



INLAND WATERWAYS AUTHORITY OF INDIA
(Ministry of Shipping, Government of India)
A-13, SECTOR-1
NOIDA – 201 301 (U.P)

NO: IWAI/PR/BLDG/24/99 (Vol.III)

Date :

Issued to :

M/s.

Sub: AMC of Carrier make Window type (1.5 TR and 2.0 TR capacity), split type (1.5 TR, 2.00 TR and 3 TR capacity slim packaged body) air conditioners and voltage stabilizers (4 KVA, 5 KVA and 10 KVA capacity) installed at IWAI office cum R&D complex, A-13, Sector-1, Noida.

Sir,

Inland Waterways Authority of India is desirous of undertaking Annual Comprehensive Maintenance (AMC) work for the air conditioning equipments installed at the Authority's office at A-13, Sector-1, Noida through authorized service dealers of Carrier Aircon Ltd at Noida. Scope of work and other terms & conditions are enclosed. You are requested to please submit your bids in the enclosed format so as to reach this office latest by 3.00 PM on 25.6.2010

Yours faithfully

(Ravi Kant)
Dy. Director

BID DOCUMENT

FOR

**Annual comprehensive maintenance of
Carrier make Window type (1.5 TR and 2.0 TR capacity),
split type (1.5 TR, 2.00 TR and 3 TR capacity slim packaged body)
air conditioners and voltage stabilizers (4 KVA, 5 KVA and 10 KVA capacity)
installed at IWAI office cum R & D complex, A-13, Sector-1, Noida.**

JUNE, 2010

BID No.: IWAI/PR/BLDG/24/99 (VOL.III)



INLAND WATERWAYS AUTHORITY OF INDIA

A-13, SECTOR-1

NOIDA – 201 301 (U.P)

Phone No.: 0120-2544036, 2521704; Fax – 0120-2543973

FORM OF BID

To,

The Secretary
Inland Waterways Authority of India.
A-13, Sector-1,
Noida- 201 301 (U.P.)

Name of Work: Annual comprehensive maintenance of Carrier make Window type (1.5 TR and 2.0 TR capacity), split type (1.5 TR, 2.00 TR and 3 TR capacity slim packaged body) air conditioners and voltage stabilizers (4 KVA, 5 KVA and 10 KVA capacity) installed at IWAI office cum R&D complex, A-13, Sector-1, Noida.

1. Having visited the site and seen the air conditioners and stabilizers installed, examined the terms & conditions of bid document, Schedule of quantities for the sum as stated in Bill of quantities of this bid Document or such other sum as may be ascertained in accordance with the said conditions of contract.
2. I/We undertake to complete and deliver the whole of the works comprised in the Contract within the time as stated in the bid and also in accordance in all respects with the specifications, and instructions as mentioned in the bid documents.
3. I/We agree to abide by this bid. I/We agree to keep the bid open for a period of 90 days from the date of opening of price bids or extension thereto as required by the IWAI and not to make any modifications in its terms and conditions.
4. A sum or Rs..... (Rupees)
is hereby forwarded in the form of Demand Draft no.dated..... issued
by (name & branch of bank)
payable at as Earnest Money. I/We agree, if I/We fail to keep the validity
of the bid opens as aforesaid or I/We make any modifications in the terms and conditions of my /
our bid if I/We fail to execute agreement for works as above, I/We shall become liable for
forfeiture of my/ our Earnest Money, as aforesaid and IWAI shall without any prejudice to an
other right or remedy, be at the liberty to forfeit the said Earnest Money absolutely otherwise the
said earnest money shall be retained by him towards security deposit to execute all the works
referred to in the bid documents upon the terms and conditions contained or referred to therein
and to carry out such deviations as may be ordered. Should this bid be accepted, I/We agree to
abide by and fulfill all the terms and conditions and provision of this bid. No interest is payable
on earnest money deposit and/ or security deposit.
6. If this bid is accepted, I/We undertake to enter into execute at my/ our cost when called
upon by the employer to do so, a contract agreement in the prescribed form. Unless and until a
formal Agreement is prepared and executed this bid together with your written acceptance
thereto shall constitute a binding contract.
7. I/We that if my/ our bid is accepted, I/We and/ are to be jointly and severely responsible
for the due performance of the Contract.

