

**TENDER FOR
ANNUAL MAINTENANCE CONTRACT OF AIRCONDITIONERS &
WATER COOLERS IN PARYAVARAN BHAWAN
CGO Complex, New Delhi**

Tender No: - MoEF/Tender/2010-11/AMC_AC_WC DATED 10th March, 2010

Closing date 1500 hours on 30th March, 2010

Check list of Document to be submitted by the bidder along with Technical Bid

“Tender for AMC of Air Conditioners & water coolers of Ministry of Environment and Forests in Paryavaran Bhawan, CGO Complex, N.Delhi

S.No	Particulars	Complied (yes/no)
1.	Bid Form, duly filled in, as per Tender Document Section	
2.	Cost of bid document in the form of DD.	
3.	Bid Security in accordance with the tender document in the form of DD.	
4.	Original “Power of Attorney” in case person other than the tenderer has signed the tender documents or in case of Partnership firm / Company	
5.	The copy of Experience certificate as per NIT	
6.	Authorization letter for authorized representative(s) to participate in tender opening.	
7.	Tender document(s), in original, duly filled in and signed by tenderer or his authorized representative along with seal on each page.	
8.	Technical Bid and Financial Bid duly Sealed as required	
9.	Details of ESI and EPF registration of the firm	

- NOTE:**
- 1. All the documentary evidences must be duly attested by a gazetted officer or self attested.**
 - 2. Unattested copies of documentary evidence shall not be treated as valid.**
 - 3. Experience should be in the form of experience certificate. Submission of Work Order in place of experience certificate will not be considered as valid.**

SECTION – I

Notice Inviting Tender

Ministry of Environment & Forests
General Administration

No: 21017/3/2009-GA

DATED 10th March 2010

- 1 Sealed tenders (packing PVC/tape/sealing wax) are invited, on behalf of President Of India by US (GA) from the eligible bidders for following work: -

Name of item	Estimated cost of Work(in Rs.)	Cost of Bid Document (Non Refundable In Rs.)	Bid security (In Rs.)	Date & time for submission of bid upto 1500 hrs on	Date & time of opening of tender 1530 hrs on
Tender for AMC of Air conditioners and water coolers in Paryavaran Bhawan, CGO Complex, N.Delhi	7,50,000/-	500/-	15,000/- (2% of estimate d cost)	30.03.2010	30.03.2010

3 Eligibility conditions:

- The bidder must have at least three years experience of comprehensive maintenance of airconditioners and water coolers in any Ministry/Department /Central Govt. PSU.
- The annual cost of at least one maintenance contract within last three financial years should be Rs.3 lakhs or more;
- Total cost of annual maintenance contracts during last three financial years should be Rs.9 lakhs or more.
- The experience certificate should be issued by an officer not below the rank of Under Secretary/Section officer or equivalent. The experience certificate shall clearly indicate successful completion of work and mere issue of work order will not suffice.
- The firm must be registered for Service Tax.
- The firm must comply with the requirements of ESI and EPF, etc.

4 Mode of receipt of tender form :

- Tender document can be downloaded from our website www.envfor.nic.in containing all details of items and terms & conditions (The bidder will submit the cost of bid document separately along with bid security in the form of bank DD).
- Venue for opening of tender is O/o SO(GA), Ground Floor, Paryavaran Bhawan, CGO Complex, N.Delhi.

- 5 **Bid Security:** - Bid Security as per NIT can be paid in the form of Demand Draft issued by a scheduled bank, drawn in favour of Pay & Account Officer, Ministry of Environment & Forests, New Delhi payable at Delhi. The tender, which is not accompanied by the requisite amount of bid security and cost of bid document, shall be summarily rejected.

