

No.01(25)/2015-2016/Gen1/
Government of India
Ministry of Communications & Information Technology
Department of Electronics & Information Technology
National Informatics Centre
Odisha State Unit
Sachivalaya Marg, Unit-IV, Bhubaneswar-751001

Dated : 30/11/2015

SHORT TENDER CALL NOTICE

Sealed tenders are invited by National Informatics Centre, Sachivalaya Marg, Unit-IV, Bhubaneswar, Odisha from bonafide and reputed Agencies to enter into Comprehensive Annual Maintenance Contract and Comprehensive Installation/Re-installation of 1.5 Ton Window Mounted Room Air Conditioners, 2.0 Ton Window Mounted Room Air Conditioners and 2.0 Ton Split Air Conditioners of Videocon / Voltas make. The Air Conditioners are installed in the offices of NIC located in Bhubaneswar and the District Headquarters of Odisha. The sealed quotations complete in all respects must reach this office latest by 19/12/2015 up to 1300 hours and the same will be opened on 21/12/2015 at 1500 hours. For more details please log on to <http://tenders.gov.in> or <http://ori.nic.in> or contact to Shri B. Kesheir, Stenographer Grade-II, National Informatics Centre, Sachivalaya Marg, Unit-IV, Bhubaneswar-751001.

(A.K. Parhi)
Deputy Director

No.01(25)/2015-2016/GENL/
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National Informatics Centre
Odisha State Unit
Sachivalaya Marg, Unit-IV, Bhubaneswar-751001

Dated : 30/11/2015

To

(All the Interested Parties)

Limited Tender for Comprehensive AMC and Comprehensive Installation/Re-installation of Window Mounted Room Air Conditioners & Split Air Conditioner at NIC, Bhubaneswar and the District Headquarters of Odisha.

National Informatics Centre (NIC), Sachivalay Marg, Unit-IV, Bhubaneswar invites sealed tender from agencies for Comprehensive AMC and Comprehensive Installation/Re-installation of Window Mounted Room Air Conditioners and Split Air Conditioner at NIC, Odisha State Unit, Sachivalaya Marg, Unit-IV, Bhubaneswar – 751001 and the District Headquarters of Odisha as mentioned in [Annexure-I](#).

1. DESCRIPTION OF WORK

Comprehensive maintenance services of 40 nos. of 1.5 Ton Window Air Conditioners (Videocon), 2 nos. of 2.0 Ton Window Air Conditioners (Videocon) and 22 nos. of 2.0 Ton Split Air Conditioners (Videocon/Volta) are required to keep up the operation of Air Conditioners at NIC, Bhubaneswar and District Headquarters of Odisha as mentioned in [Annexure-I](#). Similarly installation/re-installation including use of all the consumable/non-consumable items and refrigerant charging as per the requirement of installation from time to time.

Signature of Bidder with Date

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2. Essential Qualifying Terms & Conditions :-

- (a) The bidder should have a regular office or one of the branch offices in Bhubaneswar with a functional telephone.
- (b) The bidder must have preferably government sector clients currently being provided this service. The list of these clients giving organization name, nodal officer name & designation, telephone & fax number with contract validity where the bidder is providing such services may be provided for NIC records and future reference.
- (c) The bidder should be registered with the service tax department and carrying a valid service tax registration number.
- (d) The bidder must be carrying a valid PAN number.
- (e) The bidder should have a minimum financial turn over of Rs.10 lakhs on the basis of average of last three years (2012-2013, 2013-2014 & 2014-2015).
- (f) The bidder should not have been blacklisted by any Central/State Government in the past three years which includes the current financial year. (attach self certificate).
- (g) NIC reserves the right to disqualify such bidders who have a record of not meeting contractual obligations against earlier contract if any entered into with NIC.

3. General Qualifying Terms & Conditions :-

- (a) The offers submitted by telex/telegram/fax/e-Mail or any manner other than specified in Para 7 (a) & (b) shall not be considered. No correspondence will be entertained on this matter.
- (b) At any time prior to the last date for receipt of bids, NIC may for any reason, modify/relax any of the terms and conditions of the tender document by an amendment or cancel the tender. The amendment if any notified on the website <http://tenders.gov.in>, <http://ori.nic.in> will be binding on the prospective bidders.

