

**REQUEST FOR PROPOSAL FOR SUPPLY, INSTALLATION AND MAINTENANCE
OF DESERT COOLERS IN O/o JS(E/CAO) AND ISO's OF MINISTRY OF DEFENCE
LOCATED IN DELHI/NEW DELHI FOR SUMMER SEASON-2017**

**(Open Tender Enquiry)
Request for Proposal (RFP) No. 18/2016-17**

No. A/30024/D-Coolers/CAO/MP-I
Government of India
Ministry of Defence
O/o JS(E/CAO)
E-Block, Dara Shikoh Road
New Delhi – 110011

Dated : 03 Mar 2017

1. The JS(E/CAO), Ministry of Defence, New Delhi, for and on behalf of the President of India, hereinafter called the 'Government' invites Bids in sealed cover on **Two Bid system** for '**SUPPLY, INSTALLATION AND MAINTENANCE OF DESERT COOLERS IN O/o JS(E/CAO) AND ISO's OF MINISTRY OF DEFENCE LOCATED IN DELHI/NEW DELHI FOR SUMMER SEASON-2017 ON HIRING BASIS**' from Indian bidders.

2. General information about the tender is as follows:-

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|-----|---|---|---|
| (a) | Bids/queries to be addressed to | : | JS(E/CAO)
Ministry of Defence
E-Block, Dara Shikoh Road
New Delhi-110011 |
| (b) | Postal Address for sending the Bids | : | Dy Director/MM-II
O/o JS(E/CAO)
Room No.55, E-Block
Dara Shikoh Road
New Delhi – 110011 |
| (c) | Name/designation of contact personnel | : | Shri P S Sisodiya
Dy Director/MM-II |
| (d) | Telephone No. | : | 011- 2301 4698 |
| (e) | Fax Number | : | 011- 2301 4693 |
| (f) | Last Date and Time for receipt of tenders | : | 27 Mar 2017 at 1500 Hrs |
| (g) | Date and Time of opening of tenders | : | 27 Mar 2017 at 1530 Hrs |

3. This RFP is divided into five Parts as follows:-
- (a) **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.
 - (b) **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.
 - (c) **Part III** – Contains **Standard Conditions of RFP**, which will form part of the Contract with the successful Bidder.
 - (d) **Part IV** – Contains **Special Conditions applicable to this RFP** and which will also form part of the Contract with the successful Bidder.
 - (e) **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.

Sd/---
(Pankaj Singh Sisodiya)
Dy Dir/MM-II
for JS(E/CAO)

PART I- GENERAL INFORMATION

1. **Last date and time for depositing the Bids: 27 Mar 2017 upto 1500 Hrs**
The sealed Bids (both Technical and Commercial) should be deposited/reach by the due date and time. The responsibility to ensure this lies with the Bidder.
2. **Manner of depositing the Bids:** Sealed Bids should be either dropped in the Tender Box marked as '**SUPPLY, INSTALLATION AND MAINTENANCE OF DESERT COOLERS IN O/o JS(E/CAO) AND ISO's OF MINISTRY OF DEFENCE LOCATED IN DELHI/NEW DELHI FOR SUMMER SEASON-2017 ON HIRING BASIS**' or sent by registered post at the address given above so as to reach by the due date and time. Late tenders will not be considered. No responsibility will be taken for postal delay or non-delivery/non-receipt of Bid documents. Bids sent by FAX or e-mail will not be considered.
3. **Time and date for opening of Bids: 27 Mar 2017 at 1530 Hrs** (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. **Location of the Tender Box:** Reception Office, O/o JS(E/CAO), E-Block, Dara Shikoh Road, New Delhi-110011. Only those Bids that are found in the tender box will be opened. Bids dropped in the wrong Tender Box will be rendered invalid.
5. **Place of opening of the Bids:** Room No. 158, Conference Hall, O/o JS(E/CAO), 'E' Block, Dara Shikoh Road, New Delhi-110011. 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 of all the Bidders. This event will not be postponed due to non-presence of your representative.
6. **Two-Bid system:** In case of the Two-bid system, only the Technical Bid would be opened on the time and date mentioned above. Date of opening of the Commercial Bid will be intimated after acceptance of the Technical Bids. Commercial Bids of only those firms will be opened, whose Technical Bids are found compliant/suitable after Technical evaluation is done by the Buyer.
7. **Forwarding of Bids:** Bids should be forwarded by 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.
8. **Clarification regarding contents of the RFP:** A prospective bidder who requires clarification regarding the contents of the bidding documents shall notify to the Buyer in writing about the clarifications sought not later than 14 (fourteen) days prior to the date of opening of the Bids. Copies of the query and clarification by the purchaser will be sent to all prospective bidders who have received the bidding documents.
9. **Modification and Withdrawal of Bids:** A bidder may modify or withdraw his bid after submission provided that the written notice of modification or withdrawal is received by the Buyer prior to deadline prescribed for submission of bids. A withdrawal notice may be sent by fax but it should be followed by a signed

confirmation copy to be sent by post and such signed confirmation should reach the purchaser not later than the deadline submission of bids. No bid shall be modified after the deadline for submission of bids. No bid may be withdrawn in the interval between the deadline for submission of bids and expiration of the period of bid validity specified. Withdrawal of a bid during this period will result in Bidder's forfeiture of bid security.

10. **Clarification regarding contents of the Bids:** During evaluation and comparison of bids, the Buyer may, at its discretion, ask the bidder for clarification of his bid. The request for clarification will be given in writing and no change in prices or substance of the bid will be sought, offered or permitted. No post-bid clarification on the initiative of the bidder will be entertained.
11. **Rejection of Bids:** Canvassing by the Bidder in any form, unsolicited letter and post-tender correction may invoke summary rejection with forfeiture of EMD. Conditional tenders will be rejected.
12. **Unwillingness to quote:** Bidders unwilling to quote should ensure that intimation to this effect reaches before the due date and time of opening of the Bid, failing which the defaulting Bidder may be delisted for the given range of items as mentioned in this RFP.
13. **Validity of Bids:** The Bids should remain valid till **04 Months** from the last date of submission of the Bids.
14. **Earnest Money Deposit:** Bidders are required to submit Earnest Money Deposit (EMD) for amount of **Rs. 2,00,000/- (Rupees Two Lakh 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-13 (Available in MoD website and can be provided on request). EMD is to remain valid for a period of forty-five days 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 Bid Security 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, impairs or derogates from the tender in any respect within the validity period of their tender.

