QUOTATION NO. Add. City Engineer /North Zone/ 16 / 2023-24 DATE : 22 / 09 / 2023

ALL INCLUSIVE ANNUAL MAINTENANCE OF VARIOUS CAPACITY AIR CONDITIONER MACHINE INSTALLED AT NORTH ZONE AREA FOR 2 YEARS.

ESTIMATED AMOUNT: Rs. 4,00,000.00 EMD AMOUNT: 4000/- Tender fee --------

validity period : 120 Days

Required Documents

<table>
<thead>
<tr>
<th></th>
<th>Description</th>
<th>Required</th>
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</thead>
<tbody>
<tr>
<td>1</td>
<td>Experience Certificate</td>
<td>Yes</td>
</tr>
<tr>
<td>2</td>
<td>GST Registration Certificate</td>
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</table>

TENDER AVAILABILITY

ISSUING AUTHORITY Executive Engineer, North Zone, Surat

ISSUING OFFICE Administrative office, North Zone (Katargam), Nr. Gajera School, B/S Ramji krupa Raw House, Katargam, Surat.

INVITING AUTHORITY Executive Engineer, North Zone, Surat

Submition Date

Last date: 09 /10/ 2023 SUBMITTED To,

Time : 17.30 P.M. EXECUTIVE ENGINEER

ADMINISTRATIVE BUILDING, NORTH ZONE (KATARGAM), NR. GAJERA SCHOOL, B/S RAMJI KRUPA RAW HOUSE, KATARGAM, SURAT.

GST CLAUSE FOR CONSTRUCTION/ ERECTION/ COMMISSIONING/ INSTALLATION/ REPAIRS/ MAINTENANCE/ RENOVATION/ FABRICATION OF STRUCTURE INCLUDING BUILDING (MEANS ALL WORKS CONTRACT/ TURN KEY PROJECT/ SUPPLY OF MATERIAL/ GOODS)

GST (Goods and service tax has come in existence from 1st July, 2017. Contractor / Successful Bidder is bound to pay any amount of GST prescribed by the govt. of India as per the terms of contract agreed upon during the course of execution of this contract.

During the course of execution of contract, if there is any change in rate if GST (Goods and Service Tax) by the Government, the same shall be reimbursed/recovered separately by SMC. subject to the submission of original receipt/proof for the amounts actually remitted by the contractor/successful Tenderer to the competent Authority along with a certificate from Chartered Accountant of contractor/successful Tenderer certifying that the amount of GST paid to the government and the same shall be intimated/submitted/claimed within 30 (Thirty) days from the date of payment. Remittance of GST within stipulated period shall be the sole responsibility of the successful contractor/Tenderer, failing which SMC may recover the amount due, from any other payable dues with SMC and decision of Municipal Commissioner shall be final and binding on the contractor/successful Tenderer in this regard. Further, the non-payment of GST to the government may lead to the termination of contract and forfeiture of security Deposit/Performance Guarantee Amount.

If imposition of any other new taxes/Duties/levies/Cess or any other incidentals etc. or any increase in the existing taxes/Duties/Levies/Cess or any other incidentals etc. (Excluding GST) are imposed during the course of the contract, the same shall be borne by the successful contractor/Tenderer only, in no case SMC shall be liable for the same.

SIGNATURE OF ISSUING AUTHORITY

--SD--
EXECUTIVE ENGINEER
NORTH ZONE
SURAT MUNICIPAL CORPORATION
Name of Work :- ALL INCLUSIVE ANNUAL MAINTENANCE OF VARIOUS CAPACITY AIR CONDITIONER MACHINE INSTALLED AT NORTH ZONE AREA FOR 2 YEARS.

Ref. :- (1) Tender Notice No. ACE. /CZ. /04/ 2023-24 (Work No. 01)
(2) Standing Comm. Res. No. 1255/2023, Dtd . 11/08/2023

<table>
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<tr>
<th>Sr.No.</th>
<th>Description</th>
<th>Qty.</th>
<th>Rate/ Unit/ Years</th>
<th>Total Amount For 2 Years. With GST Rs.</th>
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<tr>
<td>1</td>
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<td>2</td>
<td>1.5 TR. Split AC machine with compressor</td>
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<td>3</td>
<td>2.0 TR. Split AC machine with compressor</td>
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<td>4</td>
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<td><strong>Rounded Amount With GST Rs.</strong></td>
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**PAYMENT & PENALTY TERMS & CONDITIONS**

(1) No payment shall be made in advance.