- (c) No bid may be modified subsequent to the last date for receipt of bids. No bid may be withdrawn in the interval between the last date for receipt of bids and the expiry of the bid validity period. Withdrawal of a bid during this interval shall result in forfeiture of bidder's EMD.
- (d) The bidder shall bear all costs associated with the preparation and submission of its bid. NIC, in no case be responsible or liable for those costs regardless of the outcome of the tendering process.
- (e) The bidder should deploy for this job, adult and skilled staff only. Employment of child labour will lead to the termination of the empanelment, without any notice at the costs, risks and responsibilities of the bidder.
- (f) The bidder should have the experience of maintaining 60 or more air conditioners in an organization(s).
- (g) The bidder shall treat the contents of the tender documents as private and confidential.
- (h) Each page of the tender document should be signed and stamped by bidder.
- (i) The persons deployed for this job must be trained and reliable employees of the approved bidder for all purposes and NIC will have no liability regarding any matter concerning to their salaries, other payments, welfare, uniform etc. Hence, the staff of the agency will have no right to claim on NIC in any respect of employment/compensation etc.
- (j) Alterations, if any, in the quotation should be attested properly by the bidder, failing which the tender is liable to be rejected.
- (k) Rates of all items should be quoted, otherwise the bid shall be rejected. Rates should be quoted both in Figure & Words inclusive of taxes.
- (l) Be it private or public areas, your workers are to be frisked/checked by the security personnel at NIC premises, both while entering and leaving the premises.

- (m) In the event of the vendor's company or the concerned division of the company is taken over/brought over by another company, all the obligations and execution responsibilities under the empanelment with NIC shall be passed on for compliance to the new company.
- (n) The empanelled vendor should not assign or sublet the empanelment or any part of it to any other agency. The penalty for non-compliance shall be revoking the empanelment and forfeiture of the Security Deposit.
- (o) No counter conditions or deviations from the terms and conditions of Tender Document should be included in the tender submitted by the bidder. Such tenders will be summarily rejected. Therefore, the bidder is required to sign each page of this tender document.
- (p) Bidder staff shall perform their duties at the premises with due diligence and take all precautions to avoid any loss or damage to the government property/person. Bidder will be solely liable in any manner whatsoever for any indiscipline, theft, loss or damage to any person or persons at the premises.
- (q) Staff of the bidder must carry identity card issued by the bidder while on duty for NIC works.
- (r) The coordinating person from the agency should meet authorised officers of NIC at least twice a month to sort out any problem that may arise from either side.

4. CERTAIN DEFINITIONS :

- (a) AMC refers to Comprehensive Annual Maintenance Contract.
- (b) Services of the Vendors refer to trouble shooting, repairs and/or replacement of all the spares at site including preventive maintenance.
- © Working day and working hours means working day and working hours for the NIC office at respective sites.

(d) Comprehensive Installation/Re-installation of all the air conditioners will comprise following works :-

- (i) Fixing of indoor and outdoor units (condensing unit)
- (ii) Modification of window (civil) works and structural work if any.
- (iii) Use of copper refrigeration line between indoor & outdoor units including insulation of the refrigeration line wherever necessary.
- (iv) Providing of drain line (PVC Conduit pipe) to drain out condensed water.
- (v) Dehydration, leak testing/N2 pressure testing etc. (complete).
- (vi) Refrigerant charging/Topping up as per requirement.
- (vii) Testing & commissioning of units.
- (viii) Providing of required size electrical cable between indoor and outdoor units.
- (ix) Any other items not mentioned here but be required mandatory as on integral part of the unit for proper & smooth functioning.

5. SERVICE AND TECHNICAL ASSISTANCE

The obligations of the Vendor are as follows :

- (a) Maintenance services will be rendered by the vendor during NIC's working hours on working days as applicable to the respective sites.
- (b) Missing or damaged filters are to be replaced by the vendor and no extra charges will be payable for this.
- (c) The vendor has to depute skilled service engineers along with two skilled helpers. The vendor has to ensure availability of the spare parts in stock.

- (d) All the parts to be replaced by the vendor should be of standard ISI quality and substandard parts will not be accepted during the AMC and before AMC.
- (e) Apart from the preventive maintenance visits, any break down calls in between, emanating from the user will also be attended to.
- (f) NIC shall register the break down call(s) with the vendor for which a call number will be given to NIC by the vendor. The vendor should provide complaint no. with date for each complaint made by NIC and the engineers should report the concerned officer within two days.
- (g) The compressors and fan motors to be repaired by the authorized service centre of the compressors being used in Videocon, Voltas etc. If it is found that the above parts have not been repaired from the authorized service centre, NIC will have the right to deduct payment from the AMC charges.
- (h) The vendor has to provide documentary proof from the authorized service agency to the effect that these compressors being fitted in machine that they are from Videocon, Voltas etc. only.
- (i) If knobs of thermostat-selector switch and front grills is broken/damaged due to mishandling during transportation, the vendor should replace the same with new one of same quality/brand without any extra payment/charges.
- (j) During AMC the agency/vendor has to carry out two wet and two dry services per year failing which the quarterly AMC charges will not be paid.
- (k) No work will be undertaken on NIC's holidays and beyond office hours of NIC on any day except by prior approval and arrangement.
- (l) Air conditioners whether included in this AMC or not are to be installed/re-installed as per the requirement.

