

BY SPEED POST

No. D-19016/1/2015-Gen-I
Government of India
NITI Aayog


NITI Aayog, Sansad Marg,
New Delhi, the 21st August, 2015

Tender Notice

Subject: Invitation for tender for Comprehensive Annual Maintenance Contract of Air Purifiers installed in the NITI Aayog- Reg.

This office invites quotations from reputed/experienced and financially sound and registered Firm/Agency/Company for a Comprehensive Annual Maintenance Contract (CAMC) for repair and maintenance of Air Purifiers in this Department.

2. The details of rates are to be quoted and to be submitted in the format as provided in Annexure-II in Indian Rupees. No overwriting in Annexure-II is allowed and in case some such overwriting is found to have taken place, the bid will summarily be rejected.
3. An Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten Thousand Only) in the form of Demand Draft must be enclosed with the bid in a sealed envelope superscribed with the words "Tender for Comprehensive Annual Maintenance of Air Purifiers" is to be dropped in the Tender Box placed in the Reception Area of this Department upto **2.00 PM on 15.09.2015**. The EMD will be refunded after finalization of the tendering process without any interest.
4. All the required documents in support of the eligibility criteria are also to be attached with the tender documents.
5. The tender shall be closed to the public at **2.00 PM on 15.09.2015** and bids will be opened at **3.00 PM on 15.09.2015** by the duly constituted Tender Opening Committee. The representatives of Firm/Agency/Company, who wish to be present to view the tender opening process, will be allowed to present at the time of opening of tender.
6. The NITI Aayog 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.
7. The validity of bid shall be 120 days from the date of opening of tender.
8. In case of withdrawal of bid by any bidder for any reasons whatsoever, the EMD stands forfeited.
9. Terms & conditions of the tender are at para V at Annexure-III.
10. Complete tender document may be downloaded from the website of NITI Aayog (<http://niti.gov.in>) from the date of publication.
11. Additional information or corrigendum, if any, related to this tender, will be issued on the website mentioned in Para 10 above.


(Subhash Chander)

Under Secretary to the Govt. of India
Ph.23096522

Application (Details about the Firm/Bidder)

1. Name of the Bidding Firm/Agency/
Company _____
2. Status of the Bidder
(Whether Proprietary/Partnership/Public
Limited Company/Private Limited Company) _____
3. Name(s) of the Owner/Partner/Director(s) _____
4. Full address of Registered Office
(with proof) _____

5. Full address of the operative branch of
the Bidder (in Delhi/New Delhi/NCR)
(with proof) _____

6. Name of Banker with complete address
Telephone no. of the Banker _____
7. Registration Details (self-attested copies to be enclosed)
(a) PAN/TIN No. _____
(b) Service Tax Registration No. _____
8. Details of Earnest Money Deposit (EMD) (Rs.10,000/-):
(a) Banker's Cheque No./Demand Draft No. _____
(b) Date _____
(c) Name of the issuing Bank _____
9. Experience details (in view of the provisions
In Para 9 of Annexure-III) _____

Signature of the authorized signatory

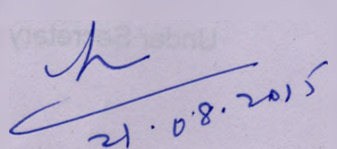
Date:

Name:

Place:

Firm's/Company's Seal :

- Note- The bidding firms are advised in their own interest to note that only one bid will be accepted from any firm/bidder. If any Firm/Agency/Company submits more than one bid, the concerned firm will straightaway be disqualified from the tendering/bidding process.
- The bidding Firm/Agency/Company should attach duly self-attested photocopies of all the requisite documents as indicated above/under Eligibility criteria and also mentioned under point 15 of the tender document, while submitting their bid.
- The Bid Evaluation Criteria as given below may be gone through before this portion is filled in by any bidder.