(2) All payments shall be made as per prevailing rules/regulations of SMC.

(3) Bills should be furnished in duplicate to the office of the Zonal Officer/Executive Engineer along with appropriate annexure, all other documents/certificate(s) required as per tender terms & conditions.

(4) Payment shall be released on Quarterly basis. i.e. within 20 days of receipt of invoice with necessary documents.

(5) Payment of bills shall be subject to deduction as per Income tax Act and penalty (if any) as per agreed terms and conditions of the contract.

(6) Payment shall be made on quarterly basis i.e. every three months

- 93% Bill shall be paid in each RA Bill and 7% of amount shall be kept as retention from each running bill and shall be paid in final bill.
- Recoveries shall be made from the above payments as per provisions made in various conditions, clauses, terms etc., in the tender documents and other dues from the Contractor.
- Receipt for payments made on account of any work when executed by a firm, should also be signed by all the partners, except where the contractors are described in their tender as a firm in which case the receipts shall be signed in the name of the firm by one of the partners, or by some other person having authority to give effectual receipt for the firm.
- **Note:** - Final Bill for AMC work shall be released after completion of 2 Years of Contract Period. & Satisfactory hand - over the existing systems / AC etc. to new contractor / SMC.

All payments shall be made as per prevailing rules/regulations of SMC.

(7) Payment shall be processed after accomplishment/ fulfilling the requirement(s) of GST, PF, Labour Laws, and Professional Tax or any such taxation/ labour related local/ State/ Central Acts/ Rules/ Regulations and its latest amendments/ notifications. Necessary evidence(s) like insurance policy
premium paid (along with copy of policy), salary/ wages payment proof, bank statement(s), GST return filed, provident fund contribution etc. has to be furnished whenever asked for payment or other purpose(s).

(8) During the course of execution of Contract, if there is any change in rate of GST (GOODS & SERVICE TAX) by the Government the same shall be reimbursed/ recovered separately by SMC, subject to the submission of original Receipt/ Proof for the amount actually remitted by the successful bidder/ Contractor to the competent Authority along with a certificate from chartered Accountant of Contractor/ Successful Bidder certifying that the amount of GST paid to the Government and the same shall be intimated/ submitted/ claimed within 30 (Thirty) Days from the sole responsibility of the Successful bidder/ Contractor, failing which, SMC may recover the amount due, from any other payable dues with SMC. Further the non-payment of the GST to the Government may lead to the termination of contract and forfeiture of Security Deposit/ Performance Guarantee Amount.

(9) TDS shall be deducted as per the act/rules from the bills of the contractor.

(10) The work must be completed in all respect within stipulated time period as mentioned in important instruction to bidder. Also, if contractor fails to execute the work than action against contractor will be taken as per decision of competent authority of SMC and that should bind to contractor.

(11) The Contractor shall be liable to the payment of all the Central/ State/ Local Body's Levies, taxes or duties etc. The SMC shall neither bear it nor reimburse at any time but will ensure deduction of Central/ State/ Local levies and taxes at Source at the rate provided under therelevant statutes from time to time in force. Further the work contract tax or sale tax shall be borne by the Contractor as per Rules and Regulations of Government.

(12) Any increase or decrease in taxes/ duties or imposition of any new taxes/ duties shall be onaccount to the Corporation and such increase/ decrease shall be paid/ recovered to/ from the Contractor on producing documentary evidences only. The contractor shall be the sole responsible for payment of such incidentals to the concerned Government department which he has collected from the Corporation. This provision is limited for Schedule-B of the tender.

(13) Quantities shown in the tender are approximate and no claim shall be entertained for quantities of work executed being either more or less than those mentioned in the tender.

(14) Security deposit shall be released after final takeover as well as satisfactory clearance from Audit department.

(15) The contractor shall have to submit bill in duplicate along with documents as mentioned elsewhere in this tender document for the activities completed. The payment should be made as per the actual work done and actual measurement of each item done on site.