(m) The air conditioners are to be maintained on as and where is basis, positioned at NIC, Bhubaneswar and District Headquarters of Odisha. However, if air conditioners are to be taken to firm/workshop, no transportation charges or any other charges will be payable. Replacement should be provided for the defective air conditioners for smooth functioning of office, free of charges, until NIC's air conditioners are repaired and installed back.

(n) The vendor shall provide preventive maintenance (one overhauling) as per the details given below.

- Acid cleaning of condensers and cooling coil fins, repair of fins.
- Water cleaning of entire body.
- Tightening of all screws, fasteners.
- Checking all the electrical parts and wiring and repair of such parts.
- Oiling of all the moving parts.
- Checking the pay (gap) of condenser motor and if required, reusing.
- Replacing defective worn out parts.
- Checking cooling effect and if it is found that GAS is less, the same has to be topped up.
- During execution of work, NIC will not provide any manpower.
- Cleaning/replacement of filters.
- Servicing of remote control and microprocessor controls.
- Repair of damaged insulation of refrigeration piping of split units, on account of routine service/repair.

(o) Apart from overhauling, four quarterly services (Two dry and Two Wet) are also to be carried out which have the following works :-

- Cleaning of filters
- Dust cleaning of entire unit by water/air blower and cloth.
- Checking/tightening of all the screws/fasteners.
- Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.

6. (I) TIME SCHEDULE FOR REPLACEMENT/REPAIR AND INSTALLATION/RE-INSTALLATION.

The following period shall be strictly adhered depending upon the nature of fault :-

Sl. No.	Nature of fault	Period for NIC, Bhubaneswar	Period for District Hqrs of Odisha
1	Replacement of Compressor & Fan Motor	4 days	6 days
2	Refil of Gas	3 days	5 days
3	Replacement of condenser/chiller coil	4 days	6 days
4	Replacement of spares, capacitor, relay, thermostat relay etc. & other petty works	2 days	4 days
5	Comprehensive Installation/Re-installation of Air Conditioners	3 days	5 days
6	Major Repair	4 days	6 days
7	Minor Repair	2 days	4 days

(II) TIME SCHEDULE FOR SERVICING

Sl. No.	Particulars	Period for NIC, Bhubaneswar	Period for District Headquarters of Odisha
1	Quarterly Services of 1.5 Ton Window Mounted Air Conditioners	Quarterly	Quarterly
2	Quarterly Services of 2.0 Ton Window Mounted Air Conditioners	Quarterly	Quarterly
3	Quarterly Services of 2.0 Ton Split Air Conditioners	Quarterly	Quarterly

7. LAST DATE OF RECEIVING AND OPENING OF QUOTATIONS

- (a) The bids complete in all respects addressing to State Informatics Officer, National Informatics Centre, Sachivalay Marg, Unit-IV, Bhubaneswar should be dropped in the tender box kept in the office of NIC State Centre, Bhubaneswar latest by upto 1300 hours on 19/12/2015.
- (b) The tender can also be sent by Registered/Speed Post in the address given above well in advance so that it reaches the addressee within the specified date and time as stated above. The responsibility for ensuring the delivery of the bid in time to the appropriate addressee, would vest with the bidder.
- © In the event of the specified date for the receipt of bids being declared a holiday for NIC, the bids will be received upto the appointed time on the next working day. NIC shall not be liable in case of tenders received after the due date and time due to any reason whatsoever including delays by post OR at transit is liable to be rejected without assigning any reason thereof. No correspondence in this regard will be entertained.
- (c) Tender bids will be opened on 21/12/2015 at 1500 hours at NIC, Bhubaneswar in the presence of the bidders or their authorized representatives who may be present on the occasion. Only one bidder or his representative would be allowed to attend at the time of opening of bid. In case the day on which tender is to be opened is declared a holiday, the tender will be opened on next working day.

