

**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

**TENDER DOCUMENT
FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT
FOR WATER COOLERS**

**SR. ACCOUNTS OFFICER (G.D)
OFFICE OF THE ACCOUNTANT GENERAL (A&E)
UTTARAKHAND, DEHRADUN**

**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

TENDER DOCUMENT FOR

*Hiring of Agency for Comprehensive Annual Maintenance Contract for
Water Coolers*

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**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

ANNEXURE-1

NOTICE INVITING TENDER

Office of the Accountant General (A&E) Uttarakhand, Dehradun invites bid from the reputed firms for selection of agency for Comprehensive Annual Maintenance Contract for Water Coolers installed in office at “Mahalekhakar Bhawn”, Kaulagarh, Dehradun

The description of works is given in the tender document. The Limited Tender document send by Post only to this office. “Limited Tender for Water Coolers” must be written on upper side of the envelope.

Sl. No.	Particulars	Date	Time
1.	Closing date of submission of bid	22.01.2019	3:00 hours (P.M)
2.	Opening date of bid	22.01.2019	3:30 hours (P.M)

The Competent Authority reserves the rights to reject any or all the bids without assigning any reason and the decision of the competent authority of the office of the Accountant General (A&E) Uttarakhand, Dehradun, shall be final and binding.

**Sd/-
(RAMBIR SINGH)
SR. ACCOUNTS OFFICER (G.D)**

ANNEXURE-2
BID SUBMISSION FORM
(All Tender documents should be signed, stamped and submitted)

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

To

The Sr. Accounts Officer (GD)
Office of the Accountant General (A&E),
Uttarakhand, Mahalekhakar Bhawan,
Kaulagarh, Dehradun.

Sub: Invitation for Comprehensive Annual Maintenance Contract of Water Coolers.

We, the undersigned, declare that:

1. We have examined and have no reservations to the Bidding Documents, including Agenda issued in accordance with Instructions to Bidders.
2. We offer to execute in conformity with the Bidding Documents for providing the required services as per the details given in the tender document for the Office of the Accountant General (A&E) Uttarakhand, Dehradun.
3. Our bid shall be valid for a period of 90 days from the date fixed for the bid submission deadline in accordance with the Bidding Documents and it shall remain binding upon us and may be accepted at any time before the expiration of that period.
4. If our bid is accepted, we commit to submit a security deposit in accordance with the Bidding Documents.
5. We also declare that Government of India or any other Government body has not declared us ineligible or black listed us on charges of engaging in corrupt, fraudulent, collusive or coercive practices or any failure/lapses of any nature.
6. We also accept all the terms and conditions of this bidding document and undertake to abide by them, including the condition that you are not bound to accept highest ranked bid / lowest bid or any other bid that you may receive.

Yours sincerely,

Authorised Signatory

(Authorised person shall attached a copy of Authorisation for signing on behalf of Bidding company)

Full Name and Designation

**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

ANNEXURE-3

INSTRUCTIONS TO THE BIDDERS

1. GENERAL

- 1.1 Office of the Accountant General (A&E) Uttarakhand, Dehradun, hereinafter referred to as the 'Client' invites bids from reputed firms under enquiry method for selection of agency for Comprehensive Annual Maintenance Contract for Water Coolers installed in office at "Mahalekhakar Bhawn", Kaulagarh, Dehradun and invitation of bids under Limited Tender Enquiry.
- 1.2 While all efforts have been made to avoid errors in the drafting of the tender documents, the Bidder is advised to check the same carefully. No claim on account of any errors detected in the tender documents shall be entertained.
- 1.3 The Bidder should send the duly signed on each pages of tender documents to this office by post.
- 1.4 The bidder shall attach the copy of the authorization letter / power of Attorney as proof of authorization for signing on behalf of the Bidder.
- 1.5 All Bidders are hereby explicitly informed that conditional offers or offers with deviations from the conditions of Contract, the bids not meeting the minimum eligibility criteria and not accompanied with EMD of requisite amount/format, or any other requirements, stipulated in the tender documents are **liable to be rejected**.
- 1.6 The parties to the Bid shall be the 'Bidders' (to whom the work has been awarded) and the Office of the Accountant General (A&E) Uttarakhand, Dehradun.
- 1.7 For all purposes of the contract including arbitration thereunder, the address of the bidder mentioned in the bid shall be final unless the bidder notifies a change of address by a separate letter sent by registered post with acknowledgement due to the Office of the Accountant General (A&E) Uttarakhand, Dehradun. The bidder shall be solely responsible for the consequences of any omission or error to notify change of address in the aforesaid manner.
- 1.8 The number of machines tendered in the tender document is tentative and may increase or decrease at the sole discretion of the competent authority of the Client.