8. I/We understand that you are not bound to accept the lowest or any bid you may receive and may reject all or any bid without assigning any reason.

9. I/We certify that the bid submitted by me, us is strictly in accordance with the terms, conditions, etc. as contained in the bid document, and it is further certified that it does not contain any deviation to the aforesaid documents.

10. I/We certify that all information, documents, statements provided by me with this bid are correct and there is no malafied, false, incorrect submission by me.

Date

Signature.....

Name

Designation

Duly authorized to sign & submit bid for an
on behalf of (Name and address of firm)

M/s

.....
.....

Telephone Nos.

FAX No.

Witness:

Signature

Name

Occupation

Address

.....

Telephone nos.

GENERAL RULES AND DIRECTIONS FOR THE GUIDANCE OF CONTRACTORS

Instruction for submission of Bid

- 1.0 All covering letters and information to be included in the bid shall be submitted alongwith the bid itself.
- 2.0 The bid should be submitted in a sealed envelope duly super scribing clearly the name of the work “**bid for Annual Maintenance Contract (AMC) for Air conditioners and Voltage Stabilizers**” and “**To be opened by the addressee only**” written prominently. The full name, postal address of the Bidder shall be written on the bottom left hand corner of the sealed envelope.
- 3.0 The bid shall be submitted alongwith the following documents.
Bid document duly completed and filled shall be submitted alongwith following:
 - a) Earnest Money Deposit (Demand Draft) of Rs. 7,000/-
 - b) Letter of authorized sales and / or service centre from M/s Carrier Aircon Ltd.
 - c) Description of the bidders work experience of similar nature during last three years alongwith documentary proof.
 - d) Document in the respect of sales tax / Trade tax registration / PAN and service tax number/registration.
 - e) Letter of Authority for signing and negotiation of bid.
 - f) Any additional information to be furnished by the bidder.
 - g) Schedule of prices duly filled in.
- 4.0 Bidders are advised to submit quotations strictly based on the terms and conditions contained in the documents and not to stipulate any deviation.
- 5.0 IWAI reserves the right to reject any or all bids without assigning any reasons.
- 6.0 Bids received after the stipulated last date and time for receipt of bids due to any reason whatsoever will not be considered.
- 7.0 The bid can only be submitted in the name of the bidder in whose name the bid documents are issued by IWAI.
- 8.0 Any annotation or accompanying documentation in the bid shall be in Hindi or English Language only and in metric system. Bid filled in any other language will be summarily rejected.
- 9.0 Bidder shall sign their proposal with the exact name of the firm to whom the bid document has been issued. The bid shall be duly signed and sealed by an authorized person of the bidders’ organization as following:
 - a) If the bid is submitted by an individual, it shall be signed by the Proprietor above his full name of his firm with current business address.
 - b) If the bid is submitted by the proprietary firm, it shall be signed by the proprietor above his full name and full name of his firm with current business address.

