



**MADHYA PRADESH STATE ELECTRONICS  
DEVELOPMENT CORPORATION LTD.**

Tender No.03 MPSEDC: ACGM: P&A 2016-17

**COMPREHENSIVE AMC OF WINDOW AND SPLIT A.C. UNITS  
AT  
MPSEDC  
ELECTRONICS COMPLEX, PARDESHIPURA, INDORE.**

State IT Centre, 47-A, Arera Hills, Bhopal – 4620 11.  
Tel: (0755) 2518604, 2579815, Fax: (0755) 2579824

## INVITATION OF BIDS

Chief General Manager, M P State Electronics Development Corporation Ltd. (MPSEDC) invites online bids for Comprehensive Annual Maintenance Contract of window and split AC units at our office Electronics Complex, Pardeshipura, Indore. Interested bidders may obtain further information from the office of MPSEDC Ltd. Bhopal.

- |   |  |
|---|--|
| A. Cost of Tender Document                          | : Rs.1000/- (Rupees One thousand only non-refundable) payable online.                    |
| B. Processing Fee                                   | : Rs.250/- (non-refundable)+ Service Tax extra-payable online.                           |
| C. Purchase Start and end dates of Tender document. | : Purchase Start date 01.04.2016 from 10.30 AM and end 22.04.2016 up to 5.30 PM.         |
| D. Last date of submission of Bid                   | : Date 23.04.2016 up to 3.00 PM  |
| E. Date of opening of Technical Bid                 | : Date 23.04.2016 at 4.00 PM   |
| F. Date of opening of Financial Bid                 | : Informed over phone/Email to the bidders who qualify for opening of the Financial Bid. |
| G. EMD  | : Rs. 10,000 /- (Rupees Ten Thousand only) payable online.                               |
| H. Place of opening of Bids                         | : MPSEDC Ltd., 47-'A' Arera Hills, Bhopal (M.P)  |
| I. Mode of submission Bids                          | : ONLINE   |

### NOTE:

1. Bids can be downloaded and purchased online from the website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) and can be viewed freely on websites [www.mpsedc.com](http://www.mpsedc.com) / [www.mapit.gov.in](http://www.mapit.gov.in) / [www.dit.mp.gov.in](http://www.dit.mp.gov.in)
2. Any future Corrigenda/ Information shall be posted only on our website [www.mpeproc.gov.in](http://www.mpeproc.gov.in) / [www.mpsedc.com](http://www.mpsedc.com) / [www.mapit.gov.in](http://www.mapit.gov.in) / [www.dit.mp.gov.in](http://www.dit.mp.gov.in)
3. **OUR HELPLINE NO. 18002588684**

**CHIEF GENERAL MANAGER**  
**MPSEDC Ltd.**  
**State IT Centre,**  
**47-'A', Arera Hills,**  
**Bhopal- 462011**  
**Tel: 0755- 2518602**

## Letter of Submission of Tender

**TO**  
**The Chief General Manager**  
**M.P. State Electronics Development Corp Ltd.**  
**State IT Centre, 47-A, Arera Hills,**  
**Bhopal (M.P) 462011.**

I/We, the undersigned, have read and examined in detail and bidding the document and also hereby declare that:

### **PRICE AND VALIDITY:**

- ❖ All the rates quoted in our proposal are in accordance with the terms as specified in bid documents. All the prices and other terms and conditions of this proposal are valid for a period of 180 calendar days from the date of the opening of the tender.
- ❖ We do here by confirm that our bid prices include all taxes and duties, transportation and installation etc. except VAT & Service Tax.
- ❖ We hereby declare that if any Tax is altered under the law, we shall pay the same.

### **DEVIATIONS:**

We declare that all the services shall be performed strictly in accordance with the tender conditions with no deviations.

### **QUALIFYING DATA:**

We confirm that all information/data have been submitted as required by you in your tender document.

We hereby declare that our proposal is made in good faith, without collusion or fraud and the information contained in the proposal is true and correct to the best of our knowledge and belief. I/We agree that in case any information is found to be incorrect, the tender is liable to be rejected at any point of tendering process.

