

भारत सरकार  
Government of India  
विज्ञान और प्रौद्योगिकी मंत्रालय  
Ministry of Science and Technology  
विज्ञान और प्रौद्योगिकी विभाग  
Department of Science and Technology  
प्रशासन अनुभाग  
Administration II (B) Section  
Technology Bhavan, New Mehrauli Road  
New Delhi-110 016

L.T.E No.D-13012/ 1/ 1/ 2013 Admn II (B)

Date: 17 June, 2013

To,

As per attached list in (Application/ Quotes received from the firms/ vendors, whose name is not appearing in the list, will not be considered)

**Sub: Limited Tender Inquiry for Item wise Annual Rate Contract for installation/ reinstallation and other associated works in respect of room air conditioners at DST, Technology Bhavan, New Delhi-16 for period of one year from the date of contract (Items not covered under Comprehensive AMC)**

Dear Sirs,

For and on behalf of the President of India, sealed limited tenders are invited for the subject mentioned job in DST, Technology Bhavan, New Delhi-16 for period of one year from the date of commencement of contract and extendable yearly basis depending upon the satisfactory performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and mutually agreed upon, as per the attached **Important Information, General Instructions and Terms & conditions to this LTE.**

2. Only those firms shall be eligible to participate in this tender whose names is appearing with this document. The application form for Limited Tender Enquiry Notice also be downloaded free of cost from the Department's website <http://dst.gov.in/tenders>. Unsolicited bids from parties not invited, if received, will be rejected straightway and will not be opened. No representation in this regard will be considered by the Department.

3. In case your firm is interested in the above said work, you are requested to quote your lowest prices in the enclosed Proforma (**Schedule I**) in a sealed cover alongwith the documents duly signed in all pages as mentioned in the tender document in the prescribed form. The sealed cover containing the bid should be super scribed "**Item wise Annual Rate Contract for installation/ reinstallation and other associated works in respect of room air conditioners at DST, Technology Bhavan, New Delhi-16 not to be opened before 05<sup>th</sup> July, 2013**" 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<sup>th</sup> July, 2013**. 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.

4. There is no need to submit EMD with the application/ quotes but successful bidder will be required to submit a performance security deposit of an amount equivalent to Rs.25,000/- (Rupees twenty five thousand only) in favour of DDO, DST, New Delhi, in the form of Demand Draft/ Fixed Deposit Receipt/ Performance Bank Guarantee from any Scheduled Commercial Indian Bank valid upto the contractual period.

5. 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 **Schedule I to this LTE.**

Yours faithfully,

(B. K. P. Angam)  
Under Secretary to the Govt of India  
Tel: 26590204

**Copy to: FICCI, DST: For posting the complete tender document on Department's website**

**Cont'd...02/-**

**IMPORTANT INFORMATION, GENERAL INSTRUCTIONS**

**And TERMS & CONDITIONS**

Sl No.	Description	Contents
1.	Purchaser	THE PRESIDENT OF INDIA
2.	Single bid system	This tender will be processed in single bid system
3	Tender fee	Nil (Firms Registered with DST for these items are eligible to apply only).
4	EMD	Nil (Firms Registered with DST for these items are eligible to apply only).
5	Non-transferability	This tender is non-transferable.
6	Terms & conditions	Terms & Conditions as set out in this Tender Document shall have to be complied with by the tendering firm. Offers not complying with such terms & conditions shall be ignored/ rejected.
7	Firm and fixed rates	Prices should be quoted on net destination basis at DST and firm & fixed price basis including statutory taxes (CST/ VAT, Service Tax, Service Charge etc., duties (ED- if any), freight, packing etc.. The prices/rates quoted should be indicated in words as well as in figures and in INR only. Request for enhancement of contracted rates shall not be considered under any circumstances during the contractual period. Tenders with variable prices or seeking provision for enhancement of prices/ contracted rates during the currency of the contract shall be rejected straightaway without any consideration.
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.
10	Time & date of receipt and opening of bids	In the event of any confusion, the time set in the clock in the room of Under Secretary (Admn.II-B) will be taken as standard and decisive. Tenderers may note that if the date 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 <b>on or before 1500 hours on 05<sup>th</sup> July, 2013</b> . In case the sealed envelope is larger than the mouth of the Tender Box, and cannot be dropped in the Tender Box, the same may be submitted by hand to Under Secretary, Admn.II B or S.O. Admn II B, DST before expiry of the closing time.
13	Inspecting Officer	Authorized representative of DST, New Delhi
14	Inspection Authority	Department of Science and Technology (DST), Technology Bhavan, New Delhi or any party, a Govt. agency, so authorized by DST.
15	Contract period	One year from the date of commencement of contract and extendable yearly basis depending upon the performance of the firm and compliance of terms & conditions stipulated in the tender document by the firm and mutually agreed upon. Prices during the currency of contract shall remain firm & fixed.

