



**Expression of Interest
For**

**Annual Maintenance Contract of Air Conditioners of various types and
Tonnage existing**

At

**Manikanchan Special Economic Zone
Block – Cn1, Sector V, Salt Lake City
Kolkata 700 091.**

Promoted by

West Bengal Industrial Development Corporation Ltd.

EOI No. : WBIDC/IP/MK/AMC/AC

Tender Issue Date : 13/06/2016

Pre-bid meeting Date : 20/06/2016

Tender submission Date : 27/06/2016

June, 2016.

**West Bengal Industrial Development Corporation Limited
23, Abanindranath Thakur Sarani, Kolkata 700 017**



1. WBIDC invites sealed **Expression of Interest (EOI)** from resourceful, experienced reputed and licensed Agencies/Contractors for Comprehensive A.M.C. for Air-conditioning Systems at Manikanchan Special Economic Zone, Block – CN1, Sector V, Salt Lake City, Kolkata-700 091.

The scope of work is as follows:

- a) Diagnose the faults and rectify the defect detected, within 24 hours.
 - b) Repair/replace the faulty parts etc. of the Air Conditioner, within 24 hours.
 - c) Carry out the periodical (once in three months) preventive maintenance.
 - d) No spares, consumable or any other items will be supplied by WBIDC.
2. **Eligibility Criteria :** To qualify technically in the EOI, each bidder should have the following criteria :
 - a) The tenderer should be an Authorized service provider or Original Equipment Manufacturers for at least one of the reputed Brands of air conditioners namely Carrier, Voltas, Blue Star, L.G, Lloyds, Toshiba, Daikin etc. However they should have requisite expertise in servicing and maintenance of other Brands of Air Conditioners also. **A copy of Certificate/ Authorization letter issued by the company to the tenderer for being Authorized service provider is to be submitted.**
 - b) The Bidder should be a registered dealer/Firm who can maintain the air-conditioning systems and supply spares, under One Year Contract basis.
 - c) The bidder should have successfully completed at least one similar type of works during last three years.
 - d) The bidder should have sufficient technical experts for the said work.

Each bidder must Submit:

- (i) The P/L & Balance Sheet of the last three years (2015-16 , 2014-15, 2013-14) ;
 - (ii) An affidavit that the information furnished with the EOI documents is correct in all respects;
 - (iii) PAN Card Xerox copy.
 - (iv) Power of Attorney in favour of the authorized representative signing the EOI.
 - (v) An affidavit that the information furnished with the bid documents is correct in all respects.
3. WBIDC reserves the right to accept or reject any or all quotations without assigning any reasons thereof and is not bound to award work to the lowest bidder.
 4. Selection will be made based on particulars and documents furnished by the applicant as required and satisfactory verification carried out by WBIDC. If any information furnished by the applicant is found incorrect at a later stage they shall be liable to be debarred from tendering & taking up the work. WBIDC reserves the right to verify the particulars furnished by the applicant independently. Any form of canvassing shall be deemed as reason for disqualification.

5. SPECIFICATION :

Details of the Air Conditioning Systems are given below:

Details of Split AC, Window AC and Cassette AC				
Sl. No.	Location	Description	Ton	Quantity
1	DC's Chamber	Window AC	2 TR	2 Nos.



Details of Split AC, Window AC and Cassette AC				
Sl. No.	Location	Description	Ton	Quantity
2	ADC's Chamber	Window AC	1.5 TR	1 No
3	Server Room	Window AC	1.0 TR	2 Nos.
4	Conference Room	Cassette Ac	2.0 TR	2 Nos.
5	Common Area	Cassette Ac	2.5 TR	2 Nos.
6	Common Area	Window AC	2.0 TR	2 Nos.
7	Supdt. Chamber	Window AC	1.0 TR & 1.5 TR	2 Nos.
8	Supdt. Chamber	Window AC	1.5 TR	1 No
9	Supdt. Chamber	Window AC	1.5 TR	2 Nos.
10	Store Room	Split AC	1.5 TR	1 No
11	Common Area	Split AC	1.0 TR	1 No
12	Common Area	Cassette Ac	2.5 TR	1 No

6. INSTRUCTIONS TO THE TENDERERS :

EARNEST MONEY DEPOSIT (E.M.D.)