The bid shall be submitted as per procedure mentioned below: -

- Part I: - **TECHNICAL BID** - It will consist of the company/ establishment profile indicating the capability, self attested documentary proof of experience, financial standing certificates and

other statutory requirement certificates as mentioned in eligibility conditions , bid document , bid security, cost of bid document as per NIT in the form of bank DD drawn in favour of Pay & Account Officer, Ministry of Environment & Forests, New Delhi payable at Delhi, etc. This sealed envelope will be marked as **“TECHNICAL BID”**.

- b. Part II: - **FINANCIAL BID** – It will contain the price of the tender items including all taxes. This sealed envelope shall be marked as **“FINANCIAL BID”**. The format of ‘Financial Bid’ shall not be changed under any circumstances.
 - c. The envelope of part-I & part II together shall be sealed in another envelope marked as **Tender for AMC of Airconditioners and water coolers in Paryavaran Bhawan, CGO Complex, N.Delhi** and addressed to Under Secretary (GA) .
- 6 Tenders in sealed cover and super scribed **“Tender for AMC of Airconditioners and water coolers in Paryavaran Bhawan, CGO Complex, N.Delhi”** and addressed to Under Secretary (GA), Paryvaran Bhawan, CGO Complex, N.Delhi, should be dropped in the tender box up to 1500 hrs. as per above schedule.
 - 7 If there is holiday on the date of opening of tender then next working day will be the date of opening.
 - 8 The Ministry reserves the right to reject any or all tenders without assigning any reason whatsoever.
 9. Period of contract One year from the date of signing of the agreement, extendable by one more year subject to satisfactory performance.
- 9 Details also available on www.envfor.nic.in

Under Secretary (GA)
MoEF, New Delhi

SECTION - II
INSTRUCTIONS TO BIDDERS

1. ELIGIBLE BIDDERS:

As per NIT

2. COST OF BIDDING:

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

3. BID DOCUMENTS :

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

- a) Tender Notice [Section I]
- b) Instructions to Bidders [Section II]
- c) General (Commercial) Conditions of the Contract [Section III]
- d) Special Conditions of Contract [Section IV]
- e) Bid Form and Price Schedule [Section V]
- f) Performance Security Guarantee (Bond Form) [Section VII]
- g) Letter of Authorization for Attending Bid Opening [Section VI]

3.2 The Bidder is expected to examine 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 bidders risk and shall result in rejection of the bid.

4. CLARIFICATION OF BID DOCUMENTS:

A prospective bidder, requiring any clarification of the Bid Documents shall notify the US (GA) in writing at the US (GA) mailing address indicated in the invitation for Bids or by FAX at **(011 -24363021)** . The US (GA) shall respond in writing to any request for clarification of the Bid Documents, which he receives not later than **10 days** prior to the date for the opening/submission of bids. Copies of the query (without Identifying the source) and clarifications by the US (GA) will be made available in the website www.envfor.nic.in and will be binding on all bidders.

5. AMENDMENT OF BID DOCUMENTS:

5.1 At any time, prior to the date of submission of bids, the MoEF 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.

5.2 The amendments shall be notified in the website of Ministry of Environment & Forests at www.envfor.nic.in and these amendments will be binding on them.

5.3 In order to afford prospective bidders reasonable time in which to take the amendments into account in preparing their bids, the US (GA) may, at its discretion, extend the deadline for the submission of Bids suitably.

6. DOCUMENTS COMPRISING THE BID:

The bid prepared by the Bidder shall comprise documents as per check list.

7. BID FORM:

7.1 The bidder shall complete the Bid Form and the appropriate Price Schedule furnished in the Bid Documents.

7.2 Not more than one tender form can be submitted by a firm. If a firm does so, then all the bids received from the firm may be rejected.

8. BID PRICES:

8.1 Prices shall be quoted by the bidder both in numerals as well as in words against each item. The price should be quoted only in the prescribed format downloaded from the website. In case of discrepancy the figures quoted in words will be treated as final (Financial Bid). Prices quoted in any other manner shall not be considered.

