

# Tender Document

For Comprehensive AMC of Air Conditioners

2023-24



SUPREME AUDIT INSTITUTION OF INDIA  
लोकहितार्थ सत्यनिष्ठा  
Dedicated to Truth in Public Interest

**Principal Accountant General (A&E) Haryana**

Plot No. 4 & 5, Sector-33B, Chandigarh-160020

<https://cag.gov.in/ae/haryana/en>



Bid Number/बोली क्रमांक (बिड संख्या):  
GEM/2023/B/3110691  
Dated/दिनांक : 17-02-2023

### Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	10-03-2023 18:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	10-03-2023 18:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Comptroller And Auditor General (cag) Of India
Department Name/विभाग का नाम	Indian Audit And Accounts Department
Organisation Name/संगठन का नाम	Office Of Accountant General A And E Ut Chandigarh
Office Name/कार्यालय का नाम	Pag Ae Haryana
Item Category/मद केटेगरी	Annual Maintenance service-AIR CONDITIONER
Contract Period	1 Year(s) 1 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	5 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required	Yes
MSE Exemption for Years of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover	No
Startup Exemption for Years of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC),Additional Doc 3 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes

**Bid Details/बिड विवरण**

<b>RA Qualification Rule</b>	50% Lowest Priced Technically Qualified Bidders
<b>Type of Bid/बिड का प्रकार</b>	Two Packet Bid
<b>Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय</b>	3 Days
<b>Estimated Bid Value/अनुमानित बिड मूल्य</b>	215000
<b>Evaluation Method/मूल्यांकन पद्धति</b>	Total value wise evaluation
<b>Financial Document Indicating Price Breakup Required</b>	Yes

**EMD Detail/ईएमडी विवरण**

Required	No
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**ePBG Detail/ईपीबीजी विवरण**

Required	No
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**Splitting/विभाजन**

Bid splitting not applied.

**MII Compliance**

MII Compliance	Yes
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**MSE Purchase Preference/एमएसई खरीद वरीयता**

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
2. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
3. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service

provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.

4. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.

5. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

6. Reverse Auction would be conducted amongst first 50% of the technically qualified bidders arranged in the order of prices from lowest to highest. Number of sellers eligible for participating in RA would be rounded off to next higher integer value if number of technically qualified bidders is odd (e.g. if 7 bids are technically qualified, then RA will be conducted amongst L-1 to L-4). In case number of technically qualified bidders are 2 or 3, RA will be between all without any elimination. If Buyer has chosen to split the bid amongst N sellers, then minimum N sellers would be taken to RA round. In case Primary products of only one OEM are left in contention for participation in RA based on lowest 50% bidders qualifying for RA, the number of sellers qualifying for RA would be increased to get at least products of one more OEM (directly participated or through its reseller) if available. Further, if bid(s) of any seller(s) eligible for MSE preference is / are coming within price band of 15% of Non MSE L-1 or if bid of any seller(s) eligible for Make in India preference is / are coming within price band of 20% of non MII L-1, then such MSE / Make in India seller shall also be allowed to participate in the RA process.

#### Additional Qualification/Data Required

**Site Address/ Pre Bid Meeting venue and date:**LEKHA BHAWAN PLOT NO 4 AND 5 SECTOR 33 B CHANDIGARH -160020

**Specific Scope:**[1676007210.pdf](#)

#### Annual Maintenance Service-AIR CONDITIONER ( 8 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	High Wall Split AC
Amc Brand	HITACHI
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Under AMC and Functional
Type of AMC	Comprehensive

Specification	Values
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Avnish Kumar	160020,PLOT NO. 4 & 5 SECTOR-33B CHANDIGARH	8	N/A

**Annual Maintenance Service-AIR CONDITIONER ( 56 )**

**Technical Specifications/तकनीकी विशिष्टियाँ**

Specification	Values
<b>Core</b>	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	Window AC
Amc Brand	OTHER
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	5 to 7 years
Technology of Air Conditioner	Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Under AMC and Functional
Type of AMC	Comprehensive
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Avnish Kumar	160020,PLOT NO. 4 & 5 SECTOR-33B CHANDIGARH	56	N/A

### Annual Maintenance Service-AIR CONDITIONER ( 32 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	Window AC , High Wall Split AC
Amc Brand	VOLTAC
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	Upto 3 years
Technology of Air Conditioner	Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Under AMC and Functional
Type of AMC	Comprehensive
<b>Addon(s)</b>	

#### Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

#### Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Avnish Kumar	160020,PLOT NO. 4 & 5 SECTOR-33B CHANDIGARH	32	N/A

### Annual Maintenance Service-AIR CONDITIONER ( 23 )

#### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
<b>Core</b>	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	Window AC
Amc Brand	HITACHI
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr
Vintage	3 to 5 years
Technology of Air Conditioner	Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Under AMC and Functional
Type of AMC	Comprehensive
<b>Addon(s)</b>	

**Additional Specification Documents/अतिरिक्त विशिष्ट दस्तावेज़**

**Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी**

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement
1	Avnish Kumar	160020,PLOT NO. 4 & 5 SECTOR-33B CHANDIGARH	23	N/A

**Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**

**1. Generic**

OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

**2. Generic**

Actual delivery (and Installation & Commissioning (if covered in scope of supply)) is to be done at following address

O/O THE PAG (A AND E) HARYANA  
LEKHA BHAWAN  
PLOT NO 4 AND 5

SECTOR 33 B  
CHANDIGARH 160020

3. **Generic**

**Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

4. **Certificates**

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

5. **Buyer Added Bid Specific ATC**

Buyer Added text based ATC clauses

BIDDER SHOULD HAVE REGISTERED OFFICE IN CHANDIGARH

ALL TERMS AND CONDITION OF THE BID SHOULD BE ACCEPTED BY THE BIDDER.