8. VALIDITY OF BID

The bids must be valid for a minimum period of 180 days (One Eighty) from the date of tender opening till placing the initial job order. If necessary,, NIC will seek extension in the bid validity period beyond 180 days. The bidders, not agreeing for such extensions will be allowed to withdraw their bids without forfeiture of their EMD. However, the rates should be valid for the initial/extended period of empanelment from the date of empanelment.

(9) PROCEDURE FOR SUBMITTING OF QUOTATION

Bidders are advised to study the Bid Document carefully. Submission of the Bid will be deemed to have been done after careful study and examination of all instructions, eligibility norms, terms and requirement specifications in the tender document with full understanding of its implications. Bids not complying with all given clauses in this tender document are liable to be rejected. Failure to furnish all information required in the tender document or submission of a bid not substantially responsive to the tender document in all respects will be at the bidder's risk and may result in the rejection of the bid.

Quotation should be closed in double cover. The inner cover should be addressed to The President of India and superscripted "QUOTATION FOR COMPREHENSIVE AMC AND COMPREHENSIVE INSTALLATION/RE-INSTALLATION OF WINDOW AND SPLIT AIR CONDITIONERS AT NIC, BHUBANESWAR AND DISTRICT HEADQUARTERS OF ODISSA," and should be sealed. The outer cover should be addressed to the State Informatics Officer, National Informatics Centre, Odisha State Unit, Sachivalaya Marg, Unit-IV, Bhubaneswar – 751001, without giving any indication that it contains the quotation. Incomplete quotations are liable to be rejected. NIC reserves the right to accept or reject any quotation without assigning any reason whatsoever. NIC will not be responsible for any delay in receiving the terms and conditions of the quotation or submission of the same.

The bids are to be submitted in three separate envelopes duly sealed and superscripted as :-

Envelope 'A' : Containing Earnest Money Deposit (EMD) of Rs.10,000/- in the form of Demand Draft of any nationalized bank drawn in favour of DDO, NIC, Bhubaneswar payable at Bhubaneswar as per **Annexure-II** along with the forwarding letter of bidder.

Envelope 'B' : Containing Technical Bid (Bidder's Eligibility) as per **Annexure – III**.

Envelope 'C' : Containing PRICE/FINANCIAL BID (Part-I) as per **Annexure – IV and V.**

Envelope 'D' : Containing PRICE/FINANCIAL BID (Part-II) as per **Annexure – VI.**

(10) BIDDING PROCESS

(I) Evaluation of Bids :

- (a) When deemed necessary, NIC may seek clarifications on any aspect of their bid from the bidder. However, that would not entitle the bidder to change or cause any change in the substance of the tender submitted or price quoted. This would also not mean that their bid has been accepted.
- (b) NIC may waive any minor informality or non-conformity or irregularity in a bid, provided such waiver does not prejudice or affect the relative ranking of any other bidder.
- (c) Any effort by a bidder to influence NIC bid evaluation or bid comparison or contract award decisions may result in the rejection of the bidder's bid and forfeiture of the bidder's EMD.
- (d) NIC reserves the right to accept any bid, and to cancel/abort the Tender process and reject all bids at any time prior to award of Contract, without thereby incurring any liability to the affected bidder or bidders and of any obligation to inform the affected bidders of the grounds for NIC's action and without assigning any reasons whatsoever. The decision of NIC arrived at will be final and no representation of any kind will be entertained.

(II) Technical Evaluation :

- (a) The technical bids containing EMD (Envelop-A) and bidder's eligibility (Envelop-B) will be evaluated by a duly constituted committee in the first instance as per the stages given below in the presence of the bidders or their authorized representatives.

- (b) **Envelop-A** containing Earnest Money Deposit (Annexure-II) is the first envelop to be opened. Accordingly, Envelop-B of only those bidders whose EMD is in order shall be opened in the same session. Bids not accompanying with the prescribed EMD will not be considered and will summarily be rejected.
- (c) **Envelop-B** containing documents on bidders' eligibility (Annexure-III) shall be opened by the committee to evaluate the information submitted in Annexure-II with respect to the eligibility criteria of the bidder and the technical evaluation reports will be prepared. Bids, not satisfying the eligibility criteria will be rejected. During the course of evaluation of technical bid, the committee may call for additional information from the bidders and they have to submit additional information also. The additional information, if called for must be submitted in the time period given by the committee failing which the bid shall be rejected.

