

### **Scope of work**

1. Attending to any number of breakdown calls and six preventive maintenance services in a year during the tenure of the contract.
2. Any part including compressor, which requires repair / replacement due to normal wear and tear during the contract shall be replaced free of cost.
3. The service contract shall be entered into as aforesaid only after due checking and verification of the equipment by the company's authorized representative certifying that the same is in good working condition. During such verification if the air conditioner is found defective and needs repairing, then the same shall be repaired on the request of the customer on chargeable basis and thereafter the contract in respect of the same shall be entered into. In such case/s the cost of repair and spare parts shall be borne by the customer separately as the same shall not form part of annual charges payable under this contract.
4. The AMC will not cover visits/replacement/repairing of parts and/or equipment under the following circumstances.
  - (I) Damage caused to the machine due to floods, fire, accident, riot, breakage, pest, In isuse, improper or negligent use, mishandling, unauthorized alteration, modification or substitution of any part and/or the alteration, tempering etc. of the serial no. of the machine and/or any loss/damage caused due to the abnormal voltage fluctuation, extraordinary use of equipment etc.
  - (ii) Damage caused to the machine/equipment due to failure in abiding with the operating instructions and precautions as mentioned in the User's Manual.
  - (iii) Defects due to usage of non-recommended spare/s and accessories.
  - (iv) Defects /failures resulting from servicing/repairs done by a person other than authorized representative of the company.
  - (v) In case the customer as a result of the aforesaid causes requires the services then the same shall be provided at extra cost payable by the customer.
5. The Company shall make reasonable efforts to give preferential attention to emergency breakdown of the equipment, however the company shall not be held responsible for any loss/damage arising thereby. The company shall not be held responsible for any delay/default in servicing whatsoever due to any reasons beyond its control.
6. This Annual maintenance(AMC)/repair charges paid hereby are non-transferable and non-refundable under any circumstances whatsoever. The payment under this contract shall be made on quarterly basis upon satisfactory certification by Engineer in Charge , till its expiry.
7. This AMC does not cover the repair / replacement of air filters, heaters, electricity distribution boards, ancillary work such as ducting / masonry work, main MCB, cabinet sheet metal panels, etc. Also it does not cover the replacement of any major equipment such as evaporator / condenser as a whole.
8. The contract is final and binding on both the parties, no separate invoice or agreement shall be issued.
9. This AMC sets out all the terms and conditions which the company and customer hereby agree to abide with and it cancels and supersedes all prior agreements, undertakings or arrangements, oral or written between the parties on the subject matter. The company in its own discretion may accept or reject any proposal of entering into the service maintenance contract.
10. In the event of any dispute arising out of or related to this contract which cannot be resolved through negotiations between the parties, the same shall be settled by the Courts at Mohali. without prejudice to the above, all disputes under this contract are subject to the Jurisdiction of the courts at Mohali.
11. The Director IISER Mohali reserves the right to reject or cancel the quotation without assigning any reason.
12. All material to be used in the work will have to be approved by the Engineer-in-Charge or his authorized representative.
13. The contractor will be responsible for the safety of labourers deployed by him for the work at site and shall comply with all statutory norms.

### **Other terms& Conditions:**

1. Notify the customer at least 3 days ahead to schedule all maintenance.
2. Conduct all scheduled routine maintenance as per the maintenance schedule.
3. Provided skilled service technicians.
4. Recommending list of genuine parts for stock.
5. Responding to a service call as soon as possible.

6. After each visit a report will be generated and discussed.
7. To carry out / advise necessary repairs, adjustments of assemblies, sub-assemblies in order to keep the VRV in good working condition and assuring the trouble free performance of VRV
8. Service Engineer during the visit will report on the performance or any other abnormality and inform parts requirement shall also submit the report on work done and recommendations as well as spare parts offers to concern authority for procurement.
9. Attend emergency calls on priority (usually same day). However, if the engineer is required for any particular date and time, it would be the responsibility of the customer to intimate M/s LG in advance.
10. Train the customer's representative on Operation and Maintenance of VRV
11. Service Contract will automatically cease to exist in the event of change of ownership or location of the above- mentioned machines from said location.

### **CUSTOMER RESPONSIBILITY**

1. Daily maintenance as prescribed by the manufacturer in the operators manual / users handbook.
2. To inform us as soon as possible if he is not satisfied with our performance.
3. Give the service technician access to the machine to perform the scope of work as also allowing him to inspect and observe how the machine is being used.
4. Provide all parts and labour for any work required that is not covered in the scope of work. This includes all parts and labour requirement for acts of vandalism, theft, accidents, fire, acts of god, neglect and operational use.
5. The machine is strictly used as per manufacturers recommendations.
6. All service reports submitted must be signed by the customer, failure to do so is treated as violation of the terms and conditions of the agreement. The service provider will be at liberty to take appropriate action but not limited to termination of this agreement.
7. Report any accident that service provider as and when required. The results of any tests will be conveyed to the customer in written and appropriate rectification action to be taken by the customer, any failure arising due to sub standard quality of gas, etc twill be the responsibility of the customer.
8. Maintaining of the log books for proper record keeping on daily basis.
9. Provide all genuine parts that are required for performing scheduled maintenance and service.
10. To ensure the safe working enjoyment for the service personnel.
11. To Provide first-aid assistance to the representative of contractor in the event of injury

### **Payment:**

1. AMC charges will be payable quarterly with deduction of 5% amount as security deposit from each running bill which will be released after successful completion of AMC period and payment of final.
2. Payments to be made after satisfaction completion of work and certification by Engineer in Charge.

### **Duration of contract:**

The annual maintenance contract rates will be same for one year which can be extended for further a period of one year on satisfactory performance by the agency and mutually consent on same rates and terms & conditions.

### **Submission of Tender:**

1. The bidder must be the OEM/Authorized dealer of M/s LG Make VRV machines and must submit the authorization letter to this affect along with the technical bid.
2. The bidder must provide copy of having executed AMC of VRV machines amounting to Rs.2.8 lakhs in any Central/State Govt./PSUs/Autonomous Body in last 7 years along with the technical part of the bid otherwise their bid shall be liable to rejected. The technical bid must also contain service report of the previous years, PAN Card, TDS Return, Authorization letter, etc. along with their technical bid otherwise their bid shall be liable to be rejected.
3. The bids to be submitted in two parts i.e. Technical as per pointy No.14 and Financial, otherwise it is liable to be rejected.
4. GST amount to be mentioned separately.
5. EMD amounting to Rs.7,000/- in favour of the Registrar, IISER Mohali payable at Chandigarh.

**Termination:** The AMC can be terminated if agreed by both parties or at the expiry of the period of the agreement.

**TERMS AND CONDITIONS:**

IISER will provide the safe working conditions for the VRV's, if any point time, the same is not found safe to work, risking lives, and contract will get terminated on its own.

IISER will procure / use the genuine spare parts, should the same is not followed, AMC would not be valid and M/s LG in what so ever kind, would not be responsible

**FORCE MAJEURE**

Contractor shall be liable to perform of its obligations under or arising out of this contract if, such failure does not results from any force major, act of God, fire, industrial disputes, labour trouble, transportation embargo, existence of any state of Emergency, war, war like conditions, civil commotion, riot, inability to obtain any material, imposition of sanction and / or any measures taken by the Govt. what so ever which rendered it impossible or impracticable for the contractor to perform obligations under this contract.

Executive Engineer