

No:1(64)/2017-18/Genl
Government of India
Ministry of Electronics & Information Technology
NATIONAL INFORMATICS CENTRE

Odisha State Centre,
Sachivalay Marg, Unit-IV,
Bhubaneswar - 751001
Dated: 19/02/2018

OPEN TENDER NOTICE NO.NIC/OSC/2018/05

Subject: Open Tender for providing Comprehensive On-site Maintenance services of Liebert Precision Air Conditioning Units of NIC Odisha State Centre, Bhubaneswar.

National Informatics Centre, Sachivalaya Marg, Unit-IV, Bhubaneswar invites sealed tender through e-procurement mode for providing Comprehensive on-site Annual Maintenance Contract(AMC) of 4 (Four) No.s of Liebert Precision Air Conditioning Units installed in the office of NIC Odisha State Centre, Bhubaneswar:751001

The terms and conditions of the Tender are being uploaded on the Government website <https://eprocure.gov.in/eprocure/app> and <http://ori.nic.in>

The prospective bidders are requested to submit their bids as per the tender documents.

(N. Mohapatra)
Senior Technical Director
National Informatics Centre,
Bhubaneswar

No:1(64)/2017-18/Genl

Government of India

Ministry of Electronics & Information Technology
NATIONAL INFORMATICS CENTRE

Odisha State Centre,
Sachivalay Marg, Unit-IV,
Bhubaneswar - 751001
Dated: 19/02/2018

Open Tender No.NIC/OSC/2018/05

Tender Documents for Comprehensive on-site Annual Maintenance Contract (AMC) of 4 (Four) No.s of Liebert Precision Air Conditioning Units installed in the office of **National Informatics Centre, Odisha State Centre, Sachivalaya Marg, Unit-IV, Bhubaneswar: 751001**

Index to Terms and Conditions and Annexures for participation in tender

1.	Document Control Sheet	5
2.	Instruction for online bid submission	5
3.	Registration	2-6
4.	Searching for tender documents	6
5.	Preparation of Bids	6-7
6.	Submission of Bids	7-8
7.	Assistance to Bidders	8
8.	Introduction	8
9.	Availability of Tender	8
10.	Time Schedule	8
11.	Scope of works	9
12.	Certain Definition of Comprehensive Maintenance	9
13.	Limitation of Liability	9
14.	Unit Serial No. and Model No.	10
15.	Bid Validity	10
16.	Essential Eligibility Criteria	10-11
17.	Earnest Money Deposit (EMD)	11-12
18.	Financial Bid	12
19.	Online Bid Submission Process	12-13
20.	Bid Opening Process	13
21.	Technical Evaluation Process	13-14
22.	Evaluation of Financial Bid	14
23.	Empanelment Process	14-15

24.	Payment Procedure	15-16
25.	Security Deposit/Performance Security	16
26.	Penalty Clause	16
27.	General Instruction	16-17
28.	General Eligibility Criteria (General Terms and Conditions)	17
29.	Other Terms and Conditions	17-18
30.	Indemnity	18-19
31.	Right to Acceptance	19
32.	Risk Clause	19
33.	Handing over of Precision Units Air Conditioners to LQ1 Vendor	19
34.	Breach of Contract	19-20
35.	Force Majeure	20
36.	Arbitration	20
37.	Legal Jurisdiction	21
38.	Miscellaneous	21
39.	Annexure-1 : Essential Eligibility Criteria	22-25
40.	Annexure-2 : Bank Details	26-27
41.	Annexure-3: Declaration	28

