

CONTROLLER GENERAL OF DEFENCE ACCOUNTS

Ulan Batar Road, Palam, DELHI CANTT.- 110010

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No . AN/V/5066/CAMC/RO

Date: 02/11/2016

Subject: Comprehensive Annual Maintenance of Reverse Osmosis water Purifier at CGDA HQrs. Office/CENTRAD/OTI,Gurgaon//Panchwati, Delhi

1. Bids in sealed cover are invited for service and maintenance of items listed in Annexure-I of this RFP
2. The sealed bids may be dropped in the Tender Box marked as "Quotation for **Comprehensive Annual Maintenance of Reverse Osmosis water Purifier** kept at the reception of this office or sent by registered post at the address given below so as to reach by the due date and time: Room No 137 Office of Controller General of Defence Accounts, Ulan Batar Road Delhi Cantt-110010
3. The RFP is divided into five parts as follows:
 - Part I – Contains general information and instructions for the Bidders about the RFP such as the time place of submission and opening of tenders, Validity period of tenders, etc.
 - Part II –Contains essential details of the items/services required such as the Schedule of Requirements (SOR), Technical Specifications, Delivery Period, Mode of Delivery and Consignee details.
 - Part III- Contains Standard Conditions of RFP, which will form part of the contract with the successful Bidder.
 - Part IV – Contains Special Conditions applicable to this RFP and which will also form part of the contract with the successful Bidder.
 - Part V- Contains Evaluation Criteria and Format for Price Bids.
4. This RFP is being issued with no financial commitment and the Buyer reserves the right to change or vary any part thereof at any stage. Buyer also reserves the right to withdraw the RFP, should it become necessary at any stage.



(K P Singh)
Accounts Officer (AN)

Part I-General Information

1. Last date and time for depositing the bids: 15.00 hrs, 22.11.2016

The sealed bids should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.

2. Manner of depositing bids: Sealed bids should be sent by speed post/registered post at the address given above so as to reach by the due date and time. The sealed bids can also be drooped in the tender box as mentioned in para 2 at Page 1 of this letter. Late tenders will not be considered. No responsibility will be taken for postal delay on non-delivery/non-receipt of bid documents. Bids sent by FAX or e-mail will not be considered. "Quotation for Comprehensive Annual Maintenance of Reverse Osmosis Water Purifier" should be mentioned clearly on top of the sealed quotation envelopes.

3. Time and date for opening of bids: 15:30 hrs on 22/11/2016

(If due to any exigency, the due date for opening of the Bids is declared a closed holiday, the Bids will be opened on the next working day at the same time or on any other day/time as intimated by the Buyer).

4. Place of opening bids:

Aditya hall, Office of Controller General of Defence Accounts, Ulan Batar Road Delhi Cantt-110010

The bidders may depute their representatives, duly authorized in writing, to attend the opening of bids on the due date and time. Rates and important commercial/technical clauses quoted by all bidders will be read out in the presence of the representatives all the bidders. This event will not be postponed due to non-presence of your representative.

5. Forwarding of bids- Bids should be forwarded by the bidders under their original memo/letter pad inter-alia furnishing details like TIN number, VAT/CST number, Bank address with EFT Account if applicable, etc and complete postal & e-mail address of their office.

6. Validity of bids: The bids should remain valid till 31st December, 2016

7. Earnest Money Deposit: Bidders are required to submit Earnest Money Deposit for amount of Rs.5000 /- (Rupees five thousand only) along with their bids. The EMD may be submitted in the form of an Account Payee Demand Draft, Fixed Deposit Receipt, Banker's Cheque or Bank Guarantee from any of the public sector banks or a private sector bank authorized to conduct government business as per Form DPM-16 (Available in MOD website and can be provided on request). EMD is to remain valid for a period of forty-five days (45) beyond the final bid validity period. EMD of the unsuccessful bidders will be returned to them at the earliest after expiry of the final bid validity and latest on or before the 30th day after the award of the contract. The EMD of the successful bidder would be returned without any interest whatsoever after the receipt of Performance Security from them as called for in the contract. EMD is not required to be submitted by those bidders who are registered with the Central Purchase Organization (e.g. DGS&D), National Small Industries Corporation (NSIC) or any Department of MOD or MOD itself. The EMD will be forfeited if the bidder withdraws or amends or impairs or derogates from the tender in any respect within their validity period of their tender.