(III) Financial Evaluation on Panel Formation

- (a) **Envelop-C** The price/financial bids (Part-I) of technically accepted bidders will be opened by the duly constituted committee in the presence of the bidders or their authorized representatives on a date and time duly notified to them. Annexure-IV and V for spare parts/repair submitted by technically qualified bidders will be opened for deciding the lowest individual unit rates for all the items of this tender. Only those bidders will be qualified for the main financial bidding process who agree to meet the minimum unit rates individually for all the spare/repair items listed in Annexure IV and V. The bidders not agreeing to the minimum unit rates as above, their Envelop-D containing price/financial bids (Part-II) will not be opened and the bid will be rejected.

(b) (Envelop-D) Containing Price/financial bids (Part-II) (Annexure-VI) of the bidders qualified in the process of Part-I bidding of price/financial bid as mentioned in clause 10 (III) (a) under the heading Financial Evaluation on Panel Formation will be opened.

© L1, L2, L3, L4....bidders will be determined on the Gross Total Value (GTV) of the rates for all items as mentioned at Sl.No. 1 to 3 of Annexure-VI.

(d) L1 bidder will be decided on the Gross Total Value (GTV) of Annexure-VI.

(e) In case the bidder has failed to quote for all the items in Annexure-VI, his bid will be rejected.

(IV) Panel Formation Procedure

A panel of two vendors will be formed by giving successive opportunity to LQ2, LQ3, LQ4.... bidders. First LQ2 will be asked to match the lowest unit rates of LQ1 as finalized above. If none of the bidders other than L1 bidder agree to match the L1 rates, there shall be only one vendor on panel.

Quoting incredibly low value of items with a view to subverting the tender process shall be rejected straight away and the EMD of such bidder will be forfeited.

(11) EMD CLAUSE

- (a) Each bid must be accompanied by Earnest Money Deposit of Rs.10,000/- (Rupees Ten Thousand) only in the form of Demand Draft of any nationalized bank drawn in favour of DDO, NIC, Bhubaneswar payable at Bhubaneswar without which the quotation will be summarily rejected and no further correspondence will be entertained in this regard.
- (b) The EMDs of non selected bidders shall be returned within 45 days after the finalization of the tender without interest thereon.

- (c) The EMD of non-selected bidders shall be returned within 45 days after the finalization of the tender without any interest thereon. In case of selected bidder, the EMD will be refunded without any interest thereon after depositing the Security money/performance security. The EMD deposited by the successful bidder will be forfeited if the successful bidder after tender process does not agree to enter into the contract.
- (d) The bidders who are registered with DGS&D or those with NSIC for the tendered work under single point Registration Scheme will be exempted from furnishing Earnest Money Deposit. In the absence of valid certificate from DGS&D and NSIC such tenders will be rejected. Similarly, exemption from furnishing EMD deposit will not be considered for the works, which are not included in Registration Certificate from NSIC.
- (e) The Earnest Money Deposit will be forfeited if a bidder:
 - (i) Withdraws its bid during the period of bid validity.
 - (ii) Does not accept the correction of errors.
 - (iii) In case of the successful bidder fails to sign the contract within the stipulated time.

12. PERFORMANCE SECURITY:

- (a) To ensure due performance of the contract, performance security is to be obtained from the successful bidder awarded the contract. Performance security should be for an amount of 10% of the value of the contract in shape of Bank Guarantee from any of the commercial Nationalised Bank at Bhubaneswar which shall remain valid for a period of sixty days beyond the date of completion of all contractual obligations with NIC. No interest will be payable on Security Deposit/Bank Guarantee. Security Deposit/Bank Guarantee of the selected bidder will be refunded after successfully completion of contract without any interest thereon.
- (b) If the successful bidder fails or neglects any of his obligations under the contract, it shall be lawful for NIC to forfeit the performance security as penalty for such failure.

- (c) The security deposit/Bank Guarantee of the successful bidder shall be encashed in case of unsatisfactory services during the contract.

13. INDEMNIFICATION FOR LOSS/DAMAGE,ETC.:-

- (a) While rendering the services as per the tender, if some unintended happenings like injury or death of its persons occur, NIC can not be sued in any court of law for any compensations related aspects.
- (b) In the event of any damage or loss whatsoever caused to NIC/Govt. property due to any reason whatsoever arising out of any act of negligence on the part of the agency or its persons, etc, NIC will be empowered to have the damage or loss repaired and or recovered the amount so spent by NIC from any money due to the agency on account its works executed in NIC under this agreement or from its security deposit or from monthly bill in addition to the imposition of penalty under the clauses of the agreement. Necessary Indemnity Bond on a stamp paper of Rs.25/- (Rupees twenty five only) to these effects shall have to be submitted by the agency at the time of signing the contract.

