

No.F.18-9/2015-NMMA  
GOVERNMENT OF INDIA  
Archeological Survey of India  
National Mission on Monuments and Antiquities

G.E. Building, Red Fort Complex, Delhi-110006.  
Dated: the 27<sup>th</sup> May, 2016.

TENDER DOCUMENT

For award of annual contract for maintenance/repair of Air-conditioners (Window/Split), Air coolers & Water Dispensers belonging to National Mission on Monuments and Antiquities.

BRIEF INFORMATION ON BID DOCUMENT

1.	Tender No.	No.F.18-9/2015-NMMA
2.	Duration of Contract	One year from the date of award of contract.
3.	Last date and time of submission	1200 Hours on 7 <sup>th</sup> June, 2016
4.	Date of Opening of Bids	1500 Hours on 7 <sup>th</sup> June, 2016
5.	EMD	Rs.5,000/- (Rupees Five thousand only)
6.	Cost of Tender document	NIL
7.	Total Number of pages of Tender Document	11
8.	Address and Venue for the submission of Tender document	Tender Box kept at Office of Director, NMMA, G.E. Building, Red Fort Complex, Delhi-110006.

*M. Pantam*


No.F. 18-9/2015-NMMA  
GOVERNMENT OF INDIA  
ARCHEOLOGICAL SURVEY OF INDIA  
NATIONAL MISSION ON MONUMENTS AND ANTIQUITIES

GE Building, Red Fort Complex, Delhi-110006.  
Dated 27<sup>th</sup> May, 2016

**NOTICE INVITING TENDER**

**Maintenance/repair of Air-conditioner (Window/Split), Air coolers & Water Dispensers**

- 1. SEALED quotations** are invited from reputed/registered firms dealing in repair/maintenance of Air-conditioners, drinking water coolers & Water Dispensers for award of Annual Maintenance Contract for the maintenance/repair of Air-conditioners, Air coolers & Water Dispensers [Window — 3, Split — 11, Air Coolers -4 & Water Dispensers - 2] installed in the GE Building, Red Fort Complex, Delhi-110006 as per details mentioned at Annexure — I on the terms and conditions enumerated in the following paragraphs. The Annual Contract for maintenance/repair of Air-conditioners, Air Coolers and for water dispensers will be for a period of one year from the date of award of the contract.
- 2. The term "Maintenance" shall include oiling, cleaning, greasing, servicing and repair of motor/compressor, electrical parts, air filters, & gas charging in respect of Air Conditioners and water dispensers and replacement of wood wool pads of Air Coolers and oiling, cleaning, greasing, and repair of fan and pump and other electrical parts during the currency of the contract at the exclusive risk, responsibility and the cost of contractor**
- 3. The complete Tender Document can be downloaded from the website of Archeological Survey of India: asi.nic.in & Ministry of Culture: indiaculture.nic.in.**
- 4. The Earnest Money Deposit (EMD) of Rs.5,000/- (Rs. Five 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, Archaeological Survey of India, 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 Office of Director, National Mission on Monuments and Antiquities, G.E. Building, Red Fort Complex, Delhi-110006.**
- 5. The last date of receipt of tender is 7<sup>th</sup> June, 2016 AT 1200 HOURS**
- 6. The Quotation will be opened by The Tender Opening Committee on 7<sup>th</sup> June, 2016 at 1500 hours in the office of National Mission on Monuments and Antiquities.**

  
Dr. Meena Gautam)  
Director Tel.No.23252603  
Email: [dirnmm.asi@gmail.com](mailto:dirnmm.asi@gmail.com)

## **INSTRUCTIONS TO THE BIDDERS**

### **1 GENERAL INSTRUCTIONS**

- 1.1 For the Bidding/Tender Document Purposes, the National Mission on Monuments & Antiquities shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/ or Bidder or interchangeably

**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.**

- 1.2 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.**
- 1.3 For all purposes of the contract including arbitration thereunder, 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 National Mission on Monuments and Antiquities. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner
- 1.4 The contract shall be awarded to the selected bidder(s) on fixed rates for maintenance repair of Air-conditioners (Window/Split) & drinking Air coolers and for water dispensers the period of annual contract will be for one year from the date of the award of the contract. **However, the contract may be extended for further period of one year, if mutually agreed by both the parties.**

### **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;-

- a. Registration: the Bidder/Bidding Firm must be registered with the Income Tax. The proof/self-attested copies in support shall be attached with bid document.
- b. Experience: The Bidder shall have experience in the similar field in the Government Ministries/Departments for two years.

