

TENDER FOR
ANNUAL MAINTENANCE CONTRACT FOR
WINDOW/SPLIT TYPE AIR CONDITIONERS

SECTION I : SCOPE OF WORK

SECTION II : INSTRUCTIONS TO BIDDERS

SECTION III : BILL OF QUANTITIES

August, 2007

HSCC (INDIA) LIMITED
(Consultants & Engineers for Mega Hospitals & Laboratories)

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TENDER No : HSCC/AMC-AC/2007

SECTION I : SCOPE OF WORK

SCOPE OF WORK

1.0 The Preamble

HSCC (India) Ltd.E-6A Sector 1 Noida (U.P) is public sector enterprise under the control of Ministry of Health and Family Welfare. HSCC is a consultancy organization and offers services for Architectural Planning and design, Project Management, Procurement of medicines and medical tools. It also offers consultancy for laboratories constructions. It is mainly related to hospitals and related fields.

This tender calls for Annual Maintenance of Window / Split air conditioners at the HSCC office. The complete detail of which is as given below.

2.0 SCOPE OF ANNUAL MAINTENANCE CONTRACT SERVICES (AMC SERVICES)

Scope of all inclusive annual maintenance services (AMC services) shall include providing routine maintenance services, pertaining to complaints as and when they occur in Window /Split Air conditioners and annual maintenance services. AMC services shall include providing all man power, labour, tools and tackles and replacement of defective spare parts including consumables. The rates quoted for the AMC services shall also include all taxes and duties as applicable and cost of transportation of freight, insurances etc.

2.1 ROUTINE AMC SERVICES (ONCE IN 3 MONTHS)

Routine maintenance services shall include at least the following services:

- a) Cleaning / Replacement of filter
- b) Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc
- c) Checking air flow through the supply air grill, return air grill , condenser
- d) Checking operation of the voltage stabilizer and back up electrical power outlet/ MCB
- e) Checking operation of the drive motors and fans
- f) Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
 - I. Supply air grill
 - II. Return air grill

- III. Inlet air condenser
- IV. Outlet air from the condenser

- g) Checking Firmness of the Supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc
- h) Replacement of any component of air conditioners found defective after the above checks and tests
- i) Charging of Refrigerant Gas during the period of Contract if need arises

2.2 ANNUAL MAINTENANCE SERVICES (ONCE A YEAR)

The scope of work shall include all checks and tests as detailed under routine maintenance services. In addition annual maintenance services shall also include:

- a) Cleaning the condenser and evaporator coils with suitable detergent / chemical solution and flushing with high-pressure jet of water.
- b) Greasing of blower motors and all moving parts.
- c) Painting of all the air conditioners.

2.3 ON CALL AMC SERVICES :

On call AMC services shall include attending to any complaint any time of the year, on receipt of verbal/written complaint from coordinating officer of HSCC

The down time for attending to and rectification of defects/complaint shall not exceed 48 hours.

3.0 TERMS AND CONDITIONS

1. The service provider shall maintain stock of at least following spare parts in the store made available in HSCC office or his nearest service centre.
 - a) One Window type AC unit each of 1.5 TR and 2.0 TR capacities.
 - b) One compressor each of 1.5 TR and 2 TR capacity
 - c) One set of blower motor each of 1.5 TR & 2.0 TR capacities.
 - d) Two sets of air conditioner controls such as thermostats, selector switch, relay, capacitors etc.
 - e) One set of voltage stabilizer each for 1.5 TR & 2.0 TR capacities.

2. The spare parts shall remain under custody of the service provider. The service providers shall ensure that spare parts consumed shall be replaced promptly within 48 hours.
3. The service provider shall ensure that in case of compressor it shall be replaced with a new compressor of same model with at least one year replacement warranty. Repairing of burnout compressor shall not be allowed.
4. The spare parts used for replacement shall be of same make/ quality as installed in new air conditioner with warranty or guarantee of One year period .
5. The service provider shall maintain services log book /file containing maintenance report duly countersigned by HSCC official.
6. The details of window / Split AC installed in HSCC head office is enclosed at Annexure –A. Bidders are advised to visit the installation before quoting the price in the attached BOQ.
7. The quoted price shall be inclusive of all the expenses on account of excise duties, sales tax, octroi, VAT, transportation, handling insurance etc. as applicable.
8. Unsatisfactory performance of service will render this contract to be terminated without notice.
9. At the end of the period, the service provider shall demonstrate satisfactory testing and operation of all the air conditioners.