8.2 The prices 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 will be treated as non-responsive and rejected.

9. DOCUMENTS ESTABLISHING BIDDER'S ELIGIBILITY AND QUALIFICATIONS:

As per check list

10. BID SECURITY:

10.1 The bidders shall furnish as part of his bid, a bid security in the **form of Bank DD as per NIT**.

10.2 The bid security is required to protect the Ministry against the risk of bidder's conduct, which would warrant the security's forfeiture, pursuant to para 10.7.

10.3 No interest will be paid on bid security for any period.

10.3.1 The bid security shall be in the form of a **of Bank DD and enclosed along with the bid**. Payment in any other form is not acceptable & **shall lead to outright rejection of the Bid**.

10.4 **A bid not secured in accordance with para 10.1 & 10.3 shall be rejected by the MoEF as non-responsive.**

10.5 The bid security of the unsuccessful bidder will be discharged/returned as promptly as possible but not later than **30 days** after the acceptance of tender by the MoEF, pursuant to clause 11. The security of the Bidders whose bids are not opened will be refunded after one month.

10.6 The successful bidder's bid security will be returned upon the bidder's acceptance of the tender/ advance purchase order/agreement satisfactorily and furnishing the performance security.

10.7 The bid security may be forfeited:

- a) If a bidder withdraws his bid during the period of bid validity or
- b) In the case of a successful bidder, if the bidder fails
 - i) to sign the contract in accordance with bid document.
 - ii) To furnish performance security in accordance with bid document.
 - iii) Not conforming as per the terms and condition of tender.

11. PERIOD OF VALIDITY OF BIDS :

11.1 Bid shall remain valid for 180 **days** after the date of bid opening prescribed by the Ministry. **A bid valid for a shorter period shall be rejected by the MoEF as non-responsive.**

11.2 In exceptional circumstances, the Ministry 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 10 shall also be suitably extended as asked for. A bidder accepting the request and granting extension will not be permitted to modify his bid.

12. FORMATS AND SIGNING OF BID :

- I. The bidder shall prepare one complete set of original bid. The original Bid shall be downloaded from the internet and all the pages numbered consecutively and shall be signed by the bidder or a person or persons duly authorized to bind the bidder to the contract. The letter of authorization shall be indicated by written power of –attorney accompanying the bid. All pages of the original bid, shall be signed by the persons or persons signing the bid. The Bids submitted shall be sealed properly.
- II. 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 or persons signing the Bid.

13. SUBMISSION OF BIDS:

Bid should be submitted as per NIT

The bidder will be bound by all terms, conditions & specification as detailed in the tender documents

Any tender with conditions other than those specified in the tender document is liable to be summarily rejected. No modification by the contractor in any of the conditions will be permitted after the tender is opened.

14. SEALING AND MARKING OF BIDS:

The bid shall be prepared and submitted in the format as per NIT. The bid submitted without the price of bid document as mentioned in of NIT shall be rejected.

The envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened in case it is declared "LATE". Or rejected.

15. SUBMISSION OF BIDS:

15.1 Bids must be received by the Ministry at the address specified under NIT not later than 1500 hrs on due date.

15.2 The Ministry may, at its discretion, extend this deadline for the submission of bids by amending the Bid Documents in accordance with Clause 5 in which case all rights and obligations of the MoEF and bidders previously subject to the deadline will thereafter be subjected to the deadline as extended.

16. LATE BIDS:

Any bid received by the MoEF after the deadline for submission of bids prescribed by the MoEF pursuant to Clause 16, shall be rejected.

17. MODIFICATIONS AND WITHDRAWAL OF BIDS:

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

17.2 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 14. A withdrawal notice may also be sent by Fax but followed by a signed confirmation copy sent by Registered Post, post marked not later than the deadline for submission of bids.

17.3 Subject to clause 19, no bid shall be modified subsequent to the deadline for submission of bids.

BID OPENING AND EVALUATION

18 OPENING OF BIDS BY MINISTRY:

18.1 The Ministry shall open bids in the presence of bidders or his authorized representatives who choose to attend at 1530 hrs. on the due date in the O/o SO (GA). The bidder's representative, who are present; shall sign an attendance register. Authority letter to this effect shall be submitted by the bidder before they are allowed to participate in bid opening. (A format is given in Section VI of this document).