2. MINIMUM ELIGIBILITY CRITERIA

The following shall be the minimum eligibility criteria for selection of bidders technically.

- a. **Legal Entity** : The Bidder shall necessarily be a legally entity. A proof for supporting the legal validity of the Bidder shall be submitted (Pan Card, GST etc.).
- b. The Bidder shall be registered as per prevailing Laws. Relevant proof in support shall be submitted.

2.1 Documents supporting the Minimum Eligibility Criteria

- (i) In proof of having fully adhered to the minimum eligibility criteria at 2(a), attested copy of certificates of incorporation issued by the respective Registrar of firms/companies, Proprietorship Deed, Partnership Deed shall only be acceptable.

- (ii) In proof of having fully adhered to minimum eligibility criteria at 2(c), valid attested copy of required documents shall only be acceptable.

3. EARNEST MONEY DEPOSIT:

- 3.1 The bids shall be accompanied by an Earnest Money Deposit of **Rs.7,000/-** (Rupees Seven thousand only) in the form of Bank Guarantee/Demand Draft of any nationalized bank. The validity of the Bank Guarantee/Demand Draft must be up to 3 (three) months starting from the date of submission of the bids. The Bank Guarantee /Demand Draft shall be in favour of **PAO, Office of the Accountant General (A&E) Uttarakhand, Dehadun.**
- 3.2 The original of the EMD can be enclosed with Tender documents by bidder.
- 3.3 The bid without EMD may be treated cancel.
- 3.4 No request for transfer of any previous deposit of earnest money or security deposit or adjustment against any pending bill held by the Department in respect of any previous work shall be entertained.
- 3.5 Bidders shall not be permitted to withdraw their offer or modify the terms and conditions thereof. In case the bidder fails to observe and comply with the stipulations made herein or backs out after quoting the rates, the aforesaid bid security shall be forfeited to the Government.
- 3.6 No claim shall lie against the Government / Department in respect of erosion in the value or interest on the amount of earnest money deposit or security deposit.
- 3.8 **The bid security (earnest money deposit) may be forfeited:**
- (i) If the bidder withdraws his bid during the period of bid validity specified by the bidder in the bid form; or
- (ii) In case of successful bidder, if the bidder
- (a) Fails to execute the order in accordance with the terms of the tender document
- (b) Fails to furnish required performance security in accordance with the terms of tender document within the time frame specified by the Client.
- (c) Fails or refuses to honor his own quoted prices for the services or part thereof.
- (d) In such case, the bidder is also liable to be debarred from future tendering.
- 3.9 No interest shall be paid on the earnest money deposit.

4. VALIDITY OF BIDS

- 4.1 Bids shall remain valid and open for acceptance for a period of **90 days** from the last date of submission of Bids.
- 4.2 The Client may request for extension for another period of 30 days, without any modifications and without giving any reasons thereof.

5. BID:

- 5.1 The Bidder shall be required to submit their Bid in the tender documents sent them by post.
- 5.2 The Bidder should quote rates for each and every items in terms of per unit charges only in Indian Rupees (in figures as well as words in English). In case of difference of rate in figures and words, rate written in words shall only be considered. If rate is not quoted for all the items, the bid will not be valid and hence the same will be rejected.
- 5.3 The rates quoted shall be firm and final. The price should be inclusive of all i.e., cost of repair, maintenance, spare items, any part required during the period and all

other applicable taxes and duties except GST, if any Rate of GST, may be mentioned separately as it will be reimbursed to the firm at the prevailing rate.

- 5.4 At the time of payment of bills, the income tax and any other tax / duty etc. that is required to be deducted, shall be deducted at source as per Government rules and guidelines as may be prevailing at the time of payment.

6. CRITICAL DATES

Sl. No.	Particulars	Date	Time
1.	Closing date of submission of bid	22.01.2019	3:00 hours (P.M.)
2.	Opening date of bid	22.01.2019	3:30 hours(P.M.)