4.0 TERMS OF PAYMENT:

1. 25 % of contract value as advance on placement of order.
2. 1st and 2nd quarter payment remains due to winter season.
3. 35% on completion of 3rd quarter of satisfactory AMC services
4. Balance 40 % on completion of 3rd quarter of satisfactory AMC service.

5.0 TAKING OVER AIR CONDITIONERS FOR AMC CONTRACT

- 5.1 The air-conditioners shall be taken over for AMC contract on as and where installed basis.
- 5.2 The contractor shall ensure that all an conditioner are in proper working conditions at the time of taking over.
- 5.3 Any repairs required on air conditioners at the time of taking over for AMC contract shall be payable on chargeable basis after prior approval of HSCC.

SECTION II : INSTRUCTIONS TO BIDDERS

SECTION - II
INSTRUCTIONS TO BIDDERS
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A. GENERAL INFORMATION

1.1 Description of Works

The site for the work is located at HSCC India Ltd. The Scope of work involves routine maintenance service and annual maintenance service of window/Split air conditioners as detailed in Scope of work and Bill of Quantities .

1.2 The Employer

The HSCC India Ltd., Plot-E-6 (A) Block E Sector 1 Noida UttarPradesh-201301 shall be the employer / owner for the subject work.

In these documents wherever the word tender/ tenderer/ tendering has been used the same may be considered synonymous with bid/ bidder/ bidding.

2.0 Information to be Submitted :

2.1 Bids submitted shall include the following minimum information :

- (a) Copies of original documents defining the constitution, legal status, place of registration and principal place of business of the company or firm.
- (b) Copies of work orders for AMC mentioning value , magnitude of work
- (c) Copies of customer satisfaction certificate from clients.
- (d) The documentary proof showing that bidder is an authorised dealer of reputed manufacturer of window /split AC
- (e) List and bio data of Engineers and other important staff members available with Bidder.

3.0 Cost of Bidding

3.1 The bidder shall bear all costs associated with the preparation and submission of his bids and "The Employer" will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

4.0 Site Visit

4.1 The bidder is advised to acquaint himself with the job involved, visit the Site and examine site conditions, climatic conditions, labour, power, water, material availability, transport and communication facilities, environmental

regulations, laws and bye-laws of statutory bodies, and collect all information that will be necessary for preparing the bid and entering into a contract.

The cost of visiting the Site and collecting information for the purpose of submission of the bid shall be to the bidder's account.

- 4.2 The bidder and any of his personnel or agents will be granted permission by the Employer to enter upon the site for the purpose of such inspection, but only upon the express condition that the bidder, his personnel or agents will release and indemnify the Employer and Employer's Personnel and agents from and against all liability in respect thereof and will be responsible for personnel injury (Whether fatal or otherwise), loss of or damage to property and any other loss, damage, costs and expense however caused, which, but for the exercise of such permission would not have arisen.

B. BID DOCUMENTS

5.0 Content of Bid Documents

- 5.1 The Bid Documents comprise the following :-

Section I	:	Scope of work & Terms & Conditions
Section II	:	Instructions to Bidders
Section III	:	Bill of Quantities

- 5.2 The bidder is expected to examine carefully all instructions, conditions, forms, and terms in the Bid documents. Failure to comply with the requirements of the Bid Documents will be at the bidder's own risk. Bids which are not substantially responsive to the requirements of the Bid Documents will be rejected.

