

91

Tel. No. 23013915
Fax No. 23013786

GOVERNMENT OF ARUNACHAL PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
ARUNACHAL BHAWAN: KAUTILYA MARG
CHANAKYAPURI: NEW DELHI - 110 021

QUOTATION FOR

**ANNUAL MAINTENANCE CONTRACT SERVICE (AMC) OF 3
NUMBERS AQUARIUMS INSTALLED AT ARUNACHAL BHAWAN
FOR A PERIOD OF TWO YEARS.**

B. Chakraborty
31/10/17

ho
31/10/17

No. RCS-13/2006-07(Pt)
Govt. of Arunachal Pradesh
Office of the Resident Commissioner
Arunachal Bhawan, Kautilya Marg,
Chanakyapuri, New Delhi – 110021

Dated: 30/10/2017


**Notice Inviting quotations for Annual Maintenance Contract (AMC) of 3 numbers
Aquariums installed at Arunachal Bhawan, New Delhi.**

The office of Resident Commissioner, Govt. of Arunachal Pradesh invites sealed for quotations of annual maintenance contract (AMC) of 3 numbers of Aquariums installed at Arunachal Bhawan, New Delhi from the authorised / registered firms having experience to provide services to the guest house / offices of State / Central Government / PSU / reputed Private Sector Undertakings. Interested firms/agencies may collect the quotation documents from office of the Resident Commissioner, Arunachal Bhawan, Kautilya Marg, Chanakyapuri, New Delhi - 110021. The quotation papers can be obtained from the office of undersigned by payment of Rs. 100/-.

Interested Firms / agencies may submit quotation offers, along with bank draft of Rs. 5,000/- (Rupees Five Thousand) earnest money drawn in favour of **Resident Commissioner, Govt. of Arunachal Pradesh, New Delhi** and all necessary documents in a sealed cover. The name of the work "Annual Maintenance Contract for 3 Nos. of Aquariums at Arunachal Bhawan, New Delhi" shall clearly be written the top of the sealed cover. Duly filled price quotation offers should reach at the following address latest by 7th December 2017, which will be opened on 8th December 2017 at 11.00 Hours in the office of the Additional Resident Commissioner, Govt. of Arunachal Pradesh, Arunachal Bhawan, New Delhi. The bidder himself or any one representative authorized in written on behalf of the bidder may remain present during opening of quotations. The proposal should be addressed to;

**Resident Commissioner,
Govt. of Arunachal Pradesh
Arunachal Bhawan,
Kautilya Marg, Chanakyapuri
New Delhi – 110021**

Phone : 011-23013915, 23013844 Email : rcarunachalbhawan@gmail.com


Addl. Resident Commissioner
Arunachal Bhawan, New Delhi

Copy to:
The Resident Commissioner, Bhawan with a request to display in notice board of Bhawan.


Addl. Resident Commissioner
Arunachal Bhawan, New Delhi


31/10/2017
(B. Chokubak)


31/10/17.

88


2. **Scope of works:** - The scope of works covers comprehensive maintenance with proper cleaning & servicing of each aquarium at least twice a month. The AMC charges are inclusive of any extra visit made by the firm as & when required including supply of fish food & medicine of all 3 numbers aquariums. The cost of new fish, plant, gravel & replacement of unserviceable hardware's of aquarium if required during AMC period shall be paid extra on the prevailing market rate.

3. **The Terms and Conditions:**

The terms & conditions on which the works will be awarded to the successful bidder are as follows:

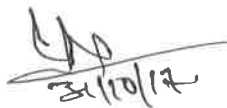
- i. The Annual Maintenance Contract for proper cleaning & servicing of each aquarium twice a month inclusive of the extra visit made by the firm as & when required will be initially for two years from the date of signing of agreement, and can be extended on the same terms and conditions. The rates quoted by the firm shall be valid for a period of two years from date of award of the contract.
- ii. The bidder or his representative shall have to visit on all working days for collecting orders / complaints and to **rectify the problems on immediate basis.**
- iii. The bidders are required to quote comprehensive cost and shall arrange for all material and machines required for execution of the job. Any other installation charges, if any, may also be indicated in the quotations.
- iv. The firms/agencies must have experience of minimum of the three years in the field. The firms are required to prove their competence for undertaking the job, furnish their standing and goodwill through a certificate/ documentary proof of having service in guest house/offices of State/Central Government/PSU/reputed Private Sector with their complete address and telephone numbers along with PAN/TAN, Goods and Service Tax No., etc. list of present contracts may also be enclosed with the quotations.
- v. A firm blacklisted by any Government/State Government office will not be eligible to participate in this tender, if any case, any such firm containing contract by hiding the facts and it comes to the notice of Department later, contract will be cancelled immediately and security forfeited.
- vi. **Earnest Money:** - the Quotation must be accompanied by EMD of Rs. 5,000/- (Rupees Five thousand) only in the form of Bank Draft/Banker's Cheque in Favour of "**Resident Commissioner, Government of Arunachal Pradesh, New Delhi**". The bid security should remain valid for a period of 90 days beyond the final bid validity period. Bid security of the unsuccessful bidder will be returned to them after the submission of performance security by the successful bidder. EMD shall be forfeited in case successful bidder fails to abide by the terms & conditions or refuse to undertake the contract. The amount of EMD shall not carry any interest.


31/10/17


31/10/17

- 88
- vii. The bid document must be filled in neatly and clearly. Incomplete or conditional quotations will not be entertained.
 - viii. Bidders will not be allowed to withdraw their offer. EMD shall be forfeited at the risk of bidder, if they fail to honour the contract.
 - ix. Any request for increase in quoted and or accepted rates will not be entertained for any reason during the currency of the contract.
 - x. The rates must be written in figure as well as in words. Erasing and overwriting in the rates quoted will make the bid void. All alteration in the rates should be signed in ink otherwise the quotations will not be considered.
 - xi. Canvassing in any form is strictly prohibited and bid of the bidders who resort to such activities will be summarily rejected.
 - xii. The EMD shall be forfeited in case the firm does not produce the required documents made before this office or any committee constituted by this organization for this purpose.
 - xiii. The Department reserves the right to reject any or all the bids in full or part or not to award the contract to the lowest bidder without assigning any reason. The decision of the Department in this regard shall be final and binding on all.
 - xiv. **Performance Security:-** An amount of Rs. 10,000/-(Rupees Ten Thousand) only shall be deposited by the successful bidder as "Performance Security Deposit" in the form of FDR/TDR form the nationalized bank valid for period of 24 months in favour of "**Resident Commissioner, Government of Arunachal Pradesh, New Delhi**". The Earnest Money deposit will be refunded to the successful bidder on receipt of Performance Security.
 - xv. The successful bidder shall be chosen based on lowest bid offer received.
 - xvi. The successful bidder will have to furnish the names & the mobile nos. of their authorized worker to attend the requirement of work at Arunachal Bhawan.
 - xvii. The persons deputed shall not be below the age of 18 years and they shall not interfere with the duties of the employees of the Department.
 - xviii. The contractor shall ensure proper conduct of these personnel in office premises, and enforce prohibition of consumption of alcoholic drinks, smoking, loitering without works.
 - xix. The contractor will be responsible for the verification of the conduct /integrity of his deployed staff.
 - xx. The contractor's personnel shall not divulge/ disclose to any person, any details of office, operational process, technical know-how, security arrangements and administrative /organizational matters.


