

**F. No. 04/03/2018- Store/RNI**  
**GOVERNMENT OF INDIA**  
**OFFICE OF REGISTRAR OF NEWSPAPERS FOR INDIA**  
**9<sup>TH</sup> Floor, Soचना Bhavan, CGO Complex, Lodhi Road, New Delhi - 110003**

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New Delhi , Dated :14/06/ 2019

**TENDER DOCUMENT**

For award of annual contract for maintenance of Drinking water coolers & Voltas Hot and Cold Water Dispensers belonging to Office of Registrar of Newspapers for India .

**BRIEF INFORMATION ON BID DOCUMENT**

1. Tender F. No.	No. <b><u>04/03/2018- Store/RNI</u></b>
2. Duration of Contract	Initially for one year from the date of award of contract
3. Last date and time of submission	1200 Hours on 25.06.2019
4. Date of Opening of <b>Technical</b> Bids	1500 Hours on 25.06.2019
5. Date of opening of financial bids for technically qualified bidders	To be notified later
6. EMD	Rs.10,000/- (Rupees Ten thousand only)
7. Cost of Tender document	NIL
8. Total Number of pages of <b>Tender Document</b>	.....
9. Address and Venue for the submission of Tender document	Tender Box kept at Dak Counter, O/o R.N.I. 9 <sup>th</sup> Floor, Soचना Bhavan, CGO Complex. New Delhi

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**9<sup>TH</sup> Floor, Soochna Bhavan, CGO Complex, Lodhi Road, New Delhi - 110003**

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New Delhi , Dated : 14/06 / 2019

**NOTICE INVITING TENDER**

**Annual Maintenance drinking water coolers & Voltas Hot and Cold Water Dispensers**

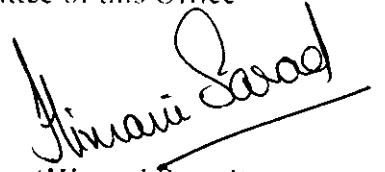
**SEALED tenders** on behalf of the President of India, are invited under Two Bid System i.e. Technical Bid and Financial Bid from reputed/registered, experienced Companies/Firms/ Agencies dealing in maintenance of drinking water coolers & Voltas Hot and Cold Water Dispensers for award of Annual Maintenance Contract installed in the Office of RNI, 9<sup>th</sup> Floor, Soochna Bhavan, CGO Complex, Lodhi Road, New Delhi on the terms and conditions enumerated in the following paragraphs. The period of Annual Contract for annual maintenance will be initially valid for one year from the date of award of the contract and may be further extended for one year.

The complete Tender Document can be downloaded from the website of **this Office** ([www.rni.nic.in](http://www.rni.nic.in))

2. The **Earnest Money Deposit (EMD)** of Rs.10,000/- (Rs. Ten thousand only), refundable (without interest), should be necessarily accompanied with the **quotation** of the Firm in the form of Demand Draft/Pay Order drawn in favour of "D.D.O., R.N.I. Min. of I&B, New Delhi", (**failing which the tender shall be rejected summarily**) along with other requisite documents has to be submitted in the Tender Box kept at office of RNI Dak Counter, 9<sup>th</sup> Floor, Soochna Bhavan, CGO Complex, Lodhi Road, New Delhi

3. **The last date of receipt of tender is 25.06.2019 AT 1200 HOURS.**

4. The Technical Bids will be opened by the Tender Opening Committee of this Office on the same day i.e **25.06.2019 at 1500 hours.**



**(Himani Sarad)**

Deputy Press Registrar (Admn.)  
Office of RNI

**F. No. 04/03/2018- Store/RNI**

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**INSTRUCTIONS TO THE BIDDERS**

**1 GENERAL INSTRUCTIONS**

For the Bidding/Tender Document Purposes, Office of RNI shall be referred to as 'Client' and the Bidder/Successful Bidder shall be referred to 'Contractor' and/ or Bidder or interchangeably.

