



## GOVERNMENT OF TELANGANA

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Website: [www.aarogyasri.telangana.gov.in](http://www.aarogyasri.telangana.gov.in)

### TENDER DOCUMENT

### FOR

Providing of Annual Maintenance Contract of Emerson Precision A/C System for AHCT  
for a period of **two (2) years.**

Tender Notice No : **Lr No. AST/138-104-10/2013-14, dated: 22.09.2015.**

Description of Supplies : Providing of Annual Maintenance Contract of Emerson  
Precision A/C System for AHCT

Name of the Agency : .....

And Address : .....

: .....

#### **Implementing Agency:**

Aarogyasri Health Care Trust,  
(Government of Telangana)  
Door No. 8-2-293/82/a/ahct,  
Road No. 46,  
Jubilee Hills,  
Hyderabad - 500033.  
Phone: 040-23547107

**Tender Notice No: Lr No. AST/138-104-10/2013-14, dated: 22.09.2015**

The AHCT invites proposals from prospective contractors/reputed agencies for providing of Annual Maintenance Contract of Emerson Precision A/C System for AHCT for a period of **two (2) years** from the date of commencement of Services.

**Requirements:**

Aarogyasri Health Care Trust requires Annual Maintenance Contract of Emerson precision A/C System consists of preventive and corrective maintenance including necessary repairs and replacement of parts as and when required.

The bidder shall provide experienced factory trained Customer Engineers for preventive and corrective maintenance at AHCT, Jubilee Hills Office

**Preventive maintenance:**

Preventive maintenance shall be 6 bi-monthly preventive maintenance or as required by the Trust. A responsible factory trained Customer Engineers should check the precision A/C. The preventive maintenance service should consist of:

- Cleaning of the Unit, Air Filter, cooling coil & condenser coil.(if required with water)
- Cleaning of Humidifier bottle, electrodes, water supply strainer and drain inside the machine.
- Checking of drive belt & replace if necessary.
- Lubrication of bearings if necessary.
- Checking up of operation of Unit, Controller & Condenser.
- Combing of fins of condenser & Evaporator coil if necessary.
- Measurement of current of each individual equipment.
- Checking of all the overload relay settings.
- Checking of all electrical components for loose connections and tightening if necessary.
- Checking of refrigeration piping for any gas leakages.
- Checking of refrigeration systems and pressure readings.
- Checking of pulleys, motor mounts, condenser fan mounts etc.
- Checking of panel insulation.
- Checking of temperature readings.
- Checking of Microprocessor controllers for operation.

**Exclusions:**

- Day to day routing maintenance and operations of the units.
- Repairs/replacement of electrical main incoming switch (switch fuse unit), main incoming cable, fuses control transformers & indicating lamps.
- Repairs/replacements of Water piping & accessories, deducting, dampers, duct lining, grilles, false ceiling, any kind of masonry/ structural work.
- Replacement of major equipment's like condenser and cooling coils.
- Replacement of consumables like refrigerant gas and Air Filters.
- Replacement of sheet metal parts.

**Scope of work:**

4 hour on-site response, 6 days/week, 8 hours/ day. 100% parts (excluding compressor, coils, consumables & air filters) coverage ENPGS factory trained Customer Engineers 6 bi-monthly preventive maintenance service scheduled by customer between 9am-5pm, Monday-Saturday (Excluding national holidays).

