

TERMS AND CONDITIONS (AMC)

1. In the case of failure, the scheme shall be restored within 24 hours in case of WSS & within 48 hours of irrigation, by making own arrangements, if standby pump set is not available. In case firm fails to restore the scheme within aforesaid period, it shall be got restored at the risk and cost of the contractor/firm. The damaged pump set shall be repaired within 7 days, failing which penalty @ 1500/-per day shall be imposed and recovered.
2. The scheme will be hand over to the firm in good condition and the firm will be bound to hand over the same back to the department in similar condition after expiry of the AMC. The pumping machinery & other allied accessories handed over after expiry of the AMC shall be guaranteed for 6 months or 3000 working hours after handing over , as the case be.
3. The discharge of the pump as available on the date of handing over should be available on the date of termination of the Agreement.
4. Any transportation charges for repair of pumping machinery & its accessories shall be borne by the contractor.
5. Extraction and lowering of pumping machinery shall be done by the firm/contractor at his cost .
6. The firm shall collect the information regarding repair work of the scheme included in the Agreement every day between 10 AM to 11 AM.
7. The Agreement will remain operative for one year from the date of its award.
8. Contract period can be increased or decreased depending upon the performance.
9. Energy charges shall be borne by the department. Escalation charges shall not be allowed during contract period.
10. All the material to be used for repair work shall be conforming to the relevant ISI specifications as approved by the department.
11. The dismantled material shall belong to the firm and Assistant Engineer shall certify that the dismantled parts have been replaced with genuine/similar make.
12. Notwithstanding anything mentioned above, if any dispute arises regarding repair/replacement of parts/equipments etc. decision of the Engineer-In-Charge shall be final.
13. Contractor will not carry-out any amendment/ modification to any equipment/accessories without approval of the Engineer-In-Charge.
14. The firm shall have to intimate the local contact address within the jurisdiction of the division, where written intimation of failure can be given.
15. The firm shall have to supply the proof of having well electrical as well as mechanical workshop with requisite testing facilities.
16. The firm shall be bound to supply the work done certificate of minimum Rs. Two Lakh per annum.
17. In case replacement of pumping machinery /accessories is done on technical ground, the scope of work shall be modified accordingly.
18. Overall BHP can be increases/decreased.
19. The payment schedule shall be as under:-
 - (1) 20% after 3 Months.
 - (2) 20% after 6 Months.
 - (3) 20% after 9 Months.
 - (4) 40% after 12 Months.Quarterly schedule payment will only be made to the contractor after production of certificate issued by the AE regarding no damages to the department property are occur as well as the payment to the operation/maintenance staff deployed by the contractor on the scheme has been made in full.
20. 2% Sale tax, 2% Income Tax (Education Cess 3% on Income Tax), Security 10%, Labour Cess 1 % shall be deducted from each bill or as applicable from time to time .

21. The security shall be released after expiry of Contract i.e. 12 months.
22. The successful tender, in addition to prescribed security deposit, shall provide performance bond for a sum of 5 % of his tender sum through prescribed mode of deposit, before award of the work.
23. The rates for amount of operation of the scheme should be incorporated by the contractor separately in the tender documents.
24. The final decision regarding handing over the scheme of operation solely rest upon the Engineer-In-Charge.
25. During operational period if any damages occur to any property of the scheme such as Pump House, Pumping machinery, Rising Main, Electrical Installation etc. it will be the responsibility of the operating firm/contractor to restore it back to the original condition at his own risk and cost.
26. The contracting firm has to operate the scheme from his own sources such as manpower etc. and to ensure its operation as per the existing schedule of operation or as per the demand /direction of the Engineer-In-Charge.
27. In addition to security deducted by the department, 50% amount of last quarter will be with held which will be released after successful completion of the guarantee period as mentioned in condition No. 2 above.
28. The contractor will be responsible for watch and ward of the Pump house and pumping machinery along with other accessories installed in the campus of the scheme head works for 24 hours.
29. Energy charges will be born by the department.
30. No escalation will be allowed under any circumstances.
31. Himachal Pradesh Public Service Guarantee Act 2011 should be followed strictly which are as under:-

(A) Minor Breakdown in drinking water supply and irrigation schemes:-

1	Failure of power supply	One day.(water supply will be restored after one day of restoration of power supply by HPSEB)/
2	Minor breakdown in Pumping machinery due to greasing, oiling, change of gland packing pump including checking of alignment and replacement of Nuts Bolts Screws etc.	One day
3	Breakdown in existing fittings, union, valves, line etc	one day.
4	Bursting of packing of flanges of common headers/ suction pipe or Rising Main.	Two day.
5	Leakage in Rising Main.	Two day.

(B) Major Breakdown in drinking water supply and irrigation schemes:-

1	Burning of Transformer of HPSEB and failure of supply.	One day.(water supply will be restored after one day of restoration of power supply by HPSEB)
2	Burning of electric parts due to lightening.	3 days.
3	Land sliding during rainy seasons.	7 days (For laying of pipe line or laying of bypass system).
4	Pumps, Motors including standby pump sets going out of order simultaneously.	7 days.

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