18.2 A maximum of one representative for any bidder shall be authorized and permitted to attend the bid opening.

18.3 The Bidder's names, modifications, bid withdrawals and such other details as the Ministry at its discretion, may consider appropriate will be announced at the opening.

18.4 The date fixed for opening of bids, if subsequently declared as holiday by Ministry, the bids shall be opened on the next working day, time and venue remaining unaltered.

19. CLARIFICATION OF BIDS:

To assist in the examination, evaluation and comparison of bids the Ministry 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.

20 PRELIMINARY EVALUATION:

20.1 The Ministry of Environment & Forests shall evaluate the bids to determine whether they are complete, whether any computational errors have been made, whether required sureties have been furnished, whether the documents have been properly signed and whether the bids are generally in order.

20.2 If there is a discrepancy between words and figures, the amount in words shall prevail. If the Bidder does not accept the correction of the errors, his bid shall be rejected.

20.3 Prior to the detailed evaluation, pursuant to clause 21, the MoEF will determine the substantial responsiveness of each bid to the Bid documents. For purposes of these clauses, a substantially responsive bid is one which conforms, to all the terms and conditions of the Bid Documents without material deviations. The MoEF determination of bid's responsiveness is to be based on the contents of the bid itself without recourse to extrinsic evidence.

20.4 A bid determined as substantially non-responsive will be rejected by the MoEF and shall not subsequent to the bid opening be made responsive by the

bidder by correction of the non-conformity.

20.5 The MoEF may waive any minor infirmity or non-conformity or irregularity in a bid which does not constitute a material deviation, provided such waiver does not prejudice or affect the relative ranking of any bidder.

21. EVALUATIONS AND COMPARISON OF SUBSTANTIALLY RESPONSIVE BIDS:

21.1 The MoEF shall evaluate in detail and compare the bids previously determined to be substantially responsive pursuant to clause 20.

21.2 The evaluation and comparison of responsive bids shall be done on the basis of total cost of maintenance of airconditioners and water coolers offered in the financial bid document excluding levies & taxes etc. as indicated in price schedule of the Bid document. The Tender will be evaluated for the prices offered.

22 AWARD OF CONTRACT:

The Ministry shall consider placement of orders on those eligible bidder/bidders whose offers have been found technically, commercially and financially acceptable.

23 MINISTRY'S RIGHT TO ACCEPT ANY BID AND TO REJECT ANY OR ALL BIDS:

The Ministry 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 of the Ministry's action.

24 SIGNING OF CONTRACT:

24.1 The issue of Work Order shall constitute the award of contract on the bidder.

24.2 Upon the successful bidder furnishing of performance security pursuant to clause , the Ministry shall discharge its bid security, pursuant to clause 10.

24.3 The successful bidder shall, after furnishing the performance security, sign the agreement with the MoEF.

25. ANNULMENT OF AWARD:

Failure of the successful bidder to comply with the requirement of Clause 24 shall constitute sufficient ground for the annulment of the award and

forfeiture of the bid security in which event the MoEF may make the award to any other bidder at the discretion of MoEF or call for new bids.

SECTION - III

GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT

1 PERFORMANCE SECURITY :

1.1 The successful bidder will have to deposit performance security of an amount equal to 10% of tender value in the form of bank DD OR in the form of bank FDR/guarantee pledged to P& A O Ministry of Environment & Forests, N.Delhi.

1.2 The successful bidder bid security will be returned upon furnishing of performance security.

1.3 No interest shall be paid on the performance security deposit for any period whatsoever.

1.4 The proceeds of the performance security shall be payable to the MoEF as compensation for any loss resulting from the contractor's failure to complete its obligations under the Contract.