PART II – ESSENTIAL DETAILS OF ITEMS/SERVICES REQUIRED

A. Schedule of Requirements – List of items/services required is as follow:-

1. SCOPE OF HIRING OF DESERT COOLERS REQUIRED TO BE PROVIDED BY THE CONTRACTOR.

(a) The total number of Desert Coolers required during the Summer Season-2017 is approximately 3000 numbers which may increase or decrease as per requirement. Exact No. of Coolers to be installed in each building will be intimated at the time of issue of Job Order. The Contractor shall be required to supply 'Brand New' OR 'As Good as New' category desert coolers. A certificate to this effect may be given in the Technical Bid. In case of extension of the contract beyond 2017, the Contractor shall be required to replace at least 20% of the old desert coolers installed by him in previous year with new desert coolers during the Summer Season of 2018 & 2019. The new Desert Coolers supplied by any contractor in a particular year will be considered old desert coolers during subsequent years. If any contractor is willing to supply Desert Coolers only in some particular area, his offer may not be entertained. This office reserves the right to allocate any office to a contractor to place the Desert Coolers in the offices of the Ministry of Defence located anywhere in Delhi/New Delhi/Delhi Cantt.

(b) The Tenderers are advised to tender on the explicit understanding that they shall not be entitled to retract from their offer or modify the terms and conditions given in succeeding paras.

(c) The Contractor shall be responsible for filling of water in all Desert Coolers at least twice a day during the period of Contract. The Contractor shall have to make his own arrangement for filling of water in the desert coolers by installing pumps for drawing the water, for which electricity will be supplied free of cost, or by bringing water in tankers or by any other means. In no case, drinking water in office location will be allowed to be used for filling the desert cooler. Whenever, the Contractor is authorized by the JS(E/CAO) to use water supplied in the building, the Contractor shall have to pay water charges at the rate prescribed by the Government.

(d) Tender bids (Technical and Commercial bids) should be signed by a person who is legally competent to do so. Person signing the Tender form or any documents forming part of the Contract on behalf of the firm shall be deemed to have the authority to do so. If on enquiry it transpires that the person signing the documents had no authority to do so, Government may without prejudice to other civil and criminal remedies, cancel the Contract and hold the signatory liable for such costs and damages as considered necessary by the Government.

(e) The successful Tenderer shall execute with the Government an Agreement in the form annexed as **Appendix-A** within 10 working days from the date of receipt of the Letter of Acceptance of Tender failing which the Contract may be terminated and the Government shall be at liberty to make other arrangements at the risk and expense of the Tenderer.

(f) After the award of the Contract, if the Contractor provides or offers to provide the coolers of same specification/description (without any substantial variation) at a reduced price at any subsequent period to any other Govt. Deptt/PSU, during the

currency of the contract, the contract price will accordingly be reduced on or after such date from which the reduced prices come into effect.

2. TECHNICAL SPECIFICATIONS

(a) DETAILS OF DESERT COOLER

- (i) **BODY OF THE DESERT COOLER** - The body of the desert coolers should be made out of galvanized steel sheet with grade 350 minimum. The sump tank should be made from galvanized sheet of thickness not less than 1.0 mm and the rest of the cooler body including filter panel and top can be of thickness 0.8 mm or more of galvanized steel sheet. The desert coolers should be fitted with a plastic/steel adjustable grill with separate on/off switch for exhaust fan and water pump, and three stage speed regulator in case a cooler fan is used. Body of desert coolers shall also be fitted with a drain plug in such a way so as to be able to completely drain the water from tank.
- (ii) **FAN/EXHAUST FAN** - 18" Cooler Fan/exhaust fan conforming to ISI specification shall be provided with all Desert Coolers.
- (iii) **PUMP SET** - Each Desert Cooler shall be provided with a pump set.
- (iv) **WIRES & PLUGS** - 15 amp three pin plug and three core wire of ISI specification will be used in all the desert coolers.
- (v) **FILTER PAD** - Filter pads shall be fixed over the panel and secured by clamping guards. The wire guard shall be fixed in the clamps to avoid any sagging. New wood wool filter pads will be fitted in each desert cooler in each season.
- (vi) **STAND** - A suitable wooden stand of approved pattern will be provided with each Desert Cooler as per the requirement at the place decided by each user office.

(b) SPECIFICATIONS OF INSTALLATION AND COMMISSIONING

- (i) The Desert Cooler shall be installed in a systematic manner keeping in view the grandeur of the building and rooms in which these are to be installed and plywood of proper size and shape shall be used. Patchwork with small pieces of plywood shall not be accepted.
- (ii) Installation includes provisioning of necessary ducting and boarding up of windows, doors etc.
- (iii) The Desert Coolers to be installed by the contractors under the category "As good as New", shall preferably be not more than two Years old. Coolers will be got painted every year afresh to give a fresh look. Further, all the Desert Coolers installed by the Contractor in a building will be painted in the same colour.
- (iv) All Desert Coolers may be inspected by JS (E/CAO) or the representatives appointed by him before these are installed at the specified place in various offices.

(v) All Desert Coolers will be installed as per the supply order placed by the Office of the JS(E/CAO).

(c) SPECIFICATION OF WATERING

The Contractor shall be responsible for filling water in all Desert Coolers at least twice a day during the period of Contract. The Contractor shall have to make his own arrangement for filling water in the desert coolers by installing pumps for drawing the water, for which electricity will be supplied free of cost, or by bringing water in tankers or by any other means. In no case, drinking water in office location will be allowed to be used for filling the desert cooler. Whenever, the Contractor is authorized by the JS(E/CAO) to use water supplied in the building, the Contractor shall have to pay water charges at the rate prescribed by the Government.