**Specifications of the Precision A/C's:**

#	Model	Serial No	No. of Units
1	PEX 260 FA 100	081040260129	1
2	PEX 260 FA 100	081040260130	1

**Components for above mentioned A/C's:**

S No	Component Item	Description	Qty Per	Make
1	274006024010	HUMIDIFIER ASSY HUM 2BAY FA PeX	1	Emerson
2	92800000294	STEAM PIPE COPPER PEX	2	Emerson
3	122100000001	VALVE WITH STRAINER	1	Emerson
4	122620000004	HEATER ELECTRODE	3	Emerson
5	180406000001	VALVE SOLENOID	1	Emerson
6	220900000001	PLASTIC COVER HUM.	1	Emerson
7	220900000004	PLASTIC HUM.BOTTLE 2BAY	1	Emerson
8	241600000004	STEAM HOSE PIPE	2	Emerson
9	274007024010	HEATER ASSY HEATER 9KW PeX FA	1	Emerson
10	122610300002	HEATER ELEMENT 3KW,"W"	3	Emerson
11	274009000012	SEQ CONTROL SEQUENTIAL CONTROLLER	1	Emerson
12	122110838120	TXV DANFOSS TUBE 8,3/8"	1	Emerson
13	122110858582	TXV TDEX6,DANFOSS	1	Emerson
14	122110858583	TXN DANFOSS TDEX-8TR,7/8	1	Emerson
15	180301080100	COMP.ZR108KC-TFD-522 W/O	2	Emerson
16	122110838120	TXV DANFOSS TUBE 8,3/8"	1	Emerson
17	122110858582	TXV TDEX6,DANFOSS	1	Emerson
18	122111158780	TXV DANFOSS TDEX-11,5/8	1	Emerson
19	180301080101	COMPR.ZR108KCE-TFD-522	2	Emerson
20	122215858111	DRIER DCL 305FS 1X	2	Emerson
21	180100000012	VALVE BALL STRAIGHT5/8ID	4	Emerson
22	180100000014	VALVE BALL STRAIGHT7/8ID	2	Emerson
23	287311144001	HP SWITCH,1/4,SAGINOMIYA	2	Emerson
24	287322140601	LP SWITCH,1/4,SAGINOMIYA	2	Emerson
25	180912124300	FAN CENTRIFUGAL AT 12-12	2	Emerson
26	181433014000	MOTOR 3PH,3HP,1400 RPM	2	Emerson
27	181601000017	PULLEY BILOC 180 APD	2	Emerson
28	181601000018	PULLEY BILOC 132 APD	2	Emerson
29	181603000007	RETAINER NO.2 BILOC	2	Emerson

30	181603000008	RETAINER NO.1 BILOC	2	Emerson
31	122310000047	PCB ASSY CEMS100 RELAY	1	Emerson
32	122310000048	PCB ASSY DISPLAY CEMS100	1	Emerson
33	122310000500	SENSOR WUF	1	Emerson
34	122310000519	S/BOARD CEMS100 AA05CVO	1	Emerson

### DELIVERABLES

The estimated deliverables are given below:

#	Model	No of Units
1	PEX 260 FA 100	2 Units

### INSTRUCTIONS TO BIDDERS

1. The bid will be selected based on **Least Cost Based**.
2. The bid and all related correspondence shall be in English.
3. The bids are to be submitted on or before **01.00 PM, 03.10.2015**

**The Bidder has to submit the documents required as per the check list enclosed.**

4. The prices shall be given in Indian Rupees.
5. The bid shall be valid for 30 days from the date of fixed for receipt of Bids.
6. **EMD (Bid Security):**
  - a. Amount of **Bid Security is Rs 15,000/- (Fifteen Thousand) only.**
  - b. Form of Bid Security shall be Demand Draft from a Bank.
  - c. The demand draft shall be taken in favor of "CEO, Aarogyasri Health Care Trust", payable at Hyderabad.
  - d. Period of validity beyond the bid validity date, as extended, if applicable shall be three (3) Months and
  - e. The time period within which the bid security of the unsuccessful bidders will be returned is 30 days.
7. Time, date, and place for bid opening is: **03.30 pm, 03.10.2015.**  
Aarogyasri Health Care Trust,  
Door No. 8-2-293/82/a/ahct,  
Road No. 46,  
Jubilee Hills,  
Hyderabad - 500033.
8. The Trust shall open the bid received before the due date of Submission of bids as per the following Bid Schedule:

<b>Schedule of Bidding process (with times where applicable)</b>	<b>Bid Notification</b>	<b>22.09.2015</b>
	Due date for the submission of Bids (Bid Due Date)	03.10.2015, 01.00 PM
	Opening of Bids	03.10.2015, 03.30 PM

	Declaration of Qualified Bidder	06.10.2015, 04.00 PM
	Probable Date for issuing Letter of Award of Contract	08.10.2015, 04.00 PM
	Tentative Effective Implementation Date	<b>12.10.2015</b>

