they are already in business contract for verification, if necessary, at their own cost.
11. NDMA is located at A-1, Safdarjung Enclave, NDMA Bhawan, New Delhi-29. In case NDMA is shifted to a single or multiple premises at Delhi during the currency of the contract, the service provider will have to provide the services as enumerated in the contract under the same rates, terms and conditions.

(Partha Kansabanik)
Under Secretary (General)

For & on behalf of the President of India
National Disaster Management Authority
A-1, Safadarjung Enclave, NDMA
Bhawan, New Delhi-29.
Phone No. 26701796

PART – I
Contract Form

1. This agreement is made this day..... between , herein after called “ name of company” the first party which expression shall include his heirs, executors and administrators/ heir successors and National Disaster Management Authority, herein after called “NDMA”, the second party, through Under Secretary (General), NDMA, New Delhi herein after include his successors and assignees, shown as under :-

2. That WHEREAS the first party shall and will execute the work described as “Comprehensive Maintenance Contract for maintenance of Air Conditioners/Water Coolers in “National Disaster Management Authority”, New Delhi details of which are given in Annexure-V to this office tender noticedated at the rated quoted
And as per all the terms and conditions
by vide their tender..... dated given in
Notice Inviting Tender (NIT) dated.....which shall become part and parcel of this agreement.

3. That WHEREAS, the second party shall and will pay on production of bills of maintenance of AC/Water Coolers as per payment terms stipulated in clause 5 of section- III of bid document.

4. In accordance with the NIT this agreement is made for a period of one year from, as in clause 4.1 of section- II of the bid document as decided upon to do so by the second party on the same terms, conditions and rate.

IN WITNESS THEROF THE ABOVE MENTIONED PARTIES HAVE PUT THEIR SIGNATURES ON THISDAY OF.....2013.

Witness for Vendor

Witness for NDMA

ANNEXURE – II
BID FORM

Tender No.

Date.....

(Name & Address of the Purchaser)

Dear Sir,

Having examined the conditions of contract and specifications including annexures Nos the receipt of which is hereby duly acknowledged, we, undersigned, offer to maintain and deliver..... in conformity with said drawings, conditions of contract and specifications for sum of (Total Bid amount in words and figures) or such other sums as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.

We undertake, if our Bid is accepted, to commence deliveries within () months and to complete delivery of all the items specified in the contract within () months calculated from the date of issue of your Work Order.

If our Bid is accepted, we will obtain the guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract sum for the due performance of the Contract.

We agree to abide by this Bid for a period of 180 days from the date fixed for Bid opening and it shall remain binding upon us and may be accepted at any time before the expiration of that period.

Until a formal Work Order of Contract is prepared and executed, this Bid together with your written acceptance thereof in your notification of award shall constitute a binding contract between us.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid, you may receive.
Dated thisday of2013

Signature of in capacity of
Duly authorized to sign the bid for and on behalf of
.....

Witness..... Tele No(s):-

SignatureFAX No(s)

Address E-Mail Address:-

ANNEXURE – III

PERFORMANCE SECURITY BOND FORM

In consideration of the President of India (hereinafter called „the Government“) having agreed to exempt ----- (hereinafter called „the said Contractor(s)“ from the demand, under the terms and conditions of an agreement / (Work Order) No. _____

Dated ----- made between ----- and ----- for the providing service of ----- (hereinafter called „the said Agreement“), of

performance security for the due fulfillment by the said Contractor(s) of the terms and conditions contained in the said Agreement, on Production of a bank guarantee for

----- we, (Name of the bank) ----- (hereinafter

referred to as „the Bank“) at the request of ----- contractors) do

hereby undertake to pay to the Government an amount not exceeding ----- against

any loss or damage caused to or suffered or would be caused to or suffered by the Government by reason of any breach by the said Contractor (S) of any of the terms or conditions contained in the said Agreement.

2. We (Name of the bank) ----- do hereby undertake to pay the amount due and payable under this guarantee without any demur, merely on a demand from the Government stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by the Government by reason of the contractor(s) failure to perform the said Agreement. Any such demand made on the bank shall be conclusive as regards the amount due and payable by the Bank under this guarantee where the decision of the Government in these counts shall be final and binding on the bank. However, our Liability under this guarantee shall be restricted to an amount not exceeding -----.

3. We undertake to pay to the Government any money so demanded notwithstanding any dispute or disputes raised by the service provider(s) in any suit or proceeding pending before any court or tribunal relating thereto our liability under this present being absolute and unequivocal. The payment so made by us under this bond shall be valid discharge of our liability for payment there under and the service provider(s) shall have no claim against us for making such payment.

