

YASHWANTRAO CHAVAN ACADEMY OF DEVELOPMENT ADMINISTRATION

ESTATE DEPARTMENT

RAJBHAVAN COMPLEX, BANER ROAD, PUNE - 411 007.

Phone No. (020) 25608408

E- TENDER PAPERS

E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR AIR CONDITIONERS & OTHER EQUIPMENTS/ MACHINERIES AT YASHADA

For the period of Two Years 2021– 2023

Cost of Tender Form	:	Rs. 1,000/- (Non-refundable)
Earnest Money	:	Rs. 20,000/- (Refundable)
Security Deposit	:	5% (Five Percent) of Accepted Tender Amount
Blank tender forms Download Period	:	08/01/2021 (09.30 AM) to 01/03/2023 (03.00 PM)
Last Date of Submission	:	01/03/2021 (Up to 03.00 PM)
Date of Technical Bid Opening	:	03/03/2021 (At 03.00 PM) (If Possible)

DETAILED E- TENDER NOTICE

YASHWANTRAO CHAVAN YASHADA OF DEVELOPMENT ADMINISTRATION
Raj Bhavan Complex, Baner Road, Pune 411 007.
Phone No. (020) 25608408

E-Tender of Comprehensive Annual Maintenance Contract for Air Conditioners & other Equipments/Machineries at Yashada for a period of two years 2021-2023.

Online Lump sum e-tenders are invited, for above work, from Agencies having Certificate of registration as AC manufacturers/Authorized Dealers or Distributors/ Private Limited firm /Public Limited Firm/Government / Semi Government organizations/ partnership firm / Private Limited company/ Valid Shop Act License, as applicable having experience of similar works for minimum 3 years period, by Yashada and will be received in the form of e-Tenders on or before 01/03/2021. Blank tender can be downloaded from <https://mahatenders.gov.in> on 08/02/2021 at payment of cost of tender form mentioned below. Tender is also available for perusal on www.yashada.org.

NAME OF WORK:-E-Tender of Comprehensive Annual Maintenance Contract for Air Conditioners & other Equipments/Machineries at Yashada for a period of two years 2021-2023.

Cost of each blank tender form	:	Rs. 1,000/- to be paid online.
Time period	:	Two years (2021-2023)
Earnest Money	:	Rs. 20,000/- to be paid online.
Security Deposit	:	5% of accepted Tender cost
Last date and time up to which Blank Tender forms will be issued.	:	08/02/2021 at 9.30 am to 01/03/2021 at 03.00pm
Date & time of receipt of e-tender	:	01/03/ 2021 (Up to 03.00pm.)
Date of Tender Opening	:	03/03 /2021 at 03.00 Pm (If possible)

1. Validity Period:-

The offer of the Agency shall remain valid for acceptance for a minimum period of **90 days** from the date fixed for opening of Envelope No.2 (Price Bid) and thereafter, until it is withdrawn by the Agency by notice in writing duly addressed to the authority opening the tender and sent by Registered Post Acknowledgement Due. The tender notice shall form a part of the contract agreement.

1.1 No Joint Venture allowed.

- 1.2 Right is reserved by Yashada to revise or amend the tender documents fully or part thereof prior to the date notified or amended for the receipt of tender. Such deviations/amendments if any shall be communicated in the form of corrigendum or by a letter as may be considered suitable and shall be part of tender.
- 1.3 The bidder should enter his offer only at the stipulated place in the price bid.
- 1.4 Right is reserved to reject any or all tenders without assigning any reason thereof by YASHADA.
- 1.5 Tenders which do not fulfill all or any conditions or are incomplete in any respect are liable to summary rejection by Yashada. Conditional tenders will be rejected outright.
- 1.6 No alteration in the form of tender, the schedule of tender and no additions in the scope or special stipulation will be permitted.
- 1.7 The tender should be submitted in Technical and commercial bids separately and uploaded online on e - Tender portal.

