

BIHAR INDUSTRIAL AREA DEVELOPEMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800004

Phones : 0612-2675998, 2675991

N.I.T. FOR REPAIR & COMPREHENSIVE ANNUAL MAINTENANCE SERVICES OF AIR CONDITIONERS

Short Tender Notice

Sealed tenders are invited from reputed registered agencies under "Two-bid" system- Technical Bid and Financial Bid to Repair & provide Comprehensive Annual Maintenance Services of 8 numbers of 7.5 Ton Voltas make Ductable Air Conditioners, two numbers of 3 Ton Casset AC and two number of 2 Ton Casset AC of the Bihar Industrial Area Development Authority hereinafter called BIADA.

Detailed information of the Tender Document can be seen & downloaded from the BIADA website **www.biadabihar.in**. The bidder has to submit non-refundable tender processing fee of 1000/- (Rupees One Thousand only) through a demand draft in favour of Bihar Industrial Area Development Authority payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be dropped in Tender Box by **3:00 p.m. on 30.03.2016** . Technical bid will be opened on **30.03.2016 at 4:00 p.m.** at Conference Hall, BIADA, Patna. The tenders received late or tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The BIADA reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the BIADA before rendering its services.

Secretary

BIHAR INDUSTRIAL AREA DEVELOPEMENT AUTHORITY

1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna - 800004

Phones : 0612-2675998, 2675991

TENDER FOR REPAIR & COMPREHENSIVE ANNUAL MAINTENANCE SERVICES OF AIR CONDITIONERS

II. ELIGIBILITY CRITERIA

Sealed tenders are invited from reputed registered agencies under "Two-bid" system-i.e Technical Bid and Financial Bid to provide Comprehensive Annual Maintenance Services of 8 numbers of 7.5 Ton Voltas make Ductable Air Conditioners, two numbers of 3 Ton Casset AC and two number of 2 Ton Casset AC of the Bihar Industrial Area Development Authority hereinafter called BIADA.

Detailed information of the Tender Document can be seen & downloaded from the BIADA website www.biadabihar.in. The bidder has to submit non-refundable tender processing fee of 1000/- (Rupees One Thousand only) through a demand draft in favour of Bihar Industrial Area Development Authority payable at Patna along with the Technical Bid. Tender Document complete in all respects in a sealed envelope to be dropped in Tender Box by **3:00 p.m. on 30.03.2016**. Technical bid will be opened on **30.03.2016 at 4:00 p.m.** at Conference Hall, BIADA, Patna. The tenders received late or tenders without Processing Fee/Conditional tenders/Incomplete Tenders in any respect would be rejected. The BIADA reserves the right to accept or reject any or all tenders without assigning any reason. The finalized bidder will have to enter into a legal contract/agreement with the BIADA before rendering its services.

Technical bid envelop should contain the following:-

1. The Bidder must be a legally constituted Proprietary firm/Partnership firm/Limited Company/Corporate Body, who possess the required licenses, authorization, registrations etc., as per law valid at the time of opening of tender.
2. The Bidder should be authorized service centre / authorized channel partner/authorized associate of Voltas / carrier / LG Brand. Proof of authorisation should be enclosed with technical bid.
3. The Bidder shall have an experience of Air Conditioners services for at least 3 years supported by document justifying such experience.
4. Financial Turnover during the last 3 years ending 31st March 2015 should be at least Rs. five Lakh in any one year. The bidder has to enclose balance sheet in this regard.
5. There should be no case pending with the police/court against the Proprietor/Firm/Partner or the Company (Bidder). Self undertaking in this regard should be provided.
6. The Bidder shall have the following Registrations and details of the same be provided in the Technical Bid:
 - (i) Registration certificate of company / firm
 - (ii) Service Tax Registration
 - (iii) PAN
 - (iv) Registration under Shop and Establishment Act.
7. Income tax return for the last 3 years.

8. Self undertaking to be provided by the service provider regarding information submitted in the bid is correct and true to his knowledge & belief, if found false in future also, contract may be liable to be terminated unilaterally.

Note: Proof in support must be enclosed for above eligibility criteria.