31/10/12


31/10/12

- (87)
- xxi. Goods and Service Tax, if any, must be quoted, failing which no amount would be paid towards service tax.
- xxii. TDS, Goods and Service Tax and other applicable taxes as per prevailing rates, shall be deducted before making the payment.
- xxiii. The department reserves the right to impose any other conditions for regulating the contract in public interest.
- xxiv. The firm has to provide its services in Arunachal Bhawan, New Delhi from 9.00 AM to 8.00 PM on any working days including holidays whenever required.
- xxv. The complaint shall be attended to promptly and rectified on the same day on which it is received, failing which penalty of Rs. 100/- (Rupees One hundred) only per day will be levied. Penalty, if any shall be deducted from the payments due.
- xxvi. In case of three successful failures to adhere to the above time-lines, the contract will be terminated forthwith without giving any notice and the performance security deposit would be forfeited.
- xxvii. The firm shall make good the loss/damage caused to the Government property through their negligence.
- xxviii. In case the successful bidder found in breach of any conditions(s) of tender at any stage, legal action as per rules, laws shall be initiated against the Agency concerned. In that case Earnest Money Deposit/ Performance shall be forfeited after giving proper opportunity though show cause notice.
- xxix. All disputed are subject to the jurisdiction of courts in the National Capital Territory of Delhi and Agreement will be governed by and be construed in accordance with the laws of India.
- xxx. No separate transportation charges/labour charges will be paid for obtaining and delivering the order of replacing the material nor found as per the specification.
- xxxi. The bids which does not fulfil any of the above conditions and incomplete are liable to be summarily rejected at the risk and cost of the bidder only and any further correspondences in this regard will not be entertained.
- xxxii. Interested firms/parties will have to submit unconditional acceptance to the above terms & conditions at the time of submission of the tender.

4. Payment Terms:

- i. The quarterly payment will be done after satisfactory work performance of the period of 3 months against the submission of bill in triplicate by bidder.
- ii. Payment of the bill will be based on standardized invoices. The Deputy Resident Commissioner and Finance & Accounts Officer as authorised by the Resident Commissioner may verify the authenticity of the bills.
- iii. No advance payment will be made.

[Handwritten signature]
31/10/12

[Handwritten signature]
31/10/12

iv. TDS/Goods and Service Tax is recordable as per rule in force time to time.

5. **Service Agreement:** -After finalisation of the bid, successful firm/agency would be invited to execute the Annual Maintenance Contract agreement with the Resident Commissioner, Govt. of Arunachal Pradesh, Arunachal Bhawan, New Delhi.

Handwritten signature
21/10/12

Handwritten signature
31/10/12

SCHEDULE OF QUANTITY

Name of works: Quotation for Annual Maintenance Contract of AMC of 3 no's of Aquariums installed at Arunachal Bhawan, New Delhi.

Sl. No.	Description	Qty.	Unit
1	Annual Maintenance contract for aquariums like proper cleaning & servicing of Aquariums of each twice a month and extra visit to be attended by the firm as & when required. The AMC charges are inclusive of supply of fish food & medicine of all aquariums. The cost of new fish, plants, gravels, & replacement of unserviceable hardware's of aquarium if required during AMC period shall be paid extra as per the prevailing market rate	1 no Size - 2'x2'x5'	each
		1 no Size - 1'x1.5'x2.5'	each
		1 no Size - 1'x1.5'x2'	each

UNDERTAKING

I have carefully read the terms & conditions referred to therein and shall abide by the same.

(Signature of Bidder)

Name : _____

Address : _____

Chp
31/8/17

31/10/17

SCHEDULE- "B"
Financial Bid

Name of work: - Annual Maintenance Contract of 3 numbers Aquariums installed at Arunachal Bhawan, New Delhi for a period of two years wef. 01/12/2017 onwards.

Sl. No.	Description	Qty.	Unit	Rate per month (in Rs)	Amount (in Rs.)
1	Annual Maintenance Cost of 3 numbers of aquariums installed at Arunachal Bhawan New Delhi.				
	(i) For Aquarium size (2'x2'x5') at Reception Lobby	1	Each		
	(ii) For Aquarium size - 1'x1.5'x2.5' at HCM's Suite	1	Each		
	(iii) For Aquarium size - 1'x1.5'x2' at RC's office chamber	1	Each		

Total Rs.