4. We (name of the bank) ----- further agree that the guarantee herein contained shall remain in full force and effect during the period that would be taken for the performance of the said Agreement and that it shall continue to be enforceable till all the dues of the government under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till ----- (office/ Department) Ministry of ----- certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(S)and accordingly discharge this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of ONE and HALF YEAR from the date hereof, we shall be discharged from all liability under this guarantee thereafter.

5. We (Name of the bank) ----- further agree with the Government that the Government shall have the fullest liberty without our consent and without affecting in any

manner our obligations hereunder to vary and of the terms and conditions of the said Agreement or to extend time of performance by the said contract(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the Government Against and said Contract(s) and to forbear or enforce any of the terms and conditions relating to the said agreement and we shall not be relieved from our liability by reason of any such variation, or extension being granted to the said Contract(s) or for any forbearance, act or omission on the part of the Government or any indulgence by the Government to the said contract(s) or by any such matter or thing whatsoever which under the law relating to sureties would, but for this provision, have effect of so relieving us.

6. This guarantee will not be discharged due to the change in the constitution of the Bank or the service provider(s).

7. We (name of the bank) ----- lastly undertake not to revoke this guarantee during its currency except with the previous consent of the Government in writing.

Dated the ----- day of -----

For -----

(Indicate the name of the bank)

Witnesses:-

1.

2.

Telephone No.(s):-

STD Code-

FAX No.

E-Mail Address:-

ANNEXURE – IV

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

Subject: Authorization for attending bid opening on ----- (date) in the tender of _____

Following persons are hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder) in order of preference given below.

Order of Preference Name Specimen signature

I

II

Alternate Representative

Signatures of bidder

Or,

Officer authorized to sign the bid

Documents on behalf of the bidder.

Note:

1. Maximum of two representatives will be permitted to attend bid opening. In case where it is restricted to one, first preference will be allowed. Alternate representative will be permitted when regular representative are not able to attend.

2. Permission for entry to the hall where bids are opened may be refused in case authorization as prescribed above is not received.

ANNEXURE – V

PRICE SCHEDULE

Sl. No.	Equipment	Qty.	Rate per item Exclusive of VAT/service tax/lavies (Figure & word)	Total amount (Rate x Quantity) Exclusive of VAT/service tax/lavies (Figure & word)
1.	Split Type Air-Conditioners 4 Ton capacity	04		
2.	Split Type Air Conditioners 3 Ton capacity	49		
3.	Split Type Air Conditioners 2 Ton capacity	14		
4.	Split Type Air Conditioners 1.5 Ton capacity	36		
5.	Split Type Air Conditioners 1 Ton capacity	22		
6.	Water Coolers Usha (150 Ltrs.)	05		
	GRAND TOTAL::	130		

ANNEXURE – VI

(i) Checklist and the order in which the documents are to be submitted for the Technical Bid.

Please check whether all the below mentioned Documents have been supplied for participating in tender for Annual Maintenance Contract in NDMA. The documents to be submitted in descending order with item no. 1 on top of all. Please also mention the page no. of the Technical Bid where these documents are given.

Sl.No.	Documents (Please refer to clause 7.1 of Section- II for filling this checklist).	Page No.
1	Documentary Evidence/Certificate of being a vendor of maintenance of Air Conditioners/Water Coolers.	
2	Authorization letter for attending the bid opening.	
	Cost of tender paper for Rs.200/- (if downloaded from website).	
3	Bid Security in the form of bank draft for Rs.20,000/-	
4	Power of Attorney, if any.	
5	Clause by clause Compliance in the form of signing & stamping all the pages from 1 to 27 by Authorized person/ persons.	
6	Certificate from CA Regarding Annual Turn over of more than 10 Lakhs for last three years (2011-12, 2012-13 and 2013-14).	
7	Valid Service Tax/Income Tax Registration Certification with PAN.	
8	Certificate of Incorporation / Firm Registration Certificate as the case may be.	
9	Article of Memorandum of Association / proprietorship deed certificate as the case may be.	
10	Experience of providing services for Air Conditioners/Water Coolers as per listed in Annexure-V for more than five years in Central/state Department/ Ministries or government undertaking.	
11	Current work order copy of providing similar services to atleast three other Govt./ PSUs of same capacity.	
12	Any other Documents (Please Specify).	

Bidder to ensure

- A. That all Pages have been stamped & signed by the authorized person/ persons.
- B. That all the pages submitted have been numbered.
- C. That all the documents are legible (clearly readable).

ANNEXURE – VII

(ii) Checklist and the order in which the documents are to be submitted for the Financial Bid.

Sr. No.	Documents (Please refer to clause 7.2 of Section- II for filling this checklist)	Page No.
1	Bid form as per Annexure -II	
2	Price Schedule as per Annexure-V	