2. GENERAL

- 2.1 **Time limit:** The work contract is for two years (2021-2023) as specified in the Notice inviting tender which shall be reckoned from the date of written order of commencing the work and shall be inclusive of monsoon period. The contract period may be extended up to 3 to 6 months on same rates, terms and conditions, if needed by Yashada.
- 2.2 **Tender Rate:** Tender rates should be filled in only in the Price Bid (Schedule -B)
- 2.3 **Tender Units:** The bidders should particularly note the machineries/quantities mentioned in the SCHEDULE-B. No change in the machineries/quantities shall be allowed. In the case of difference between rates written in figures and words, the correct rate will be the one, which is lower of the two.
- 2.4 The Income Tax/ GST (TDS) at the rate as prescribed by the competent authority shall be deducted from bill amount, whether it is, measured bill, advance payment or secured advance and other charges as per Government rules. All taxes imposed by the government will be recovered from the amount payable to the agency for services provided.

3. EARNEST MONEY:

- 3.1 Earnest money of Rs. 20,000/- (in words Twenty Thousand only) and nonrefundable tender fee of Rs. 1,000/- (in words One Thousand only) should be paid online through respective portal in the software.
- 3.2 Earnest money of the un-successful bidders will be refunded only after an intimation of rejection of their tender is sent to them. Cost of bid will be borne by bidder.

- 3.3 The successful bidder will pay the security deposit amount (5% of accepted tender amount) and complete the tender documents as mentioned in the tender documents
- 3.4 If any technical difficulties arise while filling up e-tender, please contact on toll **free No. 180030702232 at NIC.**
- 3.5 Even though the bidders meet the requirements, they are subject to be disqualified, if they have made misleading or false representations in the forms, statements and attachments submitted in support of the qualification requirements, specified in the Technical Bid.
- 3.6 Price bid will be opened only in respect of those Agencies which are found eligible after scrutiny of technical bid.
- 3.7 In case of insufficient response to this offer, Yashada may extend the period of tender.

4. TENDERING PROCEDURES:

4.1 Envelope No.1 (Technical bid):

The online envelope clearly marked as "Technical bid Envelope -1" shall contain the scanned copies of originals of following Documents:-

- a) Proof regarding submission of tender fee and EMD, online challan copies needs to be uploaded.
- b) Certificate of registration as AC manufacturers / Authorized Dealers or Distributors / Private Limited firm / Public Limited Firm/ Government / Semi Government organizations / partnership firm / Private Limited company / Valid Shop Act License, as applicable.
- c) Certificate of registration of GST.
- d) Certificate of registration of PAN/TAN Number.
- e) The Turnover certificate from CA (chartered accountant) for last three financial years (for the financial year 2017-18, 2018-2019, 2019-20) showing annual minimum turnover related to air conditioner maintenance business not less than Rs. 10 lakhs. per annum (No Balance Sheet should be uploaded) As per Annexure-1.
- f) Self declaration by bidder that they have not been blacklisted by any Ministry/Department/Govt. organization of Central/State or any Public sector organization or there is no litigation with any organization on account of similar type of services and Self declaration by bidder that no Judicial case is pending in court of law against firm as per Annexure-2.
- g) Duly signed declaration regarding acceptance of terms and conditions of the tender by bidder as per Annexure-3.

- h) Previous experience for last 3 years & work in hand. (Specific work completion certificate/experience certificate specific to the work order shall be produced.)
- i) Personal and Bank details of bidder as per Annexure-4.

The bidders should upload all above documents. Only technically qualified tenders Price Bid will be opened.

4.2 Envelope No. 2-(Price Bid)

The bidder shall have to quote rates for total work comprising Part-A, Part-B, Part-C of Schedule-B. In case of difference in amounts quoted in figures and words and total, due to any arithmetical errors, the lowest of figures or words shall be considered.

The bidder should quote their offer (Lump sum) excluding GST and inclusive of all admissible levies, duties & transport, for two years period of AMC on the format given in the e-tender documents for Price bid (Schedule-B). The bidders should upload all documents of Price bid (Schedule-B). GST shall be paid and deducted as per applicable rates against each bill for services rendered by Agency to Yashada as per contract. Bidder shall mandatorily quote his price bid for all of the parts Part-A, Part-B and Part-C separately and also quote the total rates of Part-A, Part-B and Part-C comprehensively at appropriate places in Schedule-B

A declaration to the effect that the bidder has fully studied the specifications, local conditions, availability of labour and materials and that the agency has quoted their rates with the consideration to all these factors is to be enclosed.