(d) PREVENTION OF MOSQUITO BORNE DISEASES

In order to prevent occurrence of mosquito borne diseases like Malaria, Filaria and Dengue etc. Contractor shall strictly adhere to the following:

(i) All Desert Coolers tank must be emptied, cleaned and dried thoroughly once in a week. Where it is not possible to empty and dry the cooler once a week, a table spoon of Kerosene oil will be added in the water tank.

(ii) It must be ensured that there is no leakage of water from the Desert Coolers, pipelines etc., which could result in dripping or collection of water.

(iii) The Contractors shall add 5 ml ABATE solution i.e. $\frac{1}{2}$ half teaspoon to all the Desert Coolers once a week. A register shall be maintained for this purpose by the Contractor and got signed by the user office every week.

(e) ATTENDANCE TO COMPLAINT

The Contractor will properly maintain the Desert Coolers during the period of Contract to the entire satisfaction of the user. Any complaint by the user must be attended to and rectified within 04 hours. In case the same is not rectified, it will be considered that the Desert Coolers did not function during that day(s) till made fully functional and necessary deduction will be made from the bill as per the Contract.

(B) **Bid Form**

TECHNICAL BID FORM

1	Tender to be addressed to	The President of India
2	Tender to be submitted to	JS(E/CAO), Ministry of Defence, E-Block, Dara Shikoh Road, New Delhi-110011
3	Closing date and time for receipt of Tenders.	<u>27 Mar 2017 upto 1500 Hrs</u>
4	Date, time & place of opening of Tender	<u>27 Mar 2017 at 1530 hrs</u> in Conference Hall, O/o JS (E/CAO), Ministry of Defence, E-Block Hutments, Dara Shikoh Road, New Delhi-110011
5	Authenticated copy of Registration Certificate of Company/Firm	Attached / Not attached
6	Annual Financial Turnover for last 03 FY	Attached / Not attached
7	Experience Certificate	Attached / Not attached
8	Bank Solvency Certificate (issued not earlier than 01 Jan 2017)	Attached / Not attached
9	Authenticated copy of PAN	Attached / Not attached
10	Earnest Money Deposit	Rs. 2,00,000/- (Rupees Two Lakh only) DD/Banker's Cheque No. _____ Dated _____ Issuing Bank _____
11	Conditions of contract contained in the RFP	ACCEPTED
12	Tender Bid valid for acceptance up to 04 months from the date of opening of the commercial bid.	Accepted / Not Accepted
13	Compliance Statement as per para 4 of Part – II	Enclosed/ Not Enclosed.

Stamp of the Firm

Signature of Bidder _____
Name in Block letters _____
Capacity in which signed _____
Date _____

3. **Eligibility Criteria:** Firms fulfilling the following criteria will be eligible to submit the Tenders :-

- (a) The Firm should be registered with Registrar of Companies.
- (b) The firms quoting for the Tender should have at least three years experience in undertaking such type of jobs in Govt offices/Pvt Offices. They must submit at least three years satisfactory performance certificates from the Govt offices/Pvt Offices where they have rendered such work. The total turn-over of the firm in the said job of providing desert coolers on hiring basis should not be less than Rs.10 Lakhs each for the last 03 years.
- (c) The Firm should submit Bank Solvency Certificate issued not earlier than 01 Jan 2017, duly signed by the bank authority clearly stating that the account of the company is not under attachment from any Govt Body/Statutory Authority or Court etc.
- (d) The Firm should possess PAN (authenticated copy to be attached).
- (e) The Firm is required to submit Earnest Money Deposit (EMD) for amount of Rs. 2,00,000/- (Rupees Two Lakh only).

4. **Technical Bids** –Bidders are required to furnish clause by clause compliance of specifications in their Technical Bid bringing out clearly the deviations from specification, if any. The Bidders are advised to submit the compliance statement in the following format along with Technical Bid :-

Para of RFP specifications	Specification of item offered	Compliance to RFP specification- whether Yes/No	In case of non-compliance, deviation from RFP to be specified in unambiguous terms

5. **Time Frame for completion of the contract** – The contract is required to be executed by the successful bidder for the Summer Season-2017 i.e. from 15 Apr 2017 to 15 Sep 2017.

6. **Consignee Details.** O/o JS(E/CAO), Ministry of Defence, New Delhi -110011.

PART III- STANDARD CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of the Standard Conditions of the Request for Proposal mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of the Bid submitted by the Bidder.

1. **Law**: The Contract shall be considered and made in accordance with the law of the Republic 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(for indigenous trade) / DPM-8 (for foreign supplies)/ DPM-9 (for PSUs) (Available in MoD website).

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 disfavour 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 offers 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 offer/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 manufacturer of the stores/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 be 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. **Liquidated Damages**: In the event of the Seller's failure to submit the Bonds, Guarantees and Documents, supply the stores/goods and conduct trials, installation of equipment, training, etc as specified in this Contract, the Buyer may, at his discretion, withhold any payment until the completion of the Contract. The BUYER may also deduct from the SELLER as agreed liquidated damages to the sum of 0.5% of the Contract price of the delayed/undelivered stores/services mentioned above for every week of delay or part of a week, subject to the maximum value of the Liquidated Damages being not higher than 10% of the value of delayed stores.

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 delivery of the material is delayed for causes not attributable to Force Majeure for more than (02 months) after the scheduled date of delivery.

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

(c) The delivery of material is delayed due to causes of Force Majeure by more than (04 months).

(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 English language and may be delivered personally or may be sent by FAX or registered pre-paid mail/airmail, 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**

(i) **General**

1. Bidders must indicate separately the relevant Taxes/Duties likely to be paid in connection with delivery of completed goods specified in RFP. In absence of this, the total cost quoted by them in their bids will be taken into account in the ranking of bids.

