

No.D-14016/01/2014-Genl-I  
Government of India  
Planning Commission  
(General-I Branch)

YojanaBhavan, SansadMarg,  
Dated the 18<sup>th</sup> March, 2014

Tender Notice

Subject: Invitation for bids for (i) Repair and Maintenance of Desert Coolers 30 Nos. (approx.) (all inclusive rates i.e. cost towards replacement of damaged parts and water filling arrangements) (ii) Providing and installation of 60 Nos.(approx.) of Desert Coolers on hiring basis with water filling arrangements in the Planning Commission and at the Office of Economic Advisory Council to Prime Minister, Vigyan Bhavan Annexe etc.,- Reg.

Planning Commission invites sealed quotations from experienced Firms/Agencies/Companies for (i) Repair and Maintenance of Desert Coolers (30 Nos. approx.) (all inclusive rates i.e. cost towards replacement of damaged parts and water filling arrangements) (ii) Providing and installation of 60 Nos.(approx.) of Desert Coolers on hiring basis with water filling arrangements in the Planning Commission and at the Office of Economic Advisory Council to Prime Minister, Vigyan Bhavan Annexe etc.,

2. The rates are to be quoted separately for maintenance of Desert Coolers (all inclusive rates) and hiring of Desert Coolers in the format as enclosed at **Annexure-II** in Indian Rupees. No overwriting is allowed in Annexure-II and in case instances of overwriting are found, the concerned bid(s) will summarily be rejected.

3. The bid should be necessarily accompanied with Earnest Money Deposit (EMD) of Rs.15000/- in the form of Demand Draft drawn in favour of Pay & Accounts Officer, Planning Commission, payable at New Delhi and has to be enclosed with the bid and to be dropped in the Tender Box placed in the Reception Area of Yojana Bhawan latest by **1300 hours on 07.4.2014**. The bids can be dropped in the said tender box on any working day from the date of hosting of this tender on the Planning Commission website between 900 hrs and 1730 hrs till the 4<sup>th</sup> April, 2014 and till 1300 hrs on the 7<sup>th</sup> April, 2014, as already mentioned.

4. **The tender shall be closed to public at 1300 hours on 07.04.2014 and opened at 1530 hours on 07.04.2014 by the duly constituted Tender Opening Committee.** The representatives of firms/agencies/companies who wish to be present to view the Tender Opening process will be allowed to do so.

5. The Planning Commission reserves the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender Document without assigning any reason thereof. No inquiry will be entertained after the submission of bids.

6. In case of withdrawal by any bidder from the scope of the tendering process at any stage before the finalization of the same, the EMD of the concerned bidder will stand forfeited.

7. Terms & conditions of the instant tendering process are as given at Annexure-I

8. Complete tender documents may be downloaded from the official website of Planning Commission <http://planningcommission.gov.in>



9. The validity of bid is 180 days from the date of opening of financial bid.
10. Information on any issue of corrigendum related to this tender will be issued only on website(s) mentioned in Para 8 above.



(Subhash Chander)  
Under Secretary to the Govt. India  
Tele No: 23096522  
For and behalf of the President of India

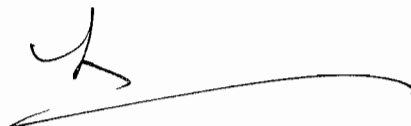
Copy to: Director (C & I) with the request to upload the Tender Notice on the web site of Planning Commission.

Enclosures :