(16) PAYMENT AT REDUCED RATE

The rates for several items of the work agreed to within shall be valid only when the item concerned is accepted as having been completed fully in accordance with the sanctioned specifications. In cases where the items of works are not accepted by Engineer-in- charge, the engineer In charge shall instruct to rectify work/replace items as per Tender & specification or the Engineer in charge may make payment on account of such items at such reduced rates as he may consider reasonable in the preparation of final or on account bills.

(17) FINAL PAYMENT

The final bill shall invariably be preceded by a thorough assessment of the entire work performed by the Contractor. The Contractor shall submit the final bill for the works within one (1) month of such final assessment. The bill shall be based only on the works as assessed and at the accepted tender rates, including rates for any additional or extra work which might have been sanctioned by the SMC. All the deductions due under the Contract shall be adjusted accordingly in the final payment.

(18) NO ESCALATION PAYABLE FOR WAGES AND MATERIALS

No payments to the Contractor on account of escalation of rates of equipment, materials, wages, fluctuation in foreign exchange rate, etc., are admissible. The Contractor is supposed to foresee all statutory /other escalations which may be taken into account while quoting the rates in the tender. However, the Contractor as notified by the Government shall pay the minimum wages payable to the labour as per Minimum Wages Act from time to time during the execution of the work. Any payment
made over and above the specified minimum wages shall be on Contractor’s account and the SMC shall not be liable to account for the same. In case of imported equipment any possible increase in custom duties, CVD, etc., shall also be foreseen and absorbed by the Contractor.

(19) TDS

INCOME TAX
Income Tax on gross amount billed by the Contractor, as per prevailing statutory rules will be deducted as per Section 194(c) of Income Tax Act.

GST
Applicable GST TDS will be deducted as per prevailing act(s)/ rule(s)/ notification(s). Any other Taxes will be deducted as declared By Government.

SEAL & SIGNATURE OF THE TENDERER

Detailed Scope of Work

1. The contractor shall have to check the Air Conditioner machine/water cooler/refrigerator thoroughly and carry out complete servicing for each ac machine/ cooler / refrigerator once in a month and complete overhauling once in three months during the annual contract period. Each activity carried out for each machine shall be required to be entered in history card.

2. The contractor shall also have to attend day by day problems arising in all above items.

3. The contract is comprehensive in nature and it includes all kinds of minor and major material and all unskilled and skilled labour.

4. The contractor will directly follow the instructions by the engineer in charge at the site.

5. The scrape material should not require submitting to the Surat Municipal Corporation. The old replace parts will be property of contractor.

6. Contractor shall have to carry out the electrical maintenance work through electrical license contractor only.

7. The contractor will have to maintain a complain register for Air conditioners.

8. The contractor shall have to prepare machine wise History cards showing make/name of machine, serial no. etc. After servicing, overhauling, painting etc. of the machine signature of authorized personal from concerned department or light department shall have to be obtained on such cards.

9. The service contract will be for 02 (Two) years as mentioned in work order.

10. The contractor will have to give regular service and have to co-ordinate the repairing of machine according to department’s requirement and convenience. However, schedule is to be fixed in advance for every machine.

11. The contractor will have to attend the machine immediately within 06 hours from intimation looking to the urgency and sudden failure of the same. Every machine will be followed by report of attendance of the machine and suggestions, if any for repair to be done. Repair and re-commissioning of the machine shall be done within 3 days from the date of information. In case of compressor replacement, the machine is to be commissioned within 3 days’ time.

12. Spare parts used for repairs shall be original genuine and of good quality and/or same as defective/Damage material to be replaced. No second-hand material will be tolerated for replacement purpose.

13. Payment shall be made in four installments i.e. every three months. No advance payment shall be made.

14. The make of Reciprocating compressors must be Shree Ram Techmashah Refrigerator Industries or Kirlosker Ltd. and rotary compressor must be Hitachi/Mitsubishi/LG/O-General or as per original only.
15. In case of the compressor failure the contractor will replace the compressor and fulfill the gas charging without any extra cost.

16. Air condition units should be repaired and re installed at the same place or at the place shown by engineer in charge.

17. The contractor will also be responsible for repairing the problems pertaining to the body of all the three items like new body work, gas welding, leakage, replacement of ball cock, knob and miscellaneous if such problems occur. Contractor will also be responsible to solve the problems of AC ducts in case of Package ac units.