6.0 Clarification on Bid Documents

- 6.1 A prospective bidder requiring any clarifications on the Bid Documents may notify the Engineer in writing or by telex or cable at the Engineer's mailing address indicated in the Bid Documents. A meeting of the prospective bidders may be held, if required, at which the Engineer will respond to any request for clarification which he receives within two weeks of the first date of the issue of the tenders. Written copies of the Engineer's response (including an explanation of the query but without identifying the source of the inquiry) will be sent to all prospective bidders who have received the Bid Documents if felt necessary.

7.0 Amendment of Bid Documents

- 7.1 At any time prior to the dead line for submission of bids, the Engineer may for any reason, whether at his own initiative or in response to a clarification requested by the prospective bidder, modify the Bid Documents by amendment.

7.2 The amendment will be sent to all prospective bidders who have received the Bid documents, to arrive not later than 7 days prior to the original or extended deadline for submission of bids, in writing or by telex or cable and will be binding upon them. Prospective bidders should promptly acknowledge receipt thereof by telex or cable to the Engineer.

7.3 In order to afford prospective bidders reasonable time in which to take an amendment into account in preparing their bids, the Engineer may, at his discretion, extend the deadline for the submission of bids.

C. PREPARATION OF BIDS

8.0 Language of Bid

8.1 The bid prepared by the bidders and all correspondence and documents relating to the bid exchanged by the bidder and the Engineer shall be written in the English Language.

9.0 Documents comprising the Bid

9.1 The bid to be prepared by the bidder shall comprise the following :- the Bid and Appendix thereto, the Bid Security, the Bill of Quantities; the Schedules of Supplementary information, and any other materials required to be completed and submitted in accordance with the instructions to Bidders embodied in these Bid Documents. The forms, bill of quantities and schedules provided in these Bid Documents shall be used without exception.

9.2 All documents issued for the purpose of bidding as described in Clause 5.1 and amendments issued in accordance with Clause 7, shall be deemed to be incorporated in the Bid. Bid Documents prepared and submitted in accordance with Clause 14 and 15 shall be returned by Bidders to the Employer along with the submission of the Bid.

10.0 Bid Prices

10.1 The rates quoted for AMC services for 1st, 2nd, 3rd and 4th year shall be inclusive of all spares, accessories, manpower, tools and tackle replacement of parts, routine servicing, maintenance of AC etc. complete in all respect as per scope of work. Nothing extra shall be payable on any account for providing AMC services.

11.0 Bid Validity

11.1 The bid shall remain valid and open for acceptance for a period of **120 days** from the date fixed for receiving the same.

11.2 In exceptional circumstances prior to expiry of the original bid validity period, the Engineer may request the bidder for a specified extension in the period of

validity. The request and the responses thereto shall be made in writing or by cable or telex. A bidder may refuse the request without forfeiting his bid security. A bidder agreeing to the request will neither be required nor permitted to modify his bid, but will be required to extend the validity of his bid security correspondingly.

12.0 Bid Security

12.1 The bidder shall furnish, as part of his bid, a bid security of the amount Rs.5000/-. (Rupees five thousand only) No deviation shall be permitted from this.

12.2 The Bid security shall be in the form of a *demand draft/pay order in favour of M/s. HSCC(India) Ltd, Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, or in the form of bank guarantee for an equal amount from any nationalised/scheduled bank valid for 30 (Thirty) days after bid validity i.e. for minimum 150 days.*

12.3 Any bid not accompanied by an acceptable bid security will be rejected by the Employer/Engineer as non-responsive.

12.4 The bid securities of unsuccessful bidders will be returned as promptly as possible as but not later than *30 days* after the expiration of the period of bid validity prescribed by the Employer.

12.5 The bid security of the successful bidder will be returned upon the bidder executing the Contract and furnishing the required performance security.

12.6 The bid security may be forfeited :

- a) If a bidder withdraws his bid during the period of bid validity.
- b) In the case of successful bidder, if he fails to :-
 - i) enter into the contract, or
 - ii) furnish the necessary performance security
 - iii) does not agree to arithmetic corrections made as per terms of bid documents.