III. PROCEDURE

1. Tender Bids should be placed in a properly sealed envelope addressed to **The Secretary, Bihar Industrial Area Development Authority, 1st Floor, Udyog Bhawan, East Gandhi Maidan, Patna-800004.**

Technical bid along with Tender processing Fee be **put up in a separate envelope** and the Financial Bid should be **put in separate sealed another envelope**, clearly indicating "TECHNICAL BID" and "FINANCIAL BID" with the details of the Bidder. Both sealed Technical & Financial Bid's envelopes should be **put in one envelope and must be super scribed "Tender for Comprehensive maintenance Service of Air Conditioners"** with the name, address & phone nos. of the Bidder. The tender must be dropped in Tender Box of BIADA on the date & up to the time mentioned in the tender notice and the technical bid will be opened in Conference Hall, BIADA on the day and time specified for the same in the presence of Bidders or their authorized representatives.

2. The Bidder shall inspect / examine of all 8 numbers of 7.5 Ton Voltas make Ductable Air Conditioners, two numbers of 3 Ton Casset AC and two number of 2 Ton Casset AC before quoting the rates. No compensation on account of any difficulties will be entertained at a later date after award of works.
3. That the technical bid shall be opened first and only the eligible bidders selected by Tender Committee shall participate in the financial bid which shall be opened on the date further fixed by the Tender Committee.
4. In Financial Bid repairing amount & AMC amount should be mentioned separately. Rates against AMC should be mentioned on the basis of per unit of 7.5 Ton Ductable AC and 2 ton/ 3 ton Casset AC in Annexure II.
5. In case the Bid being submitted by a firm, it must be signed separately by each partner thereof or in the event of the absence of any partner, it must be signed on his behalf by a person holding a power of attorney authorizing him to do so or in the case of a company, the tender be signed in the manner laid down in the said Company's Article of the Association. The signatures on the tenders will be deemed to be the authorized signatures.
6. **An Index page showing contents/annexure & page no. should be annexed first followed by relevant documents with proper page numbering & signed by the owner of the firm or his Authorized Signatory** as token of acceptance of Terms & Conditions. In case the tenders are signed by the Authorized signatory, a copy of the power of attorney/ authorization may be enclosed along with tender.
7. The bidder must ensure that the conditions laid down for submissions of offers are complete and correctly filled. The rates and units shall not be overwritten and shall be in both i.e. figures and words.
8. In case two or more agencies are found to have quoted the same rates, the Tender Committee shall recommend about the Bidder to which the offer shall be granted based on the basis of lottery. The decision of the Managing Director, BIADA shall be final.
9. Any changes with respect to this tender will be notified through website www.biadabihar.in only.

10. BIADA reserves the right to accept or reject any or all the tenders without assigning any reason.
11. It shall be ensured that every page of Tender document is duly numbered and signed with seal of the bidder without any cutting and over writing.

IV. TERMS AND CONDITIONS

1. The bidder must provide information about his Agency as per **Annexure-I** i.e., Technical Bid and as per **Annexure -II** -i.e., Financial Bid
2. On acceptance of the tender, the Bidder shall deposit Performance Security in the form of Demand Draft of Rs. 30,000/- (Thirty Thousand) only in favour of Bihar Industrial Area Development Authority , Patna within 07 days of the award of the contract which will be refundable without interest after completion of the contract.
3. The performance security amount shall be released without interest after two month of completion of contract period only after being satisfied of the successful completion of the contract. In case any complain, the security deposit shall be discharged only after adjusting all dues.
4. If the successful bidder fails to perform the commencement of the contract within the specified time period, the security amount deposited by the bidder will be forfeited
5. Each unit of ACs will be provided atleast four routine services in a year.
6. The routine service will cover the following
 - a) Checking operational performance parameters of machine
 - b) Cleaning of blower, condenser fan, air filter, evaporator coil, condenser coil and other parts
7. The air filter of the each unit must be cleaned regularly (atleast once in a fortnight basis)
8. Amount of AMC will be paid in four instalments of three months each.
9. BIADA has right to award the work to One or more than one agency and in this regard decision of Managing Director of BIADA will be final and binding.
10. The agency shall assign the job of Servicing and Maintenance of ACs to qualified, expert persons and also assume full responsibility for the safety and security of man and machine. BIADA have no direct or indirect liability arising out of any negligence/ Accident which is also an offence under any section of IPC or any other statute and any loss caused to the property of BIADA have to be suitably compensated by the agency.
11. In the event of break down / not working of any unit of AC due to any reason, if not repaired by the concerned agency without stipulated time BIADA is free to do the repair job by any other source / agency and amount of repairing will be deducted from the agency bill/ performance security amount. If required to replace any part of AC or filling the gas agency should do it immediately and no extra payment will be made.
12. Agency will remain in constant touch with concerned officer of BIADA for better understanding and effective work.
13. **In the event of break down or not working of any AC due to any reason whatsoever Urgent requisition may be made on telephone which shall have to be complied by the agency immediately within hour as per need otherwise penalty should be imposed as per para 24 (b).**
14. Agency is bound to provide Comprehensive Maintenance services throughout the year .