Document Control Sheet

Tender No.	NIC/OSC/2018/05
Name of the organization	National Informatics Centre
Date of Issue/Publishing	19/02/2018 (18:15 Hrs)
Document Download/Sale start date	19/02/2018 (18:15 Hrs)
Bid Submission start date	20/02/2018 (11:30 Hrs)
Document Download/Sale End Date	12/03/2018 (15:30 Hrs)
Clarification Start Date	20/02/2018 (11:30 Hrs)
Clarification End Date	26/02/2018 (15:00 Hrs)
Last Date and Time for uploading of Bids	12/03/2018 (15:30 Hrs)
Date and Time of Opening of Uploaded Bids	16/03/2018 (11:30 Hrs)
Submission of original EMD instrument by Speed Post	20/02/2018 to 15/03/2018 (upto 15:30 Hrs)
Physical Dropping of original EMD instrument in Tender Box	13/03/2018 10:00 Hrs to 15/03/2018 upto 15:30 Hrs
Address for Communication	Senior Technical Director National Informatics Centre, Sachivalay Marg, Unit-IV, Bhubaneswar: 751001 Website: http://eprocure.gov.in/eprocure/app

1. Instructions for Online Bid Submission :

As per the directives of Department of Expenditure, this tender document has been published on the Central Public Procurement Portal (URL: <https://eprocure.gov.in>). The bidders are required to submit soft copies of their bids electronically in the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering in the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online in the CPP Portal. More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

2. Registration:

2.1 Bidders are required to enroll in the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app> by clicking on the link "Click here to Enroll". Enrolment in the CPP Portal is free of charges.

2.2 As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

- 2.3 Bidders are advised to register their valid email address and mobile number as part of the registration process. These would be used for any communication from the CPP Portal.
- 2.4 Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 2.5 Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSCs to others which may lead to misuse.
- 2.6 Bidder then logs in to the site through the secured log-in by entering his user ID / Password and Password/PIN of the DSC / eToken.

3. Searching for Tender Documents:

- 3.1 There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include [Tender ID](#), organization name, location, date, value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as organization name, form of contract, location, date, other keywords etc. to search for a tender published on the CPP Portal.
- 3.2 Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective “My Tenders” folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.
- 3.3 The bidders should make a note of the unique [Tender ID](#) assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

4. Preparation of Bids:

- 4.1 Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 4.2 Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents – including the names and content of each of the document that need to be submitted. Any deviation from these may lead to rejection of the bid.
- 4.3 Bidder, in advance, should make ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF formats. Bid documents may be scanned with 100 dpi with black and white option and converted to pdf or other formats as required.
- 4.4 To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the

bidders. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

5. Submission of Bids:

- 5.1 Bidder should log into the site well in advance for bid submission so that he/she can upload the bid in time i.e. on or before the bid submission end date and time. Bidder will be solely responsible for any delay due to other issues.
- 5.2 The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 5.3 Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 5.4 The bidder shall seal the original Bank Draft/Pay order in an envelop and shall mark its name and tender reference number on the back of the Bank Draft/Pay Order before sealing the same. The address of NIC and the Tender Reference Number shall be marked on the envelope. The envelope shall also be marked with a Sentence **“NOT TO BE OPENED BEFORE the Date and Time of Bid Opening”**. If the envelope is not marked as specified above, NIC will not assume any responsibility for its misplacement, premature opening etc.
- 5.5 Three days gap between bid submission end date and bid opening date has been given to the bidders to drop the original EMD instrument in the tender box kept for this purpose at NIC State Centre, Bhubaneswar (Reception Area, Ground Floor). So, the EMD envelope should be dropped in the tender box as per the date and time schedule given in the Document Control Sheet. In case original EMD is sent through Speed Post by the bidder, it must reach the tender inviting authority of NIC State Centre, Bhubaneswar during the period as mentioned in Document Control Sheet. EMD not meeting above deadlines will not be accepted and their uploaded bids will be rejected.
- 5.6 A **standard BoQ format** in the form of an excel sheet has been provided with the tender document to be filled by all the bidders. Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. Bidders are required to download the BoQ file, open it and complete the light blue colored (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. **The rates if quoted in decimal, will be adjusted to maximum 2 decimal places.** Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.
- 5.7 The server time (which is displayed on the bidders’ dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

- 5.8 All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done.
- 5.9 The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 5.10 Upon the successful and timely submission of bids, the portal will give a successful bid submission acknowledgement message & a bid summary will be displayed with the bid number and the date & time of submission of the bid with all other relevant details.
- 5.11 The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for bid opening meetings, if any.