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Part II-Essential details of the items/services required

1. **Schedule of Requirements-** List of items/services required is enclosed as Annexure A to this letter
2. **Period of contract:** - The period of contract will be one year from the date of contract /Job order. In case the purchaser desires to have deferred deliveries, the purchaser shall specify the same. In such case the vendor shall provide services as per the revised schedule mentioned by the purchaser on the contract/job order. Please note the buyer can cancel the contract unilaterally in case services are not provided as per the schedule of requirement.
3. **Terms of services:** - The services will be carried out according to Schedule of Requirements mentioned in **Annexure A**. In case the purchaser desires to have deferred services, the purchaser shall specify the same. In such case, the vendor shall render the services as per the schedule mentioned by the purchaser in the Job order. Please note that contract can be cancelled unilaterally by the buyer in case the services shall not start on the date mentioned above. Extension of service period will be at the sole discretion of the buyer with applicability of penalty clause.
4. **Place of Service** – Items/service will be provided at the following address:
 - (a) Office of CGDA,Ulan Batar Road
 - (b) Office of CGDA, CENTRAD, Brar Square.
 - (c) OTI, Gurgaon
 - (d) Guest House, Panchwati.

Part III – Standard Conditions of CMAC

- 1. Law:** The Contract shall be considered and made in accordance with the laws of the Union of India. The contract shall be governed by and interpreted in accordance with the laws of the Republic of India.
- 2. Effective Date of the Contract:** The contract shall come into effect on the date of signatures of both the parties on the contract (Effective Date) and shall remain valid until the completion of the obligations of the parties under the contract. The deliveries and supplies and performance of the services shall commence from the effective date of the contract.
- 3. Arbitration:** All disputes or differences arising out of or in connection with the Contract shall be settled by bilateral discussions. Any dispute, disagreement or question arising out of or relating to the Contract or relating to construction or performance, which cannot be settled amicably, may be resolved through arbitration. The standard clause of arbitration is as per Forms DPM-7 (Available in MoD website and can be provided on request).
- 4. Penalty for use of Undue influence:** The Seller undertakes that he has not given, offered or promised to give, directly or indirectly, any gift, consideration, reward, commission, fees, brokerage or inducement to any person in service of the Buyer or otherwise in procuring the Contracts or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of the present Contract or any other Contract with the Government of India for showing or forbearing to show favour or disfavor to any person in relation to the present Contract or any other Contract with the Government of India. Any breach of the aforesaid undertaking by the Seller or any one employed by him or acting on his behalf (whether with or without the knowledge of the Seller) or the commission of any offence by the Seller or anyone employed by him or acting on his behalf, as defined in Chapter IX of the Indian Penal Code, 1860 or the Prevention of Corruption Act, 1986 or any other Act enacted for the prevention of corruption shall entitle the Buyer to cancel the contract and all or any other contracts with the Seller and recover from the Seller the amount of any loss arising from such cancellation. A decision of the Buyer or his nominee to the effect that a breach of the undertaking had been committed shall be final and binding on the Seller. Giving or offering of any gift, bribe or inducement or any attempt at any such act on behalf of the Seller towards any officer/employee of the Buyer or to any other person in a position to influence any officer/employee of the Buyer for showing any favour in relation to this or any other contract, shall render the Seller to such liability/ penalty as the Buyer may deem proper, including but not limited to termination of the contract, imposition of penal damages, forfeiture of the Bank Guarantee and refund of the amounts paid by the Buyer.
- 5. Agents/Agency Commission:** The Seller confirms and declares to the Buyer that the Seller is the original provider of the services referred to in this Contract and has not engaged any individual or firm, whether Indian or foreign whatsoever, to intercede, facilitate or in any way to recommend to the Government of India or any of its functionaries, whether officially or unofficially, to the award of the contract to the Seller; nor has any amount been paid, promised or intended to be paid to any such individual or firm in respect of any such intercession, facilitation or recommendation. The Seller agrees that if it is established at any time to the satisfaction of the Buyer that the present declaration is in any way incorrect or if at a later stage it is discovered by the Buyer that the Seller has engaged any such individual/firm, and paid or intended to pay any amount, gift, reward, fees, commission or consideration to such person, party, firm or institution, whether before or after the signing of this contract, the Seller will be liable to refund that amount to the Buyer. The Seller will also be debarred from entering into any supply Contract with the Government of India for a minimum period of five years. The Buyer will also have a right to consider cancellation of the Contract either wholly