12.7 No interest will be payable by the Engineer on the bid security amount cited above.

13.0 Format and Signing of Bid

13.1 The tender shall be filled & signed only by the Firm/ Corporation in whose name the tenders have been issued. The bid shall be typed or written in indelible ink and duly signed by a person or persons duly authorised to being the bidder to the contract. Proof of authorization shall be furnished in the

form of written Power of Attorney, which shall accompany the bid.

13.2 All pages of bid shall be initialled and stamped by the person signing the bid where entries or amendments have been made.

13.3 The complete bid shall be without alterations interlining and erasures except those to accord with instruction issued by the Engineer or as necessary to correct errors made by the bidder in which case such correction shall be initialled by person signing the bid.

D. SUBMISSION OF BID

14.0 Sealing, Marking & Submission

14.1 The bid shall be submitted in accordance with the procedure detailed herein. Specified documents shall be enclosed in envelope of appropriate size each of which shall be sealed.

(i) Envelope No. 1 : Shall contain the bid security as indicated in clause 13 of these instruction to bidders.

(ii) Envelope No. 2 : Shall contain the covering letter and the other bid documents duly signed and including the following :

(a) Power of attorney of person authorised to sign the bid.

(b) Original bid documents all pages of Volumes I & II duly signed and stamped.

(c) Documents regarding constitution of bidder as indicated in Clause 2.1 of these Instructions to Bidders and other documents.

(d) Certificate of Registration.

(e) Equipments proposed to be deployed for the works.

(f) Installation Schedule and Employment Schedule.

(iii) Envelope No. 3 : Shall contain only the Bill of Quantities and rates/prices (Volume II) duly filled in and signed and stamped without any conditions whatsoever. Bids containing any conditions in Envelope No. 3 are liable to be summarily rejected.

The contractor must fill up price against each item of BOQ (Volume II) both in words and figures in the blank spaces provided in the respective columns.

Please note that the price should not be indicated in any of the documents enclosed in envelope 1 and 2. Non-compliance shall entail rejection of the bid.

- 14.2 The bidder shall seal the bid.
- 14.3 All the above three envelopes shall be sealed in a fourth envelope and addressed to *the CGM (Projects), HSCC(India) Ltd, Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301.*
- 14.4 All the above envelopes shall bear the Name of the Work as described in the Notice inviting tenders along with Tender Number, due date and Time.
- 14.5 All the envelopes shall indicate the name and address of the bidder to enable the bid to be returned unopened if required.
- 14.6 All recipients for the purpose of submitting a bid shall treat the contents of the documents as private and confidential.

15.0 Deadline for submission of bids

- 15.1 **Bids must be received by the Engineer, HSCC (India) Ltd not later than the prescribed date and time.**
- 15.2 The Engineer may, at his discretion, extend the deadline for submission of bids through the issuance of an amendment in accordance with Clause 6 in which case all rights and obligations of the Employer and the bidders previously subject to the deadlines shall thereafter be subject to the new deadline as extended.

16.0 Late Bids

- 16.1 Any bid received by the Engineer after the prescribed deadline for submission will be returned unopened to the bidder.

17.0 Modification and Withdrawal of Bid

- 17.1 The bidder may modify or withdraw his bid after bid submission, provided that modification or notice of withdrawal is received in writing by the Engineer prior to the prescribed deadline for submission of bids.
- 17.2 The bidder's modification or notice of withdrawal shall be prepared, sealed, marked and despatched in accordance with the provisions for the submission of bids. Notice of withdrawal may also be sent by telex or cable but shall be followed by a signed confirmation copy, postmarked not later than the deadline for submission of bids.
- 17.3 No bid may be modified subsequent to the dead line for submission of bids.

- 17.4 No bid may be withdrawn in the interval between the deadline for submission of bids and the expiration of the period of validity of the bid specified. Withdrawal of a bid during this interval may result in the forfeiture of the bid security.
- 17.5 Subsequent to the expiration of the period of validity of bids prescribed in the bid documents, a successful bidder who has not been notified by the Engineer of the award of the contract may withdraw his bid without penalty.

