



सं. D-21014/1/2018-Ad (G)

No.

भारत सरकार
GOVERNMENT OF INDIA
इस्पात मंत्रालय
MINISTRY OF STEEL
उद्योग भवन
UDYOG BHAWAN
नई दिल्ली-110107
New Delhi-110107
Dated 16th July, 2018

To,

M/s Presco Refrigeration Company,
WZ-58, Khampur, West Patel Nagar
New Delhi-110 008

Subject: Award of Maintenance Contract of Air Conditioners (ACs) installed in the Ministry of Steel - regarding.

Sir/Madam,

I am directed to refer to your Online Bid No. 1107767 dated 23.04.2018 regarding Maintenance Contract of Air Conditioners (ACs) installed in the Ministry of Steel and to say that the Competent Authority has accepted the rate of Maintenance Contract of Air Conditioners as per Annexure-II subject to the terms and conditions mentioned in Annexure-I.

2. The period of Maintenance Contract will be *valid for two years with effect from 01.08.2018*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period.
3. The Maintenance Contract will be made effective only after receiving of your acceptance of terms and conditions of Maintenance Contract and deposit of Performance Security of ₹ 20,000/- (*Twenty Thousand only*) by way of *Fixed Deposit (FD)*.
4. You are, therefore, requested to furnish/deposit signed copy of the AGREEMENT FOR MAINTENANCE CONTRACT (Annexure-III) and PERFORMANCE SECURITY immediately to this Ministry so that the Maintenance Contract could be finalized.
5. This issues with the concurrence of Internal Finance Division (IFD), Ministry of Steel.

Yours faithfully,

Encl: As above

K. Murali
(K Murali)

Under Secretary to the Govt. of India

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K. MURALI

Under Secretary

Govt. of India

Ministry of Steel

Udyog Bhawan, New Delhi

Copy to:

1. NIC, Ministry of Steel (with request to upload it on the website of the Ministry of Steel)
2. Internal Finance Division (IFD), Ministry of Steel
3. Drawing and Disbursement Officer (DDO), Ministry of Steel
4. Pay and Accounts Office, Ministry of Steel

हिन्दी का प्रयोग उपेक्षित नहीं है, पत्र का उत्तर शीघ्र दिया जाएगा।

Terms and Conditions of Maintenance Contract Of Air Conditioners (ACs)

General Conditions

1. The period of Maintenance Contract will be *valid for two year with effect from 01.08.2018*. This period may be further extended as per the requirement of the Ministry or may be curtailed/terminated before expiry of this period owing to deficiency in service after giving one week notice to the selected firm.
2. The contract will be Full Comprehensive Maintenance Service Contract including cleaning, oiling, washing, greasing, fitting of switch/wire/plug and replacement of all spare parts as and when required viz. relay circuit, running capacitor, starting capacitor, all kind of motors, fans, wiring of motor, wiring of transformers, gas filling/charging including cost of gas, thermostat, knob set, conciliator, fan motor/fan blade/blower, maintenance/repairing of its voltage stabilizer, if any etc. No payment will be made towards replacement of spare parts, if required. The spare part to be replaced/repared, if any, in the air-conditions/stabilizers should be genuine and of original make, failing which the contract will be cancelled, security deposit forfeited and legal action will be taken against the firm. The firm must show the new spare parts to Section Officer of General Administration Division and the old spare parts, which have been removed, must be deposited in the General Administration Division.
3. Two qualified/skilled mechanics of the firm who should be accessible on mobile phone, will be required to be present in this Ministry on all working days and if needed, on holidays also. These mechanics will report daily to General Administration Division for obtaining complaints. The antecedents of mechanics deployed should be properly verified and their details like name, address, photographs, contact no. etc. will have to be provided to the Ministry of Steel.
4. All the complaints should be attended within one hour from the time of the complaint. In case, the complaints are not attended within one hour, penalty of ₹ 100/- (One Hundred only) will be levied per hour per air conditioner. This amount would be deducted from the performance security deposit/pending bill of the firm. In case of frequent unresponsiveness of attending complaints, the contract shall be cancelled forthwith and performance security deposit shall be forfeited. The firm is also liable to be black listed.
5. No payment for Maintenance Contract for a particular air conditioner will be made if the air conditioner is out of order for more than 3 days in one season apart from the penalty as in Para 4 above.
6. The contract is initially awarded *for maintenance of 128 Air Conditioners (ACs) (59 Window ACs and 69 Split ACs)*. If an air conditioner is disposed off or acquired by the Ministry, the payment of Maintenance Contract charges will be made only till/from the air conditioner remained in use.
7. Any financial loss caused due to the damage of any part of the Air Conditioners (ACs) installed in the Ministry would be deducted from the performance security deposit/pending bill of the firm.
8. No Air Conditioner (AC) or any part thereof shall be taken out by the mechanic to the workshop. The work is to be carried out in the premises of the Ministry of Steel. However, the work which can't be done in the office premises would be allowed to be done outside and no transportation or labour charge will be paid for this work.
9. All the air-conditioners should be regularly serviced and cleaned on monthly basis.