(Signature of Bidder)

Name : _____

Address : _____



 31/10/17

DRAFT AGREEMENT

This Agreement is made and executed at New Delhi on the ----- day of December, 2018.

BETWEEN

the Resident Commissioner, Government of Arunachal Pradesh, Arunachal Bhawan, Kautilya Marg, Chanakyapuri, New Delhi, (hereinafter called the first party) which Expression shall mean and include any other authorized officer of the Government of Arunachal Pradesh as well as his successors in office on one part:

AND

M/s..... (Hereinafter called the second party) which expression shall mean and include heir's legal representative, Administrators, executors, successors and assigns of the other part,

1. Whereas the first party have called quotations for Annual Maintenance Contract of 3 numbers Aquariums installed at Arunachal Bhawan, New Delhi.
2. And whereas the second party is one of the bidders who offered to provide the said Services in Arunachal Bhawan, New Delhi.
3. And whereas the first party has accepted the bid of the second party and awarded the contract,
4. Whereas the second party has fully read, understood and shall abide all terms and conditions as stipulated in the tender documents for providing Annual Maintenance Services to the first party for maintenance of 3 numbers of Aquariums installed at in Arunachal Bhawan, New Delhi.
5. And whereas the second party shall be responsible for payment of taxes payable to central /State Govt.

5. **The Terms and Conditions:**

- 5.1 The Annual Maintenance Contract for AMC of 3 numbers of Aquariums installed at Arunachal Bhawan, New Delhi will be for **two years** from the date of signing of agreement, which can be extended for another one or two years under same terms and conditions. The rates quoted by the firm shall be valid for a period of **two years** from date of award of the contract.
- 5.2 The second party or his representative shall have to visit on any working days for collecting orders/complaints and to **rectify the problems on immediate basis.**
- 5.3 The second party/contractor is required to attend the proper cleaning & servicing of each aquarium twice in a month in addition to the complaints which arise as and when required.



 21/10/18

- 5.4 The firm has to provide its services in Arunachal Bhawan, New Delhi from 9.00 AM to 8.00 PM on any working days including holidays whenever required.
- 5.5 The complaint shall be attended to promptly and rectified on the same day on which it is received, failing which penalty of Rs. 100/- (Rupees One hundred) only per day will be levied. Penalty, if any shall be deducted from the payments due.
- 5.6 In case of three successful failures to adhere to the above time-lines, the contract will be terminated forthwith without giving any notice and the performance security deposit would be forfeited.
- 5.7 The second party shall be responsible for rectification of fault i.e. cleaning and servicing of each aquarium twice a month during the contract period.
- 5.8 All the necessary equipments should be kept ready for urgent maintenance.
- 5.9 No additional charge will be paid to the second party for any extra maintenance works.
- 5.10 In case of service provider fails to provide the satisfactory service the contract shall be cancelled without assigning any reason.
- 5.11 No TA will be paid to the personnel of service provided firm/agency.

6. Payment Terms:

- 6.1 The payment of comprehensive AMC will be made quarterly after expiry of each quarter and satisfactory work performance against submission of bills in triplicate by Bidder. The bill should accompany a certificate from the user certifying the satisfactory working of Sea Life Aquarium.
- 6.2. The second party shall submit bill/invoice in favour of Resident Commissioner, Govt. of Arunachal Pradesh, Arunachal Bhawan, New Delhi. The Deputy Resident Commissioner and Finance & Accounts Officer as authorised by the Resident Commissioner may verify the authenticity of the bills.
- 6.3 No advance payment will be made.
- 6.4 TDS/Goods and Service Tax is deductible as per rule in force time to time.

7. Performance Security:

- 7.1 The Second Party shall have to deposit a Performance Security Deposit an amount of Rs. 10,000/- (Rupees Ten thousand) only in the form of FDR/TDR from a commercial bank in favour of "Resident Commissioner, Govt. of Arunachal Pradesh, Arunachal Bhawan, New Delhi" for 24 months. The FDR/TDR shall be returned to the second party after expiry of period the contract or for further renewable, if required.
- 7.2 The Performance Security can be forfeited in the event of failure of the Second Party to fulfil any obligation under this Agreement and unless so forfeited it shall be refunded to the Second Party on termination of the contract.

