### **Government of India Ministry of Science and Technology Department of Science and Technology** Administration II (B) Section **Technology Bhavan, New Mehrauli Road** New Delhi-110 016

Tender Enquiry No-D-13020/ 1/ 1/ 2014 Admin II (B)

To,

All interested & Eligible Vendors

#### **Sub: Tender Enquiry for Comprehensive Maintenance Contract (AMC) of Fire Extinguishers** installed at DST, Technology Bhavan, New Delhi-16 for period of one year w.e.f. 01 Apr, 2018 to 31 Mar, 2019.

Dear Sirs,

For and on behalf of the President of India, sealed tenders are invited for Comprehensive Annual Maintenance Contract (AMC) of fire extinguishers of different types & capacities installed at different locations in DST, Technology Bhavan, New Delhi-16 for a period of one year w.e.f. 01 Apr, 2018 to 31 Mar, 2019 and extendable on yearly basis for a maximum period of two years (Total three years including initial period of contract) depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm, as per the attached **schedule I**.

- In case your firm is interested in the above said work, you are requested to quote your lowest prices in the enclosed Proforma (Schedule II) in a sealed cover alongwith the documents as mentioned in the tender document with an EMD amount of Rs.10,000/- (Rupees Ten Thousand only) in the prescribed form. The sealed cover containing the bid should be super scribed "Tender for Comprehensive Annual Maintenance Contract (AMC) of Fire Extinguishers installed in DST, New Delhi, not to be opened before 05 Mar., 2018" and should be dropped in the tender box of Admin II (B) kept near the Reception of the Technology Bhavan latest by 1500 hours on or before the 05 Mar., 2018. Sealed bids received within the closing time limit will be opened on the same day at 1530 hrs in Raman Auditorium, WH Block in the presence of such tenderers who wish to be present. The Department reserves the right to accept or reject any quotation/ estimates without assigning any reason thereof.
- Successful bidder will be required to submit a performance security deposit of an amount 3. equivalent to 10% of contract value (excluding taxes, duties, service charges, freight, insurance etc.) in the form of Demand Draft/ Fixed Deposit Receipt/ Performance Bank Guarantee from any Scheduled Commercial Indian Bank valid up to 30.06.2020.
- The application form for Tender Enquiry Notice may also be downloaded free of cost from the Department's website http.//dst.gov.in/tenders.
- Tendering firms fulfilling the requirements in this tender document are requested to quote their competitive lowest prices as per the requirements given in the attached schedules.

Yours faithfully,

Date: 05 Feb., 2018

(Soumitra Basu) Under Secretary to the Govt of India

Tel: 26590606

Copy to: Web Support, DST: For posting the complete tender document on Department's website Cont'd...02/-

## IMPORTANT INFORMATION, GENERAL INSTRUCTIONS And TERMS & CONDITIONS

	1	And TERMS & CONDITIONS						
SI No.	Description	Contents						
1.	Purchaser	THE PRESIDENT OF INDIA						
2.	Single bid system	This tender will be processed in single bid system						
3.	Firm and fixed rates	· ·						
4.	Non- transferabii ty	This tender is non-transferable.						
5.	Terms & Conditions as set out in this Tender Document shall have to be complicated by the tendering firm. Offers not complying with such terms & conditions ignored/ rejected.							
6.	EMD	An amount of Rs.10,000/- (Rupees ten thousand only) has to be submitted by way Demand Draft, Pay Order/Banker's Cheque in favour of <u>DDO</u> , <u>DST</u> along with the origin copy of the tender submitted by the firm. Payment by any other mode shall not accepted. Offers received without EMD shall be ignored straightaway and will not considered under any circumstances. EMD of tendering firms who submit the seal quotation but withdraw the same before expiry of the tender validity date may forfeited at the discretion of DST. The EMD of the successful bidder and the unsuccessful bidders will only be released after submission of Performance Security the successful bidder.						
7.	Performanc e Security	Successful bidders awarded the work order for carrying out the jobs on the basis of this Tender Enquiry shall be required to furnish a Performance Security of the amount equivalent to 10% of the contract value in the form of DD/ Pay order, Fixed Deposit Receipt (FDR) or Bank Guarantee from any Scheduled Commercial Indian Bank to be submitted within 15 days of the receipt of the Contract by them. The format for Performance Bank Guarantee (PBG) will be provided by DST along with the award of contract. In the event of failure on the part of the successful bidder awarded the Contract to furnish Performance Security, the contract awarded shall be cancelled. Non-submission of PBG in prescribed format or submission by other mode shall be viewed as adverse performance which may further lead to de-registration/ suspension of business dealing with the Department. DD/ Pay Order/ Fixed Deposit Receipt should be in favour of DDO, DST.						
8.	Prescribed Forms	Tenders of firms received in the format prescribed in this tender document shall only be considered. Offers not received in prescribed format shall be ignored and no correspondence in this regard will be entertained. Telegraphic/ Telex/ Fax/ E-mail/ Letter head Quotations will not be accepted and ignored straightaway.						
9.	Late/ delayed tenders	Tenders received late/ delayed after prescribed closing time due to any reason whatsoever will not be accepted under any circumstances.						