The tender document can be downloaded from the websites of this Office web site [www.rni.nic.in](http://www.rni.nic.in)

1. **While all the efforts have been made to avoid errors in the drafting of the tender document, the Bidders are advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.**
2. All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, bids not meeting the minimum eligibility criteria, Bids not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents, are **liable to be rejected.**
3. For all purposes of the contract including arbitration there under, the address of the bidder mentioned in the bid shall be final unless the bidder notifies any change of address by a separate letter sent by registered post with acknowledgement due to this Office. The bidder shall be solely responsible for the consequences of any omission or error to notify any change of address in the aforesaid manner.
4. The contract shall be awarded to the selected bidder(s) on fixed rates for annual maintenance from the date of the award of the contract. However, the contract may be extended for further period of one year, if mutually agreed by both the parties.
5. The rates may be quoted as per Annexure-I, Taxes (GST if any, may be specifically and separately indicated in the quotation. In case of no separate mention of VAT/Service Tax, Rates will be presumed to be all inclusive & assessment will be made accordingly.

## 2 MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders :

### Experience:

The Bidder shall have experience in the similar field in the Ministries/Departments/ Government Organizations for the last three (3) years.

Documents supporting the Minimum Eligibility Criteria to be attached with bid document:

In proof of having fully adhered to minimum eligibility criteria at 2.1(a), following documents shall be acceptable with the bid documents:

- (a) Self-attested copy of registration certificate of agency for the similar job;
- (b) Self-attested copy of PAN Card/TIN number;
- (c) Self-attested copy of VAT, GST Registration Certificate;
- (d) Self-attested copy of Service Tax registration Certificate;
- (e) Self-attested copies of the award letter from 3 Ministries/Departments/Govt. Organizations for the last three (3) years.
- (f) Self-certification to the effect that the firm has not been banned/black listed by any Ministry/Department in the past.

### EARNEST MONEY DEPOSIT:

The units registered with Micro & Small Enterprises (MSE) as defined in MSE procurement policy issued by Deptt. of Micro & Small and Medium enterprises. or are registered with central purchase organization or the concerned Ministry or Department shall be exempted from the payment of Earnest Money as defined under Rule 170 of General Financial Rules (GFR), 2017. In such case, copy of the certificate showing registration with the above mentioned institutions to be enclosed along with the bid.

In case the unit is not covered under 3.1 above, it shall submit the offer along with an Earnest Money Deposit (EMD), refundable, of **Rs.10,000/- (Rupees Ten thousand only)** in the form of Demand Draft/Pay Order drawn in favour of "D.D.O, RNI, Min. of I&B, New Delhi" **failing which the tender shall be rejected out rightly.**

Any request by the bidders to consider their EMD furnished by them to this office for any other contract/tender cannot be considered as EMD for this tender.

Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.

No claim shall lie against the Government/Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit i.e. no interest will be payable in EMD.

**The EMD may be forfeited in the following cases:**

If the **bidder fails** to accept the award letter based on his offer (bid) and within the prescribed time:

**3. VALIDITY OF BIDS**

Bids shall remain valid and open for acceptance for a period of 60 days from the last date of submission of bids:

In case, client call the bidder for negotiation then this shall not amount to cancellation or withdrawal of original offer which shall be binding on the bidder;

The client may request for extension for another period of 60 days, without any modifications and without giving any reasons thereof.

No representation for the enhancement of the prices of the accepted tender or alteration of the terms and conditions will be entertained.

**4. PREPARATION OF BIDS**

Language: Bids and all accompanying documents shall be in English or in Hindi.

**Technical Bid:**

Technical Bid should be prepared as per the instructions given in the Tender Documents along with all required information, documents in support of the minimum eligibility criteria, valid EMD of requisite amount, Technical Bid Submission Form duly signed by the person authorized to sign the tender bids; Earnest Money Deposit of Rs.10,000/- (Rs. Ten thousand only)

All self-attested supporting documents in proof of having fully adhered to minimum eligibility criteria as referred in Section -2 above.

### **Financial Bid:**

Bidder shall prepare the financial Bid in the Price Schedule as provided in the Tender Document.