2. If a Bidder is exempted from payment of any duty/tax upto any value of supplies from them, he should clearly state that no such duty/tax will be charged by them up to the limit of exemption which they may have. If any concession is available in regard to rate/quantum of any duty/tax, it should be brought out clearly. In such cases, relevant certificate will be issued by the Buyer later to enable the Seller to obtain exemptions from taxation authorities.

3. Any changes in levies, taxes and duties levied by Central/State/Local government such as excise duty, VAT, Service Tax, Octroi/entry tax, etc. on final product upward as a result of any statutory variation taking place within contract period shall be allowed reimbursement by the Buyer, to the extent of actual quantum of such duty/tax paid by the Seller. Similarly, in case of downward revision in any such 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 reliefs, exemptions, rebates, concession etc, if any, obtained by the Seller. Section 64-A of Sales of Goods Act will be relevant in this situation.

4. Levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product will be paid by the Buyer on actuals, based on relevant documentary evidence. Taxes and duties on input items will not be paid by Buyer and they may not be indicted separately in the

bids. Bidders are required to include the same in the pricing of their product.

(ii) **Sales Tax / VAT**

1. If it is desired by the Bidder to ask for Sales tax / VAT to be paid as extra, the same must be specifically stated. In the absence of any such stipulation in the bid, it will be presumed that the prices quoted by the Bidder are inclusive of sales tax and no liability of sales tax will be developed upon the Buyer.

2. On the Bids quoting sales tax extra, the rate and the nature of Sales Tax applicable at the time of supply should be shown separately. Sales tax will be paid to the Seller at the rate at which it is liable to be assessed or has actually been assessed provided the transaction of sale is legally liable to sales tax and the same is payable as per the terms of the Contract.

(v) **Octroi Duty & Local Taxes**

1. Normally, materials to be supplied to Government Departments against Government Contracts are exempted from levy of town duty, Octroi Duty, Terminal Tax and other levies of local bodies. The local Town/Municipal Body regulations at times, however, provide for such Exemption only on production of such exemption certificate from any authorised officer. Seller should ensure that stores ordered against Contracts placed by this office are exempted from levy of Town Duty/Octroi Duty, Terminal Tax or other local taxes and duties. Wherever required, they should obtain the exemption certificate from the Buyer, to avoid payment of such local taxes or duties.

2. In case where the Municipality or other local body insists upon payment of these duties or taxes the same should be paid by the Seller to avoid delay in supplies and possible demurrage charges. The receipt obtained for such payment should be forwarded to the Buyer without delay together with a copy of the relevant act or by-laws/notifications of the Municipality of the local body concerned to enable him to take up the question of refund with the concerned bodies if admissible under the said acts or rules.

PART IV- SPECIAL CONDITIONS OF RFP

The Bidder is required to give confirmation of their acceptance of Special Conditions of the RFP mentioned below which will automatically be considered as part of the Contract concluded with the successful Bidder (i.e. Seller in the Contract) as selected by the Buyer. Failure to do so may result in rejection of Bid submitted by the Bidder.

1. **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 signing of this Contract. Performance Bank Guarantee should be valid up to 60 days beyond the date of expiry of contract. The specimen of PBG is given in Form DPM-15 (Available in MoD website).

2. **Option Clause**: The contract will have an Option Clause, wherein the Buyer can exercise an option to procure an additional 50% of the original contracted quantity in accordance with the same terms & conditions of the present contract. This will be applicable within the currency of contract. The Bidder is to confirm the acceptance of the same for inclusion in the contract. It will be entirely the discretion of the Buyer to exercise this option or not.

3. **Payment Terms**: It will be mandatory for the Bidders to indicate their bank account numbers and other relevant e-payment details so that payments could be made through ECS/NEFT/RTGS mechanism instead of payment through cheques, wherever feasible.

3(a). **Stage Wise Payment** : The payment will be made in 3 Stages as detailed below :-

No amount shall be paid in advance for any supplies, installation, operation, watering, maintenance, shifting and removal etc. The first installment of 25% payment for the Desert Coolers installed, accepted and running satisfactorily will fall due after one and half months of the satisfactory installation of Desert Coolers. The second installment of 25% will become due after three months from the date of satisfactory installation, running and acceptance of the Desert Coolers. The balance amount will be paid to the Contractor after completion of the season and compliance of all the terms and conditions of the contract.

4. **Advance Payments**: No advance payment(s) will be made.

5. **Paying Authority**:

Indigenous Sellers: (Name and address, contact details). The payment of bills will be made on submission of the following documents by the Seller to the Paying Authority along with the bill:

- i. Ink-signed copy of contingent bill / Seller's bill.
- ii. Ink signed copy of commercial invoice/Seller's bill.
- iii. Copy of Contract.
- iv. Claim for statutory and other levies to be supported with requisite documents / proof of payment such as Excise duty challan, Customs duty clearance certificate, Octroi receipt, proof of payment for EPF/ESIC contribution with nominal roll of beneficiaries, etc. as applicable.
- v. Guarantee / Warranty certificate.
- vi. Performance Bank guarantee /Indemnity bond where applicable.

- vii. Details for electronic payment viz Account holder's name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in Contract/Contract).
- viii. Any other document / certificate that may be provided for in the Contract.

6. **Force Majeure:** Should any Force Majeure circumstances arise, each of the Contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its Contractual obligations, if the affected party within(30 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, Natural disaster or other acts, that are unanticipated or unforeseeable, and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for and, which has caused the non-performance or delay in performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this Contract. Format of this clause will be as per Form DPM-6(Available in MoD website).

7. **Specification:** The Seller guarantees to meet the specifications as per Part-II of RFP and to incorporate the modifications to the existing design configuration to meet the specific requirement of the Buyer Services as per modifications/requirements recommended.

8. **Quality:** The quality of the desert coolers installed according to the Contract shall correspond to the technical conditions as per RFP and shall also include therein modification to the stores suggested by the Buyer. Such modifications will be mutually agreed to.

9. **Inspection Authority:** The inspection will be carried out by duly constituted Inspection Committee. The mode of inspection will be Departmental.

