

No. D-21018/2/2012-Gen.II
Government of India
Planning Commission

Yojana Bhavan, Sansad Marg,
New Delhi, the 11th February, 2013

e-TENDER NOTICE

Subject: Invitation of on-line bids for Comprehensive Annual Maintenance Contract (CAMC) of different types of Reverse Osmosis (RO) system installed in Yojana Bhavan, Residence of VIPs/ Sr. Officers of Planning Commission and Office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan.

Online quotations are invited for Comprehensive Annual Maintenance Contract (CAMC) of different types of Reverse Osmosis (RO) system from reputed Firms /Agencies/ Companies as indicated at Annexure-I in Yojana Bhavan, Sansad Marg, Residence of VIPs/ Sr. Officers of Planning Commission, and Economic Advisory Council to Prime Minister at Vigyan Bhavan, Maulana Azad Road, New Delhi. No manual bids will be accepted under any circumstances.

2. The details of rate are to be quoted and to be submitted in Annexure-I in Indian Rupees. The scanned copy of Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only) must be uploaded with the Tender and the EMD in original is to be dropped in the 'EMD Box' kept at Reception Area of Yojana Bhavan on or before the last date and time for submitting bids.
3. All the required documents in support of eligibility criteria are also to be uploaded along with the tender documents.
4. The Tender shall be opened on line at 15.30 hours on 07.03.2013 by the duly constituted Tender Opening Committee. The representative of firms/agencies/companies who wish to be present to view the Tender Opening process may be allowed to do so.
5. Planning Commission reserve the right to cancel the tender at any time/stage or relax/amend/withdraw any of the terms and conditions contained in the Tender documents without assigning any reason thereof. No inquiry, after submission of the quotation, shall be entertained. In case of withdrawal of bid, the EMD will stand forfeited.
6. The Terms & Conditions of the tender are at Annexure-II and instructions for on-line bid submission are at Annexure III.
7. Complete tender documents may be downloaded from the website of Central Public Procurement Portal (<http://eprocure.gov.in/eprocure/app>) from the date of publication. Information on any issue of corrigendum related to this tender will be available only on website of Central Public Procurement Portal.

Sub
13.02.13
Under Secretary to the Govt. of India
Tel. No. 011-23096746

वीरभद्र कुमार / V. BHADRAKUMAR
जवर सचिव / J. S. Secretary
योजना भवन / Yojana Bhavan
प्लानिंग कमिशन / Planning Commission
नई दिल्ली / New Delhi
71001-01

FINANCIAL BID

Tender for (CAMC) of different types of Reverse Osmosis (RO) system.

Sl. No.	Items	Capacity	Number of System	CAMC Rate per unit (Rs.)	Total Amount (Rs.)
(1)	(2)	(3)	(4)	(5)	(6)
1.	Reverse Osmosis System	100 LPH	Four		
2.		60 LPH	Twelve		
3.		25 LPH	Three		
4.		15 LPH	Eight		
5.	Softner	NGS 9B	One		
6.	Sand Filters	NGMF 80	One		
7.	Activated Carbons	NGMA 110	One		
Total Rs. (Total Rs. in words)					

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13-02-13

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I. Instructions to Bidders

1. If the EMD in original is not received by 14.30 PM on 07.3.2013 the bid will not be considered. The EMD of the unsuccessful bidder will be refunded after finalization of the contract. No interest will be payable on the earnest money.
2. If any bidder withdraws his bid, the EMD will stand forfeited.
3. Details regarding quality, brand, specification etc. have been given against each item in Annexure-I. Rates should strictly be quoted accordingly as per specifications.
4. The bidders are advised in their own interest to quote their rates (exclusive tax) for **all R.O. System** as per specifications indicated in Annexure-I failing which their bids shall be rejected. Taxes will be paid extra as admissible.
5. The firm(s) may depute an Engineer to inspect the Softner, Sand Filters and Activated Carbon Units installed in Yojana Bhavan on any working day between 3.00 p.m. to 4.30 p.m.

