



# **BANKERS INSTITUTE OF RURAL DEVELOPMENT, LUCKNOW**



## **Annual Maintenance Contract for Split, Window Air Conditioners, VRV AC, Water Dispensers and Water Coolers**

**NAME OF THE BIDDER** \_\_\_\_\_

**ADDRESS** \_\_\_\_\_

### **CALENDAR OF EVENTS:**

- a) Tender document will be available from 09<sup>th</sup> May 2025**
- b) Submission of Tender by 1400 hrs. on 29<sup>th</sup> May 2025**
- c) Opening of Tender - 1600 hrs. on 29<sup>th</sup> May 2025**
- d) Note: Any bid with incomplete information will be rejected**

**The Director,  
Bankers Institute of Rural Development (BIRD)  
Sector-H, LDA Colony  
Kanpur Road, Lucknow -226012**



Tender for Annual Maintenance Contract for Split & Window Air Conditioners, Water Dispensers and Water Coolers at BIRD.

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Ref No. BIRD/95/DPSP/AMC-AC/2025-26

## TENDER NOTICE

M/s

All the empanelled vendors

Madam / Sir,

Bankers Institute of Rural Development (BIRD) is an autonomous training institution registered as a Society under Societies Registration Act, 1860. It has been promoted by National Bank for Agricultural & Rural Development (NABARD), having its Office at Sector-H, LDA Colony, Kanpur Road, Lucknow-226012.

1. Contractors who are empaneled with BIRD for the proposed work of Annual Maintenance Contract (AMC) for ACs, Water Dispensers and Water Coolers, may only submit tender for the work. The tenderers are advised to visit the site, conduct survey of the existing conditions so as to familiarize themselves with the nature of work to be carried out and get all clarifications necessary from the BIRD before quoting their rates.
2. Applicants are advised to submit their tenders on the forms which can be downloaded from our website <https://birdlucknow.nabard.org/tender-and-adv/>
3. Tender forms will be issued from **09<sup>th</sup> May 2025 to 29<sup>th</sup> May 2025** from the office of the Director, Bankers Institute of Rural Development, (BIRD), Sector 'H', LDA Colony, Kanpur Road, Lucknow- 226012. Tenders in prescribed forms for 'Annual Maintenance Contract for Split and Window Air Conditioners, Water Dispensers and Water Coolers at BIRD, Lucknow' superscribing the description of the work on sealed envelope and addressed by name to **The Director**, Bankers Institute of Rural Development (BIRD), Sector 'H', LDA Colony, Kanpur Road, Lucknow 226 012 will be received by the Bankers Institute of Rural Development, (BIRD) upto 14:00 on 29<sup>th</sup> May 2025 and will be opened on the same day at **16:00** in the presence of the authorized representative of the tenderers, who choose to be present.
4. The BIRD reserves the right to accept the lowest or any tender or to reject all of them. Validity of tendered rates shall be for 90 (Ninety) days from the date of opening. However, the rates quoted by the successful bidder would remain firm till the end of the contract period.
5. Tenders which do not fulfill all or any of the BIRD's conditions or are incomplete in any respect and tenders with the tenderer's own conditions other than those specified by BIRD are liable to be rejected.
6. EMD may be paid by e-payment receipt of Rs.6000/- (Rupees Six Thousand Only), drawn in favour of Bankers Institute of Rural Development, payable at Lucknow or directly credited to BIRD's Saving Account Number-



921020044058630 maintained with Axis Bank Main Branch MG Road, Lucknow, 226001 (IFSC Code- UTIB0000053). No Bank guarantee shall be accepted.

7. The Tender (NIT) should be signed on each page, sealed and dated in all places in the documents.

## 8. Bidding Process

The bidding will be a single stage bidding process and each bidder will submit **one envelope** as indicated below:

**Technical Bid** will contain duly signed form of tender, NIT, General Conditions of Contract, Special conditions of contract, Safety Code, Specifications, Annexures etc.

**Commercial Bid** will contain the Bill of Quantities (only as per enclosed proforma) duly priced.

Yours faithfully

Sd/-

(Sanjeev Raman)  
Deputy General Manager (Admin)



**BANKERS INSTITUTE OF RURAL DEVELOPMENT, (BIRD),**  
**LUCKNOW**

**FORM OF TENDER**

Place : Lucknow

Date : \_\_\_\_\_

**The Director,**

Bankers Institute of Rural Development, (BIRD),

Sector 'H', LDA Colony

Kanpur Road

**Lucknow 226 012**

Dear Sir,

Having examined the specifications and schedule of quantities relating to the works specified in the memorandum hereinafter set out and having visited and examined the site of the works specified in the said memorandum and having acquired the requisite information relating thereto as affecting the tender, I/We hereby offer to execute the works specified in the said memorandum with specified terms and conditions the rates mentioned in the attached schedule of quantities and in accordance in all respects with the specifications and instructions in writing referred to in conditions of tender, the Articles of Agreement, Special Conditions, Schedule of Quantities and Conditions of Contract and with such materials as are provided for, and in all other respects and in accordance with such conditions so far as they may be applicable.

**MEMORANDUM**

1	Description of works	Annual Maintenance Contract for Split and Window Air Conditioners, Water Dispensers and Water Coolers at BIRD
2	Estimated Cost	Rs. 3,00,000/-
3	Tenure of Contract	Initially for 1 year and extendable for next 2 years based on performance of the successful bidder.
4	Article of Agreement	I/We agree to execute 'Article of Agreement'.
5	Payment of bill	Monthly basis

I/We hereby agree to abide by the terms and provisions of the said conditions of Contract annexed hereto so far as they may be applicable or in default thereof to forfeit and pay to the Bankers Institute of Rural Development, (BIRD), the amount mentioned in the said conditions.