E. BID OPENING AND EVALUATION

18.0 Bid Opening

- 18.1 ***Bids shall be opened in the office of HSCC at Plot - 6 (A), Block - E, Sector - I, Noida, Uttar Pradesh - 201 301, half an hour after the prescribed time for bid submission in the presence of the bidders representative who wish to be present.***

Envelop No. 1 : Shall be opened first. If the Bid Security is not found as prescribed the bid shall be summarily rejected.

Envelop No. 2 : Shall then be opened. Bids of parties who do not accept the conditions laid above in the bid documents are also liable to be rejected.

- 18.2. The Engineer will examine the bids to determine whether they are complete, whether the requisite bid securities have been furnished, whether the bids have been properly signed and stamped and whether the bids are generally in order.
- 18.3 Telegraphic/ Fax offer will be treated as defective, invalid and rejected. Only detailed complete bids received prior to the closing time and date of the bids will be taken as valid.
- 18.4 The bidder's names, general technical details, the presence of the requisite bid security and such other details as the Engineer, at his discretion may consider appropriate will be announced at the bid opening.

Envelop No. 3 : Contain the sealed price bid of parties whose bid is found to be generally in order and substantially responsive shall be opened either at the bid opening or at a subsequent date to be intimated in advance to such eligible bidders.

- 18.5 Only summary of prices quoted by the bidders will be read out.
- 18.6 The bid of any bidder who has not complied with any of the instructions contained herein may not be considered.

19.0 Process to be Confidential

19.1 After the public opening of bids, information relating to the examination, clarification, evaluation and comparisons of bids and recommendations concerning the award of contract shall not be disclosed to bidders or other persons not officially concerned with such process.

19.2 Any effort by the bidder to influence the Employer/ Engineer in the process of examination, clarification, evaluation and comparison of bids and decision concerning award of contract may result in the rejection of the bidder's bid.

20.0 Clarification of Bids

20.1 To assist in the examination, evaluation and comparison of bids, the Engineer may ask bidders individually for clarification of their bids, including breakdowns of unit prices. The request for clarification and the response shall be in writing or cable or telex, but no change in the price or substance of the bid shall be sought, offered or permitted except as required to confirm the correction or arithmetical errors discovered by the Engineer during the evaluation of the bids in accordance with Clause 24 hereof.

21.0 Determination of Eligibility & Responsiveness

21.1 The Engineer will determine whether the bid is substantially responsive to the requirements of the Bid Documents.

For the purpose of this clause, a substantially responsive bid is one which conforms to all the terms, conditions and specifications of the bid documents without any deviation or reservation.

21.2 A bid which in relation to the cost estimates of the Engineer is unrealistically priced and which cannot be substantiated satisfactorily by the bidder may be rejected as non responsive.

22.0 Correction of Errors

22.1 Bids determined to be substantially responsive will be checked by the Engineer for any arithmetical errors in computation and summation. Errors will be dealt by the Engineer as follows :-

- a) Where there is discrepancy between amounts in figures and in words, amount in words will govern.
- b) Incorrectly added totals will be corrected.
- c) In case of any clerical error between the rates indicated in figures and words, the rate in words would prevail. In case there is any inconsistency between the rate and the value extended (after multiplication with the tender quantity), the rate quoted shall prevail.

22.2 If a bidder does not accept the correction of errors as outlined above, his bid will be rejected.

23.0 Evaluation and Comparison of Bids

23.1 Only such of the bids as have been determined to be substantially responsive to the requirements of the bid documents, in accordance with Clause 21 will be evaluated. Other non-responsive bids will be rejected.

23.2 Bidders shall note that no preference of any nature will be given to any Bidder notwithstanding any custom, usage or instructions to the contrary.

23.3 Evaluation of the bids will take into account, in addition to the bid amounts, the following factors.

- a) Arithmetical errors corrected in accordance with Clause 22.
- b) Such other factors as the Engineer considers may have a potentially significant impact on contract execution price and payments.

23.4 Offers, deviations and other factors, which are in excess of the requirements of the bid documents or otherwise result in the accrual of unsolicited benefits to the Employer shall not be taken into account in bid evaluation.