- a) The amount of earnest money deposit (EMD) shall be **Rs. 5000/- (Rupees Five Thousand Only)** in the form of DD, drawn in favour of **WEST BENGAL INDUSTRIAL DEVELOPMENT CORPORATION LIMITED** payable at **Kolkata**.
- No interest shall be payable by this Office on this amount.
 - Unsuccessful bidder's EMD will be returned as promptly as possible.
 - The successful bidder's EMD will be discharged upon the bidder signing the contract and furnishing the Performance Security.
 - If the bidder withdraws his bid after closure time of submission of tender OR

If the successful bidder fails to sign the contract and/or to furnish performance security, the EMD shall be forfeited.

- b) Tender Form should be complete in all respects. Incomplete tenders or tenders without E.M.D. shall be treated as invalid.
- c) Last date of submission of tender is 27.06.2016 at 2.00 pm.
- d) Date and time of opening of tender is 27.06.2016 at 3.00 pm.
- e) Each and every page of the tender documents should bear the stamp and signature of authorized representative. Forms enclosed should be filled in without exception. The tenderer should also enclose the latest Income Tax Return and proof of VAT / Works Contract Tax Registration wherever applicable.
- f) The rates for each and every item shall be quoted in figure and words. In case of any discrepancy in rates, the rates written in words shall prevail.
- g) The envelope containing tender documents should be sealed and bear the name of work, the name and address of the tenderer.
- h) The Competent Authority of WBIDC, reserves the right to accept or reject any or all



tenders, without assigning any reason.

- i) Conditional tenders are liable to be rejected.
- j) The tender for the work shall remain open for acceptance for a period of 90 days from the date of opening of tender.
- k) The instructions and general terms & conditions shall form a part of the contract document.
- l) The EMD of unsuccessful tenderers shall be refunded within one month after the award of work to the successful tenderer. The EMD amount shall earn no Interest.
- m) The successful Tenderers shall have to submit Security Deposit @ 5% of the total contract amount, in the form of furnishing of Bank Guarantee from a nationalized bank, which shall be valid beyond 60 days from the date of completion of the contract. The security deposit so held by this office shall not earn any interest. However, any amount due to WBIDC from the agency/contractor shall be recovered from the security deposit before release of the same. However, the said Security Deposit is liable to be forfeited in case the successful Tenderer fail to execute the contract satisfactorily.
- n) Rates quoted shall be firm and fixed and are inclusive of cost of manpower, material, machinery, tools and plant etc., all taxes (including service tax), duties and levies, insurance etc. no escalation of whatsoever nature shall be payable.

7. SUBMISSION OF BIDS :

- a) The contractor shall submit his tender only after carefully examining the whole of the tender documents and the condition of tender and of contract, scope of work, EMD, **copy of Certificate/ Authorization letter issued by the company to the tenderer for being Authorized service provider** etc. All the documents submitted (whether original or photocopy) in the bid must be legible and self-attested. Bidders are advised to inspect, examine the site and its surroundings and satisfy themselves before submitting their tenders.
- b) The Technical Bid and Financial Bid should be submitted in two separate envelopes clearly mentioned in Technical Bid' and 'Financial Bid'. The envelope marked as Technical Bid should contain Form-I, II, III, all necessary documents and DD on account of EMD.

The envelope marked as Financial Bid should contain Form-IV & V (Abstract of Cost) & Both these envelopes should be sealed must be kept inside a single third envelope and clearly super scribed as **“Tender for Comprehensive AMC for Air Conditioning systems at Manikanchan Special Economic Zone”** and addressed to -

Sri Ashis Chakraborty

Deputy General Manager (IP),

West Bengal Industrial Development Corporation Limited

"Protiti",

23, Abanindranath Tagore Sarani, (Camac Street)

Kolkata - 700017,

West Bengal, India.