1.5 The Performance Security Bond shall be in the form of bank guarantee issued by a Scheduled Bank and in the form provided in the Bid Document, Section VII.

1.6 The performance security deposit and Performance Security Bond will be discharged by the MoEF after completion of the Supplier's performance obligations under the Contract.

2 INSPECTION AND TESTS :

2.1 The successful bidder will have to maintain the grill temperature of all the Air conditioner at 19 degrees Celsius.

2.2 The MoEF or his representative shall have the right to inspect and test the goods as per prescribed test schedules for their conformity to the specifications. Where the MoEF decides to conduct such tests on the premises of the Supplier or its subcontractor(s), all reasonable facilities and assistance like Testing Instruments and other test gadgets including access to drawings and production data shall be furnished to the inspectors at no charge to the MoEF.

2.3 Should any inspected or tested goods fail to conform to the Specifications, MoEF may reject them and the contractor shall either replace the rejected goods or make all alterations necessary to meet Specification requirements free of cost to the MoEF.

3. PAYMENT TERMS:

Payment shall be made quarterly against successful completion of work against a particular work order. At no point of time running payment shall be made.

4. PRICES:

Price once fixed will remain valid for the entire period of tender. Increase and

decrease of taxes/duties will not affect the price during this period. The rates quoted for maintenance of airconditioners and water coolers shall be comprehensive including all parts, material and labour.

5. DELAYS IN THE CONTRACTOR'S PERFORMANCE:

5.1 If a particular machine is not repaired within 24 hours of the receipt of the compliant, a penalty of Rs.500/- per day per machine shall be imposed. Continuous delay by the bidder in the performance of its delivery and service obligations shall render the bidder liable to forfeiture of its performance security.

5.2 If at any time during performance of the Contract the bidder should encounter conditions impeding timely delivery of the work and performance of service, the contractor shall promptly notify to the MoEF in writing of the fact of the delay, its likely duration and its causes(s). As soon as practicable after receipt of the contractor's notice, the MoEF shall evaluate the situation and may at its discretion extend the period for performance of the contract in writing after mutual discussion with the contractor. The contractor shall not be entitled for any escalation, compensation or damages for the period of extension so granted for whatsoever reason(s). The decision of the MoEF in this regard shall be final & binding and no dispute in this regard is arbitrable.

6. FORCE MAJEURE :

If any time, during the continuance of this contract, the performance in whole or in part by either party or any obligation under this contract shall be 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 (Herein after 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 event be entitled to terminate this contract nor shall either party have any such claim for damages against the other in respect of such non-performance or delay in performance, and work under the contract shall be resumed as soon as practicable after such event may come to an end or cease to exist, and the decision of the MoEF as to whether the work have been so resumed or not shall be final and conclusive, 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.

7. TERMINATION FOR INSOLVENCY

The MoEF may, at any time terminate the Contract by giving written notice to the Contractor, without compensation to contractor, if the contractor 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 MoEF.

8. **ARBITRATION:**

8.1 In the event of any question, dispute or difference arising under this agreement or in connection there-with except as to matter the decision of which is specifically provided under this agreement, the same shall be referred to sole arbitration of the Secretary (E&F), Ministry of Environment & Forests, Delhi or in case his designation is changed or his office is abolished then in such case to the sole arbitration of the officer for the time being entrusted whether in addition to the functions of the Secretary (E&F) or by whatever designation such officers may be called (hereinafter referred to as the said officer) and if the Secretary (E&F) ,or the said officer is unable or unwilling to act as such to the sole arbitration of some other person appointed by the Secretary (E&F), or the said officer. The agreement to appoint an arbitrator will be in accordance with the Arbitration and Conciliation Act, 1996. There will be no objection to any such appointment that the arbitrator is Government Servant or that he has to deal with the matter to which the agreement relates or that in the course of his duties as Government Servant he has expressed views on all or any of the matter under dispute. The award of the arbitrator shall be final and binding on the parties. In the event of such arbitrator to whom the matter is originally referred, being transferred or vacating his office or being unable to act for any reasons whatsoever, Secretary (E&F) or the said officer shall appoint another person to act as arbitrator in accordance with terms of the agreement and the person so appointed shall be entitled to proceed from the stage at which it was left by his predecessors.