Our PAN is :

The names of partners of our firm are

(i)

(ii)



Name of the partner of the firm authorized to sign

OR

Name of person having Power of Attorney to sign the contract.  
(Certified true copy of the Power of Attorney should be attached)

Yours faithfully

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(Signature of Contractor)

(Signature and addresses of witness)

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## ARTICLES OF AGREEMENT

ARTICLES OF AGREEMENT made this day.....of.....between the Bankers Institute of Rural Development, (BIRD), Sector-H LDA Colony, Kanpur Road, Lucknow.

(therein after called “ the employer”) of the one part and (hereinafter called “ the contractor”) of the other

part

WHEREAS the Employer is desirous of carrying out the work of **Annual Maintenance Contract for Split and Window Air Conditioners, Water Dispensers and Water Coolers at BIRD** and has caused specifications describing the work to be done at Bankers Institute of Rural Development, (BIRD), Sector ‘H’, LDA Colony, Kanpur Road, Lucknow.

AND WHEREAS the said specifications and the Schedule of quantities have been signed by or on behalf of the parties hereto.

AND WHEREAS the Contractor has agreed to execute the work/s subject to the Condition set forth herein and to the Conditions set forth in the Special Conditions and the Schedule of Quantities and Condition of Contract (all of which are collectively hereinafter referred to as “the said Conditions”) the works shown upon and/or described in the said Specifications and included in the Schedule of Quantities at the respective rates therein set forth amounting to the sum as therein arrived at or such other sum as shall become payable thereunder (hereinafter referred to as “the said Contract Amount”).

NOW THEREFORE THIS AGREEMENT WITNESSETH THAT:-

1. In consideration of the said Contract Amount to be paid by the employer to the contractor at the time and in the manner set forth in the said conditions and in accordance with the schedule of payments, the Contractor shall upon completion subject to the said conditions execute and complete the work shown in the said Tender Document and described in the said Specifications and Schedule of Quantities.
2. The said Conditions and the Annexures thereto shall be read and construed as forming part of this agreement and the parties hereto respectfully abide by, submit themselves to the said conditions and perform the agreements on their part respectively contained in said conditions.
3. Tender documents containing notice to the Contractors, Conditions of Contract, Annexures thereto, Special Conditions of Contract, Technical Specifications and Schedule of Quantities/Financial bid with the rates entered therein, shall be read and stamped forming part of this agreement and the parties hereto shall positively abide by and submit themselves to the conditions and specifications and perform the agreements on their part respectively in conditions contained.



4. This Contract is neither a fixed lump sum Contract nor an item rate Contract, but is a Contract to carry out work to be paid for according to actual measured quantities and rates contained in the Schedule of Quantities and probable quantities provided in the said Conditions.
5. The Employer reserves to itself the right of altering the drawing nature of the work through the Employer by adding to, reducing or omitting any items of work or having portions of the same carried out without prejudice to this Contract.
6. The contractors should have experienced and competent staff which will enable them to ensure proper quality check on the materials, and who will ensure that the Contractor will carry out proper tests as required by the specifications and will supervise the day-to-day working and execution of contract works.
7. If the Contractors have any doubt about the quality of any materials or any difficulty in supervision of the day to day work it shall be the duty of the Contractors to report the matter in writing forthwith to the Employer and for the time being, to suspend that portion of the work about which difficulty is experienced and the Contractors will abide by the direction of the BIRD.
8. The Contractors covenant and warrant that completed items of work as well as the entire work on completion will be in conformity with the Specifications and the terms and conditions of Contract and will be of proper quality and description.
9. Time shall be considered as the essence of this Agreement and Contractor hereby agrees to execute the work as specified in the Tender Documents subject to the provisions of extension of time as contained in the said conditions.
10. The contract herein contained shall comprise not only the work mentioned above but all subsidiary works connected therewith within same site as may be ordered to be done from time to time by the Employer for the time being, even if such work may not be shown on the said Tender Document or described in the said schedule of specifications and quantities.
11. All payments by the Employer under this contract will be made at Lucknow by through ECS/EFT or Cheque.
12. All disputes arising out of or in any way connected with this agreement shall be deemed to have arisen at Lucknow and only court at Lucknow shall have jurisdiction to determine the same.
13. This agreement shall be signed in duplicate, the original document shall be kept in the custody of the Employer, the duplicate with Contractor. The stamp duty shall be borne and paid by the Contractor.
14. That the several parts of this contract have been read by the Contractor and fully understood by the Contractor. The Contractor shall not be entitled for the



payment for the quantities beyond the tendered quantities unless ordered for by specific written instructions from the BIRD officer.

IN WITNESS WHEREOF the Employer has set its hands hereunto and three duplicates hereunto through its duly authorized official and the contractor has caused these presents and three duplicates hereof under its common seal/by its duly authorized representative at the place and on the date and year first herein above written.

As witness our hands are affixed this day of \_\_\_\_\_ 2018.  
Signed by the said

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_ Employer

In the presence of

Witness No.1 \_\_\_\_\_

Witness No.2 \_\_\_\_\_

Witness No.3 \_\_\_\_\_

Signed by the said

\_\_\_\_\_  
\_\_\_\_\_ Contractor

in the presence of

Witness No.1 \_\_\_\_\_

Witness No.2 \_\_\_\_\_

Witness No.3 \_\_\_\_\_



## **GENERAL INSTRUCTIONS TO CONTRACTORS AND SPECIAL CONDITIONS**

Sealed Item Rate Tenders shall be addressed to The Director, Bankers Institute of Rural Development, (BIRD) and super-scribed " **Annual Maintenance Contract for Split and Window Air Conditioners, Water Dispensers and Water Coolers at BIRD**" and sent so as to reach him not later than 14:00 on 29/05/2025.