II. Eligibility Criteria

6. The Registered Office or Branch Office of the Company/firm/Agency should be located in Delhi/NCR Region. The tendering Company/Firm/Agency should upload proof of its office address along with telephone number during the online bid submission.
7. The Company/Firm/Agency should have its own Bank Account, TIN Number, PAN Card. Duly self attested copies of document should be uploaded with the Tender during the online bid submission.
8. The R.O. System, Company/Firm/Agency should furnish self-attested copies of document as proof of minimum three years' experience in maintenance of R.O. System for drinking water in offices of Central Government Ministries/Departments. Proof of experience in the form of copy of certificates obtained from the Government offices should be uploaded during the online submission of bid.
9. The bidder have to submit a certificate stating that all spare parts (Consumables / Non-Consumables) of R.O. System are covered under CAMC.
10. The bidder should upload duly signed certificate, stating that "they have carefully read the terms and conditions of the Tender and accepted all the provisions of the Tender during online bid submission."
11. The bidder should upload an undertaking that the Company/Firm/Agency has not been blacklisted by any Ministry/Department/Organization of the Central Government/State Government and any Public Sector Undertaking.
12. The R.O. System, Company/Firm/Agency whose services have been terminated by the Planning Commission before the expiry of the contract are not eligible to participate in the bid for a period of 3 years from the date of termination of the contract. An undertaking to this effect should be uploaded alongwith the bid.
13. The bidders should upload documents as per Sl. No. 8, 9, 10, 11 and 12 above alongwith their bid, failing which their bid shall be treated as non responsive. The check list of copy of documents to be uploaded alongwith bid are at Annexure-IV.

III Earnest Money Deposit (EMD)

14. The tender must be submitted online and accompanied by scanned copy of a account payee demand draft/ pay order of Rs. 25,000/- (Rupees twenty five thousand only) as earnest money deposit (EMD) drawn in favour of *Pay and Accounts Officer, Planning Commission* and payable at New Delhi.

15. The details of rate to be quoted and to be submitted in Annexure-I in Indian Rupees. The scanned copy of Earnest Money Deposit (EMD) of Rs.25,000/- (Rupees Twenty Five Thousand only) must be uploaded with the Tender, the EMD in original is to be dropped in a sealed enveloped superscribing 'EMD-Tender for R.O. System'. in the 'EMD Box' kept at Reception Area of Yojana Bhavan on or before the last date and time for submitting bids.

16. The bidders who are exempted from submission of EMD shall be dealt as per General Financial Rule 2005 subject to submission of an undertaking from the firm seeking such exemption. Copies of relevant Orders/documents should be submitted along with the bid.

IV Bid Evaluation Criteria

17. All terms and conditions stipulated in the tender documents shall be considered for selection of a firm. However, the **L1 (lowest bidder)** firm will be decided on the basis of the lowest total value of all the items for which the rates have quoted. It is **mandatory for all the participating bidders to quote their rates (excluding tax) for all the R.O. System** as per specifications indicated at Annexure-I **failing which their bids shall be considered as non-responsive**. The taxes shall be paid extra as admissible.


18. The bid shall be opened by the Tender Opening Committee (T.O.C) on the scheduled date and time (at 15:30 hrs. on 07.3.2013), in Room No. 501 of Yojana Bhawan, Planning Commission, New Delhi-110001 in the presence of the representatives of the Company/Firm/Agency, if any, who wish to be present at the time of opening the tender.

V Specific Terms and Conditions


19. The contract shall be for a period of one year from the date of award of contract. The contract can be extended for a further period of 02 years (not more than one year at a time), on the same terms & conditions and subject to performance being found to be satisfactory at the discretion of Planning Commission. No request/claim for any hike in the approved rates would be entertained, under any circumstances, during the period of contract or extension.

20. The firm has to attend the complaint within 24 hours of registering the complaint otherwise a penalty of Rs.1000/- per day may be required to be paid which shall be adjusted against the firm's pending bills.

21. Order for items shall be placed on requirement basis. If the selected firm fails to replace the defective items within two days, a penalty @ Rs. 1000/- per day or charges that may be required to be paid to an outside agency by the Commission, shall be adjusted against the firm's pending bills.