6. Assistance to Bidders:

- 6.1 Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.
- 6.2 Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk. The contact number for the helpdesk is [01204200462/01204001002](tel:01204200462/01204001002).

7. Introduction:

Comprehensive On-site Annual Maintenance Contract of 4 (Four) No.s of Liebert Precision Air Conditioning Units installed in the office of NIC Odisha State Centre, Bhubaneswar:751001 as given under the clause “**Scope of Work**”.

8. Availability of Tender:

- 8.1 On-line bidding through Central Public Procurement Portal (CPPP).
- 8.2 The tender document is available at CPPP site i.e. <https://eprocure.gov.in/eprocure/app>
- 8.3 Prospective bidders desirous of participating in this tender may view and download the tender document free of cost from the above mentioned website.

9. Time Schedule:

The time schedule will be strictly adhered to as mentioned in **Document Control Sheet**. No Bid will be accepted after the expiry of the above mentioned time schedule.

10. Scope of Work:

Comprehensive On-site Annual Maintenance services are required to keep up the operation of 04 No.s (four) of Liebert Precision Air Conditioning Units installed in the office of NIC Odisha State Centre, Bhubaneswar:751001

11. CERTAIN DEFINITIONS OF COMPREHENSIVE MAINTENANCE :

- 11.1 The Comprehensive AMC will cover 100% parts coverage, i.e. Change of all / any spare parts necessary to keep the machines in good condition.
- 11.2 Free service against any complaint connected with the machines during the AMC period.
- 11.3 The selected service bidder shall attend to all major and minor breakdowns.
- 11.4 The maximum time to attend to the complaint shall not exceed 4 hours after the complaint is lodged.
- 11.5 Periodical visits for scheduled preventive maintenance shall be carried out **once in every month** excluding break down call each of which shall be attended to within 4 hours after the complaint is lodged in any manner (Verbal / Telephonic / Written).
- 11.6 The selected bidder shall attend to the complaint within the office hours at NIC on all working days. If any such necessity arises, the repair works will be carried out on holidays/closed days also.

Exclusions :

- 11.7 Day to day routine maintenance and operational of the units.
- 11.8 Repair / Replacement of electrical main incoming switch (switch fuse unit), main incoming cable, fuses, control transformer & indication lamp.
- 11.9 Repairs / Replacement of water piping and accessories, ducting, dampers, due lining, grills, false ceiling, any kind of masonry / structural work.
- 11.10 Replacement of sheet metal parts.
- 11.11 Replacement / Repair of any parts due to surge (transient) / lightning, or fire or any external / Third party failures.

12. LIMITATION OF LIABILITY

The selected bidder shall be not be responsible for the repairs of any damage or physical loss caused to the equipment and accessories by accident, fire, theft, flood, riots, deliberately or otherwise by the staff of NIC or any act of God. The extent of damage shall however be investigated jointly by the representative of the vendor and NIC. Wherever possible repairs will be carried out by the vendors unless the components / equipments are rendered unserviceable beyond economic repairs in which case the same will be replaced at the cost of NIC.

6, Unit Sl. No. and Model No.

Make : Liebert

Model No. : PEC 240 FA 100.

No. of Units : 04 Nos.

**Sl. No. of Units (1) 081240240113 (2) 081240240114,
(3) 081240240115 (4) 081240240116,**

11. Bid Validity:

The rates should be quoted as per **BoQ : “Financial Bid”**. The bids must be valid for a minimum period of 180 days (One Hundred Eighty) from the date of tender opening till placing the empanelment letter. 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. No revision of rate will be made during the period of bid validity.