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

**Cont'd....03/-**

Sl No.	Description	Contents
16	Dispatch instructions	Maintenance work shall be carried out at Technology Bhavan. The selected agency shall 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 Admin II (B) should be obtained in indelible ink. Permission for taking the items from DST premises will not be allowed on holidays, Saturdays & Sundays.
17	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 new component and not reconditioned or repaired component.
18	Performance 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 Rs.25,000/- (Rupees twenty five thousand only) in favour of DDO, DST, New Delhi-16, 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 adverse performance which may further lead to de-registration/ suspension of business dealing with the Department and the amount of performance security deposited by the firm also will be forfeited.
19	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.
20	Rates	a) Rate should be quoted per unit basis in the enclosed Performa as per <b>Schedule I</b> attached with the tender document.  b) Rates should be inclusive all statutory taxes & duties (CST, VAT, Service Charge, Service Tax, ED etc.) and freight (free delivery to the consignee's premises) etc.  c) During the entire period of the contract, no request for any increase in rates will be entertained.
21	Taxes & duties	a) Rates should be inclusive all statutory taxes & duties (CST, VAT, Service Charge, Service Tax, ED etc.) and freight (free delivery at consignee's premises) etc.  b) <b>Tax Deduction at Source (TDS):-</b> TDS will be deducted from each bill (as applicable) of the contractor under the statutory rules of Union Govt. in respect of Income Tax & other Taxes etc.  c) No claim on account of sales taxes or any other statutory taxes/ charges for execution of work awarded under this contract will be entertained by DST and such taxes and charges should be paid by the contractor himself.
22	Consignee's address	Department of Science & Technology and Authorized representative of DST, New Delhi-16.
23	Inspection Authority & Inspecting Officer	Department of Science & Technology and Authorized representative of DST, New Delhi-16.

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

**Cont'd....04/-**

Sl No.	Description	Contents
24	Submission , acceptance and rejection of tender	<p>a) A complete set of the tender document may be collected personally from <b>Section Officer Admin II (B), Department of Science &amp; Technology, New Delhi</b>. Complete tender document is available on Departmental website: <a href="http://dst.gov.in">http://dst.gov.in</a> and may be downloaded and used for submission of the bid. The envelop containing the quotation should be duly sealed and super-scribed as <b>“Item wise Annual Rate Contract for installation/ reinstallation and other associated works in respect of room air conditioners at DST, Technology Bhavan, New Delhi-16 for period of one year</b> . The sealed envelop should be dropped in the tender box kept [<b>Tender Box Admin II (B)] near the reception of Technology Bhavan</b> on or before 3.00 PM on <b>05<sup>th</sup> July, 2013</b> 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.</p> <p><b>b) Tenders which are not complete in all respects are liable to be rejected.</b></p> <p>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 &amp; 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.</p> <p>d) Tenderers will indicate the complete address of their firm/ office along with telephone numbers.</p> <p>e) Contract shall be awarded to the firm offering the lowest / net bundled price and not with reference to the lowest prices quoted for the sub-items. However, if prices for each &amp; every item are not quoted, Net- bundled price offered shall not be accepted.</p>
25	Award of contract	<p>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 net bundled tender price of the schedule.</p> <p>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.</p> <p>c) The tenderer whose rate is accepted will be notified for the award of contract by the Department prior to expiration of the tender validity period. 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.</p> <p>d) Contract shall be awarded to the firm (s) offering the lowest/ net bundled price and not with the reference to the lowest prices quoted for the sub-items. However, if prices for each and every item are not quoted, net bundled price offered by the firm shall not be considered/ accepted. Standard unit is considered as 01 (One) for evaluation of tender. The issuance of work/ supply order will depend upon the requirement of the Department and on actual basis.</p> <p>e). In case two firms offering the lowest net bundled 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.</p>
26	Scope of Work	Installation/ re-installation and other room air conditioner related works in DST as per schedule to this LTE.
27.	Submission of bill and Terms of payment	<p>a) The contractor will submit the bill for payment on actual basis after completion of awarded work.</p> <p>b) Bills to be submitted (preferred in 3 copies) alongwith the certificates/ job card duly certified/ signed by the officer concerned on actual basis.</p> <p>c) No advance payment in no circumstances be made to the contractor.</p>