or in part, without any entitlement or compensation to the Seller who shall in such an event is liable to refund all payments made by the Buyer in terms of the Contract along with interest at the rate of 2% per annum above LIBOR rate. The Buyer will also have the right to recover any such amount from any contracts concluded earlier with the Government of India.

6. Access to Books of Accounts: In case it is found to the satisfaction of the Buyer that the Seller has engaged an Agent or paid commission or influenced any person to obtain the contract as described in clauses relating to Agents/Agency Commission and penalty for use of undue influence, the Seller, on a specific request of the Buyer, shall provide necessary information/ inspection of the relevant financial documents/information.

7. Non-disclosure of Contract documents: Except with the written consent of the Buyer/Seller, other party shall not disclose the contract or any provision, specification, plan, design, pattern, sample or information thereof to any third party.

8. Penalty: Recovery will be made from the contractor bill on pro-rata on the basis of recommendations of the board of officers or based on the user complaint for the period any RO System remain non serviceable or is malfunctioning due to any reasons. In case any complaint regarding non-functioning of RO Systems are not rectified within a period of 24 hrs from the time of complaint, a penal recovery of Rs. 100/- per working day per RO System shall be affected from the date of complaint.

9. Termination of Contract: The Buyer shall have the right to terminate this contract in part or in full in any of the following cases:

(a) The service is delayed for causes not attributable to Force Majeure for more than one month) after the scheduled date of delivery.

(b) The Seller is declared bankrupt or becomes insolvent.

(c) The service is delayed due to causes of Force Majeure by more than three months provided Force Majeure clause is included in contract.

(d) The Buyer has noticed that the Seller has utilized the services of any Indian/Foreign agent in getting this contract and paid any commission to such individual/company etc.

(e) As per decision of the Arbitration Tribunal.

10. Notices: Any notice required or permitted by the contract shall be written in the Hindi/English language and may be delivered personally or may be sent by FAX or registered Post and e-mail, addressed to the last known address of the party to whom it is sent.

11. Transfer and Sub-letting: The Seller has no right to give, bargain, sell, assign or sublet or otherwise dispose of the Contract or any part thereof, as well as to give or to let a third party take benefit or advantage of the present contract or any part thereof.

12. Amendments: No provision of present Contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of this Contract and signed on behalf of both the parties and which expressly states to amend the present Contract.

13. Taxes and Duties: Any change in any duty/tax upward/downward as a result of any statutory variation in exercise taking place within contract terms shall be allowed to the extent of actual quantum of such duty/tax paid by the supplier. Similarly, in case of downward revision in any duty/tax, the actual quantum of reduction of such duty/tax shall be reimbursed to the Buyer by the Seller. All such adjustments shall include all relief's, exemptions, rebates, concession etc. if any obtained by the Seller.

Part-IV Special Condition of RFP

1. Payment Terms: The payment will be made by CGDA, Delhi Cantt. through electronic mode (RTGS/NEFT). The payment will be made on quarterly basis after successful completion of services during the entire period of contract and compliance of all the terms and condition of the agreement. The payment will be released after acceptance by the Board of Officers detailed for Acceptance Testing Procedure (ATP). The bank details like bank account number, bank name, IFSC Code, MICR Code for E-payment must be submitted with the bill.

2. Performance Guarantee: The Bidder will be required to furnish a Performance Guarantee by way of Bank Guarantee through a public sector bank or a private sector bank authorized to conduct government business (ICICI Bank Ltd., Axis Bank Ltd or HDFC Bank Ltd.) for a sum equal to 10% of the contract value within 30 days of receipt of the confirmed order. Performance Bank Guarantee should be valid up to 60 days beyond the date of warranty. The specimen of PBG is given in Form DPM-15 (Available in MoD website and can be provided on request).