14. VALIDITY OF CONTRACT PERIOD

The empanelment/contract period will be valid initially for a period of ONE YEAR (from the date of signing of the empanelment/contract) and can be renewed/extended for another year on mutual agreement on the same rates, terms and conditions

15. HANDING OVER THE AIR CONDITIONERS TO LQ-1 VENDOR

A team of NIC engineers and the service engineers of LQ-1 vendor will jointly inspect all the machines. The defective machines (as per the report prepared by the above team) will be first repaired by the LQ-1 agency as per the approved rates on chargeable basis and thereafter all the machine would be brought under Comprehensive AMC for one year. The approved rates (Annexure-IV to V) would include the spare parts/repair and labour charges. No extra payment would be made in this regard.

All the machines covered by the AMC will have to be handed over by the vendor to NIC in working condition on the expiry of empanelment period.

16. PAYMENT CLAUSE

- (a) The pre-receipted bill in triplicate in the name of National Informatics Centre, Bhubaneswar will be submitted by the 2nd week of every quarter along with satisfactory services certificate duly signed by the authorized officer of NIC for release of payment to the agency by means of an Account Payee Cheque issued in the name of the Agency itself after deduction of taxes as applicable and recoveries arising out of this agreement.
- (b) The bill complete in all respects will be processed and payment will be released within 45 days subject to fulfilling the tender/work order terms and conditions.
- (c) No advance payment of any kind will be given by NIC to the bidder for this work.
- (d) NIC shall have the right and be entitled to withhold payment of the vendor under this agreement in the event of any breach of the terms and conditions of the agreement by the vendor. No interest will be allowed on payment withheld, when released.

17. PENALTY CLAUSE

Penalty of Rs.50/- per working day subject to maximum 7 days for failure to the replacement/repair/servicing of any of the items as mentioned in Time Schedule under 6(I) of the tender shall be levied in the event of failure to adhere. Thereafter, the risk clause of the tender may be invoked at the option of NIC.

18. RISK CLAUSE

NIC Reserves the right for discontinuation of the service at any time if the services are found unsatisfactory and also has the right to award the empanelment to any other agency at the costs, risks and responsibilities of the current agency and excess expenditure incurred on account of this can be recovered from Security Deposit or pending bill or by raising a separate claim. The security deposit of the successful bidder shall be forfeited in case of unsatisfactory services during the contract period.

19. FORCE MAJEURE

If at any time, during the continuance of the contract, the performance in whole or in part by either party of any obligation under the contract is prevented or delayed by reasons of any war, hostility, acts of public enmity, civil commotion, sabotage, fires, floods, explosions, epidemics quarantine restrictions, strikes, lockouts or acts of God (hereinafter referred to as "events"), provided notice of happenings of any such event is duly endorsed by the appropriate authorities/chamber of commerce in the country of the party giving notice, is given by party seeking concession to the other as soon as practicable, but within 21 days from the date of occurrence and termination thereof and satisfies the party adequately of the measures taken by it, neither party shall, by reason of such event, be entitled to terminate the contract, nor shall either party have any claim for damages against the other in respect of such non performance or delay in performance, and services under the contract shall be resumed as soon as practicable after such event has come to an end or ceased to exist and the decision of NIC as to whether the services have so resumed or not, shall be final and conclusive, provided further, that if the performance in whole or in part or any obligation under the contract is prevented or delayed by reason of any such event for a period exceeding 60 days, NIC may at his option, terminate the contract.

20. ARBITRATION

In case of disputes or differences arising out at any time in connection with the discharge of services including the claims for damages and compensation whatsoever, arising between the parties, out of or relating to the construction, meaning, discharge of services or effect of this agreement or the breach thereof, both NIC and the bidder shall first endeavour to settle such disputes of differences, etc. amicably. However, if the parties are not able to resolve these issues amicably within a period of 15 (fifteen) days, the same shall be resolved by arbitration in accordance with the Arbitration and Conciliation Act, 1996. Both NIC and the bidder shall have the right to appoint an arbitrator each and the third, presiding arbitrator shall be appointed by the two arbitrators so nominated. The decision of the arbitrators shall be final and binding on both the parties. The venue of the arbitration shall be at Bhubaneswar. Legal issues, if any will strictly be under jurisdiction courts in Bhubaneswar only.