## **5. SUBMISSION OF BIDS**

**The Bidding Firms have to submit the tenders in two bid system**

- (i) Technical Bid and
- (ii) Financial Bid

The interested agencies are advised to submit two separate sealed envelopes super-scribing "**Tender for maintenance Drinking water coolers & Voltas Hot and Cold water dispensers in Office of RNI**"(separately mentioning **Technical Bid & Financial Bid on each envelop**) ". Both sealed envelopes should be kept in a third sealed envelopes super scribing "**Tender for maintenance Drinking water coolers & Voltas Hot and Cold water dispensers in Office of RNI**" and dropped the same in the Tender Box kept at office of RNI, Dak Counter, 9<sup>th</sup> Floor, Soochna Bhavan, CGO Complex, Lodhi Road, New Delhi.

**The Earnest Money Deposit (EMD) of Rs.10,000/- (Rupees Ten thousand only), refundable (without interest), should be necessarily accompanied with the Technical Bid of the agency in the form of Demand Draft/Pay Order drawn in favour of D.D.O. RNI, Min. of I&B, New Delhi" failing which the tender shall be rejected summarily.**

**The Bid shall be submitted not later than 1200 hours of 25/06/2019 addressed to DPR(Admn.) o/o RNI, 9<sup>th</sup> Floor, Soochna Bhavan, Lodhi Road, New Delhi". Bids must be submitted within date and time stipulated in the Tender Document.**

**No Bid shall be accepted after the specified date and time.**

**The tender shall be completed in all respect and should be signed with date by the Authorized Signatory of bidder with company stamp on all the pages of this tender.**

## **6 BID OPENING PROCEDURE**

**The Technical Bids shall be opened on 25.06.2019 at 1500 hours by the Tender Opening Committee in the presence of such bidders, who may wish to be present themselves personally or through their representatives.**

**The Financial Bids of only those bidders, who qualify at Technical Bid stage, shall be opened by the Committee authorized for the purpose. The date, time and venue of opening of the Financial Bids shall be intimated to the technically qualified bidders in due course.**

**Absence of bidder or their representative shall not impair the legality of the opening procedures.**

**After opening of the Technical Bids and verifying the EMD amount, the technical bids shall be evaluated later to ensure that the bidder meets the minimum eligibility criteria as specified in the Tender Document.**

**Bids shall be declared as valid or invalid based on the preliminary scrutiny, i.e. verification of EMD, by the Tender Opening Committee. However, detailed evaluation shall be done only in respect of valid Bid,**

**The date fixed for opening of bids, if subsequently declared as holiday by the Government, the revised date of schedule will be notified. However, in absence of such notification, the bids will be opened on next working date, and time remaining unaltered.**

#### **7. CLARIFICATION ON TECHNICAL BID EVALUATION:**

**The Technical Bids shall be evaluated based on the available documents submitted by the bidder. To assist in the examination, evaluation and comparison of the bids, and qualification of the bidders, the client may, at its discretion, ask any bidder for a clarification of its bid. Any clarification submitted by a bidder that is not in response to a request by the client shall not be considered. The client's request for clarification and the response shall be in writing.**

**If a bidder does not provide clarifications of its bid by the date and time set in the client's request for clarification, its bid may be rejected.**

**Client also reserves the right to seek confirmation/clarification from the issuer agency, on the supporting documents submitted by the bidder as per clause 2.2.**

#### **8 TECHNICAL BID EVALUATION (SEGREGATED TYPE)**

**The bidder(s) who will qualify in the technical evaluation stage shall only be called for opening of Financial Bids. The date, time and venue of opening of the financial bids shall be intimated to the technically qualified bidders.**

#### **9. FINANCIAL BID OPENING PROCEDURE**

**The Financial Bids of all the technically qualified bidders shall be opened on the appointed date and time in the presence of the qualified bidders/their representatives, who choose to be present at the time of opening of the financial bids.**

Absence of bidders or their representatives shall not impair the legality of the process.

The financial bid price, as indicated in the financial bid submission form of each bidder shall be read out on the spot, however, it shall be clearly stated that the final financial bid prices would be arrived at after detailed scrutiny/correction of arithmetical error in the financial bid.

