Tender

For Comprehensive Annual Maintenance Contract of Centralized for ITDA Government of Uttarakhand

Tender No:14/ITDAE-Office/AMC-Centralized
2020-2021
DATED-06/08/2020

Information Technology Development Agency(ITDA)
(Government of Uttarakhand)
IT Bhawan, IT-07, Sahastradhara Road
Dehradun-248001, Uttarakhand (India)
Telefax: 0135-2608330
Website: http://www.itda.uk.gov.in
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<th>Particular</th>
<th>Date</th>
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<tbody>
<tr>
<td>1</td>
<td>Date of availability of Tender Documents on website for download</td>
<td>07/08/2020 at 10.00 hrs</td>
</tr>
<tr>
<td>2</td>
<td>Bid submission start date</td>
<td>07/08/2020 at 10.30 hrs</td>
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<tr>
<td>3</td>
<td>Last Date of Bid submission</td>
<td>13/08/2020 at 14.00 hrs</td>
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<tr>
<td>4</td>
<td>Venue for tender related work</td>
<td>ANNEXURE – F : List of the Location/Destination</td>
</tr>
<tr>
<td>5</td>
<td>Tender document is available on</td>
<td><a href="https://www.itda.uk.gov.in">https://www.itda.uk.gov.in</a></td>
</tr>
<tr>
<td>6</td>
<td>Date of Opening of Technical Bid</td>
<td>13/08/2020 at 15.00 hrs</td>
</tr>
<tr>
<td>7</td>
<td>Date of Opening of Commercial Bid</td>
<td>Will be intimated separately</td>
</tr>
</tbody>
</table>

**Note:**
1. The vendors or their authorized representatives may be present at the venue mentioned above at the time of opening of the Technical and Financial bids.
2. The tender may be cancelled by the Director, ITDA without assigning any reason.
3. If any date mentioned above is declared as Holiday, that date will be shifted to next working day without any change in other parameters such as venue, etc.
4. **It is suggested to the firm to visit the site prior to submission of the tender.**
Tender for Comprehensive AMC of Centralized AC

Introduction

Information Technology Development Agency (ITDA), a Government of Uttarakhand Agency under administrative control of Department of IT Government of Uttarakhand has been mandated to execute and maintain the e-Governance projects sponsored from Govt of India for the development of IT initiatives like State Wide Area Network (SWAN), E-Office, E-Gate pass, CM Helpline, E-District, E-Mantrimandal, E-Vidhansabha, State Data Centre, CSC, Aadhar etc. as per IT Policy of Govt. of India and Govt. of Uttarakhand.

ITDA (herein after referred as Client) intends to select the vendors for the Comprehensive Annual Maintenance Contract (AMC) of Centralized AC of Daiken at IT building, IT Park, Dehradun and secretariat by inviting Tender.

1.1 Invitation for Bids

ITDA on behalf of Government of Uttarakhand (GoUK) invites tendering procedure from eligible bidders, who are in the field of running Comprehensive on site AMC for Centralized AC. Bid shall be submitted the bid to ITDA office. For more information helpline can be contacted as mentioned below:

ITDA Land line no 0135-2608330

1.2 Instruction to Bidders

Instructions for Bid Submission:
The bidders are required to submit Hard copy and soft copies of their bids

1.2.1 PREPARATION OF BIDS
1) Bidders should take into account any corrigendum published on the tender document before submitting their bids.
2) Please go through the tender advertisement and the tender document carefully to understand the document required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

1.2.2 SUBMISSION OF BIDS
1) Bidder should submit the bid in time i.e. on or before the bid submission time, Bidder will responsible for any delay due to other issues.
2) Bidder has to select the payment option as “offline” to pay the tender fee /EMD as applicable and enter details of the instrument.

3) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted / couriered /given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the FDR/Bank Guarantee/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the date entered during bid submission time. Otherwise the uploaded bid will be rejected.

4) The bid summary has to be kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meeting.

1.2.3 ASSISTANCE TO BIDDERS

1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting for a tender or relevant contact person indicated in the tender.

1. Due Diligence

The Bidder is expected to examine all instructions, from and Specifications in the bidding document. Failure to furnish all information required by bidding document or submission of a bid not responsive to the bidding documents in every respect will be at the Bidders risk and may result in rejection of the bid.