10. **Franking clause:** The following Franking clause will form part of the contract placed on successful Bidder :-

a. **In the case of Acceptance of Goods.** "The fact that the goods have been inspected after the delivery period and passed by the inspecting Officer will not have the effect of keeping the Contract alive. The goods are being passed without prejudice to the rights of the Buyer under the terms and conditions of the Contract".

b. **In the case of Rejection of Goods.** "The fact that the goods have been inspected after the delivery period and rejected by the inspecting Officer will not bind the Buyer in any manner. The goods are being rejected without prejudice to the rights of the Buyer under the terms and conditions of the Contract."

PART V- EVALUATION CRITERIA & PRICE BID ISSUE

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, both technically and commercially.

(b) In respect of Two-Bid system, the technical Bids forwarded by the Bidders will be evaluated by the Buyer with reference to the technical characteristics of the equipment as mentioned in the RFP. The compliance of Technical Bids would be determined on the basis of the parameters specified in the RFP. The Price Bids of only those Bidders will be opened whose Technical Bids would clear the technical evaluation.

(c) The Lowest Bid will be decided upon the lowest price quoted by the particular Bidder as per the Price Format given at Para 2 below. The consideration of taxes and duties in evaluation process will be as follows:-

(i) In cases where only Indian Bidders are competing, L-1 bidder will be determined by excluding levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product, as quoted by bidders.

(d) 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.

(e) The Lowest Acceptable Bid will be considered further for placement of Contract after complete clarification and price negotiations as decided by the Buyer.

(f) In case the Lowest Bidder cannot supply the full quantity of Desert Coolers required, then next Lowest Bidder will be given the offer for supplying the balance number of Desert Coolers at L-1 price. This principle/procedure will be followed till full quantity is met.

2. **Price Bid Format** : The Price Bid Format is given below and Bidders are required to fill this up correctly with full details :-

Ser No.	Description of items	Rates Per Unit for hiring of 'Brand New' Desert Coolers	Quantity Offered	Amount for hiring of 'Brand New' Desert Coolers	Rates Per Unit for hiring of 'As Good As New' Desert Coolers	Quantity Offered	Amount for hiring of 'As Good As New' Desert Coolers	Total Amount
(a)	(b)	(c)	(d)	(e) = (c) x (d)	(f)	(g)	(h) = (f) x (g)	(j) = (e) + (h)
1	Supply, installation and maintenance of 3000 Nos. of Desert Coolers on hiring basis as per Specifications given in Appendix 'A' to the RFP for Summer Season-2017 i.e. 15 Apr 2017 to 15 Sep 2017							

Note – All amounts should be in INR.

(Rupees in Words.....)

Note : Determination of L-1 will be done based on total of basic prices (not including levies, taxes and duties levied by Central/State/Local governments such as excise duty, VAT, Service tax, Octroi/entry tax, etc. on final product) of all items/requirements as mentioned above.

3. Additional information in Price Bid on Taxes and Duties (not in scope of L-1 determination) :-

(a)	Is Excise Duty extra ?	
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(b)	If Yes, mention the following :-	
	(i) Total value of items on which Excise Duty is leviable	
	(ii) Rate of Excise duty (item-wise if different ED is applicable)	
	(iii) Surcharge on Excise duty, if applicable?	
	(iv) Total value of excise duty payable	
(c)	Is Excise Duty Exemption (EDE) required	
(d)	If yes, then mention and enclose the following:-	
	(i) Excise notification number under which EDE can be given	
(e)	Is VAT extra?	
(f)	If yes, then mention the following :-	
	(i) Total value on which VAT is leviable	
	(ii) Rate of VAT	
	(iii) Total value of VAT leviable	
(g)	Is Service Tax extra?	
(h)	If yes, then mention the following :	
	(i) Total value of Services on which Service Tax is leviable	
	(ii) Rate of Service Tax leviable	
	(iii) Total value of Service Tax leviable	
(j)	Is Custom Duty Exemption (CDE) required	
(k)	If yes, then mention the following :	
	(i) Custom notification number under which CDE can be given (enclose a copy)	
	(ii) CIF value of stores to be imported	
	(iii) Rate of Customs Duty payable	
	(iv) Total amount of Customs Duty payable	
(l)	Octroi/Entry taxes	
(m)	Any other Taxes / Duties / Overheads / Other costs	

Signature of tenderer _____

Name in Block letter _____

Date _____
Capacity in which Signed _____

AGREEMENT

This Agreement made this _____ day of _____ 2017 between the President of India represented by the Deputy Chief Administrative Officer, Ministry of Defence, Government of India, hereinafter referred to as the Government (which expression shall include his permitted assignee) on the one part and Shri/Smt _____ of M/s. _____ hereinafter referred to as the Contractor (which expression shall unless excluded by or repugnant to the context be deemed to include his heirs, executors, administrators and legal representatives) on the other part.

WHEREAS the Government has called for Tenders for the hiring of Desert Coolers vide Tender No. _____ and letter No. _____ dated _____ and the Contractor has submitted a Tender Bid _____ dated _____ which has been accepted by the Government vide letter No. _____ dated _____ where under the contractor is required to submit Performance Guarantee of 10% of total tender value as per Para 1, Part-IV of the Tender Document and execute the Agreement in terms of Para 1(e), Part-II of the Tender Document.

NOW IT IS HEREBY MUTUALLY AGREED AND DECLARED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

1. All the rates, terms and conditions of this agreement will be applicable for the Summer Season-2017(i.e. from 15 Apr 2017 to 15 Sep 2017). The period of Contract will be initially for the Summer Season-2017which may be extended for 2 more Summer Seasons of the following years, on yearly basis and subject to satisfactory performance as confirmed by user offices. In case of extension granted by the Govt, the same rates, terms and conditions of this Agreement will also be applicable during the extended period.
2. The Desert Coolers shall be supplied, installed, operated, watered and maintained according to the specifications as mentioned in the tender document.
3. The Contractor shall be paid hiring charges at the following rates for the type of Desert Coolers as shown against each for the period from 15 Apr 2017 to 15 Sep 2017 (including extended period, if any).