Even though the Bidders meet the above requirement, they are subject to be disqualified if they have made misleading or false representations in the forms, statements, Annexures and attachment submitted in proof of the qualification requirements.

Record of poor performance such as abandoning the work, not properly completing the contract, inordinate delay in completion of work or litigation history or blacklisting history or financial failures etc., shall be adequate grounds for disqualification of bidder.

5. CRITERIA FOR L1 :

- 5.1 The price bid of technically qualified bidders shall be opened and lowest offer of technically qualified bidder shall be accepted. The total bid amount offered in price bid by the bidder for Part-A, Part-B and Part-C in total shall be on the basis of computation of the L1 rates. The acceptance of tender shall be communicated to the Agency by email or otherwise.
- 5.2 The successful bidder will have to sign the original copy of the tender papers according to which the work is to be carried out. Such a bidder shall also have to give a declaration to the effect that the bidder has fully studied the site, specifications, local conditions and availability of labour and materials and that the bidder has quoted their amount with the consideration to all these factors.

6. SECURITY DEPOSIT:

- 6.1 The successful bidder shall have to pay 5% of accepted tender amount , as security deposit in the form of Demand Draft drawn on any Nationalized Bank in favour of The Director General, Yashada payable within 10 days of communication of acceptance of tender and complete the contract documents within 10 days of payment of security deposit, failing which his earnest money deposit and security deposit will be forfeited to Yashada and Yashada may decide to blacklist such agency for future tenders.
- 6.2 All compensation or other sums payable by the Agency under the terms of this contract or any other contract or on any account may be deducted from Agency's Security Deposit or from any sums which may be due to him or may become due to him by Yashada on any account and in the event of the security amount being reduced by reason of any such above noted deductions, the Agency shall within 10 days of receipt of notice of demand from the HoD Estate make good the deficit.
- 6.3 There shall be no liability on Yashada to pay any interest on the Security amount Deposited by or recovered from the Agency.
- 6.4 The Security Deposit shall be refunded after successful completion of contract terms and payment of final bill.

Tender of Comprehensive Annual Maintenance Contract for Air Conditioners & other Equipment's/Machineries at Yashada for a period of two years 2021-2023.

7. TERMS AND CONDITIONS

7.1 SCOPE OF WORK:-

- 1 Contract will be for a period of two years from the date of order and covers normal use of equipment under user recommended environmental conditions.
2. This contract is for comprehensive maintenance of Air conditioners, air coolers, bottle coolers, deep freezers and freezers which are installed in YASHADA campus and mentioned in Schedule-B and includes supplying and replacement of all Spares, compressors, condensing coil etc. as per requirement The spare parts including compressors of the equipment /machinery, which are to be supplied and replaced shall be of genuine make/O.E.M. & of same company of the equipment i.e. Voltas, Blue Star, Carrier, Videocon, LG, Onida, etc as far as possible. Agency has to provide and maintain the refrigerant of appropriate make and type in the compressor of the A.C. units, freeze, deep freezers Air Coolers and bottle coolers which shall be full to the sufficient pressure to achieve required temperature or to the satisfaction of Engineer-In-Charge / Competent authority of YASHADA. All work shall be done to the satisfaction of Engineer In charge.
3. In case of change in scope, for payment purpose, increase/decrease in machines shall be calculated on prorata basis, and accordingly addition/reduction in claim shall be paid

regarding work related to Part-A on tonnage / Part-B on liter/ Part-C on C.F.M. as per Schedule-B.

4. All kinds of spare parts and material needed to repair all machineries shown in Schedule-B should be kept in storage in advance so that the services should not be hampered. Machineries can not be taken out of Yashada campus. due to any internal repair or for any reason without permission of office / authority.

5. The contract includes Shifting of ACs outdoor/indoor units from one location to another location as per as maintenance requirements and directed by Engineer In charge due to any reason.