2. Eligibility Criteria

The Applicant should meet the following eligibility criteria for selection as AMC Provider to the Client:-

2.1 Should be a Company registered under Indian Companies Act 1956/ Partnership firm/ sole proprietary Firm.

2.2 Should have valid GST as on date of submission of proposal.

2.3 Should have positive net worth as on 31st March 2020.

2.4 Should be OEMs/ Authorized Distributors of ACs equipments having conducted Comprehensive AMC assignments/ contracts / business in India for past three financial years i.e. (2017-2018, 2018-2019, and 2019-2020).

2.5 The Organization average turnover should be minimum Rs.5 Lakh in last three financial years (2017-2018, 2018-2019, and 2019-2020).

2.6 Audited Balance Sheet for the last three financial years should be submitted.
2.7 The bidder should not be defaulter/blacklisted. (Declaration for no default to be given by bidder).

2.8 Should have implemented ONE AMC in the past three financial years of at least Rs. 5 Lakhs value. Should submit Completion Certificate in proof of successful completion of an Annual Maintenance work issued by Govt. Agencies/ PSUs/ Reputed Firms. As per make and model of required AMC of ACs the bidder should be provide the OEM certificate separately.

2.9 Should have service/support center in Uttarakhand with adequate number of Technical Manpower.

The Applicant should submit documentary evidence in support of each of the above eligibility criteria.

3. Submission of Bids:
   3.1 Manual bids will be accepted.
   3.2 The bids (complete in all respect) must be in Two Covers (Technical and Financial bids) as explained. In Annexure-I
   3.3 Both technical financial bid are to be submitted concurrently duly signed;

4. Processing Fee
   4.1 The tender document is available in ITDA.
   4.2 The Applicant shall pay a non refundable amount of Rs. 500 (Rupees Five Hundred only) as cost of the document. This amount shall be paid through a demand draft drawn in favor of Director, ITDA payable at Dehradun and shall be submitted for purchase of Tender Document.
   4.3 The Applicant shall bear all costs associated with the preparation and submission of its Proposals. The ITDA will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the selection process.
   4.4 Bids submitted without bid processing fee will be rejected.

5. Earnest Money Deposit (EMD)
   5.1 The original hard copy of Earnest Money Deposit (EMD) Rs. 10,000/- in the form of FDR/Bank Guarantee (with three months validity) in favor of “Director ITDA” is required to be submitted in a sealed envelope super scribed “tender for Comprehensive Annual Maintenance Contact (AMC) of Centralized AC for ITDA ,Government of Uttarakhand, on or before the closing date and time of submission of bids to the address mentioned in Bid Control Document failing which the bids will not be considered.
   5.2 Tender received without EMD or EMD for lesser amount will be summarily rejected.
   5.3 The submission of EMD is compulsory for all the Bidders and no exemption will be granted for submission of EMD in any case.
5.4 The EMD shall be returned to the bidder(s) whose offer is not accepted by the Client within 45 days from the date of signing the agreement with the successful bidder. However, if the return of EMD is delayed for any reason, no interest/penalty shall be payable to the bidder.

5.5 **The EMD of the successful bidder(s) will be returned on receipt of Performance Guarantee.**

5.6 EMD of a Bidder will be forfeited, if the Bidder withdraws or amend its tender or Impairs or derogates from the tender in any respect within the period of validity of its tender.

6. **Financial Bid:-**

The bidders must submit their financial bid in the prescribed format specified at Annexure C of this tender document and no other format is acceptable.

The bidders may quote for 1 or more than 1 item in given format and submit accordingly.

7. **Opening of Technical Bid & Financial Bid:-**

7.1 Bids (Complete in all respect) received along with draft of EMD (Physical) will be opened as per schedule in presence of bidder’s representative (if available at ITDA office as mentioned above). Bid received without EMD and Tender Fees, will be rejected.

7.2 A duly constituted committee will evaluate eligibility of bidders as per the definition in the tender document.

7.3 Technical bid of only those bidders, whose bids are declared eligible by the committee, will be evaluated.

7.4 It shall be noted that required documents submitted along with the technical bid will be perused/examined and in case of any deficiency the technical bid will be rejected and financial bid will not be opened.