If there is a discrepancy between words and figures, the amount in words shall prevail.

#### **10. RETURNING OF EARNEST MONEY DEPOSIT (EMD)**

The Earnest Money Deposit of the unsuccessful bidders in the Technical Bid evaluation stage shall be returned after opening of the eligible Financial Bids.

**The Earnest Money Deposit of the unsuccessful bidders in the Financial Bid evaluation stage shall be returned on award of contract to the successful bidder.**

The Earnest Money Deposit (EMD) of all the bidders shall be returned, in case of cancellation of Tender after the opening of Technical Bids and prior to opening of financial bids.

#### **(GENERAL CONDITIONS OF CONTRACT)**

#### **11. PERFORMANCE SECURITY DEPOSIT (PSD)**

The successful Firm will have to deposit a Performance Security of Rs.20,000/- (Rupees Twenty thousand only) in the form of Fixed Deposit Receipt (FDR) made in the name of the Company/Firm/Agency but hypothecated to the DDO, Office of RNI, Min of I&B, New Delhi within fifteen days of the award of the Contract. The PSD shall remain valid for a period of 15 (12+3) months from the date of commencement of the **contract**. The PSD would be refundable only after successful completion of the contract. In case, the contract is further extended beyond the initial period, the FDR will have **to be** accordingly renewed by the successful tenderer.

The Performance Security Deposit (PSD) will be forfeited by order of the Competent Authority in this office in the event of any breach or negligence or nonobservance of any terms & conditions of the contract or for unsatisfactory performance.

#### **12. COMMENCEMENT OF SERVICES**

The contract shall become legally binding and in force only upon: 13.1  
Submission of Performance Security Deposit

The successful firm will be required to start working **immediately from** the date of award of the Contract. This office shall, however, has **the right** to terminate the contract at any time.



### **13. TERMS & CONDITIONS**

No increase in amount shall be considered at all during the currency of the Contract. No other charges like transportation fare etc., will be payable.

The firm should have PAN Card, VAT/ GST registration and Service Tax Registration and other **requisite** government clearances that are necessary for carrying out such work.

Name of the proprietor, Residential and **official** Address and Telephone numbers of the firm to be given on the letterhead of the **firm**.

Selected Firm shall be required to inspect all the water cooler and Voltas Hot and cold water dispenser and put these into operation immediately failing which the contract may be cancelled without assigning any reasons and the security money deposited by the contractor shall be forfeited.

The work is to be carried out in the premises of this office. The work which cannot be done in the office premises would be allowed to be done outside, No extra charges will, however, be payable on this account.

In no case, any part thereof, shall be taken out of the premises without formal written permission of this Office. No transportation charges will be paid on this account. The air conditioners or part thereof, taken to the workshop will have to be brought back within two days, failing which the cost of the machine/part will be recovered from the firm and, if considered necessary, the contract will be terminated without further notice.

It will be the responsibility **of the firm to depute experience mechanics for doing the repairing jobs if any during AMC period. Complaints will be** attended immediately after **receiving the intimation over phone or in writing. In case, the complaint(s) of maintenance/repair of the are not attended to within 24 hours, penalty of Rs.500/ per day per will** be levied. **Frequent failure** to repair the machine **shall warrant the blacklisting of the Firm.**

**For regular and proper maintenance of the machines for attending to the complaints received from officers, it shall be obligatory on the part of the firm to depute sufficient number of qualified mechanics. In case of emergency, the complaints would also be required to be attended to on holidays.**

**The selected firm will complete the servicing of all Water coolers/Water Dispensers within 15 days from the award of the contract and will put all the machines in working conditions. Certificates of for the successful completing the task has to be provided to the Administration Section.**

The firm **shall** have to attend all **complaints on receipt** of information from the users directly **with the** prior approval of **Administration** Section. The services should be provided **on** regular basis during office **hours and** in case of emergency beyond office hours or on holidays etc.