6. The technicians of Agency should give daily attendance including in and out time. It is necessary to submit daily service report duly signed by AC technician with all detailed repaired work/repair status, in prescribed format with signature of concerned user where the repair & maintenance work has been carried out. The agency will keep the maintenance registers as directed by the Yashada to monitor day-to-day work of the agency. Same shall be certified by Engineer In charge and it has to be enclosed with the quarterly bills raised.

7. The Agency shall deploy qualified sufficient skilled A.C. technicians minimum two. technicians shall be available for day to day maintenance on all days during office hours. Also if required the Agency will get the required work done with the help of the deployed technician and will have to complete the remaining work in extra time.

8. Reduction / Increase in Items :- Items mentioned in Schedule-B may increase or decrease by 25% of total no. of equipment's /machineries on unit basis mentioned in Schedule-B at tendered rate.

For payment purpose, increase/decrease in machines shall be calculated on prorata basis, and accordingly addition/reduction in claim shall be paid regarding work related to Part-A on tonnage / Part-B on litre/ Part-C on C.F.M. as per Schedule-B.

9. The clause 7.19 shall be part of scope of work.

7.2 PREVENTIVE MAINTENANCE SCHEDULE:

a) For each ac/machine dry servicing should be done once in quarter/ as and when required in which Agency has to clean the filter , indoor unit, outdoor unit with blower and checking the required gas pressure, vibrations, noise, fan motor & its blade balance, Indoor air flow Room temperature etc. All work shall be done to the satisfaction of Engineer In charge.

b) Wet servicing should be done as and when required or as directed by Engineer In charge in which all above mentioned activity has to be done with water cleaning instead of blower.

c) In addition to preventive maintenance schedule, the Agency has to address the break down or complaints as corrective maintenance within 24 hours.

d) The maintenance contract is inclusive of onsite comprehensive and preventive as well as corrective maintenance of the air conditioners and other equipment's etc. as mentioned above and as per Schedule-B. The Agency has to submit the schedule of preventive maintenance in detail to Engineer In charge/competent authority within 15 days of agreement for approval to the Engineer In charge/HoD, who shall, if required make amendments and approve the schedule and handover to the Agency. The schedule may be changed as per Yashada's requirements. The agency should adhere to the maintenance schedule authorized

by Yashada and should strictly follow the schedule. The Agency shall submit 1 copy of service report to Estate Department after service and 1 copy of service report along with bill.

7.3. PAYMENT:

1) Yashada shall have right to forfeit the amount of the security deposit or the part thereof in case of breach of contract by the agency. Yashada, in such cases of breach of contract reserves right to blacklist the agency.

2) All payments shall be made in Indian currency. The payment will be released on Quarterly basis after ascertaining that the service is rendered satisfactorily. The preventive and corrective maintenance service report has to be submitted with bill. The reports of periodic maintenance and breakdown maintenance shall be signed by the user of that AC/Cooling equipment's or his representative at location shown in Schedule-B. After certifying the same, by random checking Engineer- In- Charge or his Subordinates, HoD Estate shall process the bill for payment. No payment shall be made in advance.

3) Wherever applicable, the Agency is responsible for and shall regularly make payment of contribution to the Provident Fund (including employers & employees contribution), Employees State Insurance Corporation, Deposit Linked Insurance Scheme and all other statutory dues that may become due or payable by the Agency for the manpower deployed by them for the service provided to Yashada.

4) The Agency shall submit satisfactory completion report along with quarterly bills, viz bills shall be submitted every three months for three months period. The payment against the work shall be paid within 30 working days provided bills being in order, by Yashada. Payment of running bill to contractor should be made only after satisfactory completion report of various areas shown in Schedule-B. Unsatisfactory work shall be redone by agency as per instructions given by the Engineer in charge / HoD. Continuous unsatisfactory work shall be considered as breach of contract.

5) Agency should submit list of all staff along with bio-data and photographs, bank account details in the following format to Yashada.

Name] Xerox copy of all documents
Company Name] Identity card of employees
Age] Agency photo
Nearest police station/chowki's name]]
Adhar card number]]
Bank Account Details]]

6) Yashada reserves right to reject any or all tenders without giving any reasons.