The tender document can be obtained free of cost from Shri B. Kesheir, Stenographer Grade-II, National Informatics Centre, Odisha State Unit, Sachivalaya Marg, Unit-IV, Bhubaneswar – 751001 from 30/11/2015 to 18/12/2015 during working hours (10.00 A.M. to 5.00 P.M). Interest parties may view and download the tender document containing the detailed terms & conditions, free of cost from the website <http://tenders.gov.in> or <http://ori.nic.in>.

(A.K. Parhi)
Deputy Director
Phone No.0674-2510150

Annexure-I

Location of the Room Air Conditioners

<u>Sl. No.</u>	<u>Location</u>	<u>Item</u>
01.	NIC, Bhubaneswar Centre	: 16 nos. of 1.5 Ton Window ACs
02.	NIC, Bhubaneswar Centre	: 2 nos. of 2.0 Ton Window ACs
03.	NIC, Bhubaneswar Centre	:22 nos. of 2.0 Ton Split ACs
04.	NIC, Angul Centre	: 1 no. of 1.5 Ton Window AC.
05.	NIC, Balasore Centre	: 2 nos. of 1.5 Ton Window Acs.
06.	NIC, Bhadrak Centre	: 1 no. of 1.5 Ton Window AC.
07.	NIC, Bolangir Centre	: 1 no. of 1.5 Ton Window AC.
08.	NIC, Cuttack Centre	: 2 nos. of 1.5 Ton Window Acs.
09.	NIC, Deogarh Centre	: 1 no. of 1.5 Ton Window AC.
10.	NIC, Dhenkanal Centre	: 1 no. of 1.5 Ton Window AC.
11.	NIC, Ganjam Centre	: 1 no. of 1.5 Ton Window AC
11.	NIC, Jagatsinghpur Centre	: 1 no. of 1.5 Ton Window AC.
12.	NIC, Kalahandi Centre	: 1 no. of 1.5 Ton Window AC.
13.	NIC, Kandhamal Centre	: 1 no. of 1.5 Ton Window AC.
14.	NIC, Kendrapara Centre	: 1 no. of 1.5 Ton Window AC.
15.	NIC, Keonjhar Centre	: 1 no. of 1.5 Ton Window AC.
16.	NIC, Koraput Centre	: 2 nos. of 1.5 Ton Window Acs.
17.	NIC, Malkangiri Centre	: 1 no. of 1.5 Ton Window AC.
18.	NIC, Mayurbhanj Centre	: 2 nos. of 1.5 Ton Window Acs.
19.	NIC, Rayagada Centre	: 1 no. of 1.5 Ton Window AC.
20.	NIC, Puri Centre	: 1 no. of 1.5 Ton Window AC.
21.	NIC, Sambalpur Centre	: 1 no. of 1.5 Ton Window AC.
22.	NIC, Sundergarh Centre	: 1 no. of 1.5 Ton Window AC.

Annexure-II

Technical Bid (EMD) for providing Comprehensive AMC of ACs.

Sl. No.	Particulars to be furnished by the bidder			
1	Name of the bidder			
2	Office address with Telephone No. and e-mail.			
3	EMD Details	DD/BC No.	Date of issue	Amount
Rupees in words				

Signature

Name of the Authorised Signatory

Seal

Annexure-III

Technical Bid for providing Comprehensive AMC of ACs.

Sl. No.	Particulars to be furnished by the bidder		
1	Name of the bidder		
2	Office address with Telephone number and e-mail.		
3	PAN of the bidder (Attach copy)		
4	Registration No. of the bidder (Attach copy of VAT & Service Tax etc.)		
5	Details of Turn Over for last three years	2012-2013	
		2013-2014	
		2014-2015	

6					
Details of Government sector client(s)					
Sl. No.	Name and Address of Government Organisation	Name and Designation of Nodal Officer	No. of ACs. Under AMC	Telephone & FAX No. of the clients of the bidder	Period /Validity of contract
1					
2					
3					
4					
5					

Signature

Name of the Authorized Signatory

Dated

Seal

Signature of Bidder with Date

Annexure - IV

Rates for Replacement/Repair of Window Type Air Conditioners
(1.5/2.0 Ton)

Sl. No.	Name of the items	Unit Rates (in Rs.)	Taxes If any	Total Amount (in Rs.)
1	Main Housing - Replacement			
2	Compressor Repairing Replacement			
3	Bottom Tray - Replacement			
4	Condenser - Replacement			
5	Evaporator - Replacement			
6	Fan Motor (i) Repairing (ii) Replaceemnt			
7	Front Grill - Replacement			
8	Blower - Replacement			
9	Condenser Fan Replacement			
10	Air Filter - Replacement			
11	Starting Capacitor - Replacement			
12	Running Capacitor - Replacement			
13	Starting Relay - Replacement			
14	Over Load Protector - Replacement			
15	Relay Replacement			
16	Thermostat - Replacement			
17	Selector Switch - Replacement			
18	Fan Motor Capacitor - Replacement			
19	Operating Knob Set - Replacement			
20	Refrigerant Charging			
21	Refrigerant Leakage – Repair (Per Job)			
22	Modulating Motor – Repair / Replacement (Louver Motor)			
23	Electrical Main Lead - Replacement			

