

AGREEMENT

THIS AGREEMENT entered into at Chennai on this the between the Tamil Nadu Dr. M.G.R. Medical University, No.69, Anna Salai, Guindy, Chennai-32 represented by its Registrar herein after called the "University" as the PARTY OF THE FIRST PART AND **M/s**.....represented by its Proprietor, herein after called the "Comprehensive Annual Maintenance Contractor" as the PARTY OF THE SECOND PART.

WHEREAS the University, the Party of the First Part desires to assign the contract to maintain the a) 76 nos Window AC b) 80 nos of split AC c) 6 nos of 17 TR carrier make Ductable AC d) 2 nos of 11 TR carrier make ductable AC e) 4 nos of 8.5 TR carrier make ductable Air Conditioners which are available at Auditorium of this University.

WHEREAS the PARTY OF THE SECOND PART, **M/s**....., has offered to render services as Comprehensive Annual Maintenance Contractor.

WHEREAS the Party of the First Part has accepted the offer made by the PARTY OF THE SECOND PART.

WHEREAS the terms and conditions of the said engagement have been "Mutually" discussed and agreed upon.

WHEREAS the parties are desirous of putting them in writing.

NOW THIS AGREEMENT WITNESSETH

1. The PARTY OF THE SECOND PART Viz. Comprehensive Annual Maintenance Contractor has agreed to render the following services for the PARTY OF THE FIRST PART viz., The Tamil Nadu Dr. M.G.R. Medical University, Chennai for a period of one year from to in respect of the Air-conditioners as mentioned as below, at the agreed amount of **Rs**..... **(Rupees only) including GST**

Sl.No.	Particulars (air- conditioners)	Qty	Per rate Rs.	Per annum Amount in Rs.
01	Window AC	76 nos		
02	Split AC	80 nos		
03	17 TR Carrier make Ductable AC	6		
04	11 TR carrier make Ductable AC	2		
05	8.5 TR Carrier make Ductable AC	4		
		TOTAL		
		GST 18%		
		GRAND TOTAL		

(Rupees.....)

(2) SCOPE AND SERVICES:

a) window (76 nos) /split Air conditioners (80 nos)

This comprehensive Contract includes replacement of faulty spares like Compressors, Starting Capacitors, Running Capacitors, Relays, Thermostats, Fan Capacitors, Fan Motors, Selector switches, Power Contactors, Control Contactors, Printed Circuit Board, Oscillation Motor, Fan Motor Flip Flop Motor, External Time Switch Units provided for specific time running of A.C's, Stabilizers, Rewinding of motors, providing Ball bearing of motors, Fan blades, Electronic Control Circuitry, Remote Control units etc. at Contractor's cost including Gas charging and attending all complaints and breakdowns of all types of air-conditioners.

All the machines should be checked monthly including the following services. The contract's scope is preventive and corrective maintenances. Two separate reports should be submitted one for routine and other for breakdown maintenance for every air conditioner. The Contractor should depute a one (01) skilled and qualified person and one (01) Technician to the University every day in office hours 10.00 AM to 06.00 PM. The scope of annual maintenance work, inter alia, includes the following.

- a) Cleaning of air filters, indoor unit grills & filters through air blower. Replacement of filter if found damaged/unusable.
- b) Cleaning of the indoor unit body by wiping out the dust, etc., with wet cloth.
- c) Checking operation of the controls of the air conditioners such as selector switch, thermostat, relays, remote control etc.
- d) Checking the cooling efficiency, noise and air flow, thermal insulation of refrigerant piping, gas and water leaking etc.
- e) Checking air flow through the supply air grill, return air grill and condenser.
- f) Checking operation of the voltage stabilizer and back up electrical power outlet /MCB.
- g) Checking operation of the drive motors, motor bushings and fans.
- h) Oiling the motors
- i) Cleaning of blower, condenser fan, evaporator and condenser coils.
- j) Over hauling of the AC with chemical washing process.
- k) Checking air temperature at the following location (Dry Bulb & Wet Bulb Temp.):
 - k.i. Supply air grill
 - k.ii. Return air grill
 - k.iii. Inlet air condenser
 - k.iv. Outlet air from the condenser
- l) Checking Firmness of the supporting arrangement for the compressor, blower motor, air conditioners casing and fixing of the air conditioners etc.
- m) Checking ground connections.
- n) Charging of Refrigerant Gas during the period of Contract if need arises.
- o) Checking and cleaning of diffusers and ducts in ductable/package type ACs.

- p) Cleaning the condenser and evaporator coils with suitable detergent/ chemical solution and flushing with high-pressure jet of water.
- q) Greasing of blower motors and all moving parts.
- r) Replacement of any component of air conditioners (Outdoor and indoor units (including compressor), inlet and outlet Pipelines (including copper pipes), electrical components, etc., found defective after the above checks and tests.
- s) The Contractor should rectify the fault within 2 days except holidays and also to provide standby AC more than 2 days of fault rectification (based on Unit's Model)
- t) The contractor should not collect extra cost for shifting of AC in the University premises.
- u) If any break down calls to be attend and rectified on within 24 hrs.

b) 12 nos of carrier make ductable Air Conditioners

The contract's scope is preventive and corrective maintenances and includes performance check, calibration and adjustments, cleaning, lubricating wherever necessary and advice about best use and preservation.