1. No tender will be received after 14:00 on 29.05.2025 under any circumstances whatsoever. Tenders will be opened at 16:00 on the same day at his office by the Director, Bankers Institute of Rural Development, (BIRD), Lucknow or any other officer designated for this purpose by him in the presence of the Contractors or their representatives, should they choose to be present.
2. Tenders shall remain open to acceptance by the BIRD for a period of 90 days from the date of opening the tender which may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during the period.
3. The Contractor must use only the forms issued by the Employer to fill in the rates. The tender form must be filled in English and all entries must be made by hand and written in ink. If any of the documents is missing or unsigned the tender may be considered invalid by the BIRD at its discretion.
4. Rate should be quoted both in figures & words in the columns specified. The Contractors should quote the rates for each item. All erasures and alterations made while filling the tender must be attested by initials of the Contractors. Overwriting of figures is not permitted, failure to comply with either of these conditions will
5. Tender the tender void at the BIRD option. No advice of any change in rate or conditions after the opening of the tender will be entertained.
6. Each of the tender documents should be signed by the person or persons submitting tender in token of his/their having acquainted himself/themselves with the general conditions of Contract specifications, special conditions etc. as laid down. Any tender with any of the documents not so signed may be rejected.
7. The tender submitted on behalf of a firm shall be signed by all the partners of the firm or by a partner who has the necessary authority on behalf of the firm to enter into the proposed contract. Otherwise the tender may be rejected by the BIRD.
8. The Bankers Institute of Rural Development, (BIRD), Lucknow does not bind itself to accept the lowest or any tender and reserves to itself the right to accept or reject any or all the tenders either in whole or in part, without assigning any reasons for doing so.
9. On receipt of intimation from the Employer of the acceptance of his/their tender, the successful Contractor shall be bound to implement the contract and within seven days thereof the successful tenderer shall sign an agreement on the lines of draft agreement but the written acceptance by the Bankers Institute of Rural



Development, (BIRD) of a tender will constitute a binding contract, between the Bankers Institute of Rural Development,

10. BIRD, and the person so tendering, whether such formal agreement is or is not subsequently executed.
11. The Contractor shall not assign the Contract. He shall not sublet any portion of the Contract except with the written consent of the Employer. In case of breach of these conditions, the Employer may serve a notice in writing on the Contractor rescinding the contract whereupon the security deposit shall stand forfeited to the Employer, without prejudice to his other remedies against the Contractor.
12. A schedule of quantities in respect of each item and specifications accompany these special conditions. The schedule of quantities is liable to alternation by omissions, deductions or additions at the discretion of the Employer. Each tender should contain not only the rates but also the value of each item of work entered in a separate column and all the items should be totalled in order to show the aggregate value of the entire tender.
13. The Contractor must obtain for himself on his own responsibility and at his own expense all the information which may be necessary for the purpose of making a tender for entering into a contract and must examine the specification and must inspect the site of the work and acquaint himself with all local conditions, means of access to work and nature of the work and all matters pertaining thereto.
14. The rates quoted in the tender shall include all charges for double scaffolding, centring, hire charges for any tools and plants, labours, materials, marking out and clearing of site etc. as mentioned in the specifications. The rates quoted shall be deemed to be for the finished work to be measured at site. The rates shall also be firm and shall not be subject to exchange variations, labour conditions, fluctuations in railway freights or any conditions whatsoever.
15. **The Contractors must include in their rates, GST (Goods and Services Tax) as applicable and any other duty/ levy levied by the Central Government or State Government or local authority, if applicable.**
16. The attention is drawn to the fact that rates for each and every item should be correct, workable and self-supporting. The quantities in the schedule of quantities approximately indicate the total extent of work but may vary to any extent and may even be omitted thus altering the aggregate value of the Contract. No claim shall be entertained on this account.
17. Timelines must be followed for carrying out the work assigned by the College or authorized person of the institute by the Contractor and it shall be reckoned from the day of written order to commence the work is issued or from the date the site is handed over, whichever is later. The work shall throughout the stipulated period of the contract, be proceeded with all due diligence and if the Contractor fails to complete the work within the specified period he shall be liable to pay penalty as defined in terms and conditions.



18. Tenders will be considered only from recognized bonafide Contractors in the trade.
19. Special attention of the Contractor is drawn to the items in the schedule of quantities; the rates and amounts for these items shall be duly filled in and Contractor is informed that his tender will not be considered unless the rates are given for these items. The Employer reserves to himself the right to adopt any of the items either in scrutinizing and deciding upon the tender or later when the works are being executed.
20. The Contractor shall not be entitled to any compensation for any loss suffered by him on account of delay in commencing or executing the work, whatever the cause of delay may be, including delay arising out of modification to the work entrusted to him or in any sub-contract connected therewith or delay in awarding contracts for other trades of the project or in commencement or completion of such works or in procuring Government controlled or other building materials or in obtaining water and power connections for construction purposes or for any other reason whatsoever and the Employer shall not be liable for any claim in respect thereof. The Employer does not accept liability for any sum besides the tender amount, subject to such variations as are provided for herein.
21. The successful Contractor is bound to carry out any items of work necessary for the completion of the contract even though such items are not included in the schedule of quantities and rates. Schedule of instructions in respect of such additional items and their quantities will be issued in writing by the Employer.
22. The successful Contractor must co-operate with the other Contractors, if any, appointed by the employer so that the work shall proceed smoothly with the least possible delay and to the satisfaction of the Employer.
23. The Employer will provide water and power required for the work free of cost at a suitable point and the Contractor shall make his own arrangement to carry the same as required. The Contractor should ensure that the water and power facility provided by the employer are not wasted.
24. The Employer will also provide suitable space for storage of materials etc. required for the work free of cost. The Contractor should ensure that the space provided by the employer is used for execution of the works only.