7.5 After scrutiny of technical bids, the Purchaser shall shortlist the eligible bidders and informs them of date and time of opening of the Financial Bids (Preferably by E-mail).

7.6 The representatives of the bidders willing to attend tender opening process will have to submit a Letter of Authorization to this effect.

7.7 In case the date of opening of the tender is declared as a holiday, then the tender shall be opened at same time on the next working day;

8. **Responsiveness of Applicants**

8.1 A Proposal which does not meet all the requirements of the RFP document shall be rejected.
8.2 Applicants shall be deemed ‘to have understood and agreed to’ all the requirements & conditions and that no explanation or justification of any aspect of the tender document shall be given by the purchaser except during the Pre-Bid meeting.

8.3 All documents and other information submitted by an Applicant the Purchaser shall become the property of Purchaser. Applicants are to treat all information as strictly confidential. Purchaser will not return any tender document submitted to it by the Applicants.

8.4 The Purchaser shall notify all successful applicants. No query from unsuccessful bidders will be entertained by the Purchaser.

9. Preliminary Evaluation of Proposals

9.1 Prior to detailed evaluation of proposals, the Purchaser will determine substantial responsiveness of each proposal to the tender document. For purpose of this clause, a substantially responsive proposal is one which
   (i) Agrees to abide by the Instructions to Applicants given in the RFP document without material deviations.
   (ii) Meets the eligibility criteria given in Section 2 above.

9.2 The Purchaser’s determination of a proposal’s substantial responsiveness is to be based on the contents of the proposal without recourse to extrinsic evidence. If a proposal is not substantially responsive, it will be rejected by the Client and may not subsequently be made responsive by the applicant by correction of the non-conformity.

10. Financial Evaluation of Proposals

10.1 Financial comparison of the proposals shall, be carried out, which have been determined to be technically responsive.

10.2 In order to be considered for financial evaluation, the bidder has to quote in terms of rupee value clearly indicating GST separately.

10.3 Financial evaluation shall be done item wise as for every item, there shall be separate financial evaluation. The bidder who has quoted lowest for individual item, shall be declared L1 for that particular item. Based on this financial evaluation, there may be multiple bidders who shall be declared L1 bidder.

10.4 The Purchaser shall notify the successful Bidders. Purchaser will not entertain any query or clarification from Applicant(s) who are not selected in the tender process.

11. Validity of Bid

The bids shall be valid for a period of 180 days from the date of opening of bids. A bid for a shorter period of validity shall stand rejected.
12. Non transferability

This tender is non-transferable. The incomplete and conditional tenders will be rejected.

13. Non-withdrawal of Bids

No bidders will be allowed to withdraw after e-submission of bids/opening of the tender; otherwise the EMD submitted by the firm will be forfeited;

14. Scope of Work

This maintenance contract shall remain in force from the date of award for one year, subject to abiding of the SLAs.

14.1 The AMC to be executed in ITDA, GoUK Uttarakhand. The scope of work includes comprehensive maintenance of Centralized AC as per enclosed schedule with associated accessories. Onsite support is required and service report is to be duly signed by the authorized person at ITDA. Comprehensive maintenance has to be carried out on 24 x 7 hour basis. Periodical inspection is to be carried out at ITDA every month, by the contractor’s specialized technicians to ensure smooth running of AC’s and its associated accessories/equipment.

14.2 The security deposit furnished by the successful bidder for AMC will be released after the conclusion of AMC period without any interest.

14.3 The contractor shall be required to make monthly visits to carry out the preventive maintenance checking and service of Centralized AC and allied equipment at site. The contractor shall get service report signed from the in-charge in token of attending the complaints/servicing as and when required by the ITDA / or related offices.

14.4 Where any items/parts/components need replacement, the same shall be replaced with the same make, specification and brand free of cost, failing which a standby system shall be provided.

14.5 The firms should have telephone/mobile phone facility so that the complaint can be lodged and the same to be attended immediately. Firm will have their Helpdesk for call tracking.

14.6 The contractor shall arrange all tools and plants required for the above maintenance work from his own source and no extra amount will be paid on this account.

14.7 Contractor shall in no case lease/transfer/sublet/appoint sub-contractor or caretaker to render the service under the contract.