7. DETERMINATION OF THE SUCCESSFUL BIDDER

- 7.1 The Bidder meeting the minimum eligibility criteria with the lowest bid price subject to arithmetical correction, shall be deemed as the successful Bidder.

8. RIGHT OF ACCEPTANCE:

- 8.1 The Office of the Accountant General (A&E) Uttarakhand, Dehradun reserves all rights to reject any bids including of those bidders who fail to comply with the instructions without assigning any reason whatsoever and does not bind itself to accept the lowest or any specific bids. The decision of the Competent Authority of the Office of the Accountant General (A&E) Uttarakhand, Dehradun in this regard shall be final and binding.
- 8.2 Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work shall render the bidder's bids liable for rejection.
- 8.3 The competent authority of the office of the Accountant General (A&E) Uttarakhand, Dehradun reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this shall be binding on the bidders.
- 8.4 In case of failure to comply with the provisions of the terms and conditions mentioned, by the agency that has been awarded the contract, the competent authority of the Office of the Accountant General (A&E) Uttarakhand, Dehradun reserves the right to award the contract to the next higher bidder or any other outside agency.
- 8.5 The office of the Accountant General (A&E) Uttarakhand, Dehradun shall terminate the Contract if it is found that the Contractor was black listed/debarred on previous occasions by any of the Government Departments / Institutions / Local Bodies / Municipalities / Public Sector Undertaking etc.

9. RETURNING OF EARNEST MONEY DEPOSIT (BID SECURITY AMOUNT)

- 9.1 The Earnest Money Deposit of the unsuccessful bidders shall be returned within 7 days after opening of the eligible Bids.
- 9.2 The Earnest money deposit of all the bidders shall be returned in case of cancellation of Tender after the opening of Bids and prior to opening of bids.
- 9.3 No interest shall be paid on Earnest Money Deposit.

10. CURRENCIES OF BID AND PAYMENTS

- 10.1 The Bidder shall submit his price bid / offer in Indian Rupees and payments under this contract will be made in Indian Rupees.

11. MISCELLANEOUS

- 11.1 It will be imperative on each bidder to fully acquaint of all the local conditions and factors which would have effect on the performance of the work and its cost.
- 11.2 During the validity of this bid or during the extended period, if any, if the bidder provides the same or equivalent services to any other Department/Organisation in India at a price lower than the price fixed for AG's office, the bidder shall automatically pass on the benefits to AG's office, failing which the contractor is liable to be terminated and the Contractor is liable to be black-listed.
- 11.3 The bidder is advised to visit and examine the Site of Works and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the bid and entering into a contract for execution of the Works. The costs of visiting the Site shall be at the bidder's own expense.

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Dated : 02.01.2019

ANNEXURE-4

GENERAL CONDITIONS OF CONTRACT (GCC)

1. DEFINITIONS

1.1 General

In this Contract including the Schedules the following words and expressions shall (unless the context requires otherwise) have the meaning assigned to them in this Schedule.

Agreement	The word “Agreement” and “Contract” has been used interchangeably.
Party	The word party means the Successful Bidder and the Client “Office of the Accountant General (A&E) Uttarakhand, Dehradun”.
Letter of Acceptance	Shall mean the intent of the Client to engage the successful bidder
Termination Date	Shall mean the date specified in the notice of Termination given by either Party to the other Party, from which the Contract shall stand terminated.
Termination Notice	Shall mean the notice of Termination given by either Party to the other Party
Contractor	Shall mean the successful bidder to whom the work order has been awarded.

2 CONFIDENTIALITY

- 2.1 The Contractor shall take all precautions not to disclose, divulge and / or disseminate to any third party any confidential information, proprietary information on the Client’s business or security arrangements and/or business of the Client. The obligation is not limited to any scope and the Contractor shall be held responsible in case of breach of the confidentiality of Client’s information.

3. NOTIFICATION OF AWARD BY ISSUANCE OF ‘LETTER OF ACCEPTANCE’

- 3.1 After determining the successful bidder, Client shall issue a Letter of Acceptance (LoA) in duplicate, who will return one copy to Client duly acknowledged, accepted and signed by the authorized signatory, within **Three (3) days** of receipt of the same by him.
- 3.2 The issuance of the Letter of Acceptance to the bidder shall constitute an integral part and it will be a binding to the contract.