12. Essential Eligibility Criteria for Qualifying in Technical Bid:

- 12.1 Essential Eligibility Criteria is given in **“Annexure - 1: Essential Eligibility Criteria”** and it must be filled up.
- 12.2 Relevant portions, in the documents submitted in pursuance of essential eligibility criterion mentioned above, shall be highlighted.
- 12.3 Documentary evidence for compliance to each of the essential eligibility criteria must be uploaded with the references as required in the **“Annexure - 1: Essential Eligibility Criteria.”**
- 12.4 If the bid is not accompanied by all the requisite supporting documents, the same would be rejected.
- 12.5 **Undertaking for subsequent submission of any of the required document will not be entertained under any circumstances.** However, NIC reserves the right to seek fresh set of documents or seek clarifications on the already submitted documents.
- 12.6 **All documents in technical cover should be submitted electronically in PDF format. The BOQ has to be submitted in Excel format.**
- 12.7 The bidder should have its regular office/branch with complete postal address in and around Bhubaneswar with functional telephone(s)/Fax number.
- 12.8 The bidder should submit an undertaking on notary affidavit in **non judiciary stamp paper of Rs.10/-** to the effect that **“ (i) Proprietor/ Farm/Agency/Partner or Company has not been black listed by any court of law or any Government / Semi Government / Central Autonomous Bodies /PSU/ Corporation, (ii) no case is either**

pending or being contemplated with the police and (iii) if it takes place in future, the bidder shall be liable to inform NIC forthwith". If the service provider fails to intimate NIC forthwith of such occurrence, action as deemed fit will be taken against the agency/company by NIC.

- 12.9 The bidder must also provide its valid PAN (Permanent Account Number) allotted by the Income Tax Department and upload the proof thereof duly signed and stamped.
- 12.10 The bidder must be in possession of valid trade license from appropriate authority for carrying on business of commercial Establishment/shop.
- 12.11 The bidder must be in possession of valid GST Registration Certificate issued by the appropriate authority (upload the proof thereof duly signed and stamped).
- 12.12 The bidder should provide copy of the IT returns filed with Income Tax Department for the financial year 2016-17. (upload the proof thereof duly signed and stamped).
- 12.13 The bidder must have financial turnover of minimum Rs.50.00 (Fifty) Lakh on an average per year calculated on the basis of past three years i.e. **2014-15, 2015-16 and 2016-17**. In case audit process of the farm/agency/company of the bidder for the year 2016-2017 has not completed, the provisional turn over report/balance sheet duly audited by the chartered firm will be acceptable. (upload supporting proof only in one page duly certified by the chartered Accountant).
- 12.14 The bidder must have work experience of minimum 05 (Five) years in providing AMC services of Precision Air conditioning Units in Government/Semi Government/Public Sector Undertaking/ Corporation. The following documents with respect to their work experience must be uploaded.
- (i) To show/justify 05 years work experience in the field of AMC services of Precision Air Conditioning Unit, the copy of the 1st job contract/order in such field only must be uploaded.
- (ii) To show/justify continuance of services in the field of AMC services of Precision Air Conditioning Unit, the copy of only one job order in such field during the year 2016-17 or 2017-18 must be uploaded.
- 12.15 The bidder must have preferably an ISO certified Company and should be in possession of valid ISO certificates for the maintenance of Precision Air Conditioning or any other Air Conditioning Units.
- 12.16 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.
- 12.17 The relevant documents uploaded must be valid as on last date of uploading the tender bids. Cases of applied for basis will not be considered.

13. Earnest Money Deposit (EMD):

- 13.1 An Earnest Money Deposit (EMD) must be submitted through Demand Draft/Pay Order of any of the scheduled Commercial or Nationalised Bank physically as per date and time as mentioned in **"Document Control Sheet"**, **otherwise bids will be rejected. However, the scanned copy of**

the demand drafts / Pay Orders must be uploaded (PDF format) electronically in <https://eprocure.gov.in/eprocure/app>