14.8 No other person except contractor’s authorized representative shall be allowed to enter at the site premises.

14.9 Contractor shall be directly responsible for any/all disputes arising between him & his personnel and keep ITDA indemnified against all action, losses, damages, expenses and claims whatsoever arising thereof.

14.10 Contractor shall be solely responsible for payment of wages/salaries other benefits and allowance to his personnel that might become applicable under any act or order of the government. ITDA shall have no liability whatsoever in this
regard, and the contractor shall indemnify ITDA against/all claims which may
arise under the provisions of various Acts/Govt. orders etc.

14.11 Contractor shall be fully responsible for theft, burglary, fire or any mischievous
deeds by his staff.

14.12 All consumable and material used by the contractor shall be of standard make
and approval of ITDA shall be taken for the same.

14.13 In case of the any default by the contractor of any terms of the conditions, ITDA
may without prejudice to any right/remedy which shall have accrued or shall
accrue thereafter, terminate the contract, in whole in part, by giving 15 days’
otice in writing to the contractor and without incurring any financial liability
whatsoever towards the contract.

14.14 The Courts/any other Tribunal or Forum in Dehradun, Uttarakhand alone shall
have exclusive jurisdiction with regards to any matter/disputes related to or
arising out of this contract.

14.15 Contractor shall operate call center during normal service hours to receive fault
reports. Supply of all materials required for repair of equipment.

14.16 Contractor shall provide preventive maintenance service once in quarter as per
schedule prescribed.

14.17 The acknowledge time to a fault reported shall be 4 hours during normal service
hours. Normal service hours are Monday to Saturday from 09.30 hrs to
17.30hrs.

14.18 During preventive maintenance, proper inspection including repair/ replacement
of all the parts including compressor, fan motor, PCB, magnetic switch,
transformers etc and excludes items like Panel, air filter, Evaporator/ condenser
coils etc.

14.19 Systematically examine and adjust the following components:
   a) Replacement of Filter.
   b) Checking operation of controls of the air- conditioners such as thermostat,
       relays, remote control etc.
   c) Checking air flow through the supply air grill, return air grill, on denser
   d) Checking operation of the drive motors and fans
   e) Checking air temperature at supply air grill, return air grill, Inlet air
       condenser, outlet air from condenser
   f) Checking Firmness of supporting arrangement for the compressor, blower
       motor, air conditioners casing and fixing of air-conditioners etc. Anti-
       rusting Painting of the MS portion prone to rusting
   g) Replacement of any component of air conditioners found defective after the
       above checks and tests.
   h) Cleaning the condenser and evaporator coils with suitable
detergent/chemical solution and flushing with high pressure jet of water.
   i) Greasing of blower motors and all moving parts.
   j) Cleaning of water coolers.
   k) Providing preventive maintenance during the AMC of all machines.

14.20 The contract is a comprehensive maintenance contract and hence supply of all
spares including mechanical, electrical & electronic etc. are in the scope of
contractor. Hence, there shall be no separate payment, whatsoever, for supply of
any of the spares. The contractor is fully responsible for maintaining all ACs in excellent working condition.

14.21 To perform an annual survey of the equipment to verify that it conforms to the requirements.

14.22 Contractor will also conduct periodic field audits of its personnel to maintain quality standards and also provide technical assistance.

14.23 The work should not hamper the functioning of the office.

14.24 Continuation/extension of the contract shall be based on the performance of the contractor.

14.25 The following parameters shall inter-alia be considered while evaluating the performance.
   a) Timely rendering of service
   b) Quality of works/services.
   c) Compliance with statutory requirements.
   d) Safety consciousness.

14.26 The vendor shall carry out preventive Maintenance on quarterly basis. The breakdown maintenance calls will be attended immediately within a maximum of 24 hours of receipt of complaint from the ITDA.

14.27 In case of delay in attending / rectification of ACs, ITDA shall reserve the right to get the rectification work carried out through alternate agency at the risk and cost of the contractor. Such expenditure incurred shall be deducted from the bills of the contractor

15. General Terms & Conditions

15.1 The contract shall be valid and effective for a period of one year from the date of issue/acceptance of confirmed Notification of Award (NOA) to the successful bidder. The period of empanelment may be extended one time for a further period of another two year on same terms and conditions and rates if agreed by both the parties.