CPD
31/10/17

[Signature]
31/10/17

8. **Commencement of the Agreement:** The Second Party shall have to commence the work from the date of signing this agreement.

9. **Duration of the Agreement:** The agreement shall be valid for a period of **two year** from the date of signing of this agreement and can be extended for further period of one or two years, subject to satisfactory performance and on mutual consent. The rates quoted by the Second Party shall remain unchanged during the initial period of two years of agreement.

10. **Responsibility for loss or damage:**

10.1 Staff/employees deployed by the Second Party shall perform their duties at the premises of Bhawan with due diligence and take all precautions to avoid any loss or damage to the Government property/person.

10.2 The Second Party shall be wholly responsible for any loss or damage to the property belonging the First Party, caused by the Second Party or by its employees/staff and will be liable to pay to the First Party which may be deducted from any sum due to the Second Party.

11. **Termination of the Contract:**

11.1 This contract may be terminated forthwith by the first party in following cases:

11.2 In case of persistent default or unsatisfactory service or breach or infringement of any of the terms and conditions of this agreement, the first party reserves the right to terminate the contract and the security deposit may be forfeited.

11.3 The agreement can be terminated forthwith by the first party, by giving 30 days written notice to the second party, if:-

11.4 The second party does not provide proper cleaning and servicing of aquariums satisfactorily as per the requirements of the first party.

11.5 The contract shall also be liable for termination due to following reasons.

i. Poor performance.

ii. Misbehaviours of second party's staff

iii. Misuses of premises, regular complaints received from the Guests.

iv. If the second party sublets the work to another agency.

12. **Change in Terms and Conditions:**

The First party reserves the right to withdraw/relax/add to any of the terms and condition mentioned.

13. **Firm / company / entrepreneur, as when called upon by the Resident Commissioner will make himself available.**

[Handwritten signature]
31/10/17

14. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 14.1 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 terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties.
- 14.2 Jurisdiction of Court: This contract/agreement is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Delhi.
- 14.3 All other clauses included in the terms and conditions given in the notice inviting quotations for Annual Maintenance Contract Service (AMC) of 3 numbers Aquariums installed at Arunachal Bhawan will form part of the Agreement.

Signature of the Contractor
(Second Party)
With Seal

1. Witness:

Name:
Address:

2. Witness:

Name:
Address:

For and on behalf of **Resident Commissioner,**
Govt. of Arunachal Pradesh,
Arunachal Bhawan,
New Delhi (First Party)
With Seal

[Handwritten signatures and dates]
21/11/17
21/11/17

71

Quotation Submission Form

(To be submitted on Letter Head)

Dated:

To

**The Resident Commissioner
Govt. of Arunachal Pradesh
Arunachal Bhawan, Kautilya Marg,
Chanakyapuri, New Delhi – 21**

**Name of Works: AMC of 3 numbers of Aquariums installed at Arunachal Bhawan,
New Delhi for a period of two year wef. 01/12/2017 onwards.**

Sir,

I/We the undersigned declare that:-

1. I/We have inspected the site and read the terms & conditions of the quotation and shall abide by the conditions mentioned therein.
2. Our quotations shall be valid for a period of 60 days from the date of submission of quotation.
3. I/We declare that all the information and the documents submitted by us are true, genuine and valid.

Yours faithfully,

**(Signature of bidder)
With rubber stamp**

CA
31/10/17

21/10/17

(7)

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
ARUNACHAL BHAWAN, KAUTILYA MARG
CHANAKYAPURI, NEW DELHI-110021

No. : RCS-13/2006-07(Pt)

Dated :

To

M/s
.....
.....
.....