23.5 Price adjustment provisions applying to the period of execution of the contract shall not be taken into account in bid evaluation except to the extent specifically stated in the contract.

F. AWARD OF CONTRACT

24.0 Award Criteria

24.1 Subject to clause 25, Engineer will award the contract after prior approval by the Employer to the bidder whose bid has been determined to be eligible and to be substantially responsive to the bid documents and who has offered the lowest evaluated bid of the bill of quantities, provided further that the bidder has the capability and resources effectively to carry out the contract works.

25.0 Engineer's Right to Accept any Bid, to Reject any or all Bids

25.1 Notwithstanding Clause 24, the Employer/Engineer reserves the right to accept or reject any bid including the lowest and to annul the bidding process and reject all bids, at any time prior to award of contract, without thereby incurring any liability to the affected bidder or bidders or any obligations to inform the affected bidder or bidders of the grounds for the Employer's/Engineer's action.

26.0 **Notification of Award**

26.1 Prior to the expiration of the prescribed period of bid validity, the Engineer will notify the successful bidder by cable or telex or letter confirmed in writing by registered letter that his bid has been accepted.

26.2 The notification of award will constitute the formation of the Contract.

26.3 Upon the furnishing by the successful bidder of a performance security in accordance with the provisions of Clause 28, the Engineer will promptly notify the unsuccessful bidders that their bids have been unsuccessful.

27.0 **Signing of Agreement**

Upon the receipt of the notification of award by the successful bidder, the successful bidder shall fill the Agreement in accordance with form of Agreement included in the Bid Documents and submit the same to the Engineer within two weeks of the date of receipt of notification of award. The Engineer shall return the draft duly approved within ten days from the receipt of the draft and the successful bidder shall get the same engrossed, have the correct amount to stamp duly adjudicated by Superintendent of Stamps and thereafter return the same duly signed and executed on behalf of the successful bidder, all at his own cost within three weeks from the receipt of the approved draft.

28.0 **Renewal of the contract**

After expiry of the AMC of one year, the agency/contractor may be required to provide AMC services for subsequent year also. Availing of AMC services for all the air conditioners or part of the air conditioners shall be at the sole discretion of the employer. HSCC and can be for 1, 2, 3 years. The unit rates quoted in percentage above or below the AMC rates for 1st year shall be binding on the agency/contractor and the rates of same shall be considered for the evaluation of the bids.

SECTION III : BILL OF QUANTITIES

SECTION -3

BILL OF QUANTITIES

ITEM NO 1	DESCRIPTION OF ITEM 2	UNIT 3	QTY 4	RATE IN FIGURES (in RS) 5	RATE IN WORDS (in RS) 6	AMOUNT (Rs.) 7
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The tenderer shall quote rates in figures and in words under column 5&6 and extend amount to column 7

1.0 WINDOW AIR CONDITIONERS

AMC charges for maintenance services for Window type AC of following capacities (including voltage stabiliser) as per the detailed scope of services

1.1	1.0 TR	Nos	11	
1.2	1.5 TR	Nos	13	
1.3	2.0 TR	Nos	17	

2.0 SPLIT TYPE AIR CONDITIONER

AMC charges for maintenance services for Split type AC of following capacities (including voltage stabiliser) as per the detailed scope of services

2.1	1.5 TR		7	
2.2	2.0 TR	Nos	12	

3.0 VERTICAL TYPE SPLIT AIR CONDITIONERS

AMC charges for maintenance services for Vertical Split type AC of following capacities (including voltage stabiliser) as per the detailed scope of services

3.1	3.0 TR	Nos	1	
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TOTAL

ITEM NO 1	DESCRIPTION OF ITEM	2	UNIT 3	QTY 4	RATE IN FIGURES (in RS) 5	RATE IN WORDS (in RS) 6	AMOUNT (Rs.) 7
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4.0 OPTIONAL ITEM

Percentage above or below the above quoted BOQ items rates for providing AMC services for successive 4 year

2nd Year

3rd Year

4th Year

Percentage of BOQ quoted items rates		Amount
Above	Below	