21.08.2015

FINANCIAL BID FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF AIR PURIFIERS INSTALLED IN THE NITI AAYOG

Sl. No	Items	Qty.	Unit price (Excl. taxes) in Rupees/ annum	Total price Excl. taxes) in Rupees/ annum	Taxes if any	Total price (incl. taxes) in Rupees/ annum
1	2	3	4	5	6	7
1.	Air Purifiers (Crusader make) (Model No.XJ-3800 I)	33				
2.	Air Purifiers (Crusader make) (Model No.XJ-2800)	02				
	Total annual contract value (both in figure and words)	35				

Date:

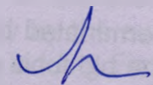
Place:

Signature of authorized person of tendering firm
with Name & Office. Seal

Note

1. The L-1 bidder will be decided after totaling amount against each item mentioned in the column 7 (i.e. Total price (incl. taxes) in Rupees/annum).
2. The number quoted against each equipment is tentative and may vary upward or downward and, in that case, payment will be made on pro-rata basis calculated as per the actual number of items and the unit rates (incl. taxes) as established through this tendering process (Out of 35 equipments, 18 are under warranty, which would be put under the CAMC on expiry of the warranty period).
3. Rates should be inclusive of all taxes and would be considered as valid throughout the contract period.

(Subhash Chander)
Under Secretary to the Govt. of India


21.08.2016

Instructions to the Bidders

1. Bids received after specified date and time will not be accepted. If the EMD is not submitted along with the tender document, the bid may be summarily rejected. The earnest money of the unsuccessful bidders will be refunded after finalization of the contract. No interest will be payable on the earnest money.
2. If any bidder withdraws his bid at any point of time before the finalization of the instant tendering process, the EMD of the concerned bidder will stand forfeited.
3. The bidders shall quote their rates for all the items in the prescribed proforma and as per the specifications indicated in Annexure -II failing which their bids shall be out rightly rejected. Any overwriting in **Annexure-II** is not allowed and the bid will summarily be rejected. Bidders can inspect the items to enable them to assess the condition of the items and could quote their bids accordingly.
4. The validity of bid shall be 120 days from the date of opening of tender.

II. Eligibility Criteria

5. The Firm/Agency/Company must be registered with the concerned authorities under the relevant laws of the land (e.g. Delhi Sales Tax Department for Works Contract Tax etc.). The audited balance sheet for the last two financial years with a minimum turnover of Rs.2.00 lakhs must be attached.
6. The Registered Office or Branch Office of the Firm/Agency/Company should be located in the Delhi NCR Region. The bidding Firm/Agency/Company should attach proof of its office address along with the telephone number with the bid.
7. The Firm/Agency/Company should have its own Bank Account, TIN Number, PAN Card. The details about account number(s), TIN number and PAN card should be attached with the tender.
8. The Firm/Agency/Company should be in existence at least for 2 years in the trade with Annual Maintenance Contracts worth of at least Rs.2 lakhs per annum in this field of AMC/ servicing of Air Purifiers during the last 3 Years ending 31st March, 2015.
9. The bidder should have executed satisfactorily minimum two Annual Maintenance Contracts during the last three years with (ending 31st March, 2015) Central Govt. Ministries/ Departments/ Autonomous bodies, etc. Copies of such work orders/contracts or performance certificates are to be attached with the bids.
10. The bidding Firm/Agency/Company shall also attach a signed copy of undertaking thereby accepting all the terms and conditions of tender document.
11. The bidding Firm/Agency/Company shall also attach an undertaking alongwith the bid that the Firm/Agency/Company has not been blacklisted by any Ministry/ Department/ Organization of the Central government/State Government or any Public Sector Undertaking.
12. The Firms/Contractors/Suppliers/anybody whose services were terminated by the NITI Aayog before the expiry of the contract, are not eligible to participate in the bid for a period of 3 years from the date of such termination of the contract. A self-attested certificate is to be attached with the tender document in this regard.

III. Earnest Money Deposit (EMD)

13. An EMD of Rs.10000/- (Rupees Ten Thousand Only) drawn in favour of "Pay and Accounts Officer, NITI Aayog" and payable at New Delhi in the form of Account Payee Demand Draft should be attached with the bid. Demand Draft drawn in favour of any officer other than Pay and Accounts Officer, NITI Aayog, New Delhi will not be accepted and the tender will be rejected. The bid in a sealed envelope superscribed with the words "Tender for Comprehensive Annual Maintenance of Air Purifiers" is to be dropped in the Tender Box placed in the Reception Area of this Department latest by **2.00 PM on 15.09.2015**. After completion of tendering/ bidding process, the EMD will be returned to the unsuccessful firms without any interest.