Sub: Annual Maintenance Contract of AMC of 3 numbers of Aquariums installed at Arunachal Bhawan, New Delhi.

Ref: Your quotation No. dated.....

Dear Sir(s),

With reference to the subject mentioned above and your quotation under reference, I am directed to inform you that your quotation has been accepted at your quoted rate (copy enclosed for reference).

2. You are requested to submit the performance security of Rs. 10,000/- (Rupees Ten thousand) only within 5 days in the form of TDR/FDR from any scheduled bank valid for a minimum tenure of 24 months pledged in favour of "Resident Commissioner, Govt. of Arunachal Pradesh, New Delhi" as per Clause 3 (xiv) of tender document.
3. Upon receipt of the prescribed Performance Security, necessary letter to commence the work shall be issued.
4. Formal agreement to be executed on a non-judicial stamp paper of Rs. 50/- within 7 days from the date of issue of this letter.
5. The date of start of work shall be reckoned from the date of signing of agreement. Please note that each complaint shall be attended to promptly and rectified on the same day on which it is received, failing which action as per provision detailed in Clause 3(xxvi) of the tender document shall be taken.

Please convey your acceptance immediately upon receipt of the letter.

Thanking you,

Encl: As above.

()
Dy. Resident Commissioner
For Resident Commissioner

Office of Resident Commissioner, Arunachal Bhawan, Kautilya Marg, Chanakyapuri, New Delhi-21.

Page 14

Ch
31/10/17
31/10/17

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
ARUNACHAL BHAWAN, KAUTILYA MARG
CHANAKYAPURI, NEW DELHI-110021

No. : RCS-13/2006-07(Pt)

Dated :

To

M/s
.....
.....

Sub: Annual Maintenance Contract of 3 nos of Aquariums installed at Arunachal Bhawan/Arunachal House, New Delhi.

Ref: Your letter dated.....

Dear Sir(s),

You have submitted Performance Security amounting of Rs. 10,000/- (Rupees Ten Thousand) only in the form of Demand Draft vide No. dated..... of Bank, Branch, New Delhi in response of this office acceptance letter No. and agreement duly signed on

2. The date of start of work shall be reckoned from date of signing of agreement i.e. for a period of two year. Please note that each complaint shall be attended to promptly and rectified on the same day on which it is received, failing which action as per provision detailed in Clause 3(xxvi) of the tender document shall be taken.

Yours faithfully,

(.....)
Dy. Resident Commissioner

No.: RCS-13/2006-07(Pt)

Dated :

Copy to:

- 1) The OSD (Housekeeping) with direction to maintain a complaint register to be put up with bill for payment.
- 2) The Finance & Accounts officer, Arunachal Bhawan alongwith D/D No. dated amounting of Rs. 10,000/- (Rupees Ten Thousand) only payable Bank, Branch, New Delhi towards performance security for necessary action.
- 3) Office Copy.

(.....)
Dy. Resident Commissioner

Handwritten signatures and dates:
31/10/17
31/10/17

GOVT. OF ARUNACHAL PRADESH
OFFICE OF THE RESIDENT COMMISSIONER
ARUNACHAL BHAWAN, KAUTILYA MARG
CHANAKYAPURI, NEW DELHI-110021

No. : RCS-13/2006-07(Pt)

Dated :

To

M/s
.....
.....

Sub: Annual Maintenance Contract of.....

Dear Sir(s),

With reference to your letter No. dated on the subject cited above and as per provision contain in Para 1 of Terms & Conditions of tender document, the Competent Authority is pleased to extend the validity of the contract for the above noted work on the existing terms & condition of the agreement amounting to Rs. per annum for a further period of one year w.e.f.to You are requested to submit monthly bill for necessary payment.

Thanking you,

End:.....

(.....)
Dy. Resident Commissioner
For Resident Commissioner

Copy to:

Dy. Resident Commissioner is directed to maintain a complaint register to be put up with monthly bill.

Handwritten signature and date: 31/10/12

Handwritten signature and date: 31/10/12