- c) The envelope should be reached on the above address upto 14.00 Hrs. on 27.06.2016.
- d) Bids will be opened on 27.06.2016 at 3.00 PM in our office located at above address in presence of the bidders who choose to be present at the venue, date and time shown above.



8. GENERAL TERMS AND CONDITIONS :

- a) The Air conditioners shall be taken over by the contractor after recording the total number of plant and equipments and air-conditioners in each location and their make, model, running conditions etc. the same shall be maintained and run by the contractor for the contract period providing all required in puts including all operational staff and man power for repairing etc.
- b) After completion of maintenance period, the same shall be handed over back to WBIDC in the same condition in which they were taken over, no wear and tear will be accepted.
- c) The contractor shall provide following service on the rates quoted by him.
- d) Diagnose the faults and rectify the defect detected, within 24 hours.
- e) Repair/replace the faulty parts etc. of the Air Conditioner, within 24 hours.
- f) Carryout the periodical (once in three months) preventive maintenance.
- g) No spares, consumable or any other items will be supplied by WBIDC.
- h) Routine inspection, checking and servicing of all units every month. The service report shall be submitted to the Engineer in charge.
- i) Filters of A/C systems should also be cleaned regularly by the A/C serviceman/mechanic.
- j) Overhauling / repairing/ replacement of any parts as and when needed. The contractor will have to keep sufficient spare parts at site to reduce the breakdown period to minimum possible time.
- k) The contractor will use only genuine spare parts whatsoever required for replacement for proper maintenance and satisfactory performance of the units including required gas. All the materials/spares will be arranged/supplied by the contractor himself for which nothing extra than the rates quoted for comprehensive maintenance, will be payable to him.
- l) The contract includes all the work considered necessary to maintain the units in good working condition. The maintenance/ repair/ replacement of copper pipe/drain pipe/electrical cables connecting the outdoor units are also covered under the contract.
- m) The rates quoted by the contractor shall be firm and final and inclusive of all taxes and duties. Nothing shall be paid extra on account of traveling expenses, transportation of units (if so required) from site of work to workshop and back, any taxes and duties payable to various bodies etc.
- n) If any accident takes place at the site during the routine and preventive maintenance, it will be the responsibility of the contractor to indemnify the department of any losses arising out of such accidents/ losses theft etc.
- o) It should be ensured by the contractor that the entire Air Conditioning systems are working properly. If, any problem is not attended within 3hours or not rectified within 24 hours (whichever is applicable), the proportionate deduction will be made at **Rs.50/- per A/C** for every successive 8 hours will be deducted from source.
- p) Any damage caused to WBIDC Property or its personnel, due to the service provider's negligence, mishandling etc. shall be borne by the service provider. All Tender documents should invariably be signed by the bidder.
- q) No escalation of whatsoever nature shall be payable.

9. WBIDC'S RIGHT TO ACCEPT OR REJECT ANY OR ALL BIDS :

WBIDC reserves the right to accept or reject any bid, and to annul the bidding process and



reject all bids, at any time prior to award of contract without assigning any reason whatsoever and without thereby incurring any liability to the affected bidder or bidders on the grounds for WBIDC action.

10. ANY DEVIATION / IRRELEVANT SPECIFICATION IN THIS TENDER WILL NOT BE ACCEPTED.

Final decision of accepting or rejecting any / all bid(s) will be at the discretion of WBIDC.

11. CLARIFICATION OF BID DOCUMENTS BY WBIDC :

To assist in the examination, evaluation and comparison of bids WBIDC may, at its discretion ask the bidder for the clarification of its bid. The request for clarification and the response shall be in writing. However, no post bid clarification at the initiative of the bidder shall be entertained after opening of the tender.

12. PLACEMENT OF ORDER :

WBIDC shall consider placement of order on the bidder, whose offer has been found technically and financially acceptable. WBIDC has full right to place order fully or partially.