I/We hereby declare that I/We have read and understood the above instructions for the guidance to tenderers.

Signature of Contractor.....

Address.....

.....

.....

Date .....



## **SAFETY CONDITIONS OF THE CONTRACT**

As part of the contract, the contractor must satisfy the under-mentioned safety requirements and must ensure at all time that these are followed without any deviation.

### **General**

1. Smoking and chewing pan/ tobacco/ gutkha/ any other drugs etc. are prohibited in the building/working area/Campus.
2. For any job involving welding, soldering, lighting of flames, use of heat source or temporary electrical connection, prior permission from competent authority / designated engineer shall be taken before execution of the same. No job involving heat sources are permitted to be carried out after office hours, holidays and Sundays without prior permission.
3. It is entirely the responsibility of the contractor to see that safety appliances, as may be required for executing the assigned works, are made available to his staff at contractor's cost. If the contractor needs any suggestion on the matter, he may approach BIRD's Officer concerned for the same. Any lapse on safety will be viewed seriously.
4. The contractor shall ensure that the persons posted for the work are well conversant with the operation of ACs/Water Coolers and Water dispensers.
5. The contractor shall take all precautions to avoid accidents and causes of accidents. He must be careful regarding safety during working of his staff in the premises.

### **Safety precautions of portable electrical appliances**

6. Precautions in handling portable electrical appliances are more significant under monsoon conditions. Some likely situations are highlighted here for your attention and action to ensure that conditions and methods of usage conform to the safety of personnel and property.
7. Broken sockets / pin plug / loose connections: These conditions cause sparks which Lead to fault conditions or electrical shock situations. Wires shall not be directly inserted into the sockets as the earth lead of the equipment inserted into the phase socket may give shock to the operator.
8. Polarity of phase / neutral and earth: certain appliances like Poroscope may give violent electrical shock during work if polarity conditions are not satisfied.
9. Joints in flexible cables: Usage of portable appliance is such that electrical and physical integrity of joint may be suddenly affected, leading to severe sparking and fire if combustible / inflammable materials are present near the joint. Perhaps this may not be noticed by the operator at all. So, the work should be carried out in presence of an appliance body grounding and system grounding: In absence of or ineffective appliance body grounding, operator may receive



severe shock in case of phase to earth fault during usage. All earth pins in sockets must have low impedance and mechanically firm earthing according to Indian Electricity Rules/BIS 3043 so that safety is assured to operators even under fault condition.

**Water leakage:** Water reduces efficiency of insulation depending upon exposure. Presence of moisture on ordinary switches may give a shock during operation, switches in chronic leakage areas should preferably be de-energised until the rectification is done and contractor take clearance from BIRD designated engineer on the issue.

**Excavation / Addition / Alteration of the Building:** During excavations, alterations of the building, etc. every care shall be taken that electric shock or damages to cables, are avoided. De-energisation of circuits must be considered whenever required.

We/I agree to the safety conditions and to ensure compliance with the same fully.

Place:

Signature of Authorized Signatory with

Date:

SEAL:



## TERMS & CONDITIONS

1. Quoted rates should be workable and reasonable and should include incidental and all overheads and profits. The contractor would be required to furnish Rate Analysis for scrutiny of the rates, as and when called for, by BIRD.
2. Payment will be made based on bill submitted by the contractor and certified by the concerned Caretaker to the effect that the complaints recorded in the Registers are attended to as per the scope of the work. The Contractor has to get the Signature of the CT (Caretaker) after completion of the respective work on the formats enclosed/given for respective work and should submit all these with the bill. Bills for Maintenance and repairs work should be raised separately.
3. Separate work orders will be issued by BIRD in respect of additional works which are not covered under the AMC charges. The bills for the same are to be submitted within a period of one month after completion of the work. BIRD may reject any claim made after the stipulated period. The bills for the works carried out without proper work slips/ work
4. Order will be rejected and no further representation will be entertained.
5. TDS and other as applicable, will be deducted from total payment due to the Contractors.
6. BIRD will not be under any liability to pay any compensation to the persons deployed by the contractor if they sustain any injury etc., while discharging the duties in the said premises. The contractor shall get them insured against any liability under the Employee Compensation Act or any accident at its own cost. The Contractor should arrange to obtain necessary insurance cover (Workmen Compensation policy and Contractors All Risk Policy) for his employees at his cost and should be responsible for the safety of persons employed by him. The Contractor shall be fully responsible and shall comply with all applicable labour laws. Contractor shall be liable to pay compensation in the event of any damage to person or material, injury / damage or death as the case may be, caused directly or indirectly due to the negligence of the Contractor or his agents and / or his employees or workforce. Any damages caused to the building / premises during the execution of the work shall be made good by the Contractor and if necessary, through suitable Insurance cover at his cost.
7. The contractor shall deploy such minimum number of qualified and experienced staff to ensure that the work is attended in time as per the scope of work of the tender and, to the satisfaction of BIRD.
8. All the Standard Conditions of the Contract shall be binding on the parties as per Indian Contract Act and other prevailing Rules. The contractor shall pay the personnel deployed for work at BIRD, their wages in accordance with the minimum Wages Act, 1948 on a monthly basis. The contractor shall also make PF contribution, ESI contribution and or any other statutory contribution in respect of the personnel to be deployed for work at BIRD to address the complaint received from BIRD. The contractor shall, for all intents and purposes, be the “Employer” within the meaning of different Labour Legislations in respect of skilled and unskilled personnel so employed and deployed for work at BIRD and the manpower so employed and deployed for work at BIRD shall remain under the overall control and supervision of the contractor. The persons deployed by the contractor for work at BIRD shall not



have claims of Master and Servant relationship (implicitly or explicitly) between him/her/them and BIRD or have any Director and agent relationship with or against the BIRD. The contractor's personnel shall not claim any benefit/ compensation /absorption /regularization of services under the provision of the Industrial Disputes Act, 1947 or Contract Labour (Regulation & Abolition) Act, 1970.