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

- a. Self-attested copy of registration certificate of agency for the similar job
- b. Self-attested copy of PAN/GIR Card
- c. Self-attested copy of Income Tax Registration Certificate
- d. Self-attested copy of Service Tax registration Certificate
- e. Self-attested copy of the latest IT return filed by agency;
- f. Self-attested document in support of financial turnover of the agency
- g. Statement of Bank A/c in the name of Firm/Agency;
- h. Self-attested copy of TIN number & VAT Registration Certificate

3. **EARNEST MONEY DEPOSIT:**

- 3.1 The Quotation should be accompanied with an Earnest Money Deposit (EMD), refundable, of **Rs.5,000/- (Rupees five thousand only)** in the form of Demand Draft/Pay Order drawn in favour of "Pay & Accounts Officer, Archeological Survey of India, New Delhi. **failing which the tender shall be rejected outright**
- 3.2 No request for transfer of any previous deposit of Earnest Money Deposit or Performance Security Deposit or adjustment against any pending bill held by the NMMA, ASI in respect of any previous work shall be entertained.
- 3.3 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.
- 3.4 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 on EMD.
- 3.5 The bid security may be forfeited:
- (i) If the bidder withdraws his bid during the period of validity of the bids specified by the bidder in the bid form; or
  - (ii) In case of successful bidder, if the bidder
    - (a) Fails to sign the contract in accordance with the terms of the tender document
    - (b) Fails to furnish required Performance Security Deposit in accordance with the terms of Tender Documents within the time frame specified by the client; or
    - (c) Fails or refuses to honour his own quoted prices for the services or part thereof

*M. Sankar*

## 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;
- 4.2 In case, client calls the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;
- 4.3 The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

## 4. PREPARATION OF BIDS

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

4.2 **Bid:** The bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD (Rs.5,000/-) of requisite amount.

a. Bid Submission Form should **be duly signed**

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

4.3 No cutting or overwriting in the tender form will be acceptable.

5.4 An undertaking that the firm is not banned/blacklisted from any organization/ Govt. Department

5.5 All the pages of tender documents should be signed and properly numbered and total number of pages must be indicated on the forwarding letter.

5.6 The prospective firms should have at least 2 year's experience of maintenance/repairing of Air conditioners, Air coolers/water dispensers with the Government Departments and should furnish a copy of "Experience Certificate" from their respective organizations.

5.7 *The rates quoted must be, in whole rupee inclusive of transportation charges, etc. It may specifically be noted that the quotations having unrealistic, impractical and non-serious prices i.e. "free" or "complementary" just for the sake of vitiating the whole Tender Process and for grabbing the contract, are liable to be ignored/rejected.*

5.8 The tender quotation should be complete in all respects and any incomplete tender quotation would be treated as ineligible for award of the contract.

5.9 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

*A. Sankar*

## 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 their quotation in a sealed envelopes super-scribing **"Quotation for the maintenance/repair of Air-conditioners, Air coolers & water dispensers in National Mission on Monuments & Antiquities"** and deposit the same in the Tender Box kept at the Office of Director, National Mission on Monuments & Antiquities, GE Building, Red Fort, Delhi-110006.
- 6.2 The Earnest Money Deposit (EMD) of Rs.5,000 (Rupees Five thousand only), refundable (without interest), should be necessarily accompanied with the Bid of the Firm in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Archaeological Survey of India, New Delhi, **failing which the tender shall be rejected summarily.**
- 6.3 The Bid shall be submitted not later than **1200 hours of 7<sup>th</sup> June, 2016** addressed to "Director, National Mission on Monuments & Antiquities, GE Building, Red Fort Complex, Delhi-110006. 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. However, the Competent Authority in the National Mission on Monuments & Antiquities, reserves right to extend the date/time for submission of bids, before opening of the Bids.

## 7. BID OPENING PROCEDURE

- 7.1 The Bids shall be opened on 7<sup>th</sup> June, 2016 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 After opening of the Bids and verifying the EMD amount, the bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document
- 7.4 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.
- 7.5 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. CLARIFICATION ON BID EVALUATION

- 8.1 The Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.
- 8.2 If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, the interpretation made by the client will be final.

*M. Pantan*

8.3 Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.

8.4 If there is a discrepancy between words and figures, the amount in words shall prevail.

## **9. RETURNING OF EARNEST MONEY DEPOSIT (EMD)**

9.1 The Earnest Money Deposit of the bidders shall be returned on award of contract to the successful bidder

9.2 The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Bids and prior to opening of bids.

### **( GENERAL CONDITIONS OF CONTRACT )**

#### **1. PERFORMANCE SECURITY DEPOSIT (PSD)**

1.1 The successful Firm will have to deposit a Performance Security of Rs.5,000/- (Rupees Five 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, Archaeological Survey of India, 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.

1.2 The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in the National Mission on Monuments & Antiquities in the event of any breach or negligence or nonobservance of any terms & conditions of the contract or for unsatisfactory performance.