8.2 The arbitrator may from time to time with the consent of parties enlarge the time for making and publishing the award. Subject to aforesaid Indian Arbitration and Conciliation Act 1996 and the Rules made thereunder, any modification thereof for the time being in force shall be deemed to apply to the arbitration proceeding under this clause.

8.3 The venue of the arbitration proceeding shall be the Office of the Secretary (E&F) or such other Places as the arbitrator may decide.

9. **LEGAL JURISDICTION:**

In case of any dispute, the Delhi **court alone** shall have the territorial jurisdiction to adjudicate upon the matter arising out of this contract.

SECTION IV

SPECIAL CONDITIONS OF CONTRACT

1. The special conditions of the contract shall supplement the **'Instructions to the Bidders'** as contained in Section II & **"General(Commercial) Conditions of the Contract"** as contained in Section III and wherever there is a conflict, the provisions herein shall prevail over those in Section II and Section III.
2. In case the date fixed for opening of bids is, if subsequently, declared as holiday by the MoEF , 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 The work will be accepted only after quality assurance tests/checks are carried out by inspecting authority of MoEF, nominated by US(GA),MoEF, Delhi, as per prescribed schedule and material passing the test successfully.
4. The successful bidder shall, upon award of the contract and signing of the agreement, inform the MoEF in writing the names, designations and telephone numbers of nodal person(s) and/or service engineers for lodging of complaints.
5. The nodal person(s) shall be responsible for entering all complaints in a register, duly serial numbered and dated, for attendance by the service engineers. After attending the complaints and executing the works to the satisfaction of the user officer, the service engineers shall obtain installation/service report from the user officer and make a signed and dated entry against the corresponding complaints in the complaint register.
6. The US(GA) reserves the right to inspect the complaint register any time. After inspection, if it is found that any complaint has not been attended and works executed within the stipulated time, penalties shall be imposed in terms of para 5.1 of Section-III : GENERAL (COMMERCIAL) CONDITIONS OF CONTRACT. Decision of US(GA) or any authority superior to him in this regard shall be final and binding on the service provider.
7. MoEF reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contracts entered into with the MoEF.
8. MoEF reserves the right to black list a bidder for a suitable period in case he fails to honor his bid without sufficient grounds OR MoEF can also take any action such as forfeiture of EMD, security deposit , bank guarantee.
9. Any clarification issued by MoEF, in response to query raised by prospective bidders shall form an integral part of bid documents and it may amount to amendment of relevant clauses of the bid documents.

10. The bidder shall be charged liquidated damages at the rates as defined in the Clause 5 of Section III, General Conditions of the Contract for any delay in the turn-key job entrusted to the bidder beyond the scheduled delivery/installation/commissioning period.

11. Performance Bank Guarantee shall be six months extra over the date of termination of contract.

Section-V

BID FORM

Tender Enquiry No.....

Date.....

Due to Open on:

Bidder's Reference No.

Dated

To

Under Secretary (GA)
Ministry of Environment & Forests,
Paryavaran Bhawan, CGO Complex,
Delhi.

Dear Sir,

1. Having examined the conditions of contract as in Section II ,III & IV and specifications including addenda Nos.... the receipt of which is hereby duly acknowledged, we, undersigned, offer to undertake AMC of air conditioners and water coolers of Ministry of Environment and Forests at Paryavaran Bhawan, CGO Complex, New Delhi and at other locations within the Municipal limits of Delhi in conformity with conditions of contract and specifications for sum as may be ascertained in accordance with the schedule of prices attached herewith and made part of this Bid.
2. We undertake, if our Bid is accepted, to commence services within one week and to complete delivery of all the services as specified in the work order within stipulated time in work order
3. If our Bid is accepted, we will obtain the performance guarantees of a Scheduled Bank for a sum not exceeding 10% of the contract value for the due performance of contract and in accordance with the agreement.
4. 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.
5. Until a format 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.
6. Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.
7. We also declare that the printed terms and conditions, if any at the back of

our tender quotation or any other paper enclosed are not applicable.