9. The Contractor shall comply with the provisions of Contract Labour (Regulation & Abolition) Act, 1970, Minimum Wages Act, 1948 and all other Labour Laws and other Statutory Regulations (both Central and State) that may be enforced from time to time by the appropriate authorities. BIRD shall not be responsible in any manner in the event of non-compliance with various labour laws in force by the contractor and the onus of compliance lies solely with the contractor. The contractor is advised to maintain attendance register of his staff employed at various sites and wage register for payment (at least minimum wages as per Centre or State Govt. whichever is higher shall be paid) with all records up to date as per the labour regulations. The contractor may be asked to submit the monthly payment records to the staff employed by him. The contractor is advised to ensure that the payment is regularly credited to the bank account of the individual staff employed and payslips for respective payments are duly issued regularly. BIRD may ask for past payslips and payment records to be submitted along with the monthly bill. In case wages are required to be disbursed in cash, same may be done in the presence of authorized representative of BIRD as required under relevant law.
10. The contractor should ensure payments to the labourers as per latest minimum wages act and also payment to be disbursed to the contract labourer and supervisor in the presence of the BIRD's representative on or before 7th of every month irrespective of the fact that previous monthly bill is paid or not by BIRD.
11. Contractor shall pay the ESI & EPF contributions of all employees as per the prevailing Employees Insurance and Employees Provident Funds Acts under the contract, if ESI & EPF Act is applicable to the contractor as per law. The rates quoted by the contractor should be inclusive of employer's share of ESI & EPF contributions for this contract. The contractor should submit proof of payment (counterfoils) as and when called for by BIRD towards ESI & PF with monthly bill & other documents such as registration number, photo card etc.
12. The Contractor should be responsible to fulfil all the obligations in connection with the workers employed by the Contractor for the purpose of the Contract and all the Statutory and other liabilities, if any, including minimum wages, leave salary, uniform, ex-gratia, gratuity, ESI, Provident Fund, Workman Compensation, if any, etc. in connection therewith shall be on the Contractor's account and payable by the Contractor.
13. The contractor shall ensure regular payment to his staff posted for the captioned work and the payment made to his staff should not be less than the minimum wages notified by the Central Govt. from time to time and make available for inspection of the BIRD the relevant records. However, rate quoted by the Contractor shall be firm and remain valid till the expiry of the contract period. The contractor should quote the rates accordingly so that the revision of wages during the currency of the contract can be done.



14. The manpower deployed by the contractor should be polite, cordial, positive and efficient, while handling the assigned work so that their actions promote goodwill and enhance the image of BIRD. Necessary grooming should be done by the contractor before posting the staff at site. He shall also comply with the provisions of all labour legislations. Receipt of any complaint in this regard shall be viewed seriously. No additional payment shall be made if contractor keep more staff at site for completing the pending work or if the minimum staff strength is not able to perform satisfactorily as per the contract provisions.
15. The Contractor's workmen should report to CT/Site supervisor as and when they attend the complaint for devices mentioned in the Price Bid/ Bill of Quantities. The service report shall also be signed by CT & the same or copy shall be presented along with the Contractor's quarterly bill.
16. The Contractor shall abide by the requirements of Security from time to time and shall strictly follow the obligation required by BIRD.
17. The Contractor should obtain necessary permissions that may be required for the purpose of this Contract from such authorities as may be prescribed by Law from time to time.
18. The Contractor or his authorized representative should visit the site frequently as required by BIRD and meet Officials for any clarifications and to receive instructions.
19. The Contractor shall have whole/ sole responsibility for any damage / loss of life and property of BIRD. The contractor shall fully compensate BIRD for such damage/loss. The decision of BIRD in this regard shall be final and binding.
20. Any act of indiscipline / misconduct / theft / pilferage on the part of any employee engaged by the Contractor resulting in any loss to BIRD or any of its clients in kind or cash will be viewed seriously and BIRD will have the right to claim damages or levy fine and / or terminate the Contract forthwith, if necessary without any notice.
21. In case of any default or failure on Contractor's part to comply with all / any one of the Terms / Conditions, BIRD reserves to itself the right to take necessary steps to remedy the situation including, inter-alia, the deduction of appropriate amount/s from dues otherwise payable to Contractor and / or by taking recourse to appropriate recovery proceedings.
22. If any dispute arises on any matter concerning this Contract, the decision of BIRD shall be final and binding.
23. The Contractor or his employees should not at any time do, cause or permit any nuisance on the site / do anything which shall cause unnecessary disturbance or inconvenience to the occupants / visitors at site or near the site of work.