9. The Trust shall prepare minutes of opening of Bids.
10. The bidder shall submit the technical & financial documents each in separate duly marking the envelopes as "**Technical**" and "**Financial**". The envelopes shall then be sealed in an outer envelope. DD in original has to be kept along with the technical documents in the technical envelop.
11. The Trust shall evaluate and compare the bids as follows:
  - a. Examine if the Bids confirms to technical specifications and Delivery time.
  - b. Prepare a technical comparative Statement, thus arrived at; and
  - c. In case necessary, the bidders may be asked to demonstrate the product offered to a technical committee constituted for the purpose.
12. **Clarifications:**
  - a. To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids".
  - b. If the Bidder does not provide clarifications sought for within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.
13. The Trust shall award the contract to the bidder, whose bid has been determined to be eligible, qualified and who has offered the Lowest evaluated price i.e. based on the quality of the items quoted for in accordance with the specifications.
14. The Trust also reserves the right, at the time of award of contract to **increase or decrease by 50 Percent** of the quantity of goods specified in the schedule of deliverables without any change in price or other terms and conditions.
15. The Trust also reserves the right to accept or reject any bid to annul the bidding process and reject all bids at any time prior to award of Contract, without there by incurring any liabilities to the affected Bidder or any obligation to inform the affected Bidder of the grounds for the Trust's action. (Joint Venture is not applicable.)
16. Letter of Acceptance shall constitute the formation of the Contract. This Letter of Acceptance shall be sent, inviting the supplier to deliver the Goods in accordance with the conditions of the Contract.
17. Within twenty (20) days following the Letter of Acceptance, the Bidder shall sign and date the Contract and shall provide an unconditional and irrevocable performance bank guarantee in the form and manner provided by the Authority for the satisfactory

completion of performance obligations including warrant obligations and maintenance obligations, as applicable.

18. The successful bidder will be expected to provide the services for a period of **two (2) years**.
19. Bidder must be ready to accept the extension of the contract by a further period of **three (3) Months** on the same terms and conditions, if so desired by Authority.
20. **Warranty:** Normal Commercial warranty to be provided from the date of acceptance of the equipment by the consignee.
21. **Corrupt and Fraudulent Practices:** It is the Trust's policy that requires the bidders, suppliers and contractors and their subcontractor observe the highest standard of ethics during the procurement and execution of such contracts and not to indulge corrupt and fraudulent practices. The defaulter will be dealt with as per the Policy of the Corruption.
  - Please note that the Bidder runs the risk of his bid being rejected if the price schedule contains any conditions.
  - Sign on all statements, documents, certificates submitting owning responsibility for their correctness/ authenticity.
  - The bidder is subjected to be black listed and the EMD forfeited if he is found to have misled or furnished false information in the forms/ statements/ certificates submitted in proof of qualification requirements or record of performance (Please see Corrupt and Fraudulent Practices).

#### **Eligibility & Qualification Criteria of the Bidder**

- This invitation for bids is open to all bidders who fulfill the minimum eligibility criteria as laid herein.
- Proposals not complying with the '**Eligibility Criteria**' are liable to be rejected and will not be considered for further evaluation. The proposal should adhere to the minimum eligibility criteria specified.

S No	Eligibility	Requirement	Proof Required
1	Service Tax or Sales Tax Registration	Must meet requirement	Copy of Service Tax or Sales Tax Registration
2	<b>Average Annual Turnover:</b> Minimum average annual turnover of <b>Rs five (5) Lakhs</b> calculated as total certified payments received for contracts in progress or completed, within the last two (2) years i.e., FYs 2012-13, 2013-14.	Desirable to meet requirement	Audited Financial Statements
3	<b>Experience:</b> The Vendor shall <b>have minimum 2 work orders</b> Precision A/C Emerson maintenance of <b>worth Rs.1 Lakh each</b> .	Desirable to meet requirement	Copies of Work Orders with value of work

### **Checklist of the documents to be submitted**

The following documents are to be submitted by the bidders:

S No	Item	Yes/ No	
1	Copy of Service Tax or Sales Tax Registration	Yes <input type="checkbox"/>	No <input type="checkbox"/>
2	Copies of Work Orders with value of work	Yes <input type="checkbox"/>	No <input type="checkbox"/>
3	Audited Statements for FYs 2012-13, 2013-14.	Yes <input type="checkbox"/>	No <input type="checkbox"/>
4	Demand Draft	Yes <input type="checkbox"/>	No <input type="checkbox"/>
5	Copy of PAN Card	Yes <input type="checkbox"/>	No <input type="checkbox"/>

#### **22. Rights of the Trust:**

- i. Notwithstanding anything contained in this document, the Authority reserves the right to reject any Bid and to annul the Bidding Process and reject all Bids at any time without any liability or any obligation for such acceptance, rejection or annulment and without assigning any reasons thereof.
- ii. The Authority reserves the right to reject any Bid, disqualify the bidder and appropriate the Bid Security if:
  - a. Any part or whole of the response document is found to be partially or fully incomplete or confusing or misleading or having irrelevant information.
  - b. Found incomplete or not submitted in the specified format given in this Bidding Document. The Authority would not give any clarification/explanation to the concerned bidder in case of such rejection.
  - c. To modify the evaluation process at any time during the Tender process (before submission of technical responses by the prospective bidder), without assigning any reason, whatsoever, and without any requirement of intimating the Bidders of any such change.

#### **23. Clarifications:**

- a. To assist in the examination, evaluation and comparison of bids, the Authority may, at its sole discretion, ask any bidder for clarification of its bid, including breakdowns of its prices. Such clarification may be requested at any stage up to the contract award decision. Requests for clarification and the responses shall be in writing or by fax and no change in the price or substance of the bid shall be sought, offered, or permitted except as required to confirm the correction of arithmetic errors discovered by the Authority in the evaluation of the bids in accordance with "Preliminary Examination of Bids".

- b. If the Bidder does not provide clarifications sought for within the specified time, its Bid shall be liable to be rejected. Any such verification or lack of such verification, by the Authority shall not relieve the Bidder of its obligations or liabilities hereunder nor will it affect any rights of the Authority there under.



**Form F1-Cost Breakup Table**

#	Model	No of Units	Rate per Unit/ Year
1	PEX 260 FA 100	2 Units	

**\*Note:**

- **The bidders have to quote per unit rate for one year where the bid committee shall calculate for the given quantity.**
- **Unit Price is inclusive of all applicable taxes.**

**CONTRACT FOR PROVISION OF SERVICES**

**Providing of Annual Maintenance of Emerson Precision ACs**

**Between**

**Aarogyasri Health Care Trust**

**And**

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**[Insert: Name of the Service Provider]**

**Dated: \_\_\_\_\_**

## **THE CONTRACT**

# CONTRACT AGREEMENT

THIS CONTRACT AGREEMENT is made

the [ *insert: ordinal* ] day of [ *insert: month* ], [ *insert: year* ].

BETWEEN

- (1) [ *insert: Name of Trust* ], a [ *insert: name of Trust* ] of the Government of *Telangana*, and having its principal place of business at [ *insert: address of Trust* ] (hereinafter called “the Trust”), and
  
- (2) [ *insert: name of Service Provider* ], a corporation incorporated under the laws of [ *insert: country of Service Provider* ] and having its principal place of business at [ *insert: address of Service Provider* ] (hereinafter called “the Service Provider”).

WHEREAS

- (A) The Trust vide its Bid Notification No. \_\_\_\_\_ invited Competitive Bids for providing of Annual Maintenance of Emerson Precision ACs for AHCT for a period of two (2) years through competitive bidding in *Telangana*;
  
- (B) The Service Provider submitted their Competitive Bid for the aforesaid work, whereby the Service Provider represented to the Trust that they had the required professional skills, and in the said Bid the Service Provider also agreed to implement and provide the Services to the Trust on the terms and conditions as set forth in the Bidding Document and this Agreement (“the Scheme”); and

NOW IT IS HEREBY AGREED as follows:

**Article 1 Contract Documents**

**Contract Documents**

**1.1**

The following documents shall constitute the Contract between the Trust and the Service Provider, and each shall be read and construed as an integral part of the Contract:

(a) This Contract Agreement and the Appendices attached to the Contract Agreement and the Service Providers' proposal.