SI	Description	Contents					
No. 10.	Time & date of	,					
	receipt and opening of bids	of tender opening given in this Tender Document is declared a closed holiday by the Central Government, the tender shall be opened on the next working day at the same time. In such an event the closing hours for receipt of tenders in DST will stand automatically extended up to 1500 hours of the next working day in the Central Government offices.					
11.	Purchaser's right	Purchaser reserves the right to reject any tender/all tenders in full or part thereof without assigning any reasons.					
12.	Purchaser's Address & Work site	The bid should be addressed to "Under Secretary, Admin II (B), Department of Science & Technology, Technology Bhavan, New Mehrauli Road, New Delhi-16 and dropped in the Tender Box of Admn. II B Section kept near Reception Room at the entrance of Technology Bhavan, New Mehrauli Road, New Delhi on or before 1500 hours on 05 Mar., 2018.					
13.	Duties & Taxes	Tenderers are requested to enclose a copy of their valid GST registration Certificate and PAN Details.					
14.	Inspecting Officer	Authorized representative of DST, New Delhi					
15.	Inspection Authority	Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.					
16.	Contract period	One year from the date of award of contract. Prices during the currency of contract shall remain firm & fixed.					
17.	Dispatch instructions	Maintenance work shall be carried out at Technology Bhavan. The selected agency shal provide Service Engineer as per actual requirements. Any replacement of defective parts/ spare parts will be done only with written permission. For taking away such parts out of Technology Bhavan, proper markings & signatures of Estate Supervisor/ SO Admir II (B) should be obtained in indelible ink. Permission for taking the items from DST premises will not be allowed on holidays, Saturdays & Sundays.					
18.	Token Liquidated Damages	In case the firm does not complete the work within the prescribed work execution period as stipulated, action will be taken against the firm to recover from the contractor as agreed liquidated damages including administrative expenses (not to be treated as penalty) a sum equivalent to 1% per week of the price of any stores which the contractor has failed to execute/ deliver/install within the stipulated time limit. Where delivery thereof is accepted after expiry of the aforesaid period, the total damages so claimed shall not exceed 10% of the total contract price.					
19.	Warranty	One-year comprehensive from the date of completion of job. Any complaint shall be attended within a response time of 48 hours on 24X7 basis. Any defects in workmanship or deterioration in the quality or deviation from tender specifications coming to notice shall be rectified at site within 72 hours of the reporting of the same to the contractor. If system is required to be picked up and taken to contractor's premises for removing the defects, the same shall be picked up from the consignee latest by the next working day and dropped back to the consignee within 07 working days. Any component required to be replaced within the warranty period shall be totally a new component and not a reconditioned or repaired component.					
20	Eligibility of participatio n in the Tendering Process						