1. Scope of Work and General Instructions for Bidders
2. Annexure -I (Terms & Conditions)
3. Annexure-II (Financial Bid)

## SCOPE OF WORK AND GENERAL INSTRUCTIONS FOR BIDDERS

1. The contract is likely to commence from the date of award of contract and would continue initially for a period of one year which can be extended on year to year basis upto an additional period of two years beyond the initial year of the contract, on the same terms and conditions, subject to satisfactory performance by the successful bidder. This office, however, reserves the right to terminate this contract at any point of time after giving one week's notice to the selected service providing Firm / Agency. However, in case any such extension is to be granted, the willingness of the service provider (the successful bidder) will be asked for before considering any such extension.
2. The tender shall be accepted under **one Bid system**. The interested agencies are advised to submit sealed envelope super scribing **"Bid for repair and maintenance/hiring of Desert Coolers"**.
3. **The Earnest Money Deposit (EMD) of Rs.15,000/- (Rupees fifteen Thousand only), refundable (without interest), should necessarily accompany the bid of the bidder concerned in the form of Demand Draft/Pay Order drawn in favour of Pay & Accounts Officer, Planning Commission, New Delhi, failing which the bid of the concerned agency shall be rejected summarily.**
4. The interested Firms/Agencies may drop the tender **document complete in all respects along with Earnest Money Deposit (EMD) of Rs.15,000/- with bid upto 1.00 PM on 07.04.2014 in the Tender Box kept at the Reception Counter of Yojana Bhawan, Sansad Marg, New Delhi-1.**
5. The bids received after the due date and time will not be entertained. The conditional bids shall also not be considered and will be rejected in the very first instance, without any further correspondence/communication in this regard.
6. The successful bidder will have to deposit a Performance Security of 7% of the total value of annual contract as decided through the instant tendering process in the form of Bank Guarantee or FDR or Pay Order from a Commercial Bank hypothecated in favour of Pay & Accounts Officer, Planning Commission and the amount of such deposit will be intimated at the time of award of contract, on the basis of the total value quoted by the successful bidder.
7. All entries in the tender form should be legible and filled in clearly. If the space for furnishing information is insufficient, a separate sheet duly signed by the authorized signatory may be appended. No overwriting or strike-through is permitted in the Bid form in the quotations given in Indian Rupees. In case some such change is found in any bid, the tender shall be summarily rejected. The changes if any, made elsewhere must be duly attested by the person authorized to sign the bid on behalf of the bidder concerned.
8. The firm quoting the total lowest annual maintenance charges inclusive of all taxes would be judged as L-1 for repairing & maintenance (all inclusive) and hiring separately. However, this office reserves the right to choose a firm other than L-1 if there are valid considerations for doing so, in the opinion of the Competent Authority.
9. The charges/rates are fixed and the firm will be paid the approved charges only. No request for any additional charges will be entertained by this office once the instant tendering process is finalized.
10. Planning Commission reserves the right to amend/withdraw/ relax/modify 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 therefor.~~ The decision of the H.O.D., Planning Commission, in this regard will be final.



**TERMS AND CONDITIONS**

1. The firm must be in the business of providing Desert Coolers on rental basis, maintenance of Coolers including replacement of defective parts at least for three consecutive summer seasons to Government Ministry/Department/Semi-Government Organisations. Supporting documents to this effect should be enclosed.
2. The firm should be registered with Sales Tax/VAT/Service Tax authorities. A self attested copy of the Registration Certificate(s) should be attached.
3. The firm should furnish the following certificate that "it is certified that the firm M/s. \_\_\_\_\_ has not been blacklisted by any Government organization during the last three years including Planning Commission".
4. The successful bidder will have to deposit a Performance Security Deposit equivalent to 7% of the total contract value either in the form of Bank Guarantee or Fixed Deposit Receipt issued by a commercial bank in the name of the firm/agency but hypothecated to the Pay & Accounts Officer, Planning Commission which should remain valid for entire period of contract.
5. The successful bidder has to provide and install the Desert Coolers in the identified rooms within one week from the date of award of contract. Any delay in installation of Desert Coolers will attract penalty @ 1% of the total contract value per week and the contract can be cancelled and Performance Security will be forfeited. All the Desert Coolers should be in perfect/good working conditions & free from excessive noises/rattling noises. The firm will be required to remove the Desert Coolers within a period of 15 days from the date of the completion of the contract failing which this Department will have the right to get these removed at the firm's cost and expense.
6. The Contract will be valid for full summer season of 2014 i.e. from 15<sup>th</sup> April, 2014 to 31<sup>st</sup> October, 2014. The contract is extendable on year-to-year basis upto three years subject to the performance being found to be satisfactory at the discretion of Planning Commission on the same terms & conditions.
7. **General terms and conditions for maintenance:**
  - (i) The firm will be responsible for installation, maintenance, servicing/repairing, water filling and removal of Desert Coolers without charging any extra amount. The firm shall be responsible for the safety of their Desert Coolers against theft of any kind. The contractor will arrange manpower, buckets, jugs, pipes and other necessary material for installation/ maintenance/water filling of Desert Coolers.
  - (ii) Defects if any will have to be removed immediately for smooth functioning of Desert Coolers and defective part(s) of the Desert Cooler has to be replaced within 24 hours without claiming any extra charges.
  - (iii) At least five (5) persons may be provided by the Contractor to fill water in the Coolers on daily basis. The expenditure relating to engagement of these persons will be borne by the contractor/firm.

(iv) The persons shall have to report for work at 9.00 AM and would leave at 5.30 PM on all working days. Further, they have to be present in the office on weekends/holidays, if so required.

(v) The firm may also ensure that mobile sets are provided to the mechanics so that any message/complaints of Coolers may be conveyed to them quickly.