DESERT COOLERS FITTED WITH 18” COOLER/EXHAUST FAN

Brand New Rs. /-
(Rupees _____)

As Good as New Rs. /-
(Rupees _____)

4. No amount shall be paid in advance for any supplies, installation, operation, watering, maintenance, shifting and removal etc. The first installment of 25% payment for
20

the Desert Coolers installed, accepted and running satisfactorily will fall due after one and half months of the satisfactory installation of Desert Coolers. The second installment of 25% will become due after three months from the date of satisfactory installation, running and acceptance of the Desert Coolers. The balance amount will be paid to the Contractor after completion of the season and compliance of all the terms and conditions of this agreement. The following procedure will be adopted for making the final payment of 50% balance:-

“The contractor shall produce installation/performance certificates (on prescribed Performa) duly signed and stamped by a Gazetted Officer of the user organization, on or after the due date. The payment shall be released after scrutiny of the installation/performance reports by the JS(E/CAO) and pre-audited by PCDA (HQ), ‘G’ Block Hutments. For the release of the final payment, the contractor shall furnish the certificate of vacation of site issued by EW Div of the Office of the JS(E/CAO), payment of dues for the electricity connection given at their site office (for testing/maintenance of the desert coolers), production of certificate from CPWD/MES authorities as stipulated in Para 16 of this Agreement regarding re-fixation of fixtures and fittings, doors, windows and windows panes, wire mesh etc removed earlier for installation of the desert coolers and return all temporary passes issued by the Security Office for their employees to enable them to work in the Defence HQrs Security Zone”.

5. Desert Coolers, which the contractor proposes to supply and install, shall be produced for inspection and approval by the JS(E/CAO) or any officer on his behalf. The bulk supply and installation shall commence only on receipt of approval of the sample. All supplies made thereafter shall be strictly in accordance with the samples approved by the Government. The supply and installation of Desert Coolers shall be completed as stipulated in Para 6 & 7 below.

6. The contractor shall install the Desert Coolers and make these fully functional latest by 15 April or any other date stipulated by the JS(E/CAO) each year i.e. year 2017 and also years of extension, if any, at the sites allotted by the JS(E/CAO). In case the Contractor is not in a position to adhere to this date for the reasons beyond his control, he should make an application at least 10 days before the commencement date as stipulated and the Government may grant extension up to a date which it may consider reasonable, with or without liquidated damages to be decided by the JS(E/CAO) whose decision shall be final in this regard. No extension shall, however, be allowed after that date. Charges for the Desert coolers installed after 15 Apr each year shall be reduced proportionately from the Contractor’s bill, in addition to penal recovery as stipulated in Para 7 below.

7. The JS(E/CAO) shall be at liberty to increase or decrease the estimated number of Desert Coolers mentioned in the tender. The JS(E/CAO) reserves the right to discontinue the use of Desert Coolers prior to the completion of the period specified in this Agreement or to extend the use of Desert Coolers beyond said period. In the event of discontinuance/extension of use of Desert Coolers for a period, which cannot be counted in full months, the charges shall be payable on pro-rata basis counting actual working days in a month vis-à-vis the rate approved. In case, the JS(E/CAO) places subsequent orders for installation of additional Desert Coolers, the Contractor shall install them within a maximum period of seven days from the date of supply order. In case the Contractor is unable to install the Desert Coolers by the stipulated date, a penal recovery of Rs.15/- per cooler per day shall be effected from the Contractor’s bill. The JS(E/CAO) however, reserves his right to terminate the Contract and have the Desert Coolers installed from other sources at the risk and cost of the Contractor, if the Contractor fails to install the Desert Coolers by the stipulated date of installation of Desert Cooler.

8. The Contractor shall be responsible for filling water, checking and/or changing the water in tanks of Desert Coolers twice every day and the rates quoted shall be inclusive of such services. Use of water supplied by the Municipal authorities may not be allowed for filling in the Desert Coolers. The Contractor shall have to make his own arrangement for watering the Desert Coolers by installing pumps for drawing the water, for which electricity will be supplied free of cost, or by bringing water in tankers or by any other means. The electricity for this purpose shall be drawn from the authorized points only. Whenever, the Contractor is authorized by the JS(E/CAO) to use water supplied in the building, the Contractor shall have to pay water charges at the rate prescribed by the Government. The Contractor also agrees to pro-rata recovery for non-performance of the Desert Coolers due to shortage of water or for any reasons whatsoever. Any violation in this respect shall entitle the Government to terminate the Contract as may be decided by the JS(E/CAO) whose verdict shall be final.

9. It shall be the responsibility of the Contractor to ensure that all the Desert coolers supplied by him are at all times in perfect running condition and are properly functioning during the period of the Contract. To ensure this and to attend to any complaints of breakdown etc., he shall immediately detail a mechanic for inspection and rectification of the defects found or reported by the users within 4 hours of receipt of the complaint.

10. The installed Desert Coolers shall be inspected by duly authorized representative(s) of the JS(E/CAO) hereinafter known as the "The Inspector". The Inspector shall have full power to inspect the Desert Coolers to his entire satisfaction or to reject any Desert Cooler not found in accordance with the specification or as per the approved sample and his decision in this regard shall be final and binding on the Contractor. The Contractor shall comply with the instructions given by the Inspector or any other officers deputed by the Government for the purpose. Any Desert Cooler found to be giving un-satisfactory service and/or found defective after inspection or during the use subsequently shall be replaced within 01 working day or repaired at site by the Contractor free of cost within 4 hours on receipt of such intimation by him or by his representative(s). A penal recovery @ Rs.50/- per cooler per day shall be effected from the date of complaint till the date on which the complaint/defect is rectified by the Contractor and this recovery will be made from the Contractor's bill if any complaint regarding non-functioning/malfunctioning of Desert Cooler is not rectified within 4 hours of the complaint made by the user or the Inspector due to any or all of the following reasons:-

- (a) Non – filling of water
- (b) Defective pumps resulting in non-circulation of water
- (c) Defective fans
- (d) Leakage in water tank
- (e) The desert cooler making intolerable noise
- (f) Low RPM of fan/ Low air flow capacity
- (g) Any other reason specified by the user office or the "Inspector".