IV. Bid Evaluation Criteria

14. The bids shall be opened on the scheduled date and time i.e. at **3.00 PM on 15.09.2015** in Room No.457 of this Department by the Tender Opening Committee in the presence of the representatives of the Firm/Agency/Company if any, who wish to be present at the time of opening the tender. The bid shall be evaluated by the Committee constituted for the purpose.

15. The Firm/Agency/Company should fulfill the following criteria for qualifying and attach all the following documents:-

- (i) Copy of Service Tax Registration No., TIN No., PAN Card No.
- (ii) Copy of own Bank Account in the name of Firm/Agency/Company and their telephone no.
- (iii) Copy of Registered Office address or Branch Office address of the Firm/Agency/Company located in Delhi/NCR Region.
- (iv) Copy of audited balance sheet of the Firm/Agency/Company for the last two financial years with a minimum turnover of Rs.2 lakhs/ year.
- (v) Copy of self-attested certificate to the effect that the firm is not blacklisted.
- (vi) Copy of the award letter of AMC of Air Purifiers issued by at least two contracts with Central Government Departments/ Public Sector Undertakings/ Autonomous bodies during the last 3 years.
- (vii) Copy of Earnest Money Deposit (EMD of Rs.10,000/- in the form of Bank Draft drawn in favour of Pay and Accounts Officer, NITI Aayog, Payable at New Delhi.
- (viii) A certificate to the effect that bidder is in acceptance of all the terms and conditions laid down by NITI Aayog.

16. The L-1 bidder will be decided after totaling of amount against each item mentioned in the column 7 of Annexure-II (i.e. Total price (incl. taxes) in Rupees/ annum).

V. General Terms and Conditions

17. The successful bidder (L1) will deposit a Performance Security Deposit amounting to 10% of the total contract value in the form of any Accounts Payee Demand Draft/ Fixed Deposit Receipt (FDR) made in the name of the Agency and hypothecated to the **Pay & Accounts Officer, NITI Aayog, New Delhi** or a Bank Guarantee from a commercial bank. The performance security deposit should remain valid for a period of sixty days beyond the date of expiry of the contract.

18. In the event of failure to accept the Offer of Contract and submission of performance security by the successful bidder for whatsoever reason(s), Earnest Money Deposit submitted by the bidding Firm/Agency/Company shall be forfeited. The selected bidder will be required to commence the work within 15 days of the award of the contract.

19. If any prospective bidder finds any inconsistency in the tender notice, the bidder could question the bidding conditions/ process well before the last date of submission of bid, so that this Department could take necessary corrective measures, if necessary.

20. The NITI Aayog 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 quotation shall not be entertained.

21. The contract will be awarded initially for a period of one year. However, the contract may be extended for a maximum period of another two years, if both the parties agree to do the same, on the same terms and conditions and rate. The contract will be terminated on one month notice, if the performance of the contractor is found unsatisfactory.

22. In case the successful bidder changes their stand regarding providing of services in the later stage especially after the contract is finalized for whatsoever reason(s), for taking up the contract, the earnest money would be forfeited.

23. The contract for repair and maintenance of Air Purifiers is comprehensive, i.e. covers all the items including filters. No payment on account of any of the items will be made extra.

24. The Air Purifiers installed at the NITI Aayog and at the residence of the Hon'ble Members of NITI Aayog. The firm will attend to the complaints against these machines by own arrangement and no traveling cost will be paid by NITI Aayog.

25. Any reported complaint will have to be taken up by the engineers within one hour on the same day. As far as possible, the repairs will be carried out on-site itself. In case any of the Air Purifier cannot be repaired on-site and is required to be taken to the firm's workshop, stand-by arrangement will be provided by the firm without any extra charge. For this purpose, the firm will maintain appropriate stock of required equipment.