- 13.2 The bid must be accompanied by Earnest Money Deposit (EMD) of **Rs.25,000/- (Rupees Twenty Five Thousand only)** in form of an accounts payee Demand Drafts/Pay Orders of any of the scheduled Commercial or Nationalised Bank drawn in favour of **“DDO, National Informatics Centre”** payable at **“Bhubaneswar” without which the bid will be summarily rejected.**
- 13.3 No Bank Guarantee towards EMD will be acceptable.
- 13.4 No request for transfer/adjustment of any previous deposit of EMD or Security Deposit or payment of any pending bill held in NIC in respect of any previous work will be entertained.
- 13.5 The bids received without EMD or with less EMD as prescribed shall be summarily rejected and no further correspondence in this regard will be entertained.
- 13.6 The firms/Agencies, etc. who are registered with NSIC under single point Registration Scheme for providing AMC Services of Air Conditioners shall be considered for exemption from furnishing the EMD by the authority. In such cases, an attested copy of the **VALID** Registration Certificate from NSIC must be uploaded. Mere registration as a SSI unit does not qualify the firm for exemption from furnishing the EMD. On the other hand, the exemption from furnishing EMD deposit will not be considered for the works, which are not included in Registration Certificate from NSIC.
- 13.7 In the absence of a valid certificate from the NSIC or proper Bank Draft/Pay Order of EMD amount, such tenders shall be rejected straightway.
- 13.8 In the case of those bidders who fail to qualify the essential eligibility criteria, or whose technical bids do not qualify, the Earnest Money Deposit (EMD) will be refunded without any interest accrued thereon within one month of the acceptance of TEC (Technical Evaluation Committee)’s recommendations.
- 13.9 No claim shall lie against National Informatics Centre (NIC) in respect of erosion in value on the amount of EMD.
- 13.10 The Earnest Money Deposit will be forfeited, if a bidder:
- 13.10.1 Withdraws or alters its bid during the bid validity period.
- 13.10.2 Does not accept the correction of errors.
- 13.10.3 Backs out or fails to execute the contract as per the terms and conditions of the tender documents.
- 13.11 Mailing address for EMD as mentioned in **Document Control Sheet.**

14. Financial Bid:

The bidder shall upload the **BoQ file: “Financial Bid” as per the instructions given in para 5.6 of the tender document.**

15. Online Bid Submission Process:

Online bids complete in all respects must be uploaded in <http://eprocure.gov.in/eprocure/app> as per the date and time schedule given in the [Document Control Sheet.](#)

- 15.1 The Online bids should be submitted electronically in **2 covers** i.e. **Technical Bid in Cover 1 & BoQ- Financial Bid in Cover 2.**
- 15.2 Bids **NOT** submitted as per the specified format and nomenclature will be out rightly rejected.
- 15.3 Any alteration by way of over-writing/over-typing or erasing of the figures which render it doubtful or ambiguous are not allowed and shall render the tender invalid.
- 15.4 Hypothetical or Conditional tenders shall **NOT** be accepted on any ground and shall be rejected straightway.
- 15.5 NIC will **NOT** be responsible for any delay on the part of the bidder in obtaining the terms and conditions of the tender notice or submission of the tender bids. The exclusive responsibility for timely submission of bid would vest with the bidder.
- 15.6 The offers submitted by telegram/fax/E-mail etc. shall **NOT** be considered. No correspondence will be entertained on this matter.
- 15.7 Tender process will be over after the issue of contract letter (s) to the selected bidder(s).
- 15.8 Bids not quoted as per the format given by NIC will be rejected straightway.
- 15.9 Any counter condition or deviation from terms and conditions of the tender will be liable for rejection of bid.
- 16. Bid Opening Process:**
- 16.1 Online bids complete in all respects received along with Demand Draft/Pay Order of EMD (Physically) will be opened on the date and time as mentioned at **“Document Control Sheet”**. Bids received without EMD will be rejected straight away.
- 16.2 Essential Eligibility Criteria/Technical bids of only those bidder(s), whose EMD instruments are found to be in order, will be opened afterwards in the same bid opening.
- 16.3 The bidders will be able to view the status of bid opening in the portal by clicking on Tender Status link and giving the tender id as input.
- 16.4 In case the day on which tender is to be opened is declared as Holiday by Govt. of Odisha, the tender will be opened on the next working day without any change in timings.
- 16.5 Financial bids of only those bidders, whose bids are found technically qualified by the Technical Evaluation Committee, will be opened for further evaluation.
- 17. Technical Evaluation Process:**
- 17.1 A duly constituted Technical Evaluation Committee (TEC) will analyze, evaluate and shortlist Technical Bids on the basis of parameters provided in the **“Annexure-1: Essential Eligibility Criteria/Technical Bid”**.