11. However, the JS(E/CAO) reserves the right to have any such non-functioning/malfunctioning Desert Cooler, as described in Para 10 above, get repaired or replaced under his own arrangements and recover the cost thereof from the Contractor. Notwithstanding this, if the performance of a Contractor is not found to be satisfactory, the Government shall have the right to terminate the Contract, and have the Desert Cooler(s) installed from other source(s) at the risk and the cost of the Contractor without prejudice to any other rights available under the terms of the Contract or under law.

12. After the award of the Contract, if the Contractor provides or offers to provide the coolers of same specification/description (without any substantial variation) at reduced price at any subsequent period to any other Govt. Deptt or PSU, during the currency of the Contract, the Contract price will accordingly be reduced on or after such date from which the reduced prices come into effect.

13. Any sum of money due and payable by the Contractor under this Contract may be deducted by the Government or any person or person contracting on behalf of the Government and set off against any amount due to the Government or such other persons for the payment of sum of money arising out of or under this or any other contract made by the Contractor with the Government or such other person or persons.

14. JS(E/CAO) may allot open space/covered accommodation, as decided on ad-hoc basis free of cost or at specified charges as rent to the Contractors for setting up of workshop for repair and maintenance of Desert Cooler during the Summer Season i.e. 15 April to 15 Sep for the period of Contract specified in the Agreement. It will be responsibility of the Contractor to apply for allotment of open space/accommodation for workshop. Any space/ accommodation occupied without approval of the competent authority will be treated as unauthorized occupation for which Contractor shall be liable to pay panel damages and rent as decided by the Government. The open space/ accommodation allotted shall be used for operating the workshop and not for storage of Desert coolers etc. The Contractor shall not occupy area/ accommodation in excess of the area/accommodation allotted by the JS(E/CAO). In case, he is found to be in occupation of excess area/accommodation during inspection carried by this office, he will be liable to pay damages as decided by the Government on the excess area occupied from the date of allotment till vacation of the excess area/accommodation unauthorizedly occupied by the Contractor. It will be the responsibility of the Contractor, to obtain temporary electric connection for this site from the CPWD on payment of electricity charges as prescribed by the Govt/CPWD. The Contractor will vacate the site so allotted on expiry of the above period or termination of summer season every year whichever is earlier, failing which the Contractor will be treated as unauthorized occupant and action to get the possession of allotted space and recovery of damages for the unauthorized period will be taken as decided by the JS(E/CAO) or under the Public Premises (Eviction of Unauthorized Occupant) Act, 1971. The Contractor shall be liable to pay damages @ **Rs. 100/- per square feet** per month or as decided by the competent authority of the area/accommodation unauthorizedly occupied by him during the Desert cooler season or after expiry of the period indicated above. The final payment will be made to the Contractor only after the JS(E/CAO) is satisfied that the Contractor has vacated the above site and has cleared the electricity charges for the temporary connection for the said workshop and all other dues to Govt as specified in this Agreement.

15. In order to prevent occurrence of mosquito borne diseases like Malaria, Filaria, Dengue Fever etc., the Contractor(s) shall strictly adhere to the following as per rules/regulations/guidelines/circulars of NDMC/MCD:-

(a) All Desert Cooler tanks must be emptied cleaned and dried thoroughly once in a week. Where it is not possible to empty and dry the cooler once a week, a table spoon of Kerosene oil will be added in the water tank.

(b) It must be ensured that there is no leakage of water from the Desert Coolers pipelines etc., which could result in dripping/ collection of water.

(c) The Contractor shall add 5 ml ABATE solution i.e. half teaspoon to all the desert coolers once in a week.

(d) If at any time, during the currency of the Contract, mosquitoes (or their larval) are found breeding in the cooler tanks, any fine/penalty imposed by the NDMC/MCD Sanitary/Health Deptts will be liable to be borne by the Contractor and no liability will be accepted/borne by the Government.

16. The Contractor shall ensure that fixtures, fittings, windows, window panes, wire mesh, etc. required to be removed for installation of Desert Coolers are removed with the prior approval of CPWD/MES authorities concerned and, after their re-installation a certificate to this effect is obtained by the Contractor from the CPWD/MES and furnished to the JS(E/CAO) along with the final bill. The contractor shall be responsible to pay for any loss/damages caused to Govt. property during installation/dismantling of the coolers. The delay in removal of coolers after the stipulated contract period will attract a damage of Rs.15/- per cooler per day to be deducted from Contractor's bill with effect from the date following the date of expiry of the stipulated period of one month allowed for removal of the Desert Coolers as specified above in the Agreement.

17. The Contractor shall not under any circumstances offer or give or agree to give to any person in Government service any gift or consideration of any kind and any inducement for reward for doing or forbearing to do or for having done or forborne to do any act in relation to the obtaining or execution of this or any other Contract or for showing or forbearing to show favour or disfavour to any person in relation to this or any other Contract. Any breach of this condition by the Contractor or by any one employed by him or acting on his behalf whether with or without his knowledge shall entitle the Government to discontinue the use of Desert Coolers, forfeiture of Security Deposit, to terminate the Contract forthwith and to deduct from the Contractor's bill the amount of any loss or damage resulting from the cancellation thereof due to the Government without prejudice to any other rights available under the terms of the Contract or under law.

18. Notwithstanding anything contained herein, the Government has the right at any time to terminate this Agreement, either wholly or in part, by giving 10 days notice in writing to the Contractor, by registered mail. The Government shall have no further liability to make any payment in terms of this Agreement and all the obligations under this Agreement shall cease after the expiry of the said period of Notice. Provided that no Notice is required to be given except a Letter of Termination in case the Contractor fails to comply with the terms and conditions of this Agreement, as specified in this Contract.