श्रीमान श्री / NANDA KUMAR
उप सचिव / Under Secy
योजना आयोग / Planning Commission
राज्य सरकार / Govt. of India
नई दिल्ली / New Delhi

22. The contract is for the Comprehensive Annual Maintenance Contract of different types of R.O. System installed in the different locations of Yojana Bhavan, at the residences of VIPs/ Sr. Officers of Planning Commission and Office of Economic Advisory Council to the Prime Minister at Vigyan Bhavan.
23. The successful tenderer should physically verify the R.O. System installed in the Planning Commission and other places mentioned above and submit the verification report alongwith total number of R.O. System, brand and specifications to the undersigned immediately, upon award of contract.
24. The tenderers may note that the total number of R.O. System mentioned in the Annexure may decrease or increase.
25. The contractor should clearly state such items not covered under the contract. The rates chargeable for any component/ items not covered under Comprehensive Annual Maintenance Contract (CAMC) should be specifically mentioned in a separate sheet and uploaded online alongwith the bid.
26. The firm shall use only genuine spares in maintenance /servicing of R.O. System.
27. If the warranty of any R.O. System not covered under the CAMC expires during the period of contract, it will be automatically covered under the running CAMC from the date that can be conveyed by this Office and payment in respect of such R.O. System will be made on monthly pro-rata basis. The period falling short of 15 days will be ignored and period of more than 15 days will be treated as a month for the purpose of payment. The same mode of payment will apply in case any R.O. System is removed from CAMC for a short period or on a regular basis.
28. The selected firm will be required to depute at least one full time Service Engineer with mobile phone on all working days for preventive maintenance to attend to complaints immediately.
29. The Service Engineer would report Section Officer, General-II Section for duty at Yojana Bhavan on all working days. He would observe office timings applicable in Planning Commission and mark his attendance in a prescribed Attendance Register.
30. In emergent cases he may be required to work beyond office hours on holidays, no additional incentive will be made.
31. If the Service Engineer posted at Yojana Bhavan, proceed on leave, a suitable substitute will have to be provided by the selected firm under intimation to Under Secretary (General-II) / Section Officer, General Branch-II, failing which, pro-rate rates per day will be deducted from the amount payable to the selected firm.
32. The Service Engineer should attend all complaints and rectify at their own level. He should be well behaved / manner with the consumers/ complainent.
33. The complaints lodged with the Service Engineer will be required to attended by him on the same day. Any complaint that cannot be attended by him will be required to be attended by the next day positively.


टीनन्दा कुमार / T.NANDA KUMAR

आर. सचिव / Under Secretary

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34. If at any point of time, the services of the Service Engineer, being provided by the firm are noticed to be unsatisfactory or not of the expected level in any manner, the firm will be responsible to change the Service Engineer immediately after such inadequacies are brought notice to the firm verbally/ writing.

35. The selected firm should be capable of attending all the complaints. If the firm fails to attend a complaint within stipulated time, a penalty on a daily basis for any delay, equivalent to pro-rate contract charges payable per day or charges that may be required to be paid to an outside agency, to have the complaint attended to, whichever is higher will be deducted from the firm's quarterly bill towards contract charges. In case of delay, any item that is got repaired from outside agency will be at the risk and responsibility of the selected firm.

36. No RO System or parts thereof will be taken out by the Service Engineer to the workshop without prior approval of the Competent Authority of Planning Commission.

37. The firm would be required to deliver the spare parts at their own cost in the premises of Yojana Bhavan, Sansad Marg, New Delhi, Economic Advisory Council to the Prime Minister, Vigyan Bhavan at Maulana Azad Road, New Delhi and residence of VIPs/ Sr. Officers of Planning Commission, New Delhi.

38. It shall be responsibility of the contractor to hand over all the RO systems to the Planning Commission in working condition after completion of the contract. Any damage/repair required in the RO System on the expiry of the contract shall be borne by the firm & such an amount would be deducted from the payment due to the firm / performance security.


VI General Terms and Conditions

39. The successful bidder/supplier (**lowest bidder**) has to deposit a Performance Security Deposit amounting to 10% of the total annual contract value in the form of Accounts Payee Demand Draft/Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the Pay & Accounts Officer, Planning Commission, New Delhi from a commercial bank covering the period of warranty and maintenance after date of installation. The performance security should remain valid for a period of **180** days beyond the date of expiry of the period of contract.