3. Force Majeure clause:

a. Neither party shall bear responsibility for the complete or partial nonperformance of any of its obligations (except for failure to pay any sum which has become due on account of receipt of goods under the provisions of the present contract), if the non-performance results from such Force Majeure circumstances as Flood, Fire, Earth Quake and other acts of God as well as War, Military operation, blockade, Acts or Actions of State Authorities or any other circumstances beyond the parties control that have arisen after the conclusion of the present contract.

b. In such circumstances the time stipulated for the performance of an obligation under the present contract is extended correspondingly for the period of time of action of these circumstances and their consequences.

c. The party for which it becomes impossible to meet obligations under this contract due to Force Majeure conditions, is to notify in written form the other party of the beginning and cessation of the above circumstances immediately, but in any case not later than 10 (Ten) days from the moment of their beginning.

d. Certificate of a Chamber of Commerce (Commerce and Industry) or other competent authority or organization of the respective country shall be a sufficient proof of commencement and cessation of the above circumstances.

4. Validity of the rates: The rates quoted will be valid till 31th December 2016. However, if there is any reduction in prices/ taxes in the market is noticed, vendor should pass on the benefit for the reduced prices to the buyers.

Part V – Evaluation Criteria & Price Bid issues

1. **Evaluation Criteria** - The broad guidelines for evaluation of Bids will be as follows:

- a. Only those bids will be evaluated which are found to be fulfilling all the eligibility and qualifying requirements of the RFP.
- b. The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Annexure-I below. The consideration of taxes and duties in evaluation process will be as follows:
 - i. Ultimate cost to the buyer would be the deciding factor for ranking of bids.
 - ii. Sales tax and other local levies, i.e. octroi, entry tax etc would be ignored.
 - iii. The Bidders are required to spell out the rates of VAT, Service Tax, etc in unambiguous terms; otherwise their offers will be loaded with the maximum rates of duties and taxes for the purpose of comparison of prices.
 - iv. If there is a discrepancy between the unit price and the total price that is obtained by multiplying the unit price and quantity, the unit price will prevail and the total price will be corrected. If there is a discrepancy between words and figures, the amount in words will prevail for calculation of price.
 - v. The Lowest Acceptable Bid will be considered further for placement of contract / Supply Order after complete clarification and price negotiations as decided by the Buyer. The Buyer will have the right to award contracts to different Bidders for being lowest in particular items.

Yours Sincerely,



(K P Singh)

Accounts Officer (AN-V)

Annexure-I – Essential Details of CAMC


Schedule of Requirement (SOR) Part-I No. AN/V/5066/CAMC/RO

Comprehensive Annual Maintenance Contract (CAMC) for Reverse Osmosis Water purifier

DISCRIPTION	Periodicity of service	Quantity	Annual per machine rate	AMOUNT
Reverse Osmosis Water purifier capacity of 50 Liter per hour MEMBRANES Pore Size - 0.0001 micron, 75 GPD, Make - DOW Chemicals FILTERS 0.5 Micron for Sediment Make - Heathy TDS Range 80-110 All parts like Pump, Solenoid Valve, SMPS, UV Lamp, UV-Choke, (Filters:-1.Sediment 2.Carbon 3.Micronic) HPS-High Pressure Switch, LPS-Low Pressure Switch, UV-Chamber, Connectors, Wires, Pipes shall cover under the CAMC.	Monthly and as and when required	19 (12 nos at HQrs office, 04 at CENTRAD, Brar Square, 02 at DTC, Gurgaon, and 01 at Panchwati, Palam)		
Applicable Taxes				
Total				

Note:

1. The agreement will be valid for one year from the effective date of agreement.
2. The agreement includes replacement of all spares parts on as and when required basis.
3. The complaints should be attended within 24 hours from the complaints lodged.
4. The servicing of all the ROs mentioned above will be carried out Monthly and as and when required.
5. The make and specification of spare parts will be as mentioned in Part-I of the SOR
6. All the spare parts, if replaced, should be genuine.


 (K P Singh)
 Accounts Officer (AN-V)