15.2 The successful bidder/contractor will be required to sign an agreement with the Client/Buyer within 15 days from the date of written intimation to this effect.

15.3 The work order will be sent through email to the vendor and intimation to this effect will be made telephonically. Firms are to indicate email id in the technical bid. The contractor will be required to commence services against work order placed by ITDA within 7 working days from the date of issue of work order or as mutually agreed upon by the contractor and ITDA.

15.4 Termination of Contract: Purchaser shall have the right to terminate this Contract in part or in full in any of the following cases:
   (a) If the services of AMCare delayed for causes not attributable to Force Majeure.
   (b) The Bidder/firm is declared bankrupt or become insolvent.
   (c) As per decision of the Arbitration Tribunal.
15.5 **Notices:** Any notice required or permitted by the contract shall be written in the English language and may be delivered personally or may be sent fax, or registered pre-paid mail/airmail, addressed to the last address of the party to whom it is sent.

15.6 **Amendments:** No provision of the contract shall be changed or modified in any way (including this provision) either in whole or in part except by an instrument in writing made after the date of the contract and signed on behalf of both the parties and which expressly states to amend the present contract.

15.7 **Taxes and Duties:** Any change in any duty/tax will be applicable as per Government rules.

15.8 **Payment terms:** It will be mandatory for the bidders to indicate their bank account numbers and other relevant e-payment details so that payments can be made through ECS/EFT mechanism instead of payment through cheques, wherever feasible. The payment will be made as per the following terms, on production of the requisite documents:

(a) Payment will be made on Quarterly (in four part of the total contract value) basis for the AMC of the Centralized AC on submission of duly verified onsite report. The contractor will be required to submit the invoice in duplicate to the Purchaser along with all necessary documents by the 10th of each month for processing the payment for each order in favor of “Director, ITDA, Dehradun.”

(b) Installation/Acceptance certificate by user office.

(c) Details for electronic payment viz Account holders’ name, Bank name, Branch name and address, Account type, Account number, IFSC code, MICR code (if these details are not incorporated in contract)

(d) User acceptance, where applicable

15.9 **Advance Payments:** No advance payment(s) will be made by the Purchaser.

15.10 **Paying Authority:** DIRECTOR, ITDA, DEHRADUN

15.11 **Risk & Expense Clause:**

(a) Should the services thereof not be delivered within the time specified in the contract document, ITDA shall, after granting the firm 30 days to cure the breach, be at liberty, without prejudice to the right to recover the liquidated damages as a remedy for breach of contract, declare the contract as cancelled either wholly or to the extent to such default.

(b) Should the services thereof not perform in accordance with specifications/parameters provided by the firm, ITDA shall be at liberty, without prejudice to any other remedies for breach of contract, to cancel wholly or to the extent of such default.

15.12 **Force Majeure:** Should any Force Majeure circumstances arise, each of the contracting party shall be excused for the non-fulfillment or for the delayed fulfillment of any of its contractual obligations, if the affected party within (10 days) of its occurrence informs the other party in writing. Force Majeure shall mean fires, floods, natural disasters or other acts, that are unanticipated or unforeseeable and not brought about at the instance of the party claiming to be affected by such event, or which, if anticipated or foreseeable, could not be avoided or provided for, and which has caused the nonperformance or delay in
performance, such as war, turmoil, strikes, sabotage, explosions, quarantine restriction beyond the control of either party. A party claiming Force Majeure shall exercise reasonable diligence to seek to overcome the Force Majeure event and to mitigate the effects thereof on the performance of its obligations under this contract.

15.13 **Renewal of Rate Contract:** Rate contract may be renewed up to two year on existing terms and conditions if agreed by contractor and ITDA. But, this extension is sole discretion of ITDA.

15.14 **Signing of the Contract**

15.14.1 The ITDA would issue Notification of Award (NOA) to the successful applicant, pursuant to the Technical and financial evaluation as per above.

15.14.2 **Successful bidder will have to deposit an amount equivalent to 10% of contract value as Performance Bank Guarantee within 15 days of award of the work in form of Demand Draft/FD/BG payable at par and drawn on any nationalized Bank in favor of “Director ITDA” payable at Dehradun, for the period of one year and beyond two months of warranty period.** Performance Bank Guarantee will be liable to be forfeited in the event of ‘non-Performance’ of the bidder.