Bid submitted by us is properly sealed and prepared so as to prevent any subsequent alteration and replacement.

We understand that you are not bound to accept the lowest or any bid you may receive.

Thanking you,

Yours Faithfully

(Signature of Bidder)

Date:

Name:

Place:

Designation:

Business Address

Seal:

**GENERAL INFORMATION AND EMD DETAILS**

1	Name and Address of the Bidder:	
2	Contacts:	
3	Telephones:	
4	Fax:	
5	E-mail:	
6	Mobile No:	
7	Name of Chief Executive Officer and Telephone No.	
8	Sales Tax/Commercial Tax/ CST nos.	
9	Service Tax No.	
10	Income Tax PAN/GIR No.	

Note: Separate sheets may be attached wherever necessary.

Signature of the Bidder  
With stamp and date

## **INSTRUCTIONS TO BIDDER**

1. Bidders are required to submit all bids online only.
2. Bids in physical form will not be considered/accepted.
3. The Bidders are required to **deposit bids, tender cost, Processing fee and EMD on online only**
4. Bidders are required to submit bids as per the timelines given in the invitation of bids.(Page No.2)
5. The bidders are required to submit a list of enclosures, if any.

Pre-qualification offer shall be opened only of those who have submitted the EMD as specified.

Financial offer shall be opened only of those who have submitted proper EMD and are selected in Pre-qualification Evaluation.

Each page of the tender document is required to be signed by the authorized signatory and deposited along with the pre-qualification offer.

6. All erasures, cuttings and alterations made while filling the offer document should be initialed by the authorized signatory. Overwriting of figures is not permitted.

## **ELIGIBILITY CRITERIA**

1. The Bidder should be an authorized service provider of any of the company's whose ACs are installed in our office.
2. The Bidder should have at least two orders of Rs. 5.00 (Five) lakhs each for Maintenance of ACs during the last three financial years. Copies of the supply orders should be enclosed.
3. The Bidder should have a full fledged Service Centre at Indore.

#### 4. TERMS AND CONDITIONS

1. EMD of unsuccessful Bidders shall be returned after the award of the contract. EMD of successful Bidder shall be refunded after deposit of Security Deposit of 10%. No interest shall be paid on the EMD/Performance Security.
2. Tender shall be submitted in official tender format only. If submitted in any other format the same shall be summarily rejected.
3. Tenders received without prescribed tender fee, processing fee, earnest money shall not be considered.
4. Tender form shall be complete in all respects and no paper shall be detached from the tender.
5. The tender is liable to be ignored if complete information is not given there-in, or if the particulars and data (if any) asked are not filled in.
6. The successful Bidder shall deposit 10% of the gross annual contract value for one year as performance security deposit with MPSEDC in the form of Demand Draft/Performance Bank Guarantee payable in favor of M.P.S.E.D.C. Ltd. Bhopal which will be returned on expiry of the contract, **No** interest shall be paid on Performance Security/EMD.
7. The Agencies can inspect the site and equipments with the AC Technician after taking prior approval between 11.00 AM to 5.30 PM on all working days. No extra charges shall be payable for non awareness of the site/equipments conditions and constraints. Water & Electricity shall be provided free of cost.
8. Corrections, if any in the tender must be attested by the Bidder with sign and seal.
9. Late tenders will not be considered and shall be rejected.
10. The rates quoted should be on FIRM & FIXED basis.
11. Following procedures shall be adopted in case of difference in quoted rates in figures and words and extensions.
  - a. Where there is difference between rates in figures and in words, the rates quoted in words shall be considered as correct.