Signature of the bidder with seal & date

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SI No.	Description	Contents
21.	Scope of	The work includes
	Work	a) Comprehensive Maintenance for 206 (Two Hundred and Six only) Fire Extinguishers (As per Schedule II) owned by the department and installed at various locations, blocks & halls in Technology Bhavan. The number may increase/ decrease from time to time.
		b) The contract shall include minimum one general service initially and subsequent quarterly checking & submission of report to the Department.
		c) The contractor need to depute experienced service engineer/ supervisor/ mechanic at site quarterly but all complaints/ repairs shall be attended to within 24 hours, failing which the contractor will be required to provide requisite number of standby fire extinguishers at his own expenses. If urgent work is required on Saturday/ Sunday or a public holiday, contractor shall be duly intimated by DST and it will be incumbent upon the contractor to carry the work on such Public Holidays.
		i) Routine Services: The routine services will include: General cleaning of fire extinguishers, Checking & replacement of pressure gauges, squeeze grip, Syphon tube, discharge nozzle, repair/ replacement of brass portion, repair/ replacement of valves/ lids, fixing/ positioning of fire extinguishers, refilling, pressure testing, repair/ replacement of grip handle/ PVC base/ trolley (as required) etc. and any other work to maintain the serviceability of the fire extinguishers.
		e) Apart from the routine services, the other services provided for maintenance of ABC/CO <sub>2</sub> type of fire extinguishers will have to be specified in the Maintenance Report Card.
		f) The contract shall exclude painting of the fire extinguishers, chassis repair, change of sites etc.
		g) Safety seals and tamper indicators should be checked and replaced if found broken.
		h) Fullness of the cylinders should be checked by pressure gauge or weighing of cylinders.
		i) Conditions of the tyres, wheels, carriage, hose and nozzle etc. should be checked for wheeled units.
		j) During inspection if any deficiency is noted, corrective action including recharging of cylinder should be done.
		k) During inspection if any physical damage, corrosion, leakage, clogging, blocking of plunger is observed, the same may be brought to the notice of the Department and rectified immediately.
		I) During quarterly maintenance the exterior of the extinguishers, polish the painted portion with wax polish/ metal polish/ silver polish as applicable and the plastic components to be thoroughly washed with soap solution and sun dried.
		m) During the tenure of the contract period, the firm needs to carry out one discharge test and hydraulic pressure test of all fire extinguishers.
		n) All the fire extinguishers should be maintained as mentioned in IS 2190 (2010)
22.	Validity of tender	Tender shall be kept valid for acceptance by DST for a period not less than 60 days after the tender opening date.
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SI No.	Description	Contents					
23.	Rates	a) Rate should be quoted per unit basis in the enclosed Performa as per <b>Schedule II</b> attached with the tender document.					
		<b>b)</b> During the entire period of the contract, no request for any increase in rates will be entertained.					
24.	Award of contract	a) The Department will award the contract to the tenderer whose tender has been determined to be substantially responsive and who has offered the lowest evaluated tender price.					
		b) Notwithstanding the above, the Department reserves the right to seek previous work orders, references etc. and to accept or reject any quotations and to cancel the process and reject all tenders at any time prior to award of contract without assigning any reason.					
		c) The tenderer whose rate is accepted will be notified for the award of contract by the Department. The terms and conditions stipulated in the tender document shall be fully applicable to the resultant contract and taken as an integral part of the contract concluded on the basis of this Tender Enquiry.					
		d). In case two firms offering the same lowest bundled evaluated prices, then only item wise rate will be evaluated for those two firms and the contract will be awarded to the two firms item wise on L1 basis for that particular schedule.					
25.	Terms of payment	a) The contractor will submit the bill for payment on quarterly basis and after completion of each quarter.					
		b) The Payment for fire extinguishers where work was not attended due to any reason whatsoever is will be deducted on pro rata basis from the bill submitted by contractor.					
26.	Submission, acceptance and rejection of tender	a) A complete set of the tender document may be collected personally from Section Officer Admin II (B), Department of Science & Technology, New Delhi. Complete tender document is available on Departmental website: http://dst.gov.in and may be downloaded and used for submission of the bid. The envelop containing the quotation should be duly sealed and super-scribed as "Tender for Comprehensive Annual Maintenance Contract (AMC) of fire extinguishers installed at DST, Technology Bhavan, New Delhi-16 for period of one year w.e.f. 01 Apr, 2018 to 31 Mar, 2019. The sealed envelop should be dropped in the tender box kept [Tender Box Admin II (B)] near the reception of Technology Bhavan on or before 3.00 PM on 05 Mar., 2018 which will be opened on the same day at 3.30 PM in the presence of one representative of such tenderers who wish to be present.					
		b) Tenders which are not complete in all respects are liable to be rejected.					
		c) While submitting the tender for this work the tenderers will be <b>deemed to have read, understood and accepted</b> all the terms and conditions stated in the tender document. Any doubts or clarifications with regard to the interpretation of the Terms & Conditions stipulated in this Tender Enquiry, may be got clarified from DST at least 03 days before tender closing date. Requests for postponing the tender opening date for the same shall not be accepted.					
		d) Tenderers will indicate the complete address of their firm/ office along with telephone numbers.					
		e) Contract shall be awarded to the firm offering the lowest / net bundled price (Schedule wise) and not with reference to the lowest prices quoted for the sub-items. However, if prices for each & every item are not quoted, Net- bundled price offered shall not be accepted.					