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

Dated this
day of

Signature :
[NAME IN BLOCK LETTERS of the SIGNATORY]
In capacity of

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

Witness.....
Address.....

Signature.....
Date

Signature of the Bidder
Or
Officer authorized to sign the Bid
Documents on the behalf of the
bidder

Note : In case of authorized signatory the authorization letter on letter head of the firm must accompany.

SECTION VI

LETTER OF AUTHORISATION FOR ATTENDING BID OPENING

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

Following is hereby authorized to attend the bid opening for the tender mentioned above on behalf of _____ (Bidder)

Order of Preference	Name	Specimen Signatures
<hr style="border: 0.5px solid black;"/>		

Alternate
Representative

**Signatures of bidder
or
Officer authorized to sign the bid
documents on behalf of the bidder.**

Note:

1. Maximum of one representative will be permitted to attend bid opening and representative at Sl. No. 1 will be allowed. Alternate representative will be permitted when regular representative at Sl. No. 1 is 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.

SECTION VII

PERFORMANCE SECURITY GUARANTEE (BOND FORM)

[To be furnished on non-judicial stamp paper of Rs. 50/-. Use of Stamps /any other means in lieu of Non-Judicial Stamp paper shall lead to outright rejection of the Bid.]

1. In consideration of, Under Secretary (GA) (hereinafter called "the MoEF") having agreed to exempt _____ (hereinafter called 'the said Contractor(s)') from the demand, under the terms and conditions of an agreement/ (Purchase Order) No. _____ Dated _____ made between _____ and _____ for _____ for the work of _____ (hereinafter called 'the said Agreement'), of security deposit 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 _____ (contractor(s)) do hereby undertake to pay to the MoEF an amount not exceeding _____ against any loss or damage caused to or suffered or would be caused to or suffered by MoEF 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 amounts due and payable under this guarantee without any demur, merely on a demand from MoEF stating that the amount claimed is due by way of loss or damage caused to or would be caused to or suffered by MoEF by reason of breach by the said Contractor(s) of any of the terms and conditions contained in the said Agreement or 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 MoEF 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 MoEF any money so demanded notwithstanding any dispute or disputes raised by the contractor(s)/ supplier(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 hereunder and the contractor(s)/ supplier(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 MoEF under or by virtue of the said Agreement have been fully paid and its claims satisfied or discharged or till _____ MoEF certifies that the terms and conditions of the said Agreement have been fully and properly carried out by the said contractor(s) and accordingly discharges this guarantee. Unless a demand or claim under this guarantee is made on us in writing on or before the expiry of **One and a Half Years** 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 MoEF that the MoEF shall have the fullest liberty without our consent and without affecting in any manner our obligations hereunder to vary any of the terms and conditions of the said Agreement or to extend time of performance by the said contractor(s) from time to time or to postpone for any time or from time to time any of the powers exercisable by the MoEF against the said Contractor(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 Contractor(s) or for any forbearance, act or omission on the part of the MoEF or any indulgence by the MoEF to the said contractor(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 contractor(s)/ supplier(s).

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

Dated the _____ day of _____

For _____
(indicate the name of the bank)

SECTION VIII

FORMAT FOR AGREEMENT

The successful tenderer shall have to execute the following agreement;

This agreement made on the _____ day of (Month) _____ (Years) _____ between M/s _____ herein after called "The contractor"(which expression shall unless excluded by or repugnant to the context include its successors, heir, executors, administrative representative and assignee) of the one part & US (GA), Ministry of Environment & Forests, Delhi on behalf of President of India, hereinafter referred to as the US(GA), of other part.