- b. Where the amount of an item is not worked out or it does not correspond to the rate either in figure or in words, the rates quoted in words shall be considered, as correct and necessary calculation shall be made.
  - c. Where the rates quoted by the Bidder in figures and in words tally, but the amount is not worked out correctly, the rates quoted by the Bidder shall be considered as correct and amount shall be corrected accordingly.
12. The contract shall generally be awarded to the lowest Bidder as per the Bid Evaluation Criteria complying with statutory norms. However M.P.S.E.D.C. does not bind itself to accept the lowest or any other offer and reserves the right to accept or reject any or all the offers either fully or partly without assigning any reasons and is not bound to accept the lowest bid since due weight- age shall be given to several factors besides the commercial bid.
  13. The Managing Director, MPSEDC shall have the authority to cancel the Tender process if MPSEDC does not find a suitable tender. MPSEDC shall have the right to call fresh tender in these circumstances where in prior bidders shall have the right to participate in the fresh process. The Bidders shall have no right to challenge the authority and decision of MPSEDC to cancel the tender process for the reasons deemed fit by the Managing Director, MPSEDC.
  14. If the awarded Bidder fails to accept the contract, the EMD amount will be forfeited and the second lowest in the list of selected agencies shall be given the opportunity for the contract and so on and so forth.
  15. The successful Bidder has to enter into an agreement as per the draft agreement enclosed at Annexure – I for smooth functioning for a period of three years within 10 days of receipt of the order.
  16. The Bidder shall be responsible for compliance of all statutory obligations under Contract Labor (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act, Payments of Wages Act or any other applicable law in force in India at the time of award of the contract or in future.
  17. The Bidder shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
  18. The Bidder shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.
  19. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.



20. The name and address of the Bidder shall be clearly stated and no overwriting, correction, insertion shall be permitted in any part of the tender unless duly countersigned and sealed with official stamp by the Bidder. The tender shall be filled and submitted strictly in accordance with the instructions laid down herein, failing which the tender is liable to be ignored.
21. The bids should be valid in the case of all the tenders for at least 180 days from the date of opening of the tender. In the case of the successful Bidder, rates quoted shall be valid for the entire period of the contract.
22. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, MPSEDC may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract and Security Deposit will be forfeited. MPSEDC's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.
23. The MPSEDC shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify MPSEDC in case of any damage or liability, which may arise on account of action of contractor.
24. Payment shall be made quarterly basis (on expiry of the period) after issue of satisfactory report by Dy. Chief General Manager (ETDC) Indore office and T.D.S as applicable will be deducted.
25. The Bidder shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any contractor/sub-contractor(s) and the contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).
26. In case L-1 is more than one, then the past performance of the Bidder, turnover will be the criteria and the decision of MPSEDC will be final.
27. **Comprehensive AMC of Window & Split unit AC's shall include all material spares, replacement /repairs of compressor from OEM's, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.**
28. A minimum stock of spares including compressors, fan & blower motors, fan blades(1 no of each model) & accessories etc. will have to be maintained at the premises for meeting immediate exigencies of work and upkeep of equipments at all times.

29. Contractor has to do quarterly service of the unit by trained personnel including the following:-

- a) Rectification of defects observed during inspection.
- b) Checking of electrical parts including motors & rectification.
- c) Checking & adjustment of controls and lubricating of moving parts.

A self certified certificate to be submitted for the compliance of the same to Dy. Chief General Manager (ETDC) Indore office in every quarter.

30. The rates of AMC shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects.

31. The penalty amount per complaint will be as follow :

- I) Minor fault not rectified within 6 hour @ Rs 50/- per hour.
- II) Major faults like Compressor replacement, repairing of refrigerant piping not rectified within 48 hours @ Rs 500/- per day.
- III) If OEM or above specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
- IV) Any delay beyond 10 days in rectifying the major fault, the penalty will be enhanced to Rs 1000/- per day.
- V) Beyond 15 days if the equipment gets repaired in the open market, the actual cost of the same shall be recovered from the contractor. In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority.

**NOTE**            **The type of fault i.e. major – like compressor replacement, repairing of refrigerant piping, etc. Or minor fault will be decided by the CGM of MPSEDC and his decision will be final.**

32. The bidder is required to provide services of a technician/ engineer on receipt of call immediately without fail or may deploy a technician in the office to take care of the maintenance at his own cost.

33. Qualified service technician should be available round the clock on his Mobile Phone.

34. The contractor will maintain history sheet of equipments under maintenance contract with detailed specification which is open for verification by MPSEDC.

35. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the history sheet.
36. Complaint / Feedback / Performance report: - The Contractor will maintain all records of the complaints in a Register in the given format.
37. After completion of the Agreement, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to MPSEDC.
38. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
39. MPSEDC shall in no way be responsible in any dispute of whatever kind, between the contractor and the staff engaged by him.
40. Any damage resulting to the system on account of the negligence or mall- operation shall be made good by the contractor. Nothing extra will be paid for such work.
41. The contractor shall arrange to render efficient service as per the terms & conditions of the tender/agreement. However, in case the contractor fails to maintain the service to the satisfaction of MPSEDC and any expenditure incurred therein for alternative arrangements by MPSEDC shall be recovered from the contractor.
42. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by MPSEDC. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
43. Water and power shall be made available free of cost for bonfire use.
44. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be the property of the Contractor.
45. All bills concerning AMC payments shall be put up by the Bidder to Dy. Chief General Manager (ETDC) Indore office for his verification and then only be forwarded by Indore office to Dy. Chief General Manager (P&A) Bhopal for further processing and payment of the Bill.
46. No food and transport and any other amenity in the nature of perks will be provided by the MPSEDC for the Bidder's personnel.

47. The Contractor will work in close co-operation with Dy. Chief General Manager (ETDC) Indore office of MPSEDC for the repair & Maintenance services as per tender.
48. The agreement will be valid for Comprehensive AMC of Window & Split AC units as incorporated in the contract document. This should be strictly adhered to.
49. The Bidder shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and, papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the Bidder, from time to time.
50. No Bidder shall contact on its own, the Competent Authority on any matter relating to its bid, from the time of the bid opening to the time the contract is awarded. Any effort on part of a Bidder to influence the Competent Authority or members or Technical/Monitoring committee, in the decision making of bid evaluation; bid comparison or award of contract may result in rejection of the Bidder's bid.
51. In the event of any loss and damage caused to the properties of the MPSEDC due to the negligence of the Bidder/its employees, the Bidder shall be solely responsible to repay the loss/damage accordingly.
52. The MPSEDC will not be responsible for any injury sustained to the personnel deployed by the Bidder during the performance of their duties and also for any damages or compensation due to any dispute between the Bidder and its staff.
53. MPSEDC is free to add/delete ACs to/from the list of ACs.
54. The scope of the work and/or tenure of the contract shall be valid for a period of three years which can be enhanced on mutual consent.
55. **Any future Corrigendum/Information shall be posted only on our website**  
[www.mpeproc.gov.in./](http://www.mpeproc.gov.in/)[www.mpsedc.com/](http://www.mpsedc.com/)[www.mapit.gov.in/](http://www.mapit.gov.in/)[www.dit.mp.gov.in](http://www.dit.mp.gov.in)

**58. OUR HELPLINE No. 18002588684**

## **TECHNICAL EVALUATION CRITERIA**

The Bidder is requested to submit the following information, documents, etc. for Technical evaluation:-

1. The list of major maintenance contract executed in last three years giving details of type of work, name & address of client and consultants, value of job & duration including photocopies of major orders with complete certificates.
2. Copies of latest solvency certificate and annual turn over details.
3. List of plant & machinery, tools & tackles available with the contractor and intended to be used in the said job in the enclosed data sheet in format "A".
4. Copies of satisfactory certificates from the clients & consultant.
5. Copies of credentials of main owner and executor of job giving details of qualifications & experience.
6. Details of the technical staff available for the required job in format "B".
7. Details of infrastructure available at Bhopal in format "C".



**TECHNICAL STAFF – “B”**

1. Number of qualified engineers :
2. Number of qualified engineer intended to be posted on this project.
3. Number of qualified diploma engineers
4. Number of qualified diploma engineers Intended to be posted on this project

Please give details of the factory certified engineer for maintenance of Air Conditioners.