24. The work should be carried out with least inconvenience to the staff members of BIRD. The workmen employed by the Contractor should abide by the Rules and Regulations maintained by BIRD in the premises, especially in respect of working hours, entry of the workers to the premises, interpersonal relation with the staff, etc. Any workman not maintaining discipline / decorum inside the premises shall be immediately removed from site.
25. The Contractor should obtain approvals, if any, necessary for the work from the statutory bodies. The Contractor shall assist BIRD fully in respect of any liaison with the Municipal or any other authority for necessary approval / permission with regard to the maintenance works. The fees and other statutory charges, if any, will be reimbursed to the Contractor based on the original receipts produced to BIRD.
26. **EXIT:** For first three months of trial period, if the services of the contractor are not found to be satisfactory, the contractor will be given a notice, with a notice period of 30 days, to improve his services. If the contractor fails to improve his services within the Notice Period, BIRD shall have the discretion to terminate the contract either in part or in whole, any day after the expiry of the said notice period.
27. The contract is liable for termination by giving one-month notice by the BIRD and three month notice by the contractor.
28. The contractor shall provide mobile phone to the supervisor and number to be communicated to BIRD.
29. The contractor shall ensure to provide an alternate qualified manpower or replace with a standby in case any of the regular staff who attend complaints is absent or on leave.
30. On-site storage space will be provided to the Contractor. BIRD will not be responsible for contractor's materials. The contractor may be required to vacate the storage space and sheds as per exigency without any extra cost to BIRD. Safe disposal of Building rubbish/garbage/waste material from BIRD premises in safe municipal dump will be the responsibility of the contractor.
31. The contractor shall provide everything necessary for the proper execution of the works. BIRD will not supply any Tools & Plants (T&P) or any other equipment, labour, etc.
32. The Contractor shall not directly or indirectly transfer, assign or sublet the Contract or any part of it, without written permission of BIRD.
33. While submitting the bill for maintenance, the contractors have to submit detailed information on the complaints received, pending and the reasons therefor and likely date of attending the same. Bill will be considered for payment after receiving the statements. Contractor will not link payment to his employees/workers with the settlement of bills by BIRD.



**VALIDITY OF TENDER:** 90 Days from the date of opening of the Tenders. If in the opinion of BIRD the work done by the contractor is not satisfactory, BIRD may decide depending upon the merit of the work to deduct such amount from the monthly bill amount as it may deem fit.

1. The contractor shall use necessary safety equipment and maintain all safety measures during the execution of works and ensure compliance of Safety Code as per rules and Regulations in force.
2. Contractor shall extend necessary help to other Contractors engaged by BIRD under separate contract for their respective work.
3. Contractor shall be required to furnish BIRD, as and when required, the following:
4. The Power of Attorney, name and signature of his authorized representative, who will be in-charge of execution of this contract.
5. Wage Book, Muster Book pertaining to labourers /employees/ workers engaged under this contract.
6. Validity of Insurance Policies, Labour Contract License relating to staff engaged for BIRD site. The Contractor shall take all precautions necessary and shall be responsible for safety of work and risk involved in works carried out by their personnel.
7. Contractor shall vouch safe bonafides, conduct and fidelity of the staff employed by him. Any damage caused wilfully or in negligence to the works executed, shall be borne by him.
8. The contractor shall remove from work any worker who is found to be failing in his duties or whose presence in premises is otherwise objectionable in the opinion of BIRD.
9. The manpower deployed by the contractor for discharging the contractual obligations under the contract shall be the employees of the contractor. BIRD shall in no way be connected with such manpower and they shall have no claim whatever against BIRD.
10. The Contractor shall at his own cost and expenses provide all the materials, labour, supervision tools, plant apparatus, ladders, trolleys, conveyance, uniforms etc. required for execution of the work covered by this contract to the entire satisfaction of BIRD.
11. Notwithstanding anything contained therein the labourers, workmen, supervisors
12. and other persons employed by the Contractor for the purpose of the works shall for all purposes be regarded as the Contractor's employees. Therefore, neither the contractor nor any of such employees shall have any right to complain or claim against BIRD. BIRD also shall have no concern with them



and shall not be liable to make any payment to or any contribution on account of them.

13. Contractor shall maintain a proper Record / Register indicating reasons for not attending to any particular complaint within time schedule, failing which penalty as per BIRD decision shall be levied.
14. In case of any stoppage of work resorted to by the employees of the Contractors, BIRD reserves the right to employ workers from other sources, without any notice for carrying out the maintenance work. In such cases, either the actual cost of such labourers on whole day basis shall be deducted from the Contractor's bills or recovery will be made on the basis of actual amount paid to the other contractor plus the service charges of 2% and any other tax, as applicable.
15. Period of contract is for one year and extendable for next 2 years by BIRD.

**Termination clause:** In case of negligence/dereliction of duty by contractor's staff, the above contract shall be terminated without giving any notice. If contractor wants to terminate contract from their end they can by giving two months Notice.

Recovery of tax, etc. as applicable & in force shall be deducted from the bill during the currency of the contract.

The property shall be handed over to contractor for maintenance on as-is-where-is basis and the contractor shall be required to complete the pending work (if any), without any extra cost.

### **ARBITRATION**

If any dispute, difference or question shall at any time arise between the parties as to the construction of this Agreement or concerning anything or as to the rights, liabilities and duties of the parties hereunder except in respect of matters for which it is provided hereunder that the decision of the Employer or its Chief Engineer is final and binding, the same shall be referred to conciliation or arbitration after giving at least 30 days' notice in writing to the other (hereinafter referred to as the "Notice for Conciliation/Arbitration") clearly setting out the items of dispute to a Conciliation or Sole Arbitrator who shall be appointed as hereinafter provided. For the purpose of appointing the conciliator or the sole arbitrator referred to above, the Employer shall send to the Contractors within thirty days of the Notice for Conciliation /Arbitration a panel of three names of persons who shall be presently unconnected with the organisation of the Employer or the Contractors.



The Contractors shall on receipt of the names as aforesaid select any one of the persons so named to be appointed as the Conciliator or Sole Arbitrator, as the case may be, and communicate his name to the Employer within 15 days of receipt of the names. The Employer shall thereupon without any delay appoint the said person as the Conciliator or the Sole Arbitrator.