7) For payment purpose, increase/decrease in machines shall be calculated on prorata basis, and accordingly addition/reduction in claim shall be paid regarding work done related to Part-A on tonnage / Part-B on liter/ Part-C on C.F.M. as per Schedule-B.

7.4 RISK PURCHASE: If Agency fails to complete the work within time limit, uncompleted/ balance work shall be carried out by third party at risk and cost of Agency,

with penalty charges as mentioned below with prior notice by Yashada. Such amount shall be debited from the Agency's bill / due amount.

7.5 PENALTY

(1) In case agency fails or neglect to put equipment / machinery in proper working conditions and order within the stipulated period of 24 hours or period decided by Engineer In charge/HoD Estate (on case basis), Agency shall be liable to penalty at the following rates per day.

- (a) Rs. 500/- per AC and freezer/ Deep Freezer per day.
- (b) Rs. 250/- per Air cooler/Water cooler per day.

(2) In case of breach of contract, Yashada reserves the right to terminate the contract after forfeiting the security deposit and getting the balance contract executed from other agency at the risk and the cost of the agency terminated and Yashada may take action of blacklisting the agency for future tenders.

(3) Yashada reserves the right to refer any work related queries to competent outside agencies to resolve the query, arising out of CAMC. Findings /resolutions will be binding to the Agency.

(4) Maximum acceptable non-working of machinery / equipment of AC working will be 24 (Twenty Four) hours for any equipment / machinery. However if this limit is crossed the Agency will be liable for penalty as per clause No.7.5.(1). Provided in case of some practical situation Engineer In charge or competent authority may take decision about remission of penalty on documentary evidence.

(5) The responsibility of maintaining machineries efficiently & uninterrupted is that of the Agency and amount of penalty, in case of default, will be recovered from the bill per no. per day basis. If the device is not maintained at any time in three months or the device is in closed condition then the payment will not be made due to non servicing.

(6) During duration of CAMC, if due to any reason, sufficient skilled AC technicians minimum two are not provided as mentioned in scope, the double amount per persons for skilled technician, as per current rates in Minimum wages Act, shall be deducted corresponding to their absence period, from quarterly bills.

7.6 LEGAL INSTRUCTIONS

(a) Any error in description or in quantity or omission of the item in the Schedule-B shall not vitiate this contract.

(b) Agency shall be liable for any accident, loss, death, injury to persons at Yashada or any place for damages of any kind to life or property in the course of this work. The Agency shall indemnify Yashada against any claims related to the above.

(c) The Agency shall not sublet the work.

(d) Agency has to submit the documents related to Agency's office address, telephone number, mobile number and FAX number in respect of which the documents related to bank

have been submitted in writing to YASHADA. If it is to be changed, it will be mandatory for the Agency to provide prior intimation to YASHADA.

(e) During the course of work under this contract, the Agency shall ensure that no Damages to YASHADA's property and personnel occurs. If any such damage occurs of this work, the Agency shall be liable to make good the same to Yashada and the affected persons. In case of default, the recovery of such damages will be made from agency's bills. The Agency shall indemnify Yashada from any claim arising due to any such incident caused by the agency.

(f) The employees deployed by the agency at the Yashada shall be its own employees under their exclusive management, supervision and control and Yashada shall in no way be responsible or liable for their wages.

(g) **INDEMNITY**

The agency shall at all times keep Yashada effectually indemnified against all actions, suits, proceedings, losses, costs, damages, charges, claims and demands in any way arising out of or by reason of anything done or omitted to be done by the Agency and against all costs and expenditure incurred by YASHADA in that respect. The Agency shall also keep YASHADA indemnified against all claims for compensation under the provision of any law for the time being in force / brought in to force by or in respect of any Employee deployed by the Agency in carrying out the obligations under the contract and against all costs and expenditure incurred by YASHADA in connection there with. YASHADA shall be entitled to deduct any amount due from all money payable to the agency by way of compensation as aforesaid or of any other nature and costs and expenses in connection with any claim thereto. For this purpose an Indemnity Bond will have to be executed by the Agency, before commencement of service.