**DETAILS OF SKILLED SEMI-SKILLED AND UNSKILLED EMPLOYEE**

S.No.	CATEGORY WITH THE FIRM	NO. AVAILABLE
1.	Skilled	
2.	Semi -Skilled	
3.	Unskilled	

(SEAL & SIGNATURE OF BIDDER)

**INFRASTRUCTURE AVAILABLE AT BHOPAL ‘ “C”**

1. Office Area :
2. Whether owned or rented :
3. Workshop area
4. List of tools & equipment's in Annexure attached
5. Whether Mobile service Available

(SEAL & SIGNATURE OF BIDDER)





## SCOPE OF WORK

Details of Air Conditioner installed at Indore office premises, Electronics Complex Pardeshipura Indoere

S No	Type of AC	Capacity	Qty	Total tons	Make	Location
01	Window	1.5 TR	3.Nos	4.5	Voltas 03	CSC
02	Window	2 TR	01 No	2.0	Amtrex	CSC
03	Split	1.5 TR	12 Nos	18.0	Amtrex/Samsung 02+10	CSC
04	Split	2 TR	11 Nos	22.0	Amtrex/Samsung 05+06	CSC
05	Split Ductable	3TR	04 Nos	12.0	Voltas/Amtrex 03+01	CSC
06	Split Ductable	5 TR	08 Nos	40.0	Amtrex/Carrier 06+02	CSC
07	Ductable	5.5 TR	05 Nos	27.5	Voltas 05	CSC
08	Split Ductable	7.5 TR	19 Nos	142.5	Amtrex /Carrier/ Cool Aid 06+05+08	CSC
09	Split Ductable	7.5 TR	09 Nos	67.5	Voltas 09	CSC
10	Split	2.0 ton	4 Nos	8.0	Stk Trf from Bhopal	CSC
	<b>Total Ton at CSC</b>			<b>344.00 ton</b>		CSC
11	Cassette	2.0 TR	03	6.00	LG	MPSEDC office
12	Split	1.0 TR	04	4.0	Voltas Vertis	-
13	Split	2.0 TR	06	12.0	Voltas Vertis	-
	<b>Total Ton at MPSEDC</b>			<b>22 ton</b>		
	<b>Total ton</b>			<b>366.00</b>		

**ANNEXURE “F”**

**PRICE BID ON TON BASIS**

**A AC MAINTENANCE:**

<b>S.No</b>	<b>Particulars</b>	<b>Qty.</b>	<b>Rate per ton, per year (in Rs.) excluding VAT &amp; Service Tax.</b>	<b>Amount per year (in Rs.)</b>
1.	Comprehensive Annual maintenance Charges for ACs Total Rs.	366 Tons		

**B. OTHER MISCELLENIOUS**

<b>S.No.</b>	<b>Details</b>	<b>Qty.</b>	<b>Unit</b>	<b>Rate (in Rs.) excluding VAT &amp; Service Tax.</b>	<b>Amount (in Rs.)</b>
1.	Reinstallation of Old Split AC with gas charging servicing 1.5 TR	1	No.		
2.	Reinstallation of old Split AC with gas charging servicing 2.00 TR	1	No.		
3.	Reinstallation of old Cassette AC with gas charging servicing	1	TR		
4.	Cu Piping 5/8” with insulation	1	RM		
5.	Cu Piping ¼” with insulation	1	RM		
6.	Cu Piping 3/8” with insulation	1	RM		
7.	Cu Piping ½” with insulation	1	RM		
8.	Electrical wiring from indoor to outdoor unit	1	RM		
9.	Drain Pipe PVC	1	RM		
<b>Total Rs.</b>					

**Note: (1) The bidders are required to quote rates for all items of requirement for items ‘A’ and ‘B’ positively without fail. If any bidder fails to quote rate for all items of the requirement, then the bid may be liable for rejection at the discretion of MPSEDC.**

**(2) The rates should be inclusive of all taxes FOR destination except VAT and Service Tax, VAT and Service Tax shall be extra as applicable.**