15.14.3 Pursuant to the Para 17.25.2 above, the successful applicant would be required to enter in to Contract Agreement with the ITDA to act as successful Bidder.

15.14.4 The contract would be initially for one year which may be terminated or extended for further period depending upon regular review of its performance by the ITDA.

15.15 **Right to Accept/Reject any or all Proposals:** The Director, ITDA reserves the right to accept or reject any or all proposals and to annul the selection process at any time without any liability or any obligation for such acceptance, rejection or annulment, without assigning any reasons.

15.16 **Settlement of Disputes and Arbitration:**

15.16.1 In the event of non-compliance or breach of any terms of the agreement or unsatisfactory or inefficient service on the part of the firm, ITDA will be at liberty to terminate the contract without giving any notice.

15.16.2 That in case of any dispute arising between the parties with reference to the contract, interpretation of terms or any claim whatsoever, the Director ITDA/Secretary, IT or any person appointed by him shall be the sole Arbitrator to decide the matter and the provisions of Arbitration and Conciliation Act 1996 shall be applicable. The firm shall have no objection to the Designated Arbitrator or other appointed person as Arbitrator by him. The place of Arbitration proceedings shall be at Dehradun.

15.17 **Power of attorney:** When the party signing the agreement is not the sole proprietor, the necessary power of attorney authorizing the person who is acting on behalf of the firm should be produced before execution of the agreement.
16. Penalty Clause
The firm will attend minor fault within one hour and major fault within one day. If the firm does not attend major fault within one day, a penalty of Rs. 1000 per day for first three days, Rs. 2000 per day for next three days and a subsequent penalty of Rs. 5000 per day shall be deducted from the bill. Also the firm is required to provide Skilled Operator in office working hours; otherwise a penalty of Rs. 2000.00 per day shall be deducted from the bill.

17. Payment of AMC
The payment shall be made quarterly on satisfactory completion of the job and T.D.S. as per applicable will be deducted. Any penalty liable to be paid will be deducted at the time of payment of quarterly charges.
ANNEXURE - A

Declaration Regarding Acceptance of terms and Conditions Contained in the Tender Form

Ref No:       Date:

To,
Director
ITDA,
IT Bhawan, IT-07,
Sahastradhara Road, IT Park,
Dehradun, Uttarakhand

Dear Sir,

Sub: Tender No.

I have carefully gone through all the terms and conditions contained in this tender notice for comprehensive on site annual maintenance for Centralized AC. For ITDA, GoUA, Uttarakhand.

I declare that all the terms and conditions of the tender notice are acceptable to our company. Our company does not impose any terms and conditions of its in respect of this deed being submitted for AMC.

I further certify that I am an authorized signatory of the company and I am therefore competent to make this declaration.

Signature of the Authorized Signatory

Date:
Place:
ANNEXURE-B

TECHNICAL BID

1. Name of Firm/OEM :

2. Registered Address :

3. GST No

4. PAN No

5. Phone No

6. Details of Earnest Money Deposit
   DD No __________________________ DD Date __________________________
   Amount Rs __________________________
   Name of Bank & Branch __________________________


8. Details of Tender Document Value
   DD No __________________________ DD Date __________________________
   Amount Rs __________________________
   Name of Bank & Branch __________________________

9. Notary Affidavit of the fact that firm is not in legal dispute with any Government department and not blacklisted/banned by any Govt. agency.

10. Details of Service Network in Dehradun, Uttarakhand.

11. Previous Experiences:

<table>
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<tr>
<th>Name</th>
<th>Address and Contact Details</th>
<th>Hardware Supplied [Qty]</th>
<th>PO details</th>
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<tbody>
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<td></td>
<td>Item</td>
<td>Status of the Contract/Work Order</td>
</tr>
<tr>
<td></td>
<td></td>
<td>Location where supplied</td>
<td></td>
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</tbody>
</table>

Signature of Bidder with Seal
ANNEXURE – C

FINANCIAL BID

Conditions:

1. The bidders have to quote separately for each item. The bidder may quote for only 1 item or for more make. In case, the bidder is quoting for more than 1 make, it has to submit different financial bids for each make.