7.7 INSTRUCTIONS FOR CONTRACT EXECUTION

(a) The Agency shall take instructions from the HoD Estate/ Engineer In charge or his Subordinate regarding maintenance & repairs works under this contract and complete the work within the time specified. The Agency shall ensure proper co-ordination with the Estate department of Yashada.

(b) The material storage space, supply of water and use of electric energy required for work shall be made available by Yashada. All the materials used in the works under the contract shall be genuine, original, new and of the make as of the equipment / machinery. The workmanship and material shall be as per specifications and as prescribed in relevant latest edition of B.I.S. code and to the entire satisfaction of the HoD Estate/ Engineer In charge. Safe storage of the Agency's material in Yashada campus will be his sole responsibility.

(c) The Agency shall be responsible for removing the debris arising out of the works under this contract and shall ensure that the site is cleared of all such debris by proper disposal and shall also be responsible to clear if any leakages appears due to A.C. water piping without any extra payment, whatsoever.

(d) The Agency shall return the stock of all reusable material to Yashada or else the cost thereof shall be recovered from the Agency's bill after mutual decision on cost.

(e) If any Compressor gets faulty, new compressor will be installed on replacement basis as per its make or as per market availability duly approved by Engineer In charge matching the same unit.

7.8 SAFETY MEASURE

a) The Agency shall take all necessary precaution for the safety of the workers and preserving their health while working in such job as require special protection and precautions. The Agency shall also comply with the direction issued by the HoD Estate/ Engineer In charge in this behalf from time to time.

(b) It is responsibility of Agency the workmen employed by agency should at all times during maintenance shall wear appropriate safety equipment during work. Every incidence of non compliance of such instructions will be penalized.

7.9 Agency is required to keep strict vigilance on Indoor/outdoor units, if any tampering to any Indoor/outdoor units is noticed same shall be immediately reported to Engineer In Charge. The agency itself to decide the monitoring schedule for tampering related to Indoor/outdoor unit depending on their experience.

7.10 The License or permits for the material etc. required for this Contract shall be obtained by the Agency directly from the authority concerned at his own cost.

7.11 Agency will also keep the record of equipment /machinery, failure / complaint report time & date and of compliance of the complaint. These records /service reports will be monitored & certified by Yashada for maintaining quality and efficiency of services. At the end of every month or as and when directed to do so the Agency shall produce this record to Engineer In charge or competent authority.

7.12 Agency also to check randomly whether AC remotes are properly operated by the users/representatives. Close AC monitoring/ random checking to be done at regular interval as required.

7.13 The Name of Ac Technicians along with their bio-data, photographs, and proof of residence should be submitted to the Engineer In Charge / HoD estate (before such persons are deployed at Yashada, changes should be informed forthwith when they take place.

7.14 All the workmen deployed by the agency at the Yashada shall abide by the disciplinary procedures, rules and regulations laid down by the Yashada from time to time.

7.15 All persons deployed by the agency shall at all times be medically fit. The employees deployed by the agency should always wear prescribed uniforms while on duty.

7.16 The agency should co-operate with all other agencies working in the campus. It would also ensure that its activities do not disturb officials, participants and campus residents of YASHADA.

7.17 (A) Agency also to check randomly whether machines are properly operated by the users/representatives. Close machines monitoring/ random checking to be done at regular interval as required.

(B) Agency has to submit advance programme. Agency shall take proper care for performing machines Maintenance in all areas shown in Schedule-B.

(C) Agency has to collect certificate of execution of work from users/ housekeeping supervisors who are occupying/ in charge of areas mentioned in Schedule-B, in prescribed format.

7.18. Agreement – The successful bidder has to execute Agreement on Stamp paper. The necessary stamp duty charges shall be borne by the Agency whose tender is accepted as per Govt. of Maharashtra Circular, नौदणी महानिरीक्षक व मुद्रांक नियंत्रक, पुणे, महाराष्ट्र राज्य, यांचे अ.शा.पत्र क्र. 005//मु./प्र.क्र.20/17, दिनांक 18/8/2017.