- (a) The Twelve service visits in a year are to be covered by Contractor. The cost of Annual Maintenance Contract is comprehensive and inclusive of all spare parts.
- (b). The cost of Annual Maintenance Contract is comprehensive following spare parts should be covered under AMC.
 - a. Routine service of both Ductable units on every month.
 - 1. The contractor relay should be replaced free of cost and inclusive of all spare parts under cover of Annual Maintenance Contract.
 - 2. Both Ductable units condenser coil, cooling coil to be cleaning with high pressure pump and chemical on every 6 months.
 - 3. If any break down calls to be attend and rectified on within 24 hrs.
 - 4. If faulted, Compressor, PC board should be replaced (or) serviced.

(3) DURATION OF CONTRACT:

The duration of the Comprehensive Annual Maintenance Contract is for a period of one year from to The Contract may be renewed for further period on the same terms and conditions or at the contract terms mutually agreed upon between the parties provided the University is satisfied with the services of the Annual Maintenance Contractor.

(4) ATTENDING OF COMPLAINTS:

Complaints shall be reported to the Annual Maintenance Contractor over phone and the complaint number to be obtained. The University will keep record of Air-conditioners machine failure including the nature of failure, date and time of booking the complaint, when the machine is made up and the total down time. The record will be signed by the Annual Maintenance Contractor's service engineer representative. Format for keeping this record will be as per the Annexure-I. Corrective Maintenance call has to be attended, within 24 hours of time reported and University will maintain a log book of the calls reported with the call registration number.

(5) SERVICE ASSURANCE:

Maximum acceptable down time will be Two days excluding holidays. Whenever the Air-conditioners cannot be repaired immediate standby arrangement has to be made by the Contractor.

(6) PAYMENT TERMS:

The Assistant Engineer (Elec.) and Junior Engineer (Elec.) of this University will supervise the above work and certify the bills for payment and then only the payment will be made to the contractor based on the certificate. Income tax and all other applicable taxes will be deducted from the contractor bills as per rules in the force. There shall be no raise in the maintenance charges during the Annual Maintenance Contract period. The payment of Annual Maintenance Contract will be made half yearly i.e. in two installments after Six maintenance visits covered under the half year is done.

(7) TERMINATION OF CONTRACT:

During the Annual Maintenance contract period, if the Party of the first part is not satisfied with the services of the Annual Maintenance Contractor, or the Annual Maintenance contract is transferred to the third party without knowledge of the Party of the First Part then the Annual Maintenance contract will be terminated. In such cases, the University shall give an advance intimation of not less than 30 days to the Annual Maintenance Contractor. In the event of unsatisfactory maintenance, the University reserves the right to claim damages for non-fulfillment of contract.

(8) GENERAL PROVISIONS:

This agreement shall supersede all previous communications, both oral and written and provisions herein contained shall not be omitted, added to or amended in any manner except in writing and signed by both parties thereof.

(9) PENALTY FOR NON-FULFILMENT OF CONDITIONS:

Penalty will be levied at the rate of 1% per week on the total contract price if the work has not been commenced in full within the stipulated period subject to force majeure conditions. Further such performance may entail black listing of the contractor.

(10) ARBITRATION:

All disputes, differences and questions whatsoever which shall arise between the parties hereto during the continuance of the Annual Maintenance contract or afterwards, touching any clause or matter herein contained, or the rights, duties and liabilities of either party in connection therewith, shall be referred to the sole arbitrator to be appointed by the Registrar of the Tamil Nadu Dr. M.G.R. Medical University. The language of the arbitration shall be in English. All such Arbitration proceedings shall be held in Chennai and shall be in accordance with and subject to the provision of the Indian Arbitration and Conciliation Act, 1996, or any statutory modification re-enactment thereof for the time being in force.

The document together with any attachment here signed by both the parties shall constitute the entire contract between the Annual Maintenance Contractor and the University. This Annual Maintenance Contract shall be governed in all respects by Indian Law. The foregoing terms and conditions shall prevail notwithstanding any variations contained in the terms and conditions of any other documents submitted by the University unless Variations have been specifically agreed upon by the Contractor in writing.

IN WITNESS WHEREOF the parties above named have set their hands and signature on the day month and year first above written.

REGISTRAR
THE TAMIL NADU Dr.M.G.R. MEDICAL
UNIVERSITY,
NO.69, ANNA SALAI,
GUINDY,
CHENNAI – 600 032.

WITNESS:

- 1.
- 2.

Proprietor

.....
.....

WITNESS:

- 1.
- 2.