The conciliation/Arbitration shall be governed by the Conciliation and Arbitration Act, 1996 as in force from time to time. Where the parties do not agree with the Conciliator and appoint an Arbitrator(s) the award of the Arbitrator(s) shall be binding and final on the parties. It is hereby agreed that in all disputes referred to the Arbitration, the Arbitrator shall give a separate award in respect of each dispute or difference, in accordance with the terms of reference and the award shall be a reasoned award.

The fees, if any, of the Conciliator or the Arbitrator shall initially be paid in equal proportion by each of the parties.

The cost of the Conciliation/Arbitration including the fees, if any, of the Conciliator or the Arbitrator shall be directed to be finally borne and paid by such party or parties to the dispute in such manner or proportion as may be directed by the Conciliator or the Arbitrator as the case may be in the award.

The Employer and the Contractor also hereby agree that the Arbitration under this clause shall be a condition precedent to any right of action under the contract with regard to the matters hereby expressly agreed to be so referred to arbitration.

Without prejudice to any of the rights of remedies under this contract, if the contractor dies, the Employer shall have the option of terminating the contract without compensation to the Contractor.

### **Excepted Matters**

The decision of the Employer in respect of memorandum, schedule of quantities, rates and percentage approved by BIRD shall be final and binding on the contractor. These matters will not be subject of arbitration under any circumstances.

### **Awarding:**

The bidding will be a single stage bidding process wherein vendors quoting lowest tender rate would be L1 and would be awarded the contract.



## **Other terms & conditions:**

- 1.** If any material supplied by contractor or workmanship of contractor is found defective during this period, such defects would have to be removed by the contractor free of cost.
- 2.** Engineer in charge must authorize any part taken out for repairing or changing or for any other purpose by valid gate pass.
- 3.** A logbook is to be maintained for keeping record of parts taken out / returned back for record purpose.
- 4.** Arrangement of necessary tools, instruments and other necessary items for operation, maintenance and servicing work will be the sole responsibility of the contracting agency.
- 5.** BIRD shall bear the cost of the consumable materials and spare parts. The contractor should intimate the essential and necessary spare parts well in advance during the contract period to facilitate to obtain approval & sanction for repairs/replacement as per requirement.
- 6.** Any material supplied by the contractor should be of best quality and compatible with the ACs, dispensers and coolers, that to be certified by the competent authority of BIRD before use of the same in the plant.
- 7.** Scrap generated out of replacement or during work is to be handed over to BIRD against written documentation.
- 8.** Supervision of personnel provided by the Contractor shall be his responsibility. The Contractor shall ensure the quality of job performed by his personnel and in case of any complaint; the Contractor shall have to replace the concerned personnel.
- 9.** As far as possible, the contractor will engage same manpower for the job defined in the work-scope so that there is continuity of work and the job quality does not suffer.
- 10.** BIRD shall not be responsible for payment of wages and/ or any other emoluments to the personnel/workers of the Contractor so deployed and it shall be the sole responsibility of the Contractor to make payment to the said personnel/workers in time and the Contractor shall at all-time keep BIRD indemnified against any claim from its personnel/workers in this regard.
- 11.** All records, documents under various statutory provisions including ESI/PF/Disbursement of monthly Wages shall be maintained by the Contractor and shall be open for inspection by an authorized representative of BIRD and Government Agencies.
- 12.** The service provider shall at his own risk and cost ensure that his employees deployed to carry out the work of BIRD are insured against all attendant risks that may be associated with the job.
- 13.** The Contractor shall employ only adult trained, efficient and responsible staff with good health and sound mind for maintenance work.
- 14.** In case the Contractor or his employees damage any material/property of the BIRD due to misuse or mishandling or carelessness, the Contractor will immediately



inform the ACT/CT or authorized Section Head of DPSP, BIRD. In such a case, the Contractor will be liable to replace the item at his own cost or BIRD shall have the right to recover the loss from the Contractor's bill. The decision of BIRD in this matter will be final.

**15. Timing:** Contractor has to entertain and address any complaint received at any time in 24 hours including working or non-working day from BIRD. Contractor have to initiate work immediately on receipt of the complaint. If contractor fails to initiate the work within 12 hours of the complaint, penalty may be invoked by BIRD.

**16. PENALTY:** Rs.100/- per day shall be deducted from the payment if complaints are not attended within the given period or within 12 hours from the time of lodging the intimation. After carrying out the repair, the service personnel shall submit the service report.

### **Maintenance of Records:**

1. The Contractor has to maintain the following records:
2. Daily/ weekly/ monthly preventive and overhaul maintenance register cum-log book.
3. Complaint Register and due compliance
4. All the above-mentioned Registers shall be checked by the ACT/CT of BIRD or by authorized representative of BIRD.

### **Facility to be provided by BIRD:**

1. BIRD will provide the following free of cost to the Contractor
2. Electricity for operation and repair/maintenance of Plant. Water

### **Safety Clause:**

The contractor shall ensure necessary safety measures in compliance with standard norms and practices.



## **DECLARATION BY THE TENDERER**

I/we hereby declare that I/we have read and understood the General instructions, General Terms & Conditions of Contract, detailed specifications and the conditions of work, etc. and hereby agree to abide by them. I / We accept all the above Terms & Conditions in all respects without any reservation.

I/we hereby confirm that the rates quoted in the tenders shall remain valid for acceptance by the BIRD for a period of 90 days from the date of opening of the financial bid. The aforesaid period of three months may be extended by mutual agreement and the tenderer shall not cancel or withdraw the tender during this period.