15. Under no Circumstances agency is entitled to claim any charges over and above the charges prescribed in the terms of this contract.
16. On each working day, agency will inspect all the ACs and its working and cooling machinery / system.
17. TDS and other taxes as applicable will be deducted from agency bill as per government instruction from time to time
18. The service tax (if claimed by the agency) will be reimbursed only after submission of proof of payment of service tax
19. The period of agreement will be initial for one year from the date of agreement and it may be extended for another one year depending upon satisfactory performance. During the period of agreement quoted rate will not be changed.
20. The decision of Managing Director, BIADA in regard to interpretation of the Terms & Conditions and the Agreement shall be final and binding on the Agency.
21. An agreement shall be signed with the designated/authorised person of the successful agency.
22. The Managing Director, BIADA shall be the sole authority to decide and judge the quality of the service rendered by the Agency and all other matters and his decision shall be final and binding.
23. **Termination:** The Contract may be terminated by giving one month prior notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Contractor being declared insolvent by competent court of law.If agency willing to rescind this contract, a two months notice in advance should be produced by the agency.
During the notice period for termination of the contract in the situation contemplated above, the agency shall keep on discharging his duties till the expiry of notice period.
24. **Penalty**
 - a. In case of pre mature termination of the contract due to any of the clauses of Termination the security amount shall be forfeited.
 - b. If agency fails to comply satisfactory services penalty can be impose upto 10% of the amount of the particular bill and in this regard decision of the Managing Director of the BIADA will be final
25. **Arbitration:** In case of any dispute or differences arising on terms and conditions, the same shall be settled by reference to arbitration by the Sole Arbitrator to be appointed by Managing Director, BIADA.
26. **Jurisdiction:** In case of any dispute, the jurisdiction shall be the Court at Patna only.

Read and accepted

(Full Name, Signature & Stamp of the Bidder)

ANNEXURE-I

(To be submitted on Letter Head of the Registered Agency)

TECHNICAL BID

**PERFORMA FOR REPAIR & COMPREHENSIVE ANNUAL MAINTENANCE SERVICES OF AIR
CONDITIONERS**

Technical Bid should indicate following information along with the Self-attested photocopies of supporting documents:

1. Name of Firm/Agency: _____
2. Registered address: _____

3. Branch Address, if any _____

4. Phone/Fax No. _____
5. Email Address: _____
6. Type of Organization: _____
(Whether sole proprietorship/partnership/society/
Private Limited for Cooperative body etc. attach proof)
7. Name of Proprietor/Partners/
Directors of the Organization/Firm. _____

<u>Payment Details</u>	
DD No.	_____
Date	_____
Amount	_____
Bank	_____

Sl. No.	Documentary Proof of	Registration No. with Date & validity up to	Proof Attached (If Yes then Page no.)
1	Proof of incorporation/Proof of registration		
2	Proof of Authorization of concern Brand company		
3	Work experience certificate		
4	Financial turnover (last 3 years)		
5	Self undertaking that no case pending with police / court		
6	Service tax registration		
7	PAN Number		
8	Income tax return for the last three years		
9	Registration under Shop and Establishment Act.		
10	Self undertaking attached regarding information submitted is correct		
11	Any other relevant information		

Name and signature of the bidder along with seal

ANNEXURE-II

(To be submitted on Letter Head of the Registered Agency)

FINANCIAL BID

Performa for Scheduled Rate for Repair & Providing Comprehensive Annual Maintenance Services of Air Conditioners

Particulars	Rate Per Unit	Total Annual Cost
Voltas make 7.5 Ton Ductable Air Conditions (8 Numbers)		
Two numbers 3 Ton Casset AC		
Two number 2 Ton Casset AC		
For Repair of AC		

Note : Non-adherence to these stipulated condition may lead to non- conditions of the bid at all.