16/7/14
K. MURALI
Under Secretary
Govt. of India
Ministry of Steel
Hdqa. Bhopal, Madhya Pradesh

10. On the expiry of the contract, the firm should ensure that all the air conditioners are in good working condition failing which the performance security deposit will not be released.
11. The rates quoted will remain in force for full period of contract. Demand for revision of rate on any account shall not be entertained during the contract period.
12. Payment for the Maintenance Contract charges will be made in half yearly basis. **Payment shall be made by electronic transfer to the account of the firm on submission of bill in triplicate.** A service satisfactory report shall be got signed by the end-users in the Ministry of Steel as a proof of proper maintenance of Air Conditioners (ACs) and the same should be attached with bills for payment. It is the responsibility of the firm to get signed the service satisfactory report from the end-user in the Ministry of Steel.
13. It should be ensured that the maintenance of Air Conditioners (ACs) would be to the satisfaction of the end-users of the Ministry. In case of any unsatisfactory report, the firm is liable to be not paid for maintenance of such Air Conditioners (ACs).
14. It should be ensured that the firm is not providing services/goods to other Ministries/Departments at lower rates than those quoted for the Ministry of Steel. In case, at later stage, it is found that the firm is providing services/goods to any other Ministry/Department at a lower rate, the payment would be withheld by the Ministry.
15. The contract entered into is liable to be terminated by this Ministry at any time without assigning reasons thereof if the service rendered by the firm is not satisfactory or any lapse found in the service provided. Therefore, in this connection, the decision of this Ministry will be final and shall be binding upon the contractor.
16. If any information furnished by bidder is found to be incorrect or false at any point of time, the contract will be liable to be terminated without any notice and the performance security deposit is liable to be forfeited.
17. The contractor entered into shall indemnify the Ministry of Steel against all damages/expenses for which the Ministry may be held liable or pay on account of the negligence of the contractor or any person under his/her control whether in respect of accident/injury to the person/damages to the property in executing the work or otherwise and against all damages/demands thereof.
18. In event of any dispute or difference between the parties hereto, such disputes or differences shall be resolved amicably by mutual consultation. If such resolution is not possible, then the unresolved dispute or difference shall be referred to arbitration of the sole arbitrator to be appointed by the Secretary, Ministry of Steel. The provisions of Arbitration and Conciliation Act, 1996 (No 26 of 1996) shall be applicable to the arbitration. The venue of such arbitration shall be at Delhi. The expenses of arbitration shall be shared equally by the parties to the agreement. However, expenses incurred by each party in connection with the preparation, presentation shall be borne by the party itself.
19. Pending the submission of and/or a dispute, difference or claim or until the arbitral award is published; the Parties shall continue to perform all of their obligations under this agreement without prejudice to a final adjustment in accordance with such award.

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K. MURALI
Under Secretary
Govt. of India
Ministry of Steel
Udyog Bhawan, New Del

19. The contract will be interpreted under Indian Laws and subject to the jurisdiction of Delhi Courts.

Financial Conditions

1. The firm shall submit the performance security of ₹ 20,000/- (Twenty Thousand only) by way of Fixed Deposit (FD) which will be refunded on satisfactory completion of the contract. No interest will be paid on performance security deposit.