- c) If the bid is submitted by a partnership firm, it shall be signed by all the partners of the firm above their full names and current business, or by a partner holding the power of attorney. A certified copy of the partnership deed and current business address of all the partners of the firm shall also accompany the bid alongwith the Power for signing of Bid.
 - d) If the bid is submitted by a limited company or a limited Corporation, It shall be signed by a duly authorized person holding the power of attorney for signing the bid in which case a certified copy of the power of attorney shall accompany the bid. Such limited company or corporation may be required to furnish satisfactory evidence i.e. certificate of incorporation of the limited company or corporation under Indian Companies Act, 1956.
- 10.0 Bidders shall clearly indicate their legal constitution and the person signing the bid shall state his capacity and also the source of his ability to bind the bidder. The power of attorney or authorization or any other document constituting adequate proof of the ability of the signatory to bind the bidder shall be annexed to the bid. The owner may reject outright any bid unsupported by inadequate proof of the signatory's authority.
- 11.0 The bid document shall be completed in all respects and shall be submitted together with the requisite information and appendices. They shall be completed and free from ambiguity, change or inter-lineation.
- 12.0 If the space in the bid form or in the Appendices thereto is insufficient, additional pages shall be separately added. These pages shall be page numbered & signed by the Bidder.
- 13.0 Bidder shall set their quotation in firm figures and without qualification. Each figure stated should also be repeated in words and in the event of any discrepancy between the amounts stated in figures and words, the amount quoted in words shall be deemed the correct amount. Bid containing qualifying expressions such as "subject to minimum acceptance" of "subject to availability of material / equipment" etc. is liable to be rejected.
- 14.0 IWAI shall have a unqualified option under the said bid bond to forfeit the EMD in the event of Bidder failing to keep the bid valid upto the date specified or refusing to accept work or carry it out in accordance with the bid if the IWAI decides to award the work to the Bidder.
- 15.0 In case if at any time during the bid evaluation the documents, statements, etc given along with the bids are found to be false, incorrect or if facts are concealed, IWAI shall also have option for rejecting such bids and forfeit the EMD of the bidder and prohibit/bar such bidder for future participation in bids of IWAI.
- 16.0 In case if the documents, statements, etc given along with the bids are found to be false, incorrect after the award of work, IWAI shall also forfeit the EMD, Security money and due payments of the successful bidders and prohibit/ bar such bidder for future participation in bids of IWAI.

- 17.0 IWAI shall, however, release the EMD in respect of unsuccessful bidders within 30 (thirty) days of placement of order to successful bidder. EMD of successful bidder will be converted into security refundable deposit. In case of any breach of contract, EMD will be forfeited.
- 18.0 The firm whose bid (s) may be accepted (herein after called the (contractor) shall permit IWAI at the time of making any payment to him under the contract to deduct such sum as long with the sum already deposited as EMD will amount to 10% of the total cost of the work. such deduction to be held by IWAI by way of security deposit. No interest shall be payable on security deposit or earnest money deposit.

DEFINITIONS

1. The **Contract** means the documents forming the bid and acceptance thereof and the formal agreement executed between the competent authority on behalf of the Chairman, Inland Waterways Authority of India and the Contractor, together within the documents referred to therein including these conditions, the specifications, and instructions, issued from time to time by Secretary, IWAI or his authorized representative and all these documents taken together shall be deemed to form one contract and shall be complementary to one another.

2. In the contract, the following expressions shall, unless the context otherwise required have the meaning, hereby respectively assigned to them:
 - i) The expression **work** or works shall unless there be something either in the subject or context repugnant to such constructions be construed and taken to mean the works by or by virtue of the contract contracted to be executed wither temporary or permanent, and whether original offered substituted or additional.

 - ii) The **Contractor** shall mean the individual, firm or company, whether incorporated or not, undertaking the works and shall include the legal personal representative of such individual or the persons composing such firm or company, or the successors of such firms or company and the permitted assignees of such individual, firm or company.

 - iii) The **Employer** means the Chairman, Inland Waterways Authority of India and his successors.

 - iv) The **Officer-in-Charge** means the Officer who shall supervise and be in charge of the work and who shall sign the contract on behalf of the Employer.

 - v) **Authorised representative** shall mean any officer of the Authority nominated by the inspecting works, issue instructions and other related works.

 - vi) **IWAI/Authority/Department/Owner** shall mean the Inland Waterways Authority of India, which is inviting bid on behalf of the Chairman, IWAI.

 - vii) **Bid value** means the value of the entire work as stipulated in the letter of award.