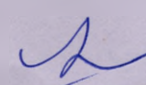
26. The Firm/Agency/Company is required to liaise with the concerned OEMs to get original spare parts for replacement, if any. The Firms/Agencies/Companies has to provide only genuine OEM parts. Under no circumstances, the firm would be provided any spares by this Deptt., which is necessary in maintaining the Air Purifiers throughout the contractual period except in the case of physical damage. As the CAMC for maintaining Air Purifiers is assigned to the L-I firm and before placing them under CAMC, all these are obviously in working condition and it is the sole responsibility of the concerned firm to maintain all such items in working condition throughout the contractual period, except the cases, where such items are physically damaged and in such situation Department will provide the damaged spare for smooth functioning of the items and the firm is bound to hand over all these items in working condition at the end of the contract.

27. The service engineers engaged by the contractor shall maintain a daily record of complaints received/attended/unattended and put up a report on each Friday to SO (Gen-I) and in case, Friday happens to be a holiday, then on the next working day.

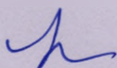
28. Any damage or loss caused to the Air Purifier or its parts due to negligence, mishandling, shall be made in working condition by the company/firm either by payment, in cash, at the prevailing market price of that item or by new one from OEM Company.

29. The firm shall carry out periodic check-up of all the Air Purifiers under contract. Outer cleaning of all equipment would be done free of cost at least once in two months and a separate register to this effect would be maintained by the contracting firm.

30. It shall be the responsibility of the firm to ensure that all the Air Purifiers work satisfactorily throughout the contract period. In case, any damage of any of the items under contract of NITI Aayog is found out, compensation as decided by the Competent Authority in NITI Aayog, to be provided by the firm.


21.08.2015


31. The bidder shall submit the bids in the prescribed format enclosed at "Annexure-II" of tender document. The total contract value for all the items must be calculated and indicated (both in words and in figures) at the end of the financial part of the tender document.
32. Each column of financial part of tender document at Annexure-II must be filled up.
33. The tenders/EMD received after due date and time will be considered as "Late bid" and shall not be entertained.
34. In case of breach of any terms and conditions attached to this contract, performance security deposit of the firm will liable to be forfeited by this Department besides annulment of the contract.
35. NITI Aayog reserves the right to terminate the contract at any time, if the services of the contracting firm are not found satisfactory or material supplied by the firm is of substandard quality. The NITI Aayog has the right to award the contract to any other agency at the cost, risk and responsibility of the bidder and excess expenditure incurred on account of this, will be recovered by the NITI Aayog from its Security Deposit or pending bills or by raising a separate claim.
36. The staff deployed by the bidder shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the Government property.
37. If any incident of theft/pilferage by the worker of the contractor is reported causing pecuniary loss to the Government, the entire cost will be recovered from the contractor besides annulment of the contract.
38. If any action on the part of engineers/ technicians of the contractor causing damage to movable/immovable property of NITI Aayog is reported, full amount equivalent to that damage of article will be recovered from the contractor in addition to any other action as deemed appropriate by the Competent Authority.
39. NITI Aayog will make no advance payment. The payment would be released on quarterly basis after satisfactory completion of each quarter. In case, NITI Aayog terminates the contract during the period of contract, the payment will be made on pro-rata basis. The selected firm will submit triplicate pre-receipted bill for payment.
40. Government tax, namely, Service Tax/VAT will be payable wherever applicable and the bill to be submitted by the contractor should bear valid Service tax registration number. Validity of the tax registration during the period of contract shall be sole responsibility of the contractor.
41. Any controversy or dispute arising out of this contract shall be referred to the sole arbitration of the Head of Deptt., NITI Aayog, 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 is nominated by the HoD even though the said officer is an employee of the NITI Aayog, New Delhi and 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 HoD, 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 HoD shall act as arbitrator. The decision of the HoD or the officer nominated by him, shall be final and binding on the party/parties. The limitation for filing claim for arbitration is 90 days from the date of expiry of the contract period and in case, no claim is failed within this period, it shall be presumed that there is no claim. The place of settlement of dispute shall be Delhi. In the case of settlement of dispute is in the Court of Law, it will be in the jurisdiction of Courts of Delhi.


21.08.2015

42. 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.

43. 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.

44. 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 its last known address. Any notice so posted shall be prima-facie proof of service.


(Subhash Chander)

21.08.2015
Under Secretary to the Govt. of India
Ph.23096522