**The** existing numbers of **Water Coolers and water dispensers mentioned** above may change during the **contract. For any such alterations**, intimation shall be given to the contractor and if **any new addition is not maintained through warranty clause but** through AMC, charges for maintenance **shall be payable to the contractor at** the rates agreed upon. Similarly, the deletion **shall also be intimated to the contractor** and charges shall be deducted proportionately from **the payment due to the contractor.**

**The firm will be required to undertake** maintenance/repairs of **Water Coolers & water dispensers at office of RNI, 9<sup>th</sup> Floor, CGO Complex, Lodhi Road, New Delhi .**

The term "Maintenance" **shall include oiling, cleaning, greasing, servicing and repair of motor/compressor, electrical parts, air filters and gas charging** during the currency of the **contract at the exclusive risk**, responsibility and the cost of contractor.

The contractor **will ensure that the machines** give uninterrupted and trouble-free service. All **breakdown calls should be attended** to promptly and within stipulated time. The contractor shall be responsible for smooth and satisfactory working of the machines

In case it is found that the selected firm is engaged in malpractices, the contract will be terminated and they will be banned from having business relations with the Ministry.

If the Firm commits breach of any of the terms and conditions or is not able to complete the work in time or the quality of work is not of the desired level, the contract will be cancelled and performance security deposit shall be forfeited and the work will be assigned to another firm at the risk and cost of the Firm.

As most of the items of work will be of urgent and time bound nature, the work will have to be completed within the stipulated time frame.

#### **14 CONTRACTOR'S LIABILITY**

If at any stage, it is found that the performance, quality of work and material is not satisfactory, the contract is liable to be terminated without any notice and the Performance Security shall be forfeited.

The firms are also required to prove their competence to undertake such repairing job by furnishing certificate/document regarding satisfactory service from at least three different Ministries/Departments. The firm shall also indicate their registration number, Income — PAN number, GST, TIN number, address of the registered office.

The firm must have an office or workshop of its own in Delhi/NCR.

The contractor shall not sub-contract or sub-let, transfer or assign the contract or any other part thereof. In the event of the contractor contravening this condition, the client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the client may sustain in consequence or arising out of such replacing of the contract.

The firm contractor shall be responsible for any injury or accident to the mechanic/ person employed by them.

#### **15. VALIDITY OF CONTRACT**

The period of Annual Maintenance Contract for maintenance/repair of Water coolers, water dispenser will be valid up to one year from the date of the award of the Contract. There after the period of non-existence of AMC the services of the firm would be utilized on need basis and payment will be made on pro-rata basis.

The period of Annual Contract for maintenance/repair of water dispensers will be for a period of one year from the date of award of the contract.

The period of the contract may be curtailed/ terminated earlier owing to deficiency in service or substandard quality of work by the selected Firm. This office, however, reserves right to terminate this initial contract at any time after giving one week notice to the selected Firm.

#### **16 PAYMENTS**

17. For payment purpose, the bills should be submitted month-wise, requisitions-wise along with the work completion report/user certificates.

**All payments shall be made in Indian currency by means of Electronic Clearance Service (ECS – RTGS) or Cheque.**

The Tax Deduction at Source (T.D.S.) shall be deducted as per the provisions of Income Tax Department, as amended from time to time and a certificate to this effect shall be provided to the agency by this Office

## **17. TERMINATION**

**In case of breach of any of terms and conditions of the contract** by the selected firm, **the competent Authority of the client shall have the right to cancel** the contract without assigning any reason thereof, and nothing **will be payable by the client** in that event and the Performance Security deposit in the form of **Fixed Deposit Receipt shall be forfeited and en-cashed**. **The decision of the Press Registrar, Office of RNI will be final.**

The contractor goes bankrupt and becomes insolvent.

This Office, reserves right to withdraw/relax any of the terms and conditions mentioned in the tender **document so as to** overcome the problem encountered by the contracting parties.