W.D. 14/7/18
(K Murali)

Under Secretary to the Govt. of India

K. MURALI

Under Secretary

Govt. of India

Ministry of Steel

Udyog Bhawan, New Delhi

APPROVED RATE LIST FOR MAINTENANCE CONTRACT OF AIR CONDITIONERS (ACs)

Sl. No.	Name of item	Basic Rate Per Unit (in ₹) (for 2 years)
1	2	3
(A)	WINDOW AIR CONDITIONERS	
1.	Full Comprehensive Maintenance Service Contract including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, replacement of compressors and replacement of all spare parts as and when required viz. relay circuit, running capacitor, starting capacitor, all kind of motors, fans, wiring of motor, wiring of transformers, gas filling/charging including cost of gas, thermostat, knob set, conciliator, fan motor/fan blade/blower, maintenance/repairing of its voltage stabilizer, if any etc.	900/-
2.	Installation Charges (applicable only when the location of the AC changes, on the direction of the Ministry)	150/-
(B)	SPLIT AIR CONDITIONERS	
1.	Full Comprehensive Maintenance Service Contract including cleaning, oiling, washing, greasing, fitting of switch/wire/plug, replacement of compressors and replacement of all spare parts as and when required viz. relay circuit, running capacitor, starting capacitor, all kind of motors, fans, wiring of motor, wiring of transformers, gas filling/charging including cost of gas, thermostat, knob set, conciliator, fan motor/fan blade/blower, maintenance/repairing of its voltage stabilizer, if any etc.	1550/-
2.	Installation Charges (applicable only when the location of the AC changes, on the direction of the Ministry)	800/-

+ GST as applicable


K. MURALI
 Under Secretary
 Govt. of India
 Ministry of Steel
 Udyog Bhawan, New Delhi

AGREEMENT FOR MAINTENANCE CONTRACT OF AIR CONDITIONERS (ACs)

'THIS AGREEMENT MADE ON _____ between **THE PRESIDENT OF INDIA** acting through **SECRETARY, MINISTRY OF STEEL, GOVERNMENT OF INDIA** (hereinafter referred to as 'THE CLIENT' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in Office Representatives and assigns) of the FIRST PART and _____ a Firm registered under the Companies Act, 1956 _____ having _____ its _____ Registered _____ Office _____ at _____ (hereinafter referred to as 'THE FIRM' which expression shall unless excluded by or repugnant to the context be deemed to include its successors in interest and permitted assigns) of the OTHER PART'.

(A) WHEREAS THE FIRM has accepted the offer of THE CLIENT for maintenance of Air Conditioners (ACs) of this Ministry initially upto 31st July 2020 at the L-1 rates and has also accepted terms and conditions mentioned in the letter No. D-21014/1/2018-Ad (G) dated 16th July, 2018.

(B) WHEREAS THE FIRM is desirous for undertaking the job of maintenance of Air Conditioners (ACs) of this Ministry

(C) AND WHEREAS pursuant to the offer of THE FIRM, THE CLIENT has agreed to engage THE FIRM for undertaking the job of maintenance of Air Conditioners (ACs) on terms and conditions contained in the letter No. D-21014/1/2018-Ad (G) dated 16th July, 2018.

(D) AND WHEREAS THE FIRM has offered to render its services of undertaking the job of maintenance of Air Conditioners (ACs) to the satisfaction of THE CLIENT.

(E) The obligations undertaken by the Authorized Signatory on Behalf of THE FIRM shall not be discharged or on any way affected by an extension of time or any indulgence granted by THE CLIENT to THE FIRM.

(F) IN WITNESS WHEREOF the Parties hereto through their respective authorized representatives caused this present executed on the day _____ of year mentioned above.

Signature

Name :

Designation :

For and On behalf of M/s _____

In the presence of Witnesses

1. _____

2. _____

(K Murali)

Under Secretary to the Govt. of India

For and On behalf of President of India

K. MURALI

Under Secretary

Govt. of India

Ministry of Steel

Udyog Bhawan, New Deh