13. INSPECTION, TESTING, ACCEPTANCE :

All equipment on delivery is subjected to inspection and testing for compliance of the specification of the tender. The items not accepted during inspection / testing will be rejected and payment will not be made. Wherever necessary, the vendor will be required to render suitable support for testing.

14. DATE OF COMMENCEMENT :

The date of commencement of work will be mentioned in the Work Order. The comprehensive AMC of air-conditioning systems should be carried out at the following location.

15. PAYMENT TERMS :

No advance payment will be made. Quarterly payment will be released within 15 days against the bill/invoice raised.

16. CANCELLATION OF PURCHASE ORDER / CONTRACTOR:

WBIDC Pune reserves the right for cancellation of purchase order at any time with one month notice if the services are found unsatisfactory.

17. ARBITRATION :

The procedure for Arbitration will be as follows:

- a. In case of Dispute or difference arising between the Employer and the Contractor relating to any matter arising out of or connected with this agreement, such disputes or differences shall be settled in accordance with the Arbitration and Conciliation Act, 1996. The parties shall make efforts to agree on a sole arbitrator and only if such an attempt does not succeed, the Arbitral Tribunal consisting of 3 arbitrators one each to be appointed by the Employer and the Contractor and the third Arbitrator to be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator shall be considered. In case of failure of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator subsequently, the Presiding Arbitrator shall be appointed by the Council of Arbitration, New Delhi.
- b. The Arbitral Tribunal shall consist of three Arbitrators one each to be appointed by the Employer and the Contractor. The third Arbitrator shall be chosen by the two Arbitrators so appointed by the Parties to act as Presiding Arbitrator. In case of failure



of the two arbitrators appointed by the parties to reach upon a consensus within a period of 30 days from the appointment of the arbitrator subsequently, the Presiding

- c. Arbitrator shall be appointed by the Council of Arbitration, New Delhi. If one of the parties fails to appoint its arbitrator in pursuance of sub-clause a) and b) above within 30 days after receipt of notice of the appointment of its arbitrator by the other party, then the Council of Arbitration shall appoint the arbitrator. A certified copy of the order of the Council making such an appointment shall be furnished to each of the parties.
- d. Arbitration proceedings shall be held at Calcutta and the language of arbitration proceedings and that of all documents and communications between the parties shall be English.
- e. The decision of the majority of arbitrators shall be final and binding upon both parties. The cost and expenses of Arbitration proceedings will be paid as determined by the arbitral tribunal. However, the expenses incurred by each party in connection with the preparation, presentation etc. of its proceedings as also the fees and expenses to the arbitrator appointed by such party on its behalf shall be borne by each party itself.
- f. Performance under the contract shall continue during the arbitration proceedings and payments due to the contractor by the Employer shall not be withheld, unless they are the subject matter of the arbitration proceedings.



DIFFERENT FORMS INCLUDING FORM OF BID

Draft Contract Agreement

THIS AGREEMENT (“Contract Agreement”) is made on the _____ day of, 2016 at Kolkata.

BETWEEN:

West Bengal Industrial Development Corporation Limited, (Govt. of West Bengal undertaking), (hereinafter referred to as “WBIDC”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office and assigns) of One Part

AND

..... LIMITED, a company incorporated under the provisions of the Companies Act, 1956 and having its registered office at (hereinafter referred to as the “Contractor”) which expression shall, unless it be repugnant to the context or meaning thereof, include its administrators, successors in office) of the Other Part.

Whereas the WBIDC has invited EOI, EOI Reference No. : WBIDC/IP/MK/AMC/AC for the work “Annual Maintenance Contract of Air Conditioners of various types and Tonnage existing at Manikanchan Special Economic Zone, Block – Cn1, Sector V, Salt Lake City Kolkata 700 091.