(b) *[ Add here: any other documents ]*

**Order of Precedence**

**1.2**

In the event of any ambiguity or conflict between the Contract Documents listed above, the order of precedence shall be the order in which the Contract Documents are listed in Article 1.1 (Contract Documents).

**Definitions**

**1.3**

Capitalized words and phrases used in this Contract Agreement shall have the same meanings as are ascribed to them in the General Conditions of Contract.

**Article 2 Contract Price and Payment Terms**

**2.1 Contract Price**

The Trust hereby agrees to pay to the Supplier the Contract Price in consideration of the performance by the Supplier of its obligations under the Contract. The Contract Price shall be as specified in the Price Schedule i.e., Appendix 4.

The Contract Price shall be understood to reflect the terms and conditions used in the specification of prices in the detailed price schedules, including the taxes, duties and related levies if and as identified.

**Article 3 Effective Date**

**3.1 Effective Date**

The time allowed for delivery of the Service shall be determined from the date when all of the following conditions have been fulfilled:

(a) This Contract Agreement has been duly executed for and on behalf of the Trust and the Service Provider;

(b) The Service Provider has submitted to the Trust the performance security and the advance payment security;

- (c) The Trust has paid the Service Provider the advance payment;
- (d) *[specify here: any other conditions, for example, opening/confirmation of letter of credit].*

Each party shall use its best efforts to fulfill the above conditions for which it is responsible as soon as practicable.

- 3.2** If the conditions listed any are not fulfilled within two (2) months from the date of this Contract Agreement because of reasons not attributable to the Service Provider, the parties shall discuss and agree on an equitable adjustment to the Contract Price and the Time and/or other relevant conditions of the Contract.

**Article 4 Appendixes**

- 4.1** The Appendixes listed below shall be deemed to form an integral part of this Contract Agreement.
- 4.2** Reference in the Contract to any Appendix shall mean the Appendixes listed below and attached to this Contract Agreement, and the Contract shall be read and construed accordingly.

**APPENDIXES**

Appendix 1	Description of the Services
Appendix 2	Project Plan (With deliverables and delivery schedule)
Appendix 3	Performance Security forms (Bank Guarantee)
Appendix 4	Price Schedules
Appendix 5	Minutes of Contract Finalization Discussions and Agreed-to Contract Amendments

IN WITNESS WHEREOF the Trust and the Service Provider have caused this Contract Agreement to be duly executed by their authorized representatives on the day and year first above written.

For and on behalf of the Trust

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

For and on behalf of the Service Provider

Signed:

in the capacity of *[ insert: title or other appropriate designation ]*

in the presence of

CONTRACT AGREEMENT

dated the *[ insert: number ]* day of *[ insert: month ], [ insert: year ]*

BETWEEN

*[ insert: name of Trust ], “the Trust”*

AND

*[ insert: name of Service Provider ], “the Service Provider”*

## **1. Termination:**

The Trust may, by not less than thirty (30) days written notice of termination to the Service Provider for which there shall be a written notice of not less than sixty (60) days such notice to be given after the occurrence of any of the events specified below, terminate this contract:

- a. If the Service Provider fails to remedy a failure in the performance of its obligations.
- b. If the Service Provider becomes insolvent or bankrupt or enter into any agreements with their creditors for relief of debt or take advantage of any law for the benefit of debtors or go into liquidation or receivership whether compulsory or voluntary;
- c. If the Service Provider fails to comply with any final decision reached as a result of arbitration proceedings of "Dispute Settlement".
- d. If the Service Provider submits to the Trust a statement which has a material effect on the rights, obligations or interests of the Trust and which the Service Provider knows to be false.
- e. If the Trust, in its sole discretion and for any reasons whatsoever, decides to terminate this contract.
- f. If this contract has not become effective within such period after the date of the Contract signed by the parties.