40. In the event of failure to accept the Offer of Contract and submission of performance security deposit by the successful bidder for whatsoever reasons(s), Earnest Money Deposit submitted by the bidding Company/Firm/Agency shall be forfeited.

41. This Commission shall not be responsible for any financial loss or other injury to any person deployed by the successful bidder in the course of their performing duties to Planning Commission, Economic Advisory Council to Prime Minister, New Delhi.

42. 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 Documents without assigning any reason, thereof. Any inquiry after submission of the bid shall not be entertained.


तीनन्दा कुमार / T.NANDA KUMAR
अवर सचिव / Under Secretary
आयोजना आयोग / Planning Commission
राज्य सरकार / Government of India
एनएच-01 / New Delhi

43. Planning Commission reserve the right to reject any or all the tenders without assigning any reasons thereof.
44. Payment will be made electronically on quarterly basis (at the end of every quarter) after satisfying that the services provided have been of the desired level and that the preventive maintenance checks were fully performed.
45. The tendering agency will be responsible for compliance of all statutory provisions relating to Minimum Wages, Provident Fund, and Employees State Insurance etc. in respect of the persons deployed by Agency in this Commission.
46. Terms and conditions that any tenderer wishes to specify should be clearly stated.
47. The Competent Authority will have the authority to reject any/all offer(s) without assigning any reason thereof. Any enquiry after submission of the quotations will not be entertained.
48. The Competent Authority reserves the right to conduct performance review of the contracting firm at any time during the contract period and deficiencies, if any noticed will result in termination of the contract. It further reserves the right to suo-moto terminate the contract by giving one month notice at any point of time without assigning any reasons.
49. Non-satisfactory service during the period of contract may lead to forfeiture of performance security deposit.
50. The Competent Authority in the Planning Commission would, at his/her own discretion, be free to terminate the contractual agreement if the services are not made in time or the items/articles supplied by the firm are deficient in quality in any way or found not upto the mark.
51. Payment will be made by Electronic Clearing System (ECS) after successful delivery of goods. The bills raised by the selected firm should have all tax registration numbers printed on bills. Validity of the tax registration during the currency of contract shall be the sole responsibility of the firm. The bill should be inclusive of all permissible taxes.
52. The selected firm shall not be allowed to transfer, assign, pledge or sub-contract its rights and liabilities under this contract to any other agency without the prior written consent of this Commission.
53. During the period of contract, if any mishap occurs due to electrocution or faulty fittings, it will be the responsibility of the contractor to compensate the loss on account of injury to any person/ property.
54. The firm would provide necessary tools and instruments to their Service Engineer for servicing the equipment covered by the contract.
55. Government taxes as applicable from time to time shall be payable by this Office. The bill raised by the firm should have all Tax Registration numbers printed in the bill. Copy of PAN and Registration of Service Tax should be enclosed. Validity of the Tax Registration shall be the sole responsibility of the firm.


वीनय कुमार / VINAY KUMAR

अधीनस्थ अधिकारी / Under Officer

आयुक्त कार्यालय / Planning Commission

राज्य सरकार / Government of India

नई दिल्ली / New Delhi

56. In case of violation of any terms and conditions is noticed and if the services are found unsatisfactory, performance security is liable to be forfeited at the discretion of the Competent Authority and Service Contract would be terminated.

57. A firm will be decided L-1 on the basis of total lowest value of maintenance quoted for all system (Annexure-1, Financial Bid-Sl. No.1-7).

58. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of the Joint Secretary, Planning Commission, New Delhi or to any officer nominated by him. There shall be no bar to the reference of dispute to the arbitrator or such an officer as nominated by the Joint Secretary even though the said officer is an employee of the Planning Commission, New Delhi might have dealt with the matter earlier or expressed his opinion thereon. In case the arbitrator to whom the matter earlier is originally referred to is transferred or vacates his office or is unable to act for any reasons, the Joint Secretary shall be competent to appoint another person as arbitrator, who shall be entitled to proceed with the reference, from the stage at which it was left by his predecessor. No person other than the one nominated by the Joint Secretary shall act as arbitrator. The decision of the Joint Secretary or the officer nominated by him shall be final and binding on the party/parties. The limitation for filing claim for arbitration is 180 days from the expiry of the contract period and in case no claim is filed within this period, it shall be presumed that there is no claim.