Name and signature of the bidder along with seal

(On 1000/- Non-Judicial Stamp Paper to be signed by the finalized bidder, before rendering services to the BIADA)

CONTRACT AGREEMENT

This agreement is made on between Bihar Industrial Area Development Authority, Patna (Hereinafter called BIADA which expression shall unless excluded by repugnant to context, include his successors and assignees) and (Hereinafter called the Agency which expression shall unless excluded by or repugnant to context, include his successors and assignees) on the other part. The agreement shall remain valid from..... to.....

1. Whereas BIADA has invited tender providing for Comprehensive Maintenance Services of 8 numbers of 7.5 Ton Voltas make Ductable Air Conditioners, two number of 3 ton Casset AC and two number of 2 ton Casset AC .
2. The contract period shall be initially for a period of..... with effect from.....to..... which can be extended on satisfactory performance and mutual consent of both the parties for the additional period.
3. It shall be the sole responsibility of the Agency to ensure effective services and if there is any loss/damage during the duties, the same shall be recovered from the agency.
4. The Agency will take all steps as required under law in case of any loss or other contingency in consultation with the BIADA.
5. The Agency has to furnish a Performance Security of..... (Rupees.....only) in shape of DD No. in favour of Bihar Industrial Area Development Authority, payable Patna which shall carry no interest.
6. That in case of any dispute arising between the parties with respect to the contract, interpretation of the terms or any claim whatsoever, the Managing Director, BIADA or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The Agency shall have no objection to the designated Arbitrator or any other person appointed as arbitrator by him. The place of arbitration proceedings shall be solely at Patna.
7. The Agency shall not sub-let this contract of these services to any other agency or individual(s).
8. The Contract amount of this work is as per the rate approved.
9. The Agency will be responsible for compliance of various statutory obligations as per Law.
10. The Agency shall maintain absolute security with regard to all the matter that comes to his knowledge by virtue of this contract.
11. The responsibility for implementing the instructions/ guidelines for working on National holidays and Sundays would be of the Agency.
12. It is clearly understood by both the parties that this agreement is a commercial agreement and not one is creating any employment.
13. Any loss due to negligence, if proved will be compensated by the Agency.
14. The agency shall assign the job of Servicing and Maintenance of ACs to qualified, expert persons and also assume full responsibility for the safety and security of man and machine. BIADA have no direct or indirect liability arising out of any negligence/ Accident which is also an offence under any section of IPC or any

other statute and any loss caused to the property of BIADA have to be suitably compensated by the agency.

17. Decision of BIADA in regard to interpretation of the Terms and Conditions and the Contract Agreement shall be final and binding on the Agency.
18. That in case of any loss being suffered by BIADA or the violation of the terms and conditions of contract; the BIADA shall have right to deduct all claims against Agency and BIADA shall have right to forfeit and deduct the claim amount from the security amount partly or entirely as per the claim.
19. That in case if the Agency withdraws from the contract within the period of contract, the BIADA shall forfeit the security amount without any refund.
20. **Termination:** The Contract may be terminated by giving one months notice, in case the agency:
 - a. Assigns or sub-contracts any of this service.
 - b. Violation/contravention of any of the terms and conditions mentioned herein.
 - c. Does not improve the performance of the services in spite of instructions.
 - d. Any violation of instruction/agreement or suppression of facts.
 - e. Agency being declared insolvent by competent court of law.

If agency willing to exit this contract, a two months notice in advance should be produced by the agency.

21. Penalty:

- a. In case of pre mature termination of the contract due to any of the clauses of **Termination** the security amount shall be forfeited.
- b. If agency fail to comply satisfactory services penalty can be imposed upto 10 % of the amount of the particular bill and this regard decision of the Managing Director of the BIADA will be final & binding.

22. Arbitration: In case of any dispute or differences rising on terms and condition, the same shall be settled by reference to arbitration by sole Arbitrator to be appointed by Managing Director, BIADA.

23. Jurisdiction: In case of any dispute, the jurisdiction shall be the Court at Patna only.

THIS WITNESS WHEREOF both the parties have subscribed their respective hands with their seal in PATNA in the presence of the witness:

For BIADA, Patna

For(Agency)

Witness:

Witness:

1.

1.

2.

2.