**SIGNATURE:**

**DATE:**

**SEAL:**

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF ACs  
AGREEMENT**

1. This agreement is made on \_\_\_\_\_ between \_\_\_\_\_ an AC Annual Maintenance Contract services providing Agency to various establishments and Industrial units, having its registered office at \_\_\_\_\_ (hereinafter referred as "**Agency**") which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the first part and M.P. State Electronics Development Corporation Ltd., incorporated under the Companies Act 1956 and having its registered office at State IT Centre, 47-A, Arera Hills, Bhopal – 462011 (hereinafter referred as MPSEDC which term or expression, unless excluded by or repugnant to the subject or context, shall mean and include its successors-in office and assigns of the second part.
2. \_\_\_\_\_, the Agency having sufficient experience in providing Annual Maintenance of ACs to Industrial Establishments, Offices, Units and Institutions and is desirous of extending its services to the MPSEDC and its various offices.
3. MPSEDC having their offices at Bhopal is desirous of availing services of the Agency for efficient maintenance of Air Conditioners in their establishment.
4. Both the parties have agreed to enter into an agreement to avail/provide maintenance of Air Conditioners for smooth functioning in the offices w.e.f. \_\_\_\_\_ for a period of three years.
5. The Agency shall undertake comprehensive Annual Maintenance of Air Conditioners in the office of MPSEDC.
6. Agency shall be fully responsible for discipline and turnout of their personnel during their duty hours at specified time.
7. The successful Bidder shall deposit 10% of the Contract value for one year as performance security deposit with MPSEDC in the form of Demand Draft/Performance Bank Guarantee payable in favor of M.P.S.E.D.C. Ltd. Bhopal which will be returned on expiry of the contract, **No** interest shall be paid on Performance Security/EMD.
8. The rates quoted should be on FIRM & FIXED basis.
9. The Bidder shall be responsible for compliance of all statutory obligations under Contract Labor (Regulations & Abolitions) Act, Minimum Wages Act, Service Tax Act, Payments of Wages Act or any other applicable law in force in India at the time of award of the contract or in future.

10. The Bidder shall not at any time during the currency of this agreement sub-contract the job entrusted to them for performance to any other party.
11. The Bidder shall affect Insurance at their own cost for their personal and properties belonging to them, MPSEDC shall not be responsible for any damage/loss of any nature whatsoever.
12. In the event of dispute arising out of this agreement, the Managing Director, MPSEDC, shall be the sole Arbitrator and his decision shall be final and binding on both the parties.
13. The contract once awarded can be terminated by either party after giving one month notice to the other party. Nevertheless, MPSEDC may terminate the contract of the contractor without any notice in case the contractor commits a breach of any of the terms of the contract and Security Deposit will be forfeited. MPSEDC's decision that a breach has occurred will be final and shall be accepted without demur by the Contractor.
14. The MPSEDC shall in no way be responsible for any default with regard to any statutory obligation and the Contractor will indemnify MPSEDC in case of any damage or liability, which may arise on account of action of contractor.
15. Payment shall be made quarterly basis (on expiry of the period) after issue of satisfactory report by Sr. Gen. Manager (P&A) and T.D.S as applicable will be deducted.
16. The Bidder shall at all times indemnify and keep indemnified the owner and its officers, servants and agents from and against all third party claims whatsoever (including time and shall not be limited to property loss and damages, personal accidents, injury or death of persons or servants or agents of any contractor/sub- contractor(s) and the contractor shall at his own cost and initiative at all time, maintain all liabilities under Workman's Compensation Act, Fatal Accident Act, Personal Injuries, Insurance Act and/or Industrial Legislation from time to time in force).
17. Comprehensive AMC of Window & Split unit AC's shall include all material spares, replacement /repairs of compressor from OEM's, gas charging, air filter, electrical parts, servicing, overhauling, greasing, starting relay, overload protector, wiring repairs, motor rewinding with bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, remote set repairs, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.
18. A minimum stock of spares including compressors, fan & blower motors, fan blades(1 no of each model) & accessories etc. will have to be maintained at the premises for meeting immediate exigencies of work and upkeep of equipments at all times. Efforts should be made to ensure close to zero MTBF (Mean Time between Failures).
19. Contractor has to do quarterly service of the unit by trained personnel including the following:-

- d) Rectification of defects observed during inspection.
- e) Checking of electrical parts including motors & rectification.
- f) Checking & adjustment of controls and lubricating of moving parts.

A self certified certificate to be submitted for the compliance of the same to Senior General Manager (P&A) in every quarter.