59. Subject to the above, the provisions of the Arbitration Act, 1996 or any statutory modification on enactment thereof and rules made there under and for the time being in force, shall apply to arbitration proceedings under this Clause.

60. The arbitrator may from time to time extend the time for making and publishing the award. He may do so without any need for obtaining the consent of the parties to the dispute.

61. Any notice/direction given to the Second Party under the terms of this agreement shall be considered to be duly served if the same have been delivered to, left for or dispatched by Registered Post to the Second Party at his last known address. Any notice to be given to the First Party shall be considered as duly served if the same is delivered to, left or dispatched by the Registered Post at his last known address. Any notice so posted shall be prima facie proof of service at the expiration of the time in which it reaches in the ordinary course of post.

62. The validity of the bids should 180 days from the date of opening of tender.


(T. Nanda Kumar)

Under Secretary to the Govt. of India
Tele No:23096746

✓ **Copy to:-** Director (C&I), Planning Commission with the request to upload the tender document in the Planning Commission's website.

भारत सरकार
योजना आयोग
भारत सरकार
नई दिल्ली-01 / New Delhi-110001

Instructions for Online Bid Submission

**Instructions to the Bidders to submit the bids online
thro' the eProcurement site
<https://eprocure.gov.in>**

- 1) Bidder should do the registration in the tender site using the "Click here to Enroll" option available.
- 2) Then the Digital Signature of SIFY/TCS/nCode or any Certifying Authority is to be registered after logging into the site.
- 3) Bidder can use "My Space" area to update standard documents in advance as required for various tenders and use them during bid submission. This will facilitate the bid submission process by reducing time.
- 4) Bidder may read the tenders published in the site and download the required documents/tender schedules for the tenders he is interested.
- 5) Bidder then logs in to the site using the secured log in by giving the user id/ password chosen during registration and password of the DSC/etoken .
- 6) Only one DSC should be used for a bidder and should not be misused by others.
- 7) Bidder should read the tender schedules carefully and submit the documents as asked, otherwise, the bid will be rejected.
- 8) If there are any clarifications, this may be obtained using clarifications, or during the pre-bid meeting. Bidder should take into account of the corrigendum's published before submitting the bids online.
- 9) Bidder must in advance prepare the bid documents to be submitted as indicated in the tender schedule and they should be in required format. If there are more than one documents, they can be clubbed together.
- 10) Bidder should prepare the EMD as specified in the tender. The original should be posted/couriered/given in person to the specified location as per Tender Document , latest by the last date of bid submission.
- 11) Bidder selects the tender which he is interested using search option & then moves it to the my favourites folder.
- 12) From the my favourites folder, he selects the tender to view all the details indicated.
- 13) The bidder reads the terms & conditions and accepts the same to proceed further to submit the bids.
- 14) The bidder has to select the payment option as offline to pay the EMD as applicable.

ANNEXURE-IV

CHECK LIST

DOCUMENTS TO BE SUBMITTED ALONG WITH THE BID

1. E.M.D. of Rs.25000/- (Pay Order/Demand draft) (clause No. 14 at annexure-II).
2. Self attested copy of Registered Office / Branch Office of Company /Firm /Agency. (clause No. 6 at annexure-II).
3. Self attested copy of own Bank Account, TIN & PAN. (clause No. 7 at annexure-II).
4. Self attested copy of three years experience certificate obtained from Central Government Ministries/Departments (clause No. 9 at annexure-II).
5. Self attested copy of a certificate indicating that the bidder has carefully read the terms and conditions of the tender and accepted al the provisions of the tender (clause No. 10 at annexure-II).
6. Self attested copy of non-blacklisting certificate (clause No. 11 at annexure-II).
7. Certificate would be submitted by bidders that all spare parts are covered under CAMC.(Clause No.9 at Annexure-II).



State Bank (New Demand Draft)
New Demand /
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