## **18. GOVERNMENT LAWS AND SETTLEMENT OF DISPUTE**

**Any claims, disputes and or differences (including a dispute regarding the existence,**

**validity or termination of this contract) arising out of or relating to this contract including interpretation of its terms shall be resolved** through joint discussion of the authorized representatives of **the concerned parties**. However, if the disputes are not resolved by the discussions as aforesaid within a period of 30 days, then the matter will be referred for adjudication of the arbitration of a sole arbitrator **to be appointed** by the Press Registrar **in accordance with the provisions** of the Arbitration and conciliation Act **1996 and Rules** made the rounder **including** any modifications, amendments and **future enactments** thereto. The venue of the arbitration will be New Delhi and the **decision of the arbitrator shall be final and binding** on the parties. The arbitrator so appointed **shall be an official of this Office**

## **19 Jurisdiction of Court:**

This contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the Courts in Delhi, All the tenderers are requested to read and understand the terms and conditions of the contract as detailed out in the foregoing paragraphs before sending their quotations, as no change or violation of the aforesaid terms & conditions are permissible once the quotation is accepted by this office

To

**Director (NIC) with a request to upload the tender document on the website of this Office**

**All Ministry/Department with a request to display a copy of the tender document in their Notice Board and also intimate the firms engaged for the similar work.**

**ORDER FOR ARRANGEMENT OF DOCUMENTS WITH THE TECHNICAL BID**

1. Self attested **copy of registration certificate;**
2. Self- attested copy of PAN/TIN;
3. Selfattested copy of **VAT Registration Certificate;**
4. Self-attested copy of Service Tax Registration Certificate;
6. Self- attested copy of Income Tax Registration Certificate;
7. Details of agreement made by Company with at least 3 Ministries/Departments/Govt. Organizations during the last **3 years;**
8. Undertaking to be furnished **by the service provider that the service provider has not been blacklisted/ banned by any Ministry/Department of Government of India.**

## APPLICATION - TECHNICAL BID

For award of **AMC** for Service Maintenance of **Drinking** Water Coolers & Water dispensers belonging to Office of RNI.

	Name of the Bidder (in Block letters) Attach certificate of registration		
	Name of proprietor/Director Company/Firm/Agency		
<b>2,</b>	<b>Full address of Registered Office</b>		
3.	Telephone No./FAX No./E-mail address		
4.	Full address of Operating/Branch Office		
5.	Telephone No./FAX No./E-mail address		
6.	Self-attested copy of PAN No.		
7.	Self-attested copy of TIN number		
<b>8.</b>	<b>Self-attested copy of VAT/GST registration Certificate</b>		
<b>9.</b>	<b>Self-attested copy of Service Registration Certificate</b>		
10.	Bank D.D./P.O. No. & date		
11.	Drawn of Bank		
12.	A m o u n t o f D . D . / P . O .		
13.	Undertaking to the effect that the service provider having no legal suit/criminal case or has not been blacklisted/ banned by any Ministry/ Department! Govt. <b>Organization</b>		
14.	Self-attested copies for experience in the similar field in the Govt. Ministry/ Department for the last two <b>consecutive</b> years		
S.No.	Details of client along with address, telephone and Fax numbers	<b>Duration of Contract</b>	
		From	To

(if the space provided is insufficient, a separate sheet may be attached)

15. Additional information, if any:  
(Attach separate sheet, if required)

Date:  
Place:

Name:  
Seal:

Signature of authorized person

**DECLARATION**

1. 1, \_\_\_\_\_ Son / Daughter / Wife of Shri Proprietor/Director/authorized signatory of the agency/Firm, mentioned above, is competent to sign this declaration and execute this document;
2. I have carefully read and understood all the terms and conditions of the tender for maintenance Drinking water coolers & water dispensers in the office of RNI, New Delhi and undertake to abide by them;
3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate

**Signature of authorized person**

**Date:**

**Full Name:**

**Place:**

**Seal:**

Application — Financial Bid

1. For award of AMC for Service Maintenance of **Drinking Water Coolers & Water dispensers** belonging to Office of RNI.
2. **Name of the tendering Company/Firm/Agency:** \_\_\_\_\_
3. Rate for maintenance Charges and replacement of Components with new ones (where applicable)

S. No.	Items	Water Cooler	Water Dispenser
1.	Rate per machine for Comprehensive Annual maintenance including all parts electric work, plumber work etc.		

Authorized Signature of the firm  
With Office "Seal