 - viii) **Day** means one calendar day on the month

 - ix) **Months** means one calendar month of the year

TERMS AND CONDITIONS

A. SCOPE OF WORK

- 1) Comprehensive Maintenance of “Carrier” make Window type (1.5 TR and 2.0 TR capacity), split type (1.5 TR, 2.00 TR and 3 TR capacity slim packaged body) air conditioners and voltage stabilizers (4 KVA, 5 KVA and 10 KVA capacity) installed at IWAI office cum R&D complex, A-13, Sector-1, Noida.
- 2) Routine maintenance/ monthly scheduled maintenance for all air conditioners and stabilizers.
- 3) Manpower required / engaged for inspection, service or repair shall be provided under the AMC.
- 4) All piping i.e. refrigerant, suction and drain is to be maintained and any damage is to be repaired and if necessary replaced under this AMC.
- 5) Top up and refilling of gas and leakage checking with nitrogen is included in the scope of work.
- 6) Any breakdown call shall be attended to within 24 hours and major fault i.e. breakdown of compressor, leakage of gas, etc. shall be rectified and air conditioner shall be made functional within 72 hours.
- 7) All costs / price towards labour, spare parts, gases, transportation, taxes are included within the scope of work.

B. GENERAL CONDITIONS

- 1) The price is inclusive of all taxes, levies cess, octroi, Sales Tax, trade Tax, work contract tax or any other tax which is payable to the Central /State Govt. directly or indirectly during the execution of the work. This order is being issued as a work contract and hence no tax is payable separately by IWAI on this account.
- 2) Service Tax shall be payable separately on actual basis as per rules.
- 3) The contractor shall pay not less than fair wage to labourers engaged by him on the work.
- 4) Explanation “fair wages” means wages whether for time of place work notified at the time of inviting bids for the work and.
- 5) The contract shall not be sub-let without the written permission of the Officer-in-Charge.

- 6) Subject to the aforesaid the provisions of the Arbitration Act, 1940 or any statutory modification or re-effacement thereof and the rules made there under and for time being in force shall apply to the arbitration proceedings under this clause.
- 7) It is a term of the contract that the party invoking arbitration shall specify the disputes or disputes to be referred to arbitration under this clause together with the amount or amounts claimed in respect of such dispute.
 - i. The arbitrator/s shall make such inquiries and shall call upon such evidence as he may deem fit.
 - ii. The arbitrator/s may call upon the parties for their personnel appearance before him on the date fixed by him at the specified time and place.
 - iii. That in case of non-appearance of either of the parties the arbitrator/s shall proceed ex-parte.
 - iv. The decision of the arbitrator/s shall be binding on the parties, their legal representatives, successors and heirs.
- 8) In case of breach of contract by the contractor, IWAI may withheld the payment and/or security deposit of contractor and take suitable action to terminate the contract.
- 9) Without prejudice to any of the right or remedies under this contract, if the contractor dies the Officer-in-Charge on behalf of the Chairman, IWAI shall have the option of terminating the contract without compensation of the contractor.

C. SPECIAL CONDITIONS

- 1) Only Carrier make or authorized genuine spare parts/ components are to be used for maintenance of air conditioners.
- 2) Only good and genuine spare parts/components as per manufacture's specification are to be used for maintenance of voltage stabilizers.
- 3) The firm shall follow the instructions given by the Officer-in-Charge, IWAI which will be final and binding on the firm.
- 4) No forms regarding sales tax, trade tax, entry permit in state or any other exemption etc. will be supplied by IWAI.
- 5) All labours, materials, spares, tool, plants, machinery, equipments and other things required for execution for work shall be arranged by the contractor at his own cost.
- 6) All arrangement for establishment, permits, license, appropriate vehicles for transportation etc. shall have to be made by the contractor at his own cost and nothing extra on this account shall be paid.

- 7) The cost associated with preparation and submission of bid shall be borne by the bidder. The cost of stamp duties etc. required in connection with contract agreement shall be borne by the bidder.
- 8) Office-in-Charge may issue instructions to the contractor, which may be necessary for the Contractor to perform his obligations under the Contract.
- 9) The Contractor shall be deemed to have satisfied himself as to the correctness and sufficiency of the contract price. The Contract Price covers all the contractor's obligations under the Contract and all things necessary for proper maintenance of Air conditioners.