7.19. Taking over and handing over of maintenance: –

a) The Agency will carry out detailed inspection of AC equipment's /machineries before quoting the tender cost. Agency shall take over an AMC, on its responsibility. Similarly, Agency is also expected to hand- over entire machinery in good working conditions on date of completion of contract.

b) After completion of Agreement and before commencement of work, Agency shall carry out inspection of AC equipment's /machineries within 10 working days and shall submit the report to Competent Authority at YASHADA. No extension of time limit shall be allowed. Agency shall report regarding major works like compressor failure resulting in replacement of the compressor by new along with gas charging. The Agency report shall be verified by Competent Authority, YASHADA. The list of such AC equipment/machineries regarding which compressor has to be replaced shall be finalized and submitted to Competent Authority, YASHADA which shall be jointly signed by Agency and Engineer In Charge/HOD Estate. The cost of replacement of such compressor by new along with gas charging shall have to be done by Agency after YASHADA Approval, as per current schedule of rates of PWD, Electrical, Government of Maharashtra. YASHADA shall approve expenditure of each such work of replacement of such compressor by new along with gas charging and compensate the Agency for the expenditure incurred only for those AC Equipment/machineries jointly agreed by Agency and YASHADA. No other repairing work shall form a part of such list. All other works, shall be included in comprehensive AMC, and Yashada shall not pay any additional amounts for such works.

If Agency fails to provide inspection report as specified above within 10 days of signing of agreement, the AMC shall commence to be operation from the 11th day of signing of the agreement. No further remissions shall be allowed to the agency.

7.20 Complimentary Service without extra charges – In addition to maintenance service, Agency should provide monthly training to the staff of Yashada, supervisors working in Yashada, housekeeping & conservancy units in respect of operative Instructions like operating ac remote, basic on/off, Temperature control operations in consultation with Engineer In Charge or his subordinates.

7.21 Dispute:

Any dispute arising out of the terms and conditions of this contract or in the interpretation of any clause herein shall be settled by mutual discussion between the nominated authorities of the Yashada and the authorized representative of the Agency.

1. Settlement of Disputes

All disputes or differences of any kind whatsoever that may arise between the YASHADA, and the Agency in connection with or arising out of the contract or subject

matter thereof, whether during the progress of contract or after its completion shall be settled as under:

2. Mutual Settlement

All such disputes or differences shall in the first place be referred by the Agency to the YASHADA in writing for resolving the same through mutual discussions, negotiations, deliberation etc. associating representatives from both the sides and concerted efforts shall be made for reaching amicable settlement of disputes or differences.

7.22 Settlement through Court

It is a term of this contract that the Agency shall not approach any Court of Law for settlement of such disputes or differences unless an attempt has first been made by the parties to settle such disputes or differences through Arbitration.

7.23 Jurisdiction of Courts

Jurisdiction of courts for dispute resolution shall be PUNE only.

7.24 TERMINATION OF AGREEMENT:

(I) During the period of this agreement, the Yashada shall have the right to terminate this agreement if it is not satisfied with the performance of the Agency by giving 30 days notice in writing.

(II) In case the Agency desires to terminate the contract during the period of the agreement, the Agency will required to give three months prior notice to YASHADA. Agency will not exit the contract upto 6 months from the commencement of contract work.

7.25 FORCE MAJEURE:-

Agency shall not be liable for failure to perform its obligations under this contract, if such failures results from circumstances which could not have been reasonably foreseen and which are beyond Agencies reasonable control such as acts of God, acts of Government, war, natural disasters or court order.