## **2. Payment Terms:**

The Trust shall pay the Contract Price to the Service Provider according to the manner specified below:

### **(a) Advance Payment:**

**1<sup>st</sup> payment** is twenty five percent (25%) of the entire Contract Price, shall be paid against receipt of a claim accompanied by the Advance Payment Security.

**2<sup>nd</sup> payment** = 1<sup>st</sup> payment + 6 months, shall be paid against receipt of a claim accompanied by the Advance Payment Security.

**3<sup>rd</sup> payment** = 2<sup>nd</sup> payment + 6 months, shall be paid against receipt of a claim accompanied by the Advance Payment Security.

**4<sup>th</sup> payment** = 3<sup>rd</sup> payment + 6 months, shall be paid against receipt of a claim accompanied by the Advance Payment Security.

### **(b) Advance Payment Security:**

The Service Provider shall provide within fifteen (15) days of the notification of Contract award an Advance Payment Security in the amount of the Advance Payment as specified in LOA.



## APPENDIX 1

### Description of the Services

[Give detailed descriptions of the Services to be provided; Implementation schedule-dates for completion of various tasks; place of performance for different tasks; specific tasks to be approved by Trust etc.]

## APPENDIX 2

### Project Plan

#### (With Deliverables and Delivery Schedule)

[List format, frequency and contents of deliverables and reports; persons to receive them; dates of submission;]

## APPENDIX 3

### Performance Security Form (Bank Guarantee)

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*[insert: Trust's Name, and Address of Office]*

**Date:** *[insert: date]*

**PERFORMANCE GUARANTEE No.:** *[insert: Performance Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Service Provider]* (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, a performance guarantee is required.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum(s) not exceeding *[insert: amount(s)<sup>1</sup> in figures and words]* upon receipt by us of your first demand in writing declaring the Service Provider to be in default under the Contract, without cavil or argument, or your needing to prove or to show grounds or reasons for your demand or the sum specified therein.

On the date of your issuing, to the Service Provider, the Operational Acceptance Certificate for the System, the value of this guarantee will be reduced to any sum(s) not exceeding *[insert: amount(s) In figures and words]*. This remaining guarantee shall expire no later than *[insert: number and select: of months/of years (of the Warranty Period that needs to be covered by the remaining guarantee)]* from the date of the Operational Acceptance Certificate for the System,<sup>2</sup> and any demand for payment under it must be received by us at this office on or before that date.

This guarantee is subject to the Applicable Law.

*[Signature(s)]*

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## Advance Payment Security Form (Bank Guarantee)

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[insert: Trust's Name, and Address of or Office]

**Date:** *[insert: date]*

**ADVANCE PAYMENT GUARANTEE No.:** *[insert: Advance Payment Guarantee Number]*

We have been informed that on *[insert: date of award]* you awarded Contract No. *[Insert: Contract number]* for *[insert: title and/or brief description of the Contract]* (hereinafter called "the Contract") to *[insert: complete name of Service Provider]* (hereinafter called "the Service Provider"). Furthermore, we understand that, according to the conditions of the Contract, an advance payment in the sum of *[insert: amount in numbers and words, for each currency of the advance payment]* is to be made to the Service Provider against an advance payment guarantee.

At the request of the Service Provider, we hereby irrevocably undertake to pay you any sum or sums not exceeding in total the amount of the advance payment referred to above, upon receipt by us of your first demand in writing declaring that the Service Provider is in breach of its obligations under the Contract because the Service Provider used the advance payment for purposes other than toward the proper execution of the Contract.

It is a condition for any claim and payment to be made under this guarantee that the advance payment referred to above must have been received by the Service Provider on its account *[insert: number and domicile of the account]*.

For each payment after the advance payment, which you will make to the Service Provider under this Contract, the maximum amount of this guarantee shall be reduced by the *[insert: ninth or appropriate figure/proportion]* part of such payment.<sup>3</sup> At the time at which the amount guaranteed becomes nil, this guarantee shall become null and void, whether the original is returned to us or not.

### APPENDIX 4

#### Price Schedules

### APPENDIX 5

#### Minutes of Contract Finalization Discussions and Agreed to Contract Amendments