2. The Bidder have to quote the price for any one make or all make with OEM certificate, otherwise bid will not be accepted.

3. The Financial evaluation will be done make wise separately regarding for L1 Bidder.

4. The Work Order will be given make wise separately

5. All prices should be quoted including GST, excise, packing & forwarding, transportation, insurance, handling an installation etc.

6. The quantities indicated in the tender document are tentative. The Director, ITDA, Govt. of Uttarakhand reserves the right to increase or decrease the quantity or delete some or all items without assigning any thereof.

Format of Bill of Quantities

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Description</th>
<th>Qty. (in nos.)</th>
<th>Unit Rate for in figures Rs.</th>
<th>Total amount in Rs. (CxD)</th>
<th>Rate in words</th>
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<tbody>
<tr>
<td>A</td>
<td>B</td>
<td>C</td>
<td>D</td>
<td>E</td>
<td>F</td>
</tr>
<tr>
<td>1</td>
<td>Comprehensive on-site AMC-DAIKEN</td>
<td></td>
<td>One Job Work</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Scope of work:-

a) Repair/Supply and installation of all defective spare and consumable.
b) To check for sign of refrigerant leakage and remedy.
c) To Check the Electrical Panel of Machine.
d) Four Routine Services.
e) Checking and cleaning of air filter.
f) To check proper passage of condensate drain and Clean the condensate drain.
g) To advise the customer for routine maintenance.
h) To attend all breakdowns as and when called upon to do so.
<table>
<thead>
<tr>
<th>i) Providing 1 no. Skilled operator at least for 2 hours daily during office hours to check all machines.</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Included:-</strong></td>
<td></td>
</tr>
<tr>
<td>a) Any Spare required for the satisfactory operation of the equipment covered like-Fan Motor, P.C.B., Magnetic Switch, Transformer, Compressor and other Electrical part of A.C. unit.</td>
<td></td>
</tr>
<tr>
<td>b) Attending to unlimited number of complaints during the currency of contracts.</td>
<td></td>
</tr>
</tbody>
</table>

**TOTAL (IN Rs.)**
ANNEXURE-D

PERFORMANCE BANK GUARANTEE (Specimen only)

To
Director
ITDA, Dehradun

Your Order No. _____________________________ for the AMC of ACs of ______ has been accepted by M/s____________________________________________________.

In accordance with the terms of payment of the said order, we have agreed to pay the balance of 10% of the contract price of the AMC of ACs with an acceptable Performance Bank Guarantee for 10% of the total contract value, viz Rs._______ for the due performance by the firm of all its contractual obligations and to be valid for a period of 15 months from the date of bank guarantee for this purpose you have agreed to accept our guarantee.

In consideration thereof, we hereby guarantee payment of and undertake to pay Rs.__ and remit to you on demand and without demur the sum of Rs. ______ being 10% of the total value of the contract on receipt of your intimation that the Supplier has committed a breach of any of its contractual obligations.

This guarantee shall be valid for a period of 15 months from the date of bank guarantee and in any event shall expire on _____, you shall have the right to file/make your claim on us under the guarantee for a period of sixty days from the said date of expiry.

This guarantee shall not be revoked without your express consent and shall not be affected by your granting time or any other indulgence to the supplies or by any change in the constitution of the Bank or the supplies or for any other reason whatsoever.

Not with standing anything, contained herein above our liability under this guarantee is restricted to Rs._____ and this guarantee will remain in force up to and inclusive of _____-unless an action to enforce a claim under the guarantee is filed against us within sixty days from the date of expiry i.e. on or before _____, all rights under the guarantee shall be forfeited and we shall be relieved and discharged from all liabilities there under.