8. All Desert Coolers may be superscripted with name of the firm so that it is distinguished from other Desert Coolers installed in the premises of Yojana Bhawan.

9a. It shall be the responsibility of the successful bidder/contractor to pay the minimum wages to the labour/persons engaged by the firm and the Planning Commission will not be responsible for this statutory obligation/duty is not fulfilled by the contractor. However, it is mandatory that the engaged labourers/persons are paid as per the notifications issued as regards minimum wages, from time to time, by the Government of the NCT of Delhi under the Minimum Wages Act, 1948 on monthly basis as applicable for matriculate and skilled category of casual workers. The rates should be quoted accordingly while submitting the bids.

9b. The Planning Commission reserves the right to ask for the proofs of payment of such minimum wages at any point of time. Any extra burden on the firm on account of increases in the minimum wages would be borne entirely by the Planning Commission on submission of proofs etc, in the regard.

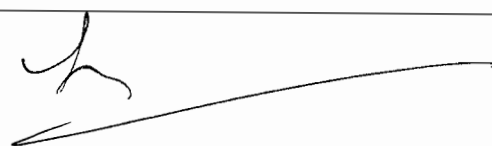
9c. ESIC, EPF obligations of the firm on contract also have to be fulfilled and proofs for the same may be asked for by the Planning Commission at any point of time.

10. **Price & Taxes:** The price quoted by the firm shall be all inclusive of Taxes or charges like VAT, Octroi, Freight etc. are firm throughout the validity period and not subject to escalation of any kind whatsoever.

11. **Payment Terms:** Payment shall be made in two equal instalments one after completion of three months of satisfactory installation and perfect working condition of Desert Coolers and another instalment after the successful completion of period of contract. The firm shall have to produce certificates of satisfactory service from the users at the time of claiming payment. TDS will be deducted as per Rules.

12. **Penalty for default services:** If it is found at any point of time that any Desert Cooler(s) is not working properly, a penalty @ 1% of the contract or Rs.200/- per cooler per day, whichever is more, shall be levied.

13. **Special Note:** Bids not deposited in the Tender Box or received after due date and time shall not be entertained. Necessary declaration form and price schedule forms are enclosed herewith. This Department reserves the right to reject all or any bid(s), be it the lowest or otherwise, without assigning any reason. Though the contract will remain in force w.e.f. **15<sup>th</sup> April, 2014 to 31<sup>st</sup> October, 2014**, it may be terminated earlier also if the services of the firm are found to be unsatisfactory. The decision of the Department for terminating the contract on account of unsatisfactory performance shall be final and binding on the firm. Submission of the bids shall imply that the bidding firm is agreeable to all the terms & conditions mentioned above and they shall fully abide by them. For any clarification in the matter, General-I Branch may be contacted on Tel. No.23096755.



14. All quoted rates shall be inclusive of all taxes and levies under respective statutes. However, in pursuance of the Constitution (46<sup>th</sup> Amendment) Act, 1982, if any further tax or levy is imposed by the Statute, after the stipulated date for the receipt of tender including extensions, if any, the contractor shall be reimbursed the amount so paid, provided such payment, if any, is not, in the opinion of the Competent Authority of Planning Commission (whose decision will be final and binding on the contractor) attributable to delay in execution of work within the control of the contractor or payable by the contractor not in connection with this contract in particular.



**(Subhash Chander)**

**Under Secretary to the Government of India**

**Acceptability of Terms and Conditions**

Terms and Conditions as given above for the instant Annual Contract for Hiring of Desert Coolers and Maintenance of Desert Coolers of Planning Commission are acceptable to us.

(Authorized Signatory)  
Seal of the concerned firm

Dated:

Planning Commission  
(General-I Branch)

**Financial Bid**

A.	<p>Rate quoted for maintenance of Desert Coolers owned by the Planning Commission (all inclusive i.e. cost towards replacement of defective parts and water filling charges etc.) for full summer season of 2014 (15<sup>th</sup> April to 31<sup>st</sup> October)</p> <p>(Rupees _____ )</p>	Rs.
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B.	<p>Rent per Desert Cooler with water filling charges including taxes (i.e. VAT/Octroi/ freight etc.) for full summer season of 2014 (15<sup>th</sup> April to 31<sup>st</sup> October)</p> <p>(Rupees _____ )</p>	Rs.
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(Signature of authorized Signatory with seal)

- N.B.** (1) The rates should be quoted separately.  
 (2) For A and B above, the L1 firms would be chosen separately. However, if the same firm becomes L1 for both the activities, there is no problem in awarding both the jobs to the same L1 firm.