6. **Service & Support**

Dedicated /toll Free Telephone No. for Service Support : BIDDER/OEM must have Dedicated/toll Free Telephone No. for Service Support.

7. **Service & Support**

Escalation Matrix For Service Support : Bidder/OEM must provide Escalation Matrix of Telephone Numbers for Service Support.

8. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

PAO O/O PAG (A AND E) PUNJAB  
payable at  
CHANDIGARH

. After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

9. **Forms of EMD and PBG**

Successful Bidder can submit the Performance Security in the form of Fixed Deposit Receipt also (besides PBG which is allowed as per GeM GTC). FDR should be made out or pledged in the name of

PAO O/ PAG (A AND E) PUNJAB

A/C (Name of the Seller). The bank should certify on it that the deposit can be withdrawn only on the demand or with the sanction of the pledgee. For release of Security Deposit, the FDR will be released in favour of bidder by the Buyer after making endorsement on the back of the FDR duly signed and stamped along with covering letter. Successful Bidder has to upload scanned copy of the FDR document in place of PBG and has to ensure delivery of hard copy of Original FDR to the Buyer within 15 days of award of contract.

10. **Generic**

1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior



written consent of buyer.

3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.

#### 11. Buyer Added Bid Specific ATC

Buyer uploaded ATC document [Click here to view the file.](#)

## Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. Any clause(s) incorporated by the Buyer regarding following shall be treated as null and void and would not be considered as part of bid:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process.
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी

गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्रवाई का आधार होगा।

**---Thank You/धन्यवाद---**

## **TERMS AND CONDITIONS**

1. Bidders are advised to visit the site/office before quoting the rates to acquaint themselves about the condition of Air-conditioners installed in the office building with prior intimation to Sr. Accounts Officer, G.A.-II.
2. The material to be used in repairing /maintenance shall be of high quality (genuine spare parts). The authenticity report (OEM/Reputed make) must be submitted for each event of repair/maintenance to certify that the items being used in replacement of faulty one or for repair purpose is of high quality.
3. All the faults shall be attended at site of this office within. In case of a major fault and the machine is required to be taken to the company workshop, the company shall provide a replacement unit (for temporary basis) till such time. The items/equipment sent for repairs should be positioned back.
4. The bidder should have a registered office in the Tri-city.

## **SCOPE OF WORK**

1. AMC of total 119 AC's units having refrigerant Gas (details may be obtained by visiting the site) shall include supply of all material spares, 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, digital scanner, piping, insulation and spares of outdoor/indoor units replacement etc., complete in all respects, for ensuring the desired levels of cooling.
2. The air conditioners that are not serviceable by the agency / beyond economical repair due to obsolescence of technology or non- availability of parts / components / assemblies will be withdrawn from the maintenance contract. The decision of O/o Principal Accountant General (A&E) Haryana, Chandigarh regarding non-availability and obsolescence of technology will be final. Withdrawal of such air conditioners shall be communicated to the agency and equivalent maintenance charges shall be deducted from the amount due to the agency. Preventive maintenance service would be carried out by the service provider regularly to keep the equipment running in a trouble free condition during the period of contract.
3. A record of preventive maintenance carried out would be maintained by successful bidder and duly certified by the authorized officer. The contractor will maintain history sheet of equipments under maintenance contract with detailed specification.
4. All the faults will be attended at site of this office. In case of a major fault, if the machine (AC) is required to be taken to the company workshop, the company shall provide a replacement unit till the time if required by this office. The same AC sent for repairs should be positioned back.

5. Following work is included in the Annual Maintenance Contract of air-conditioners: Besides periodic servicing of the ACs, contract shall include attending the breakdown calls, providing and fixing of any components of the machine (free of cost) viz. starting capacitor, running capacitor, thermostat, over load relay, selector switch, indicator, nuts, bolts, screws, motor capacitor/repair of motor, repair/replacement of blowers motor, brazing of coils if leaking, part wiring or complete wiring of AC (internally), supplying and charging of refrigerant gas, repairing of Stabilizer, repairing of the insulation/pipes of ACs etc. to ensure that ACs function in proper way.
6. Repairing, etc. is to be done immediately if on inspection any defect is found.