- 20. The rates of AMC shall be inclusive of all taxes, duties octroi, works contract tax, cartage loading, sales tax, turnover tax and any other statutory taxes and service tax complete in all respects.
- 21. The penalty amount per complaint will be as follow:
  - I) Minor fault not rectified within 6 hour @ Rs 50/- per hour.
  - II) Major faults like Compressor replacement, repairing of refrigerant piping not rectified within 48 hours @ Rs 500/- per day.
  - III) If OEM or above specification component is not used as maintenance spare, the cost of the equipment will be paid by the vendor if the equipment becomes unserviceable.
  - IV) Any delay beyond 10 days in rectifying the major fault, the penalty will be enhanced to Rs 1000/- per day.
  - V) Beyond 15 days if the equipment gets repaired in the open market, the actual cost of the same shall be recovered from the contractor. In extreme cases, the action of forfeiture of security money/pending bill/blacklisting of the firm can be resorted at the discretion of the competent authority.

**NOTE The type of fault i.e. major – like compressor replacement, repairing of refrigerant piping, etc. Or minor fault will be decided by the ACGM of MPSEDC and his decision will be final.**

- 22. AMC shall also include deployment of **ONE FULL TIME QUALIFIED SERVICE TECHNICIAN** and at least one supporting technician during working hours six days a week including holidays at no extra charges. He will report to Dy. Chief General Manager (ETDC) to take necessary instruction on daily basis.
- 23. In case, the service technician of the Bidder found absent from his duty then an amount of Rs. 500/- per day shall be recovered from the contractor's bill.
- 24. Qualified service technician should be available round the clock on his Mobile Phone.

25. The contractor will maintain history sheet of equipments under maintenance contract with detailed specification which is open for verification by MPSEDC.
26. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the history sheet.
27. Complaint / Feedback / Performance report: - The Contractor will maintain all records of the complaints in a Register in the given format.
28. After completion of the Agreement, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to MPSEDC.
29. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
30. MPSEDC shall in no way be responsible in any dispute of whatever kind, between the contractor and the staff engaged by him.
31. Any damage resulting to the system on account of the negligence or mall- operation shall be made good by the contractor. Nothing extra will be paid for such work.
32. The contractor shall arrange to render efficient service as per the terms & conditions of the tender/agreement. However, in case the contractor fails to maintain the service to the satisfaction of MPSEDC and any expenditure incurred therein for alternative arrangements by MPSEDC shall be recovered from the contractor.
33. The contractor or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by MPSEDC. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance and operation. Care shall also be taken not to damage installation by improper handling.
34. Water and power shall be made available free of cost for bonfire use.
35. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be the property of the Contractor.
36. The staff deployed by contractor shall be versed with the job requirement and shall not be changed without information to MPSEDC.
37. All bills concerning AMC payments shall be put up by the Bidder to Dy. Chief General Manager (ETDC) for his verification and after verification shall be forwarded to Dy. Chief General Manager (P&A) Bhopal for further scrutiny and payment.
38. The Contractor will work in close co-operation with Dy. Chief General Manager (ETDC) Indore of MPSEDC for the repair & Maintenance services as per tender.

39. The Bidder shall ensure that no inward/outward material movements takes place from MPSEDC premises without proper documents and, papers found completed in every respect and signed by authorized signatory of MPSEDC which shall be communicated to the Bidder, from time to time.
40. In the event of any loss and damage caused to the properties of the MPSEDC due to the negligence of the Bidder/its employees, the Bidder shall be solely responsible to repay the loss/damage accordingly.
41. The MPSEDC will not be responsible for any injury sustained to the personnel deployed by the Bidder during the performance of their duties and also for any damages or compensation due to any dispute between the Bidder and its staff.
42. MPSEDC is free to add/delete ACs to/from the list of ACs.
43. The scope of the work and/or tenure of the contract shall be valid for a period of three years can be enhanced on mutual consent.
44. The Tender document and all correspondence if any, between MPSEDC and the Agency will be an integral part of the Agreement.
45. The Agreement can be extended with written consent of both the parties.

In witness there of the parties here into have affixed their signature on their behalf and through their authorized representative on this \_\_\_\_\_

For and on behalf of Agency

For and on behalf of MPSEDC