#### **2 COMMENCEMENT OF SERVICES**

2.1 The contract shall become legally binding and in force only upon: Submission of Performance Security Deposit

2.2 The successful firm will be required to start working immediately from the date of award of the Contract. The National Mission on Monuments & Antiquities shall, however, has the right to terminate the contract at any time

#### **3 TERMS & CONDITIONS**

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

3.2 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.

3.3 Name of the proprietor, Residential and official Address and Telephone numbers of the firm to be given on the letterhead of the firm.

*M. Pantan*

- 3.4 Copy of latest Income Tax Return may also be enclosed.
- 3.5 Selected Firm shall be required to inspect all the air conditioners, Air coolers and water dispensers 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.
- 3.6 The work is to be carried out in the premises of the National Mission on Monuments & Antiquities. 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.
- 3.7 In no case, an air conditioner, or part thereof, shall be taken out of the premises without Formal written permission of this Mission, 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.
- 3.8 Complaints will be attended immediately after receiving the intimation over phone or in writing. In case, the complaint(s) of maintenance/repair of the AC/Air Coolers/WD are not attended to within 24 hours, penalty of Rs.200/- per day per AC/Air Coolers/WD will be levied. Frequent failure to repair the Air-conditionings/water coolers/WD shall warrant the blacklisting of the Firm.
- 3.9 The selected firm will complete the servicing of all ACs/Water coolers by 1<sup>st</sup> July, 2016 and will put all ACs/Air Coolers/Water Dispensers in working conditions.
- 3.10 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 provided on regular basis during office hours and in case of emergency beyond office hours or on holidays etc.
- 3.11 The existing numbers of Air conditioners (Window/Split), Air Coolers and water dispensers 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.
- 3.12 The firm will be required to undertake maintenance/repairs of Air conditioners (window/split), Air Coolers & water dispensers at GE Building, Red Fort Complex, Delhi-110006.
- 3.13 **The term "Maintenance" shall include oiling, cleaning, greasing, servicing and repair of motor/compressor, electrical parts, air filters, & gas charging in respect of Air Conditioners and water dispensers and replacement of wood wool pads of Air Coolers and oiling, cleaning, greasing, and repair of fan and pump and other electrical parts during the currency of the contract at the exclusive risk, responsibility and the cost of contractor.**
- 3.14 The contractor will ensure that the Air-conditioners, Air coolers and Water Dispensers give uninterrupted and trouble-free service. All breakdown calls should be attended to promptly and within stipulated time
- 3.15 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 Mission.
- 3.16 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.

- 3.17 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.

#### 4 CONTRACTOR'S LIABILITY

- 4.1 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
- 4.2.1 The firm must have an office or workshop of its own in Delhi/NCR
- 4.3 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 contractor's 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
- 4.4 The firm/contractor shall be responsible for any injury or accident to the mechanic/ Person employed by them.

#### 4 VALIDITY OF CONTRACT

- 4.1 The period of Annual Maintenance Contract for maintenance/repair of Air-conditioners, Air coolers and Water Dispensers will be valid will be for a period of one year from the date of award of the contract
- 4.2 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 Mission, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

#### 5 PAYMENTS

- 5.1 For payment purpose, the bills should be submitted quarterly basis after the end of the quarter.
- 5.2 All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS) or Cheque
- 5.3 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 Mission.

#### 6 TERMINATION

- 6.1 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, Director General, Archaeological Survey of India, New Delhi in this regard shall be final.
- 6.2 The contractor goes bankrupt and becomes insolvent

*M. J. Singh*

## 7 GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE

7.1 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 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 Archeological Survey of India 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.

7.2 **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 Mission.**



Dr. Meena Gautam)

Director,

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**Enclosure to Tender document No.F.18-9/2015-NMMA dated 26<sup>th</sup> May, 2016****AMC for Service Maintenance of Split Window Air Conditioners, Air Coolers & Water dispensers belonging to National Mission on Monuments and Antiquities**

S.No	Items	Window type	Split type	Air Cooler	Water Dispenser
1.	Maintenance Charges (rate per AC/ Air Cooler/WD including Oiling, cleaning, greasing, servicing, repair of motor/compressor, electrical parts, air filters and gas charging, replacement of wool wood and repair of pump and fan in Air Coolers)				
2.	Replacement of Components if required				
(a)	<b>Compressor</b>				
	(i) 1.5 Ton AC				
	(ii) 2 Ton				
	Buy back of old compressor				
(b)	Running Capacitor				
(c)	<b>Fan Motor</b>				
	(i) Rewinding				
	(ii) Replacement				
	Buy back of old motor				
(d)	Grill				
(e)	Chassis				
(f)	<b>Remote of Split AC</b>				
	(i) Repair				
	( ) 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				
(s)	Valve				
(u)	3 core Wire (per mtr.)				
(v)	Gas Charging				
(x)	Installation Charges				----
(y)	De-installation Charges				

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