Signature of Bidder with Date

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24	Comprehensive Re-installation 1. Dismantling, shifting & re-installation 2. Re-installation			
25	Replacement of Remote Control			
26	Any other item not mentioned above			

- Note : 1. Rates should be quoted inclusive of all charges except taxes.**
- 2. Applicable taxes should be quoted separately and shown in taxes Column only.**

Signature

Name of the Authorised Signatory

Dated

Seal

Annexure – V

Rates for Replacement / Repair of Split Air Conditioners
(2.0 Ton)

Sl. No.	Name of the items	Unit Rates (in Rs.)	Taxes (in Rs.) if any	Total Amount (in Rs.)
Indoor Unit				
1	Blower - Replacement			
2	Blower Motor - Replacement			
3	Installation Chasis - Replacement			
4	Fan Motor Capacitor-Replacement			
5	Evaporator Coil – Replacement			
6	Main Power Supply (PCB) (i) Repairing (ii) Replacement			
7	Modulating Motor Replacement (Louvers Motor)			
8	Air-Filter – Replacement			
9	Providing of insulation on Refrigeration Lines – (R/Mtr.)			
10	Replacement of Copper Lines (Rate/Mtr. As per standard)			
11	Replacement of PVC Drain Line (Rate/Mtr.)			
12	Replacement of Main Lead			
13	Replacement of New Housing			
14	Shifting of Indoor Unit to other places			
Outdoor Unit				
15	Main Housing – Replacement			
16	Compressor (i) Repairing (ii) Replacement			
17	Condenser Coil (i) Repairing (ii) Replacement			
18	Fan Motor Repairing Replacement			
19	Condenser Fan Replacement			

Signature of Bidder with Date

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20	Fan Motor Capacitor - Replacement			
21	PCB – Repair / Replacement			
22	Refrigerant (i) Full Charging (ii) Top Up			
23	Modulating – Repair / Replacement (Louver Motor)			
24	Electrical Lead from Indoor Unit to Outdoor Unit (Three core as per Rating – Replacement (Rate/Mtr.)			
25	Starting Capacitor – Replacement			
26	Running Capacitor – Replacement			
27	Starting Relay – Replacement			
28	Over Load Protector – Replacement			
29	Refrigerant Manifold Valve – Replacement			
30	Installation of Split Air conditioner With all the required material			
31	Refrigerant Leakage Repair – (per job)			
32	Comprehensive Re-installation 1. Dismantling, shifting & re-installation. 2. 2. Re-installation			
33	Any other items not mentioned above			

Note : 1. Rates should be quoted inclusive of all charges except taxes.

2. Applicable taxes should be quoted separately and shown in taxes column only.

Signature

Name of the Authorised Signatory

Dated

Seal.....

Signature of Bidder with Date

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ANNEXURE-VI

PRICE/FINANCIAL BID (PART-II)

Name of Bidder :

Address :

Sl. No.	Name of the items	Capacity	Quantity of Units	Unit Rate per Annum (in Rs.)	Total Amount (in Rs.)
1	Window Air Conditioner	1.5 Ton	40		
2	Window Air Conditioner	2.0 Ton	2		
3	Split Air Conditioner	2.0 Ton	22		
Total of Sl. No.1-3					

Signature

Name of the Authorized Signatory

Dated

Seal

Signature of Bidder with Date

DECLARATION

1. I,.....
Son/Daughter of Shri
Proprietor/Partner/Director/Authorised Signatory of M/s
.....am
competent to sign the declaration and execute this tender document.

2. I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.
 1. The information / documents furnished along with the above tender are true and authentic to the best of my knowledge and belief.
I/We, Am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

Date :	(Signature of Authorized Person)
Place :	Full Name :
	Seal

- Note :
1. The above declaration, along with a copy of the terms and conditions of this tender, duly signed and sealed in each page, by the authorized signatory of the bidder in token of acceptance of the terms and conditions should be enclosed with Technical Bid.

 2. The above declaration can also be made on the letterhead of bidder.