4. PERFORMANCE BANK GUARANTEE (SECURITY DEPOSIT)

- 4.1 The successful bidder within five days of the acceptance of the LoA shall execute a Performance Bank Guarantee in the form of a Bank Guarantee of any nationalized bank or FDR, a sum of Rs. 30000/- of the accepted contract value in favour of Pay and Accounts Officer, Office of the Accountant General (A&E) Uttarakhand, Dehradun.

- 4.2 The Bank Guarantee / FDR shall be forfeited by order of the competent authority of the Office of the Accountant General (A&E) Uttarakhand, Dehradun in the event of any breach or negligence or non-observance of any term/condition of contract or for unsatisfactory performance or for non-acceptance of the work order. The Contractor is also liable to be blacklisted by the Client in such cases. On expiry of the contract, such portion of the said Bank Guarantee as may be considered by the Office of the Accountant General (A&E) Uttarakhand, Dehradun sufficient to cover any incorrect or excess payments made on the bills to the firm, shall be retained until the final audit report on the account of firm's bill has been received and examined.
- a) If the contractor is called upon by the competent authority of the office of the Accountant General (A&E) Uttarakhand, Dehradun to deposit Security and the contractor fails to provide the security deposit within the period specified such failure shall constitute a breach of the contract and the Office of the Accountant General (A&E) Uttarakhand, Dehradun shall be entitled to make other arrangements at the risk, cost and expense of the contractor.
- b) On due performance and completion of the contract in all respects, the Security Deposit will be returned to the contractor without any interest on presentation of an absolute No Demand Certificate in the prescribed form and upon return in good condition of any specifications, samples or other property belonging to the Client, which may have been issued to the contractor

5. GENERAL TERMS AND CONDITIONS SPECIFIC TO THE CONTRACT

- 5.1 The Comprehensive AMC contract shall be comprehensive and it shall include cost on account of all types of repairs, maintenance, replacement of all part(s)/ spares and any other part of Water Coolers as per the requirements of the Water Coolers.
- 5.2 The Contractor shall ensure that the superior branded quality, only authorized by the respective brand /OEM are used during the Contract period for replacement of parts, spares or consumables. In case if it is found at a later stage that sub-standard / other brand / inferior quality items supplied, necessary action will taken against the Contractor including forfeiture of the Security Deposit and debarring them from quoting future bids.
- 5.3 Contractor shall ensure one visit of Resident Engineer mandatorily in the Client office on a call basis for the period of the contract.
- 5.4 The Contractor shall provide details like e-mail account and the telephone numbers of their service agency for lodging of complaints. All complaints shall be attended and rectified by the Contractor immediately within 24 hours of lodging (email or telephone), failing which penalty as prescribed in the tender document, shall be imposed on the Contractor and the decision of the Competent authority of the office of the Accountant General (A&E) Uttarakhand, Dehradun shall be final and binding.
- 5.5 The Contractor shall take all safety precautions in connection with the maintenance of the Water Coolers, failing which, the office of the Accountant General (A&E) Uttarakhand, Dehradun shall not own any liability whatsoever.
- 5.6 The repair and maintenance work in respect of all the Water Coolers in the buildings shall be carried out by the Contractor in the premises of the Office of the Accountant General (A&E) Uttarakhand, Dehradun. If however, the Water Coolers or any parts are required to be taken outside the office premises, it shall be done by the Contractor at their own risk and cost.