AND WHEREAS the Contractor in Pursuant to that advertisement has participated in the tender process and thus become a successful bidder accordingly and has agreed to execute upon and subject to the conditions set forth herein and Schedule of items and quantities, General Conditions of Contract, Special Conditions of Contract including all other conditions as mentioned in the tender document, specifications and all correspondence exchanged by or between the parties from the submission of tender till the award of work, both letters inclusive, (all of which are collectively hereinafter referred to as “the said conditions”) the work shown upon the said drawings and/or described in the said specification and included in the schedule of items and quantities at the respective rates therein set forth amounting to the sum of Rs..... (Rupees.....only) as therein arrived at or such other sum as shall become payable there under (Hereinafter referred to as “the said Contract amount”)

NOW IT IS HEREBY AGREED AS FOLLOWS:

1. In consideration of the said contract amount to be paid at the times and in the manner set forth in the said conditions, the Contractor shall upon and subject to the said conditions execute and complete the work show upon the said drawings and described in the said specifications and the schedule of items and quantities.
2. The WBIDC shall pay the Contractor the said amount, or such other sum as shall become payable, at the times and in the manner specified in the said conditions.
3. The said conditions and Appendices thereto shall be read and considered as forming part of this Agreement, and the parties hereto shall respectively abide by, submit themselves to the said conditions and perform the agreement on their part respectively in the said conditions contained.
4. Following documents mentioned herein shall form and part this contract:
 - a) EOI Document vide ref. No. Date
 - b) Instructions To The Tenderers
 - c) Submission Of Bids
 - d) General Terms And Conditions
 - e) Inspection, Testing, Acceptance
 - f) Date Of Commencement
 - g) Payment Terms
 - h) Cancellation Of Purchase Order / Contractor



- i) Arbitration
- j) Different Forms Including Form of Bid
- k) Letter of Acceptance (LoA) vide ref. no. Date
- l) Any other documents related to this Tender Purpose.

5. The WBIDC reserves to itself the right of altering the drawings and nature of the work by adding to or omitting any items of work or having portions of the same carried out without prejudice to this contract.
6. Time shall be considered as the essence of this contract and the contractor hereby agrees to commence the work on the day of handing over of the site or within fourteenth days from the date of issue of formal work order/ LOA whichever is later as provided for in the said conditions and to complete the Annual Maintenance Work for 12 months.
7. All payments by the WBIDC under this contract will be made at Kolkata and 30 days from receipt of the bill.
8. In case of any dispute by and between the contracting parties the same shall be referred to the Managing Director of WBIDC whose opinion shall be prevailed as final and binding on all the parties and shall be subject to Kolkata jurisdiction only.
9. The various clause & sub-clause of the tender document along with its annexures and modifications made thereon by WBIDC shall be read and be treated as forming part of this Agreement and parties hereto will respectively be bound thereby and to abide by and submit themselves to the conditions and stipulations and perform the provisions of this Agreement on their parts respectively.
10. That the several parts of this contract have been read by the contractor and fully understood by the contractor.

In witness whereof the Employer and the contractor have set their respective hands to those presents through their duly authorized official and the said two duplicates hereof to be executed on its behalf or the day and year first herein above written.

 Signed on behalf of WBIDC
 by its duly authorized official
 In the presence of:
 1. Signature _____
 Name with address _____

 2. Signature _____
 Name with address _____

 Signed on behalf of the Contractor
 In the presence of:
 1. Signature _____
 1. Name with address _____

 2. Signature _____
 Name with address _____



FORMAT OF BANK GUARANTEE AS PERFORMANCE /SECURITY DEPOSIT

To

_____ (Name of the Employer)

_____ (Address of Employer)

WHEREAS _____ (Name and Address of Contractor)

(hereinafter called “the Contractor”) has undertaken, in pursuance of Contract No. _____ dated _____ to execute _____ (Name of Contract and brief description of works) herein after “The Contract.”

AND WHEREAS it has been stipulated by you in the said contract that the Contractor shall furnish you with a bank guarantee by a Nationalised Bank for the sum specified therein as security for compliance with his obligations in accordance with the Contract.