SPECIAL INSTRUCTIONS TO BIDDERS

- i. The bidder should study all the tender documents carefully and understand the tender contract conditions and specifications etc. before quoting the tender. If there are any doubts, they should get clarifications by contacting with Engineer In charge in Estate Dept. Yashada but this shall not be a justification for submission of late tender or extension of opening date.
- ii. The bidder must obtain for himself on his own responsibility and at his own expense, all the information which may be necessary for the purpose of filling this tender and for entering into a contract for execution of the same and visit the site and acquaint himself with the site conditions before quoting.
- iii. The bidders are requested to visit the site of works familiarize themselves with the locality and ascertain the availability and cost of all the materials and labour and any other information necessary for quoting for the work. No excuse regarding lack of information or details, affecting the tender cost shall be entertained after receipt of tender and the bidder cost shall be deemed to have full knowledge of all relevant details.
- iv. The bidder should quote his offer as stipulated in Price Bid SCHEDULE-B in tender document
- v. The quoted rates in Schedule-B shall be valid for acceptance by Yashada for 90 (Ninety) days from the date of opening of the Tenders.
- vi. Within 10 days of the receipt of the LoA, the successful bidder shall be bound to deposit security deposit as described earlier and Implement the contract by signing an agreement in accordance with the Terms and Conditions of Contract work order shall be issued immediately after signing the agreement.
- vii. Yashada do not bind itself to accept the lowest or any tender and reserve to themselves the right to accept or reject any or all the tenders either in whole or in part without assigning any reason for doing so.

Annexure – 1
(To be scanned and uploaded in technical Envelope)
(Printed on letter head of Chartered Accountant)
Turnover Certificate

Name of the Company/Firm/Agency :

Address of the Company/Firm/Agency :

This is to certify that I have verified the annual turnover of the Company/firm/Agency named above for business related to Comprehensive Annual Maintenance Contract for Air Conditioners & other Equipment's/Machineries and it is as mentioned below; and that it is correct.

Sr. No.	Description	Financial Year 2017-18 Rs. . (both, in figures and words)	Financial Year 2018-19 Rs. . (both, in figures and words)	Financial Year 2019-20 Rs. . (both, in figures and words)
1.	Annual Turnover in respect of Maintenance of Air Conditioners & other Equipment's/Machineries.			

Place :-

Date :-

**Name, Address, Signature and Seal of the
Chartered Accountant**

Annexure-2

(To be scanned and uploaded in technical Envelope)

(Printed on letterhead of firm/ company)

Self-Declaration regarding not being blacklisted

I Shri / Smt. ----- Proprietor/Director/Authorised signatory of the Company/ firm/ Agency M/s.-----, hereby declare that we are not black-listed by any Central/State Government/Public Sector Undertaking or any other organisation for Comprehensive Annual Maintenance Contract for Air Conditioners & other Equipment's/Machineries at Yashada (For the year 2021-2023) in India or elsewhere.

We are not involved in any litigation that may have an impact on execution of contract or may compromise the delivery of service as required under this tender.

There is no Judicial case is pending in court of law against firm.

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-3

(To be scanned and uploaded in technical Envelope)
(Printed on letterhead of firm/ company)

SELF DECLARATION

6.1. Declaration as regards acceptance of terms and conditions of contract

1. I Shri. /Smt. -----Proprietor / Director /
authorized signatory of the Company/Firm/Agency M/s -----
-----am competent to sign this declaration and execute this
tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information/documents furnished along with the tender are true and authentic to
the best of my knowledge and belief. I / We, am / are well aware of the fact that
furnishing of any false information / fabricated document would lead to rejection of
my tender at any stage, besides the liabilities towards prosecution under appropriate
law.

(Signature of Authorized Person)

Place: _____
Name _____

Date : _____

Designation _____

Address: _____

Seal _____

Annexure-4

(To be scanned and uploaded in technical Envelope)

Personal & Bank Details for RTGS

All columns are mandatory

Sr .No.	Personal Detail	
1.	NAME OF THE COMPETENT PERSON & AGENCY	
2.	ADDRESS OF THE AGENCY	
3.	CONTACT DETAILS	1) LANDLINE NO. : 2) MOBILE NO.: 3) e-mail ID :
5.	PAN NO.	
6.	GST NO. –	
Bank Details –		
1.	NAME OF THE AGENCY FOR RTGS	
2.	NAME OF THE BANK	
3.	CITY OF THE BANK	
4.	ACCOUNT NO	
5.	ACCOUNT TYPE	
6.	BRANCH CODE	
7.	ADDRESS OF THE BRANCH	
8.	IFSC CODE	
9.	MICR NO.	

(Signature of Authorized Person)

Place: _____

Name _____

Date : _____

Designation _____

Address: _____

Seal _____