- 5.7 The Contractor shall be required to ensure one visit of Resident Engineers (REs) on a call basis in the Client's premises during the currency of the contract. The prices quoted by the Contractor in the bid shall be inclusive of the RE's charges.
- 5.8 It shall be the duty of the Contractor to attend the complaints on the spot of the respective Water Cooler. The Contractor shall also be required to attend to the complaints on Sundays and holiday and work beyond office hours in case the situation warrants so.
- 5.9 If the Contractor fails to execute the job within the stipulated time or leaves the job incomplete or refuses to complete the work or takes more time than the schedule fixed then the Contractor will be liable to be penalised. The Client reserves the right to impose a penalty at his discretion from 1% to a maximum of 10% of the order value. In such cases, Client reserves the right to the termination of the contract without any advance notice and the firm will be black-listed.
- 5.10 CAMC bills will be accepted and admitted only after satisfactorily completion of the quarter.
- 5.11 The Contractor entrusted with Client's CAMC shall execute the work in the most business-like manner maintaining optimum and high standards in all respects, without any compromise at any stage of execution.
- 5.12 The Contractor shall inspect all the Water Coolers as specified in Schedule of Works and Requirements before taking over their maintenance under the Maintenance Contract, and any missing/ non-functional part(s) listed out and brought to the notice of the undersigned within 7 days of the acceptance of maintenance contract, failing which the Contractor shall be deemed to have taken over the equipments of this office in perfectly working condition. The Contractor shall hand over the Water Coolers of this office in working condition on the expiry of the Contract.
- 5.13 The damage caused, if any, either to the equipments or to any other property of the Government through negligence or otherwise by the Contractor or his employees, shall be the responsibility of the Contractor. The financial or any other loss suffered by the Government on this account shall be made good by the Contractor and decision of the Client in this context shall be binding on the Contractor.
- 5.14 If the Contractor fails to cope with the workload or does not render satisfactory services, the Contractor shall be charged with the penalties as specified herein the tender document.
- 5.15 The Contractor shall execute and maintain the Water Coolers of the Client in accordance with the Scope of Work and Schedule of Requirements.
- 5.16 In addition any and all other guarantee mentioned in the contract, the contractor guarantees that the entire work will be done in a satisfactory manner and free from any defects in workmanship and finish and in conformity in all respects with the specifications and directions. The contractor also undertakes to repair or replace as the case may be at his own cost and risk any part of the work which may develop any defects due to bad workmanship or otherwise due to the fault of the contractor.
- 5.17 The contractor shall not be entitled to cartage and incidental charges and shall make his own arrangements at his own cost for the storage at Client's premises.
- 5.18 The Contract shall be comprehensive and it shall include works on account of all repair and maintenance and replacement of all spares / parts for all types of Water Coolers as listed in the Schedule of Requirements.

6. CONTRACTOR'S LIABILITY

- 6.1 The Contractor shall completely indemnify and hold harmless the Client and its employees against any liability, claims, losses or damages sustained by it or them by reason of any breach of contract, wrongful act or negligence by the Contractor.

- 6.2 The Contractor shall not be liable in any way whatsoever and the Client hereby expressly waives any right to, any loss, injury, damage, cost or expense of whatsoever nature directly or indirectly:
- 6.2.1 Caused by, resulting from or in connection with any Biological or Chemical Contamination or any Nuclear Risks;
- 6.2.2 consisting of, caused by, resulting from or in connection with any loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data from any cause whatsoever (including but not limited to Computer Virus) unless such loss, damage, destruction, distortion, erasure, corruption or alteration of Electronic Data was due to the negligence or default of the Contractor or any of its employees engaged in the provision of the Contract to the Client.
- 6.3 The Contractor shall not Sub-Contract, transfer or assign the contract or any other part thereof without prior written permission of the Client. In the event of the contractor contravening this condition, Client shall be entitled to place the contract elsewhere on the contractors risk and cost and the contractor shall be liable for any loss or damage, which the Client may sustain in consequence or arising out of such replacing of the contract.

7. PAYMENTS

- 7.1 The payment of the A.M.C amount will be made in two equal installments in advance on half yearly basis.
- 7.2 The contractor shall submit the bill at the end of each six months in respect of previous six months for sanction of the amount of bill and passing the bill for payment.
- 7.3 All payments shall be made by NEFT only, as per the rules of the Government and as applicable from time to time.
- 7.4 The Contract cost shall final and binding. No price escalation shall be entertained by the Client on any account whatsoever.