D. PAYMENT TERMS

Payment shall be made as following on submission of bill duly deducting statutory taxes i.e. TDS etc.

- (i) 50% of the total contract value shall be made after signing of agreement, of which 10% (including EMD) shall be deducted as security deposit.
- (ii) 40% payment of the total contract value will be made after 6 months
- (iii) Balance 10% payment of the total contract value will be made after successful completion of this annual maintenance of contract.

E. FORCE MAJURE.

- 1) At any time during the continuance of this contract, it becomes impossible by reason of war, warlike operation, strikes, riots, civil commotion, epidemical sickness, earthquake, fire, storm or floods, you shall; during the continuance of such calamities be not bound to execute the contract provided always that the work shall be resumed immediately on the cessation or otherwise termination of the calamity and your obligations under carious clauses of this contract shall continue to be in force and time necessary for the fulfillment of your obligation shall be extended correspondingly to the period for which the calamity lasted.
- 2) Non availability of power due to any reason shall not constituted force majeure.
- 3) Contractor shall inform the Officer-in-Charge by fax, followed by confirmation by registered post, with appropriate documentation in support of the beginning and end of the force majeure conditions as per clause stated above.

SCHEDULE OF PRICE

S.N.	Description	Unit	Qty	Rate per unit (Rs.)	Amount (Rs.)
1.	Comprehensive maintenance of Carrier make split type air conditioners installed at IWAI office cum R&D complex which includes indoor, outdoor units, refrigerant piping, suction type, drain pipe and heat insulation of pipes for proper functioning of air conditioners in all respects. The cost are inclusive of the cost of all necessary parts/ components, wires, motors, compressors and refrigerant gas, etc. complete.				
(a)	Split AC 1.5 TR (Carrier DGS&D model 51 MSA 018 B with 42 DN 018)	Nos.	9		
(b)	Split AC 2.0 TR (Carrier DGS&D model 51 MSA 024 with 42 DN 024)	Nos.	18		
(c)	Split AC 1.5 TR (K-series Hi-wall)	Nos.	14		
(d)	Split AC 2.0 TR (K- series Hi-wall)	Nos.	19		
2.	Comprehensive maintenance of Carrier make Window type air Conditioners installed at IWAI office cum R&D complex which includes cost of necessary parts/components wires and refrigerant gas etc. complete in all respects:				
(a)	Window A/C 2.0 TR (St. Mortiz)	Nos.	2		
(b)	Window A/C 1.5 TR (Ultra Window type)	Nos.	4		
(c)	Window A/C 2.0 TR (Ultra Window type)	No.	1		

S.N.	Description	Unit	Qty	Rate per unit (Rs.)	Amount (Rs.)
3.	Comprehensive maintenance of Carrier make slim packaged body controlled split type air conditioners installed at IWAI office cum R&D complex which include indoor, outdoor units refrigerant piping, suction pipe, drain pipe and heat insulation of pipe for proper functioning of air conditioners in all respects. The cost are inclusive of the cost of necessary parts/components wires and refrigerant gas etc.				
(a)	Slim pack 3.0 TR split AC Carrier make body control	No.	1		
4.	Comprehensive maintenance of voltage stabilizers installed at IWAI office cum R&D complex which includes cost of necessary parts/ components and wires etc complete in all respects:				
(a)	4 KVA voltage stabilizers suitable for 1.5 TR split/ window air conditioner (Shilpa and Transtel make)	Nos.	27		
(b)	5 KVA Voltage stabilizers suitable for 2.0 TR Split/window air conditioner (Shilpa and Transtel make)	Nos.	40		
(c)	10 KVA voltage stabilizers suitable for 3.0 TR slim pack split air conditioner (Indo make)	No.	1		

TOTAL (in words) :

Date:

(SIGNATURE)

TELEPHONE :

NAME:

FAX :

DESIGNATION:

NAME OF FIRM & ADDRESS