Where as the contractor has offered to enter into contract with the said Government of India for the **AMC of Air conditioners and water coolers in Paryavaran Bhawan, CGO Complex, N.Delhi** on the terms and conditions herein contained and the rates approved by the Government(copy of rates annexed) have been duly accepted and where as the necessary security deposits have been furnished in accordance with the provisions of the tender document and whereas no interest will be claimed on the security deposits.

Now these presents witness and it is hereby agreed and declared by and between the parties to these presents as follows.

- 1) The contractor shall during the period of this contract that is to say from _____ to _____ or completion of work for Rs. _____ (in words) _____ whichever is earlier or until this contract shall be determined by such notice as is hereinafter mentioned, safety carryout, by means of labours employed at his own expenses and by means of tools, implements and equipment etc. to be supplied by him for the above mentioned work in tender documents (annexed) to the agreement), when the government or any other persons authorized by **US (GA)** in that behalf require. It is understood by the contractor that the quantity of work mentioned on the schedule is likely to change as per actual requirements as demanded by exigencies of service.
- 2) The NIT(notice inviting tender), Bid documents (Qualifying and Financial), letter of intent, approved rates, annexed hereto and such other additional particulars, instructions, drawings, work orders as may be found requisite to be given during execution of the work shall be deemed and taken to be an integral part of the contract and shall also be deemed to be included in the expression "The Agreement" or "The Contact" wherever herein used.
- 3) The contractor hereby declares that nobody connected with or in the employment of the Ministry of Environment & Forests is not/shall not ever be admitted as partner in the firm.

- 4) The contractor shall abide by the terms and conditions, rules, guidelines etc. stipulated in the tender document including any correspondence between the contractor and the Government having bearing or execution of work and payments of work to be done under the contract.

In witness whereof the parties presents have here into set their respective hands and seals the day and year in_____

Above written:

Signed sealed & Delivered by the
Above named contractor in the
Presence of

Witness:

- 1.
- 2.

Signed & Delivered on behalf of the
Ministry of Environment & Forests

Witness:

- 1.
- 2.

Financial Bid

To

The Under Secretary (GA)
Ministry of Environment and Forests
Paryavaran Bhavan, CGO Complex
New Delhi.

Subject:- Annual Maintenance Contract of Airconditioners and Water coolers in Paryavaran Bhawan, CGO Complex, N. Delhi

Ref:- -----

Dear Sir,

Having examined the tender documents, terms and conditions stipulated therein, specifications of work etc., we the undersigned offer to execute the work of the subject cited above in conformity with the said specifications and conditions of contract at the standard schedule rates quoted as under:

I/We submit our quotations for the items and work mentioned below:

Sl. No.	Description of work/job work	Approx number of units	Rate (Per Unit) Service Tax will be paid as applicable	Total approx cost of maintenance (excluding taxes)
	MAINTENANCE			
1.	Maintenance of Air-conditioners of window type (of all makes /models) (a) 1.5 Ton (b) 2.0 Ton	191 05		
2.	Maintenance of Air-conditioners of split type (of all makes /models) (a) 1.5 Ton (b) 2.0 Ton	112 30		
3.	Maintenance of Water Coolers of different makes/models	14		
4.	Maintenance of Tower Units 2.0 Ton	8		
5.	Maintenance of Voltage Stabilizer	206		
Grand Total (approx):				
6.	Shifting charge of window AC	As and when required		
7.	Shifting charge of split AC			
Note : The grand total of maintenance charges only will be taken into consideration for evaluation of financial bid and determination of the lowest bidder. Payment will be made for actuals on prorata basis.				

The payments in respect of the items of job work covered under this category will be made separately on the basis of invoices required to be submitted by the contractor after completion of the entrusted task/job work assigned to them by this Ministry.

If our bid is accepted, we shall submit the securities as per the conditions mentioned in the contract.

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

Dated:-

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Signature of tenderer-----

Name of Tenderer-----