8. PENALTY

- 8.1 In case of breach of any conditions of the contract and for all type of losses caused, the Contractor shall fully indemnify the office of the Accountant General (A&E) Uttarakhand, Dehradun for such losses.
- 8.2 In cases of negligencies in performing duties, as stipulated herein the Annexures or as agreed in the Contract by the Contractor, the Office of the Accountant General (A&E) Uttarakhand, Dehradun shall be at liberty to get the maintenance or repairing work / replacement of consumables / spares of the Water Coolers from somewhere else at the cost and risk of the Contractor and shall make deductions from the bills preferred by the Contractor or that may become due to the contractor under this or any other contract or from the security deposit or may be demanded from him to be paid within seven days to the credit of the Office of the Accountant General (A&E) Uttarakhand, Dehradun.
- 8.3 In case the Contractor fails to attend the complaints within the same day (i.e. within 24 hours of lodging the complaint), there shall be a penalty of Rs.500/- per day / per complaint.
- 8.4 The powers of the Office of the Accountant General (A&E) Uttarakhand, Dehradun under this condition shall in no way affect or prejudice the powers in certain events to terminate the contract vested in him as herein provided nor forfeiture of performance security deposit.

9. GOVERNING LAWS AND SETTLEMENT OF DISPUTE

- 9.1 Any claims, disputes and or differences (including a dispute regarding the existence, validity or termination of this Contract) arising out of, or relating to this contract including interpretation of its terms shall be resolved through joint discussion of the Authorised Representatives of the concerned parties. However, if the disputes are not resolved by the discussions as aforesaid within a period 30 days, then the matter will be referred for adjudication to the arbitration of a sole arbitrator to be appointed by the parties in accordance with the provisions of the Arbitration and Conciliation Act 1996 and rules made thereunder including any modifications, amendments and future enactments thereto. The venue for the Arbitration will be Dehradun of the arbitrator shall be final and binding on the parties.
- 9.2 **Jurisdiction of Court :** This Contract is governed by the laws of Republic of India and shall be subject to the exclusive jurisdiction of the courts in Dehradun.

10. VALIDITY OF CONTRACT

- 10.1 The contract, if awarded, will be initially for a period of one year from the date of award subject to continuous satisfactory performance. However, on failure on this aspect by the contractor / successful bidder, the office of the Accountant General (A&E) Uttarakhand, Dehradun shall have the right to terminate the contract forthwith in addition to forfeiting the security amount deposited by the contractor and initiating administrative actions for black listing etc. solely at the discretion of the competent authority of the office of the Accountant General (A&E) Uttarakhand, Dehradun. The initial period of one year can be further extended to a maximum of two more years, at the sole discretion of the office of the Accountant General (A&E) Uttarakhand, Dehradun.

11. TERMINATION

- 11.1 This Contract may be terminated by the Client in case the Contractor is found in material breach of its obligations under this Contract Agreement. In the event of breach of the terms and conditions of the contract, the contract shall be terminated and nothing shall be payable by the Client. The Client shall also blacklist the Contractor and forfeit the performance security for the breach of terms and conditions of the Contract by the Contractor.

12. DISCLAIMER

The relatives / near relatives of employees of the Client are prohibited from participation in this bid. The near relatives for this purpose are defined as:

- (a) Members of a Hindu Undivided Family.
- (b) Their spouse.
- (c) The one is related to the other in the manner as father, mother, son(s), son's wife (daughter-in-law), daughter(s) & daughter's husband (son-in-law), brother(s) & brother's wife, sister(s) and sister's husband (brother-in-law).

13. CORRUPT OR FRAUDULENT PRACTICES

- 13.1 The Contractors shall observe the highest standard of ethics during the procurement and execution of the contract.
- 13.2 AG's office shall reject a proposal for CAMC of Water Coolers, if it determines that the Bidder has engaged in corrupt or fraudulent practices in competing for the contract in question.
- 13.3 AG's office will declare a firm ineligible / black-list, either indefinitely or for a stated period of time, if it at any time determines that the firm has engaged in corrupt or fraudulent practices in competing for this bid, or in executing the contract.
- 13.4 AG's office shall also terminate the contract and black list the contractor in case it is found that the contractor was blacklisted /debarred by any other organization on any occasion.

**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

ANNEXURE-5

SCHEDULE OF WORKS/ REQUIREMENTS

1. COMPREHENSIVE CONTRACT:

- 1.1 The term 'Comprehensive Annual Maintenance Contract' (CAMC) shall include cost on account of all repair and maintenance of all the Water Coolers, replacement of spare parts / mechanical / consumable / compressor / any other parts thereof during the currency of the contract at the exclusive risk, responsibility and cost of the Contractor. In brief, the department shall not bear any cost for anything whatsoever after the Water Coolers units have been handed over to the Contractor for maintenance.