Signatory Bank with Seal
## ANNEXURE-E

### List of the Location/Destination

<table>
<thead>
<tr>
<th>Sr. No.</th>
<th>Detail of AC’s</th>
<th>Make</th>
<th>Qty.</th>
<th>Locations</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Indoor Model ZDLSBD-60(SERIAL NO. 1502101-6)</td>
<td>DAIKEN</td>
<td>1</td>
<td>ITDA</td>
</tr>
<tr>
<td>2</td>
<td>Outdoor Model No.RXYQ16PRY6(SERIAL NO. 0004407 and 0004391)</td>
<td>DAIKEN</td>
<td>2</td>
<td>ITDA</td>
</tr>
<tr>
<td>3</td>
<td>VRV-A46 HP</td>
<td>DAIKEN</td>
<td>1</td>
<td>ITDA</td>
</tr>
<tr>
<td>4</td>
<td>VRV-A32 HP</td>
<td>DAIKEN</td>
<td>1</td>
<td>ITDA</td>
</tr>
</tbody>
</table>
ANNEXURE-F

(On Non Judicial Stamp Paper of Rs. 100/- - to be typed in double spacing)

FORM OF CONTRACT

THIS CONTRACT made at Dehradun this_ day of 2020; BETWEEN Information Technology Development Agency (ITDA) (Government of Uttarakhand) IT Bhawan, IT-07, Sahastradhara Road Dehradun-248001, Uttarakhand (India) Telefax: 0135-2608330 (hereinafter referred to as the “OWNER” which expression shall include its successors and assigns) of the One Part; AND _______ carrying on business in sole proprietorship/ carrying on business in partnership under the name and style of ____ a Company registered in India under the Indian Companies Act, 1913/1956 having its registered office at (hereinafter referred to/as collectively referred to as the ‘Contractor which expression shall include his/their/its executors, administrators, representatives and permitted assigns/ successors and permitted assign) of the other part:

WHEREAS

The OWNER desires to have executed the work of _____________________________ _____________________________ more specifically mentioned and described in the contract documents (hereinafter called the work’ which expression shall include all amendments therein and/ or modifications thereof) and has accepted the tender of the CONTRACTOR for the said work.

NOW, THEREFORE THIS CONTRACT WITNESSETH as follows:

ARTICLE – 1: Contract Documents

1.1 The following documents shall constitute the Contract documents, namely:

(a) This contract;

(b) Tender documents as defined in the General Instructions to Tenderers;

(c) Letter of Acceptance of Tender.

1.2 A copy of each of the Tender Documents is annexed hereto and the said copies have been collectively marked Annexure ‘A’ while a copy of the letter of Acceptance of Tender.

ARTICLE - 2: WORK TO BE PERFORMED
2.1 The CONTRACTOR shall perform the work upon the terms and conditions and within the item specified in the Contract documents.

ARTICLE - 3: COMPENSATION

3.1 Subject to and upon the terms and conditions contained in the Contract documents, the OWNER shall pay CONTRACTOR compensation as specified in the Contract documents upon the satisfactory completion of the work and/or otherwise as may be specified in the Contract documents.

ARTICLE - 4: JURISDICTION

4.1 Notwithstanding Uttarakhand court having jurisdiction to decide the subject matter of a suit, any and all actions and proceedings arising out of or relative to the contract.

ARTICLE - 5: ENTIRE CONTRACT

5.1 The Contract documents mentioned in Article - 1 hereof embody the entire Contract between the parties hereto, and the parties declare that in entering into this Contract they do not rely upon any previous representation, whether express or implied and whether written or oral, or any inducement, understanding or agreements of any kind not included within the Contract documents and all prior negotiations, representations, contracts and/or agreements and understandings relative to the work are hereby cancelled.

ARTICLE – 6: WAIVER

6.1 No failure or delay by the OWNER in enforcing any right or remedy of the OWNER in terms of the Contract or any obligation or liability of the CONTRACTOR in terms thereof shall be deemed to be a waiver of such right, remedy, obligation or liability, as the case may be; by the OWNER and notwithstanding such failure or delay, the OWNER shall be entitled at any time to enforce such right, remedy, obligation or liability, as the case maybe.
ARTICLE – 7: NON-ASSIGNABILITY

7.1 The Contract and benefits and obligations thereof shall be strictly personal to the CONTRACTOR and shall not on any account be assignable or transferable by the CONTRACTOR.

IN WITNESS WHEREOF the parties hereto have executed this Contract in duplicate the place, day and year first above written

SIGNED AND DELIVERED

for and on behalf of ITDA by

_____________________________

in the presence of:

1. _______________________
2. _______________________

SIGNED AND DELIVERED

for and on behalf of ________________________________ (CONTRACTOR) by __

(this day of __________ 2020)

in the presence of:

1. _______________________
2. _______________________