Sl No.	Description	Contents
28	Paying authority	Controller of Accounts or his authorized representative, Pay & Accounts Office, DST, New Delhi-110016
29	Termination of contract	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. 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 & also the expiry of the Notice served shall have to be attended to in accordance with the terms & conditions of the contract.
30	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.
31	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.
32	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) In case in the opinion of the Department, any item 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 item to proper order within stipulated period, damages/ penal charges shall be applicable.

**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 including during the process of "Registration of Firms for this Category". 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**

**Name of the Firm:-**

**Registration Details (Issued by DST):-**

**Schedule I to L.T.E No.D-13012/ 1/ 1/ 2013 Admn II (B) dated: 17 June, 2013.**

Sl No.	Description of work	Unit	Standard Qty for evaluation	Unit rate in Rs.
1	Installation of Window air conditioner of any capacity	Each	01	
2	Installation of split air conditioner of any capacity	Each	01	
3	Installation of tower air conditioners of any capacity	Each	01	
4	Installation of cassette air conditioner of any capacity	Each	01	
5	Gas charging of split air conditioner of any capacity	Each	01	
6	Gas charging of tower air conditioner of any capacity	Each	01	
7	Gas charging of cassette air conditioner of any capacity	Each	01	
8	P/F Refrigerant piping	Mtr	01	
9	P/F of electrical wire of suitable size/ capacity	Mtr.	01	
10	P/F of drain pipe for disposing of condensed water	Mtr.	01	
11	Chiseling of floor/ wall for laying of drain/ refrigerant pipe	Mtr.	01	
12	P/F of Stand for tower air conditioner indoor unit	Each	01	
13	p/F of Stand for out door units	Each	01	
14	P/F Industrial plug top 15 Amps	Each	01	
15	P/F of Stabilizers (If required) of any capacity	Each	01	
16	P/F of Metal flexible conduit for covering of refrigerant/ drain pipe	Mtr.	01	
17	P/F of Metallic cable tray 10" width with fitment/ hanging as required	Mtr.	01	
<b>18</b>	<b>Net Quoted Bundled Price</b>			

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

**Annexure "A" to L.T.E No.D-13012/ 1/ 1/ 2013 Admn II (B)      Date: 17 June, 2013**

M/s MAINTENANCE CORPORATION  
11 SANSKRIT NAGAR, PLOT NO.3  
SEC-14, ROHINI, NEW DELHI-110085

M/s AIR EXCEL  
41, NATIONAL PARK  
LAJPAT NAGAR, NEW DELHI

M/s G K REFRIGERATION  
60-H, ARJUN NAGAR  
SAFDARJUNG ENCLAVE  
NEW DELHI-110029

M/s ACE UTILITIES  
259, HOG MARKET,  
RAJENDRA PLACE  
NEW DELHI

M/s BEAUTY ENTERPRISES  
72, AJIT ARCADE  
KAILASH COLONY  
NEW DELHI-110048