I/we also note that any additions, clarifications, etc. which we would like to bring to your attention are put in a separate sealed covering letter. I/we have ensured that only relevant entries asked for are made in the tender documents. Entries other than the relevant entry shall make the tender invalid.

Place:

Signature of Authorized Signatory with

Date:

SEAL:



## Scope of work

The successful tenderer shall be able to provide Annual Maintenance Contract for Air conditioners, Dispensers and water coolers at BIRD consisting replacement of all spares except compressors and fan motors. BIRD shall pay for compressor & motor to contractor on market rate and for no charges would be paid for their installation.

The **scope of work in AC and water cooler maintenance** includes a variety of tasks to ensure optimal performance, energy efficiency, and longevity of the equipment. Here is a breakdown of the key areas covered:

### **1. Inspection & Diagnosis** – Preventive maintenance to be done in a frequency of 3 month

- Checking for unusual noises, vibrations, or leaks.
- Assessing thermostat settings and performance.
- Inspecting electrical connections and controls.
- Diagnosing compressor, fan, and motor efficiency.

### **2. Cleaning & Maintenance**

- Cleaning or replacing air filters.
- Washing condenser and evaporator coils.
- Cleaning water reservoirs and cooling pads in water coolers.
- Flushing drain lines to prevent clogs.
- Removing dirt and debris from fan blades and vents.
- Use of jacket and jet spray is mandatory

### **3. Refrigerant & Cooling System Checks**

- Checking refrigerant levels and refilling if necessary without extra cost.
- Detecting and fixing refrigerant leaks.
- Ensuring proper airflow and cooling efficiency.

### **4. Electrical & Mechanical Component Servicing**

- Inspecting and tightening electrical connections.
- Checking capacitors, relays, and circuit boards.
- Lubricating moving parts like fan motors and bearings.
- Testing and calibrating temperature sensors and control panels.

### **5. Water System Maintenance (for Water Coolers)**

- Cleaning and sanitizing the water tank.
- Inspecting and replacing water filters.
- Checking for blockages in water pipelines.
- Ensuring proper water drainage to prevent mold or algae growth.



## **6. Preventive Maintenance & Safety Checks**

- Inspecting insulation and ductwork (for central AC units).
- Verifying thermostat and automatic shut-off functions.
- Ensuring compliance with safety standards.
- Providing recommendations for upgrades or part replacements.

## **7. Repair & Replacement**

- Replacing worn-out components like compressors, capacitors, or fan motors.
- Fixing leaks, broken seals, and faulty thermostats.
- Upgrading old or inefficient parts for better performance.

## **8. Performance Testing & Final Checks**

- Running a full operational test after maintenance.
- Ensuring proper cooling, airflow, and temperature consistency.
- Checking energy consumption efficiency

## **LIST OF PARTS COVERED UNDER THIS CONTRACT**

<b>Sl.No</b>	<b>Items</b>
1	Starting Capacitors
2	Running Capacitors
3	Relays, Thermostats
4	Fan Capacitors
5	Selector switches
6	Contactors ( Power / Control)
7	Gas refilling
8	Ball bearings of motors
9	Fan blades
10	Electronic Control Circuitries
11	Remote Control Units
12	Micro Swing Motors



- 13 Built – in Timer kit
- 14 Air-Filters
- 15 External Electronic / Analog time switches provided for timed running of A.C's
- 16 Condenser Coils/Copper Tubes of indoor/outdoor units
- 17 Parts of indoor / Outdoor unit enclosures
- 18 Cabling from indoor to outdoor
- 19 Existing copper piping from indoor to outdoor
- 20 All other parts except Compressor and fan motors

The contractor will have to submit the original purchase bills/invoice/challans etc. in support of purchase of items of approved make used on site.

**The Contractors in their own interest may visit the site and see the scope of work including the actual quantity of work before quoting the rates**

Contractor must take into consideration the trade discount, transport cost, wastage, labour, T&P, overhead & profits etc. for fixing while quoting rates.

Time is the essence of contract. The contractor has to complete the work in all respects within the stipulated time by engaging sufficient number of labours during both day & night. Rates should be quoted considering this.

Date:

Place

Signature of Contractor



## PROFORMA FOR ELECTRONIC PAYMENT

Details of Bank account to be furnished by the contractors/ service providers for effecting payment through ECS (e-payments)

Name and address of contractors/service providers with phone nos

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1	Name of the account holder (As appearing in the Bank account)	
2	Name of the Bank	
3	Name of the Branch	
4	Account number	
5	RTGS/ NEFT/ IFS Code	
6	Type of account (Savings, Current, etc.)	
7	PAN Number	
8	GSTIN	

Please enclose photocopy of cancelled cheque, GSTIN and PAN Card along with Tender Document.



<b>FINANCIAL BID</b>						
Amount in Rupees						
<b>S. N</b>	<b>Description of work</b>	<b>Qty.</b>	<b>Rate per unit</b>	<b>Total Amount</b>	<b>GST Amount</b>	<b>Total Amount including GST</b>
1	<b>Split AC: 1.5 to 2 Ton:</b> Maintenance & breakdown & Annual Maintenance Contract of split Air Conditioners installed in Office premises and hostels.	141				
2	<b>Window AC: 1.5 to 2 Ton</b> Maintenance, breakdown, and Annual Maintenance Contract of window Air Conditioners installed in Office premises and hostels.	109				
3	<b>Water Cooler:</b> Maintenance of all parts like motor, gas, spare parts, etc. except Compressor.	11				
4	VRV AC- 7 ton <b>Make - Mitsubishi</b>	02				
5	Tower AC-2.4 ton <b>Make - Daikin</b>	5				
<b>Total Amount</b>						
<b>Total Amount including GST (in words)</b>						

Signature of authorised person with seal