SI No.	Description	Contents					
27	Inspection Authority & Inspecting Officer	Department of Science & Technology and Authorized representative of DST, New Delhi-16					
28	Paying authority	Controller of Accounts or his authorized representative, Pay & Accounts Office, DST, New Delhi-110016					
29	General terms & conditions	a) The contractor shall observe all security provisions as applicable to the offices of the DST which comes under the security cover by the Home Ministry. Any violation shall be his responsibility.					
		b) The tenderer shall not enter into sub contract with any person or transfer the contract or any benefit there under to any person or firm without written approval of the Department.					
		c) The person signing the tender document on behalf of the contractor or on behalf of the firm, shall attach with the tender a proper power of Attorney, duly executed by all the partners, stating that he has the authority to bind such other persons of the firms whatever the case may be in all the matters pertaining to the contract, including the arbitration clause.					
		d) Acceptance of the tender by the Government shall be communicated to the successful tenderer by a formal letter of acceptance of tender.					
		e) The firm may inspect the locations and existing fire extinguishers and their conditions before submitting the tender.					
		f) All fire extinguishers are to be maintained properly to ensure desired efficiency during requirement/ exigencies.					
		g) The units must be free from frosting and water accumulation.					
		h) This contract shall include comprehensive maintenance of all parts and it shall be got done from the manufacturer/ authorized dealer, by replacement with sealed unit.					
		i) The firm has to provide stand by unit in case of removal of units for overhauling for major repairing.					
		j) In case in the opinion of the Department, any machine is defective needs to be brought back to proper working order, same shall have to be done by the firm within the rate quoted and within 15 days of start of contract period. In case of failure to bring the machine to proper order within stipulated period, damages/ penal charges shall be applicable.					
		k) The firm must be authorized dealer/ having authorized workshop (should submit the authorization).					
		I) The firm should maintain a log book of each & every complaint of fire extinguishers and obtain satisfactory report from the officer concerned.					
		m) The firm should instruct its representative to sign the attendance register maintained in DST on periodical basis.					
		n) The Department will use one or two numbers of fire extinguishers for efficiency test/ demonstration once in every month and the same will be refilled by the firm without charging any extra cost during the contract period. In case of failure of the cylinder (s) during efficiency test/ demonstration, the amount will be deducted on prorate basis from the quarterly basis.					

SI	Description	Contents					
No.							
30	Termination of contract	<ul> <li>i) On expiry of period given in the contract. Further, the contract can be terminated at any time during the currency due to unsatisfactory performance established on the part of the contractor or any such material complaints.</li> <li>ii) The contract can be terminated at any time by giving a Notice of three months in advance from either party. Any complaints pending on the day of giving notice &amp; also the expiry of the Notice served shall have to be attended to in accordance with the terms &amp; conditions of the contract.</li> </ul>					
31	Applicable law	The resultant contract shall be interpreted in accordance with the laws of Union of India. Settlement of disputes and shall be within the jurisdiction in Delhi.					
32	Disputes	Any disputes/ differences arising shall be settled through arbitration. The purchaser and contractor shall first try to resolve the differences/ disputes amicably by mutual consultation. If they fail to resolve the disputes by such mutual consultation within 21 days, then, depending upon the position of the case, either the purchaser or the contractor shall give notice to the other party of its intention to commence arbitration as per the Indian Arbitration and Conciliation Act, 1996.					
33	General	<ul> <li>a) The firms/ contractors should be registered with tax department or any other agency which is entrusted with collecting the tax which is leviable on maintenance contract (TIN No. PAN NO, GST Registration etc.)</li> <li>b) The firm should submit the address proof.</li> <li>c) The firm should submit the Bank account details duly certified by the bank concerned.</li> <li>d). Copies of IT returns for last three years including FY 2017-18.</li> <li>e) Attested copies of past performances for similar type of jobs with other Central &amp; state Govt. Departments/ PSUs/ Autonomous Bodies etc. during the last three years. This will include copies of work orders &amp; completion certificate.</li> <li>f) Copies of existing contracts, if any, with Central &amp; state Govt. Department/ PSUs/ Autonomous bodies etc. for similar nature of jobs.</li> </ul>					
34	Tender fee	Nil					
7	Toriuer ree	INII					

#### **Certificates: -**

- i) I/ we (including all partners) certify that I/ we have read the Terms & Conditions mentioned in the tender enquiry form and shall abide by them.
- ii) I/ we certify that the information given is true to the best of my/ our knowledge. I/ we also understand that if any of the information is found wrong/ false at any stage. I/ we are liable to be deregistered from panel of approved contractors/ banned for doing any business dealings with Government Departments or blacklisted or subject to any monetary penalties that be deemed fit and appropriate by DST/ Government.

#### Signature of the bidder with seal & date

# T E No. D- 13020/ 1/ 1/ 2014 Admin II (B)- dated 05 Feb., 2018 Comprehensive AMC of Fire Extinguishers installed at DST, Technology Bhavan, New Delhi-16 for period of one year w.e.f. 01 Apr, 2018 to 31 Mar, 2019.

1. Name of the firm:

#### Rates (Per annum)

SI No.	Type of fire extinguishers	Capacity of fire extinguishers	No. of fire extinguishers	Make	Unit rate per annum in Rs.	Amount per annum in Rs.
01	ABC	5 Kgs	120	Fire Bird		
02	ABC	10 Kgs	020	Fire Bird		
03	CO <sub>2</sub>	2 Kgs	020	Safeguard		
04	CO <sub>2</sub>	3 Kgs	020	Safe Guard		
05	CO <sub>2</sub>	4.5 Kgs	020	Life Guard		
06	CO <sub>2</sub>	9 Kgs	006	Safe Guard		
07	Total		206			
08	GST (as applicable)					
09	Grand total					

Name & Address of the firm:

Signature of the bidder with seal & date