AND WHEREAS we have agreed to give the Contractor such a Bank Guarantee;

NOW THEREFORE, we hereby affirm that we are the Guarantor and responsible to you on behalf of the Contractor, up-to a total of _____ (amount of guarantee) _____ (in words), such sum being payable in the types and proportions of currencies in which the Contract price is payable, and we undertake to pay you, upon your first written demand and without cavil or argument, any sum or sums within the limits of _____ (amount of guarantee) as aforesaid without your needing to prove or to show grounds or reasons for a demand for the sum specified therein.

We hereby waive the necessity of your demanding the said debt from the Contractor before presenting us with the demand.

We further agree that no change or addition to or other modification of the terms of the Contract or of the works to be performed hereunder or of any of the Contract documents which may be made between you and the Contractor shall in anyway release us from any liability under this guarantee and we hereby waive notice of any such change, addition or modification.

This Guarantee shall be valid until a date 45 days after the expiry of defect liability period of 1 year after intended completion date.

Signature and seal of the guarantor _____

Name of Bank _____

Address _____

Date _____



Form of Bid

Notes on Form of Bid

The Bidder shall fill in and submit this Bid form with the Bid.

_____ [Date]

To

[Name of Employer]

Authorised Address of communication:

Telephone No. (s): Office:.....

Mobile No.

Facsimile (FAX) No.

Electronic Mail Identification (E-mail ID).....

Description of the Works: _____

1. I/We offer to execute the works described above and remedy any defects therein, in conformity with the Conditions of Contract, specifications, drawings, Bill of Quantities and Addenda for

Item	Rate	Contract	of	Total	Bid	Price	of	Rs.
_____ (BOTH IN FIGURES AND WORDS).								
2. We undertake to commence the works on receiving the Notice to Proceed with work in accordance with the contract documents.
3. This Bid (including all amendments and minutes of pre-bid meeting) and your written acceptance of them shall constitute a binding Contract between us.
4. We understand that you are not bound to accept the lowest or any Bid you receive.
5. We hereby confirm that this Bid complies with the Bid validity and Earnest money required by the bidding documents and specified in the Instructions to Bidders (ITB).

Authorized Signature: _____

Name and Title of Signatory: _____

Name of Bidder: _____

Address:

**FINANCIAL BID**

Name of work : Annual Maintenance Contract of Air Conditioners of various types and Tonnage existing at, Manikanchan Special Economic Zone Block – Cn1, Sector V, Salt Lake City Kolkata 700 091.

A. ABSTRACT OF COST

Annual Maintenance Contract of Air Conditioners Systems

SL. No.	Description of items	Unit	Rate	Amount (Rs.)
1	Annual Maintenance Contract of Air Conditioners of various types and Tonnage existing at, Manikanchan Special Economic Zone Block – Cn1, Sector V, Salt Lake City Kolkata 700 091			

Note:-

1. The Contractor shall maintain an inventory and use common miscellaneous sundry materials required for maintenance / repairs of the Air Conditioning systems.
2. The above rates shall include the cost of one A.C. Serviceman /mechanic so also towards any assistance of unskilled/semi-skilled persons required for him.

I certify that all the terms and conditions of the tender documents are acceptable to us.

Signature of the authorized person

Name :

Designation :

Company Seal



FINANCIAL BID

Sl. No.	Description	Ton	Quantity in nos.	Unit Cost in Rs.	Total Amount in Rs.	Total Amount in Words
1	Window AC	2 TR	2			
2	Window AC	1.5 TR	1			
3	Window AC	1.0 TR	2			
4	Cassette Ac	2.0 TR	2			
5	Cassette Ac	2.5 TR	2			
6	Window AC	2.0 TR	2			
7	Window AC	1.0 TR	1			
8	Window AC	1.5 TR	1			
9	Window AC	1.5 TR	1			
10	Window AC	1.5 TR	2			
11	Split AC	1.5 TR	1			
12	Split AC	1.0 TR	1			
13	Cassette Ac	2.5 TR	1			

I certify that all the terms and conditions of the tender documents are acceptable to us.

Signature of the authorized person

Name :

Designation :

Company Seal