19. In the event of any dispute or difference between the parties hereto, such dispute or difference shall be resolved amicably by mutual consultation or through the good offices of empowered agencies of the Government. If such resolution is not possible within 30 days of the receipt of notice by the other party of the existence of such dispute, then the unresolved dispute or difference shall be referred to arbitration of an arbitrator to be nominated by Secretary Department of Legal Affairs ("Law Secretary") in terms of the Office Memorandum No.55/3/1/75-CF, dated the 19th Dec 1975 issued by the Cabinet Secretariat (Department of Cabinet Affairs), as modified from time to time. The Arbitration and Conciliation Act, 1996 (No.26 of 1996) shall not be applicable to the arbitration under this clause. The award of Arbitrator shall be binding upon parties to the dispute, provided, however, any party aggrieved by such award may make a further reference for setting aside or revision of the award to Law Secretary whose decision shall bind the parties finally and conclusively. The venue of the Arbitration shall be New Delhi. However, the parties shall continue to perform their respective obligations under this Contract during the

pendency of the arbitration proceedings except in so far as such obligations are the subject matter of the said arbitration proceedings.

20. Any notice given to the Contractor under the terms of this Agreement shall be considered to be duly served if the same shall have been delivered to, left for, or posted by the registered mail to the Contractor at his last known address. Similarly, any notice to be given to the Government shall be considered as duly served if the same shall have been delivered to, left for, or posted by registered mail to the JS(E/CAO). Any notice so posted shall be prima facie proof of service at the expiry of the time in which in the ordinary course of post it would reach the addressee to which it was sent.

21. The Contractor shall observe all rules regarding security precautions/ instructions as applicable to offices of Ministry of Defence and enforced by the Security Office, Ministry of Defence. Any breach of security shall render the contract liable to termination in addition to any other remedy as decided by Government and as laid down above.

22. The Contractor shall be fully responsible for proper fixing and dismantling of the coolers. In case of injury or loss to human life or damage of Govt property due to the falling of any cooler, or some other reason ascribable to the cooler, the Contractor will be liable for all the consequences whether legal or monetary arising thereof. The Govt will not bear any liability on account of any negligence on the part of the Contractors or any of his representatives.

23. After the execution of this Contract/Agreement, all notices to be given or taken on behalf of the President of India shall be given or taken by the JS(E/CAO), Ministry of Defence, or any officer for the time being entrusted with functions/duties/power of the said JS(E/CAO).

24. The stamp duty leviable for the Agreement shall be borne by the Contractor.

25. This Agreement has been executed in duplicate and one copy thereof has been retained by each contracting party.

IN WITNESS WHEREOF the parties hereto have set and subscribed their respective hand the day and year first above mentioned.

(Vijay Shankar V)
Dy Chief Administrative Officer
For and on the behalf of the President of India

(Signature of the Contractor)

Name _____
Address _____

Witness:
1. _____

Witness:
1. _____

Tender No. 18/2016-17

TENDER NOTICE
FOR SUPPLY, INSTALLATION AND MAINTENANCE
OF DESERT COOLERS ON HIRING BASIS

OFFICE OF JS(E/CAO), MINISTRY OF DEFENCE
'E'- BLOCK, DARA SHIKOH ROAD, NEW DELHI – 110011

1. The JS(E/CAO), Ministry of Defence, New Delhi for and on behalf of the President of India, invites Sealed Tenders in two-bid pattern for supply, installation, maintenance, day to day operation, which includes filling-up of water two times a day, shifting and removal etc. of Desert Coolers on hire basis in the office premises occupied by O/o JS(E/CAO) and Inter-Service Organizations of Ministry of Defence, in the various offices located in Delhi/New Delhi/Delhi Cantt for the Summer Season-2017 (i.e. from 15 Apr 2017 to 15 Sep 2017).
2. Initially the contract will be concluded for one year and can be extended for two more Summer Seasons based on the satisfactory performance as certified by the user offices.
3. **Eligibility Criteria:** The firm should have PAN. It should have been registered with Registrar of companies. Shall submit Bank Solvency Certificate issued not earlier than 01 Jan 2017, duly signed by the bank authority clearly stating that the account of the company is not under attachment from any Govt Body/Statutory Authority or Court etc., minimum three years experience in Govt organisation/Private organisation, minimum 10 lakhs financial turn-over each for the last 03 years. Detailed eligibility criteria are laid down in Part II of the RFP.
4. The tender document can be collected from CAO/MP-1, Room No. 56, O/o JS(E/CAO), 'E' Block, Dara Shikoh Road, New Delhi-110011 by depositing Rs. 500/- in cash or by Banker's Cheque drawn in favour of "JS(E/CAO), Ministry of Defence" on all working days from 1100 hrs to 1600 hrs, latest by 24 Mar 2017. RFP can also be viewed and downloaded from the website www.tenders.gov.in or www.caomod.gov.in. If the tender document is downloaded, a Cheque for the tender fee may be enclosed with the Bid.
5. The firms fulfilling eligibility criteria as mentioned in Para 3 of Invitation to Tender, Eligibility Criteria and Instructions to the Tenderers can participate. The tender bid shall contain Earnest Money of Rs. 2,00,000/- payable by way of DD/Pay Order issued in favour of "JS(E/CAO), Ministry of Defence" drawn on any nationalized bank, payable at Delhi/New Delhi.
6. Tender bids in two bid pattern will be received in sealed envelope addressed to the JS(E/CAO), Ministry of Defence, 'E' Block Dara Shikoh Road, New Delhi –110011 duly superscripted "TENDER FOR SUPPLY, INSTALLATION AND MAINTENANCE OF DESERT COOLERS ON HIRING BASIS" and must reach through Registered Post/By Hand or dropped in the Tender Box kept at the Reception Office of 'E' Block on or before 1500 hrs on 27 Mar 2017. The Bids will be opened at 1530 hrs on 27 Mar 2017 in the Conference Hall, O/o JS(E/CAO), 'E' Block, Dara Shikoh Road, New Delhi-110011

Sd/---
(Pankaj Singh Sisodiya)
Dy Dir/MM-II
for JS(E/CAO)