**The penalty amount per complaint will be as follow:**

- a. Faults not rectified within 48 hours @ Rs 300/- per day) 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.
- b. Any damage to the building or the any part of the equipment which might result during the operation shall be repaired by the contractor.
- c. Any damage resulting to the system on account of the negligence or mal-operation shall be made good by the contractor. Nothing extra will be paid for such work.
- d. The contractor shall arrange to render efficient service as outlined in this specification. However, in case the contractor fails to maintain the service to the satisfaction of the concerned sectional in-charge of the department and any expenditure incurred therein for alternative arrangements by sectional in-charge shall be recovered from the contractor.
- e. The penalty amount shall be deducted from contractor's bill.
- f. The material requires replacement shall be of same quality/manufacturer and specifications. The dismantled material shall be taken by the contractor as buy back after the approval of competent authority.
- g. All break-down calls shall be attended to immediately and on the same day. Breakdown calls that could not be attended to on the same day for exceptional reasons shall be attended to on the next day without fail.
- h. Transportation of faulty Units from the office buildings to the service provider's workshop, from one building to another and from the service provider's workshop to the office buildings, will be at the cost of the service provider.

## **PAYMENT TERMS AND CONDITIONS:**

The payment of comprehensive contract will be released as per details below:-

1. 25% payment of contract after completion of every quarter after satisfactory service.
2. No escalation of prices shall be permitted on any ground during the period of contract.
3. Tax will be deducted at source /GST will be deducted as admissible from time to time.
5. Copy of **PAN Card/ Service Tax no./ GST no.** may also be enclosed with the comprehensive rates quoted.
6. Any item under AMC may be withdrawn from the contract at any time during the contract period and proportionate payment may be made for that item.
7. The maintenance work shall normally be done during working hours of the office. However, in case of emergency maintenance may have to be done beyond office hours and even on holidays prior arrangement through proper communication should be worked out in all cases by the servicing agencies.
8. Record of previous AMC or service provided.
9. Copy of balance sheet as required for last 03 years.

## **TOOL AND PLANTS:**

1. The required tools and plants for carrying out the work shall have to be arranged by the Contractor at his cost and no tools will be arranged by this office.
2. The contractor has to arrange necessary insurance coverage to the workmen deployed by him and shall arrange necessary safety measures before starting the work.

## **Validity of Contract:**

The AMC 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 Principal Accountant General (A&E) Haryana, Chandigarh will have the right to terminate the contract forthwith and initiating administrative actions for black listing solely at the discretion of the competent authority.

## **TAKING OVER FOR AMC CONTRACT**

1. The Air-conditioners shall be taken over for AMC contract on “as and where installed” basis.

2. The contractor shall ensure that all Air-conditioners are in proper working conditions at the time of taking over.
3. After completion of the contract, contractor has to hand over the system in perfect running condition (complete in all respects as per inventory) to the department.

### **Sub-letting of Work**

The contractor shall not sublet/transfer or assign the contractor any other part thereof without the written permission of the competent authority of the Office of the Principal Accountant General (A&E) Haryana, Chandigarh. In the event of the contractor contravening this condition, competent authority shall be entitled to place the contract elsewhere on the contractors account at his risk and the contractor shall be liable for any loss or damage, which the office of the Principal Accountant General (A&E) Haryana, Chandigarh may sustain in consequence or arising out of such replacing of the contract.

### **Right of Acceptance:**

The Office of the Principal Accountant General (A&E) Haryana, Chandigarh reserve 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 Principal Accountant General (A&E) Haryana, Chandigarh in this regard shall be final and binding.

- (i) Any failure on the part of the bidder to observe the prescribed procedure and any attempt to canvass for the work will prejudice the bidder's bids.
- (ii) The Competent Authority of the Office of the Principal Accountant General (A&E) Haryana, Chandigarh reserves the right to award any or part or full contract to any successful agency (ies) at its discretion and this will be binding on the bidders.
- (iii) 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 Principal Accountant General (A&E) Haryana, Chandigarh reserves the right to award the contract to the next higher bidder or outside agency and the difference of price shall be recovered from the defaulter agency who has been awarded the initial contract and this will be binding on the bidders.

10. Certificate/document/credential should be attached with bid documents:- (Self attested copy with stamp of company/firm/organization)
  - A. GST no.
  - B. PAN no. Certificate and payment/clearance details of service tax, Income Tax and any other applicable Tax for last three year issued by the concerned authorities.
  - C. Declaration certifying that the company/firm/organization is not blacklisted by any Govt. Organization/Semi govt./PSU and also not involved in any dispute with CBI/Vigilance department.
  
11. The bidder/bidders will be bound by the details furnished by him/her/them to this office while submitting the tender or at subsequent stage. In case, any of such documents furnished if found to be false at any stage, it would be deemed to be a breach of terms of contract making him/her/them liable for legal action besides termination of contract.
  
12. In case of disputes, if any, arising under the said process shall be subject to the exclusive jurisdiction of courts at Chandigarh. Any disputes arising after the signing of the agreement shall be resolved in the manner as mentioned in such agreement.
  
13. This office shall not be responsible for any financial loss or any injury to any of the staff deployed by successful bidder in the course of their performing the functions/duties, or for payment towards any compensation.