18. Painting of metal stands of AC outdoor units shall be carried out once in a year.

19. The contractor will replace all the accessories like knob, swing strips, filter, condenser, insulation pipe, switch, thermostat and miscellaneous if they are likely to be changed. In such a case, old part must be replaced by a new one, not used or second hand.

20. The contractor will not be provided any transportation fare or other charges if a question arises of transfer of any machine under contract outside the campus for repair.

21. Contractor is responsible to provide man power/technicians on Sundays/ public holidays also. Contractor shall have to arrange weekly off of their manpower as per rules & regulation. However, if necessity arises, the contractor shall provide more manpower than specified without any extra cost.

22. As part of energy conservation, SMC may install any product/device to existing A.C. unit which shall not allow the contractor to deviate from the responsibility of A.M.C. mentioned in this document.

23. In case of plant/package contract includes maintaining/repairing electric control panel of respective plant/package units. These panels should be maintained by trained wireman/electrician only.

24. Contractor has to maintain the identification number on each ac unit and also repaint if required.

25. Each and every part of AC is included in this annual maintenance contract. Non-repairable parts/item/unit shall also be replaced by contractor.

26. Contractor has to keep Digital Type Thermometer for temperature measurement, hygroscope for humidity measurement as well as digital clip on meter for electrical parameter measurement.

27. All employees deployed for the said work shall be provided with personal safety accessories.

28. After awarding the work to contractor, a survey shall be made by contractor for missing/faulty accessories/items/units. The same shall get repaired by SMC through present contractor and the system shall be handed over in healthy condition. This survey shall be completed within 15 days from the work order, else, no complains about the system from contractor shall be entertained. Similar way, at the end of the contract period, a joint survey shall be made by SMC and the contractor/contractor's representative. And the missing/faulty item/accessories/unit found shall be repaired/replaced by contractor and the system shall be handed over to SMC in healthy condition. Final bill of the contractor shall be prepared and paid only after handing over site in healthy condition to SMC.

29. Before one month of the end of the contract period, a survey will be carried out by the contractor together with the engineer in charge and all the missing accessories and parts shall be changed/replaced by the contractor at free of cost.

30. Please note that, SMC has planned to replace old AC units in coming time with new AC. During defect liability period of new AC, service of new AC shall be carried out by that respective agency. After defect liability period of that AC, service shall be done as a part of this tender. During defect liability period of new AC, it shall be excluded from this contract. Tenderer shall have to quote the rate accordingly.

--SD--
Executive Engineer
North Zone(Katargam)
Surat Municipal Corporation

SEAL & SIGNATURE OF THE TENDERER
**Penalty Criteria**

1. All complains given by telephonic from department/engineer in-charge. If major fault/defect of units not cleared within 24 hrs., a penalty Rs. 1000 per day will be levied.

2. If it is found that the contractor is using / has used material/part other than specified elsewhere in tender, a penalty of Rs. 1000/- per incidence will be charged. And the contractor shall be instructed to replace the material/part with original/equivalent one. If the contractor doesn’t do so, SMC may replace/change the material/part by its own through any mode and expense of which shall be levied from contractor’s bill.

3. Contractor’s employee at North Zone shall have a good dress code and I-card. Any employee found without a dress code shall attract a penalty of Rs. 100 per incidence.

4. Before one month of end of the contract, a survey will be carried out by the contractor along with the engineer in charge at the site and all missing/faulty accessories and parts found will be replaced/repaired by the contractor at free of cost. If not, the sum of the replacement/repair cost as well as a penalty of Rs. 50,000/- will be charged from the contractor in final bill/deposit.

5. If routine maintenance of all the machines is not carried out as per schedule, then SMC shall carry out the work at risk & cost of contractor, and expense incurred for completing the work plus penalty of Rs. 5000/- shall be levied for a bill period.

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Executive Engineer  
North Zone (Katargam)  
Surat Municipal Corporation

I/we ___________________________ am/are agree to do ALL INCLUSIVE ANNUAL MAINTENANCE OF VARIOUS CAPACITY AIR CONDITIONER MACHINE INSTALLED AT NORTH ZONE AREA FOR 2 YEARS. As Per SMC sanctioned unit rates by Standing Committee vide Res. No. 1255/2023, Dtd. 11/08/2023 for up to limit of Rs. 4,00,000.00 Ps. (in word Rupees Four Lac only).

SEAL & SIGNATURE OF THE TENDERER