2. GENERAL INSTRUCTIONS FOR MAINTNENCE/SERVICE:

- 2.1 The contractor will keep adequate quantity of spares for immediate repairs and will replenish the same from time to time as per requirement. The contractor will supply, repair / replace all the spare parts during the currency of the contract as mentioned in the scope of work and as per guidelines of the Client.
- 2.2 The contractor will attend to the complaints and breakdowns promptly as and when required.
- 2.3 The contractor should have all requisite service facilities at their work centers for carrying out such works and a contact telephone number for attending to urgent repairs even after office hours.
- 2.4 The contractor will make arrangement for all necessary tools, tackles and equipments for carrying out the above service contract including trolley, vacuum pump, gas charging equipments etc.
- 2.5 The spare parts supplied by the contractor should be brand new /original one and from the reputed manufacturers / sources to ensure satisfactory performance. Used /repaired spare parts will not be accepted. Before using any spare, the same should be shown and got approved by the Client. The contractor will ensure that the repairs carried out do not require same repairs again within a reasonable time.
- 2.6 Contractor will perform the leak test and ensure that there is no leakage and required refrigerant gas is there.
- 2.7 The technician deputed for the job shall be skilled and have sufficient experience.

3. MONTHLY & HALF YEARLY SERVICING:

- 3.1 CAMC of Water Coolers includes servicing of Water Coolers monthly and half yearly as per the activities mentioned below (Dry Service- monthly and wet service-half yearly) and attending breakdowns whenever required.
- 3.2 The contractor will carry out servicing of Water Coolers, once a month at all stations as mentioned above, and will ensure smooth running of all Water Coolers. The cost of spares, tools, tackles, consumables, transportation to sites is included in the service rates and shall not be paid separately.
- 3.3 The maintenance / servicing shall be planned in consultation with the Client.
- 3.4 The work shall be carried out as per the best engineering practices and to the satisfaction of Client.

4. REPAIRING OF WATER COOLERS:

- 4.1 In general, all repairs should be carried out at the respective places of complaint only. Wherever repair is not feasible at the site of complaint or it requires additional facilities from other sources, faulty unit will be handed over to the contractor / its

representative against acknowledgement as per prevailing procedures of the Client. Contractor will carry out necessary repairs on the faulty unit and fix the unit back in its original place in operating condition under the intimation of Client or his authorized representative.

5. REPLACEMENT OF COMPRESSORS:

- 5.1 Replacement of failed compressor will have to be done within 7 days time from the date of intimation. The failed compressors will be replaced by equivalent NEW compressors of same make only, failing which it shall invoke penalty clauses, as referred in the tender document.

6 ATTENDING OF BREAKDOWN:

- 6.1 Any breakdown call given by the Client's representatives shall be attended immediately by the Resident Engineer. In case contractor's Resident Engineer fails to attend the call within the stipulated / specific time limit or fails to carry out the job of maintenance like replacement of spares etc. due to any reasons whatsoever, the said job shall be got done through other agency at the discretion of Client at the sole risk and cost of the contractor and the amount shall be deducted from contractor's bill. Decision of the Client shall be final and binding in this regard.

8. PERFORMA FOR HALF YEARLY MAINTENANCE:

- 8.1 A general Performa for periodic HALF yearly servicing shall be provided to the Contractor. The contractor will carry out the work as per Performa for necessary records & payment. The contractor will undertake any other service as may be required for effective performance of the cooling appliances without any extra cost except for provisions in the contract.

**OFFICE OF THE ACCOUNTANT GENERAL (A&E) UTTARAKHAND,
MAHALEKHAKAR BHAWAN, KAULAGARH, DEHRADUN**

No. 76/G.D/AMC/Water Cooler/2018-19/1094-1098

Dated : 02.01.2019

**ANNEXURE-6
PRICE BID**

NAME OF BIDDER.....

QUOTE YOUR PRICES

Sl. No.	Comprehensive Annual maintenance Charges of Water Coolers		
	Quoted prices per unit per year	No. of Units	Total Quoted Amount
1.		19	
2.			
3.			
4.			
Total Bid price for CAMC of Water Coolers			

The prices should be exclusive of GST/Taxes.

Date :

(SIGNATURE OF BIDDER)

Place:

(OFFICIAL SEAL)
FULL NAME & DESIGNATION