- 17.2 During the technical evaluation, if any of the parameters is not met, the bid will be summarily rejected.
- 17.3 **No Additional documents** will be asked from the bidders at any stage and tenders will be analyzed and evaluated on the basis of documents already submitted by the bidder in the CPP Portal.
- 18. Evaluation of Financial Bids:**
- 18.1 The Financial Bids of only technically qualified bidders will be opened electronically on a specified date and time to be intimated to the eligible bidders by NIC through web portal and the same will be evaluated by a duly constituted Financial Evaluation Committee (FEC).
- 18.2 **LQ1, LQ2, LQ3..... bidders will be decided on Total Value (TV) of Column Sl No. 9 of BoQ : “Financial Bid” uploaded in the tender document. The bidder with Lowest Price Conforming offer (LQ1) adjusted to two decimal places) will be considered as most responsive bidder for awarding of the contract.**
- 18.4 **Quoting incredibly low value for other items in BoQ: “Financial Bid” with a view to subverting the tender process shall be rejected straightway.** The decision for either forfeiture of EMD or refund to bidder in such case will be taken by NIC and intimated to the bidder.
- 18.7 There will be **NO NEGOTIATION** regarding the financial bid.
- 18.8 No enquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s).
- 18.9 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.
- 18.10 Any effort by a bidder to influence NIC bid evaluation, bid comparison or contract award decision may result in the rejection of its bid and forfeiture of EMD.
- 19. Empanelment Process:**
- 19.1 The acceptance of bid will be intimated to the finally selected successful bidder(s) through a letter of intent (LOI) duly signed by the authorized signatory of NIC, Bhubaneswar.
- 19.2 The successful bidder (s) shall sign a Comprehensive Annual Maintenance Rate Contract (AMC) Agreement with NIC **within one week** from the date of issue of such communication from NIC, failing which their EMD shall be forfeited and bid will be scrapped. Such bidder shall also be debarred from quoting for future tenders of NIC for next two years.
- 19.3 After signing the Annual Maintenance Rate Contract Agreement, the selected bidder will be empanelled initially for a period of one year from the date of issue of empanelment, which may be extended for further period at NIC’s option and through mutual agreement on the same rates, terms and conditions of Rate Contract agreement/tender.

- 19.4 The rates quoted should be valid for the initial/extended period of empanelment from the date of empanelment. No request will be considered for price revision during the empanelment.
- 19.5 During bid validity period, if the vendor quotes, or exhibits written intention to sell services of the same or equivalent nature to any other Department/Organization at a price lower than the price fixed for NIC, the vendor shall voluntarily pass on the price difference to NIC. The effective date will be the date of quoting lower rates by the bidder in the bid/quote. Non-intimation of reduction in sale value to NIC by the vendor will attract penal action as deemed fit in addition to the forfeiture of Performance Security Deposit. Further, in the event of lowering of Government levies/taxes subsequent to the finalization of the panel, the vendor shall automatically pass on the benefits to NIC and in the event of increasing of Govt. levies subsequent to the finalization of the panel, NIC may pass on the pro-rate benefits to the vendor on request to this effect.
- 19.6 The Service Provider should not assign or sublet the work/job or subcontract the agreement or any part of it to any other agency in any form. Any such attempt will result in termination of contract and forfeiture of Security Deposit/Performance Bank Guarantee. Thereafter, the work will be got done by NIC from other agency at the cost, risk and responsibility of the bidder by invoking the Risk Clause.
- 19.7 However, in the event of vendor's business or concerned division is taken over / brought over by another agency/company, all the obligations and execution responsibilities under the tender/contract with NIC shall be passed on for compliance to that new agency/company inheriting business operations from earlier assigned agency/company.
- 19.8 The empanelled vendor has to agree for honouring all tender condition and adherence to all aspects of fair trade practices in executing the job orders placed by NIC or by organizations supported by NIC.
- 19.9 NIC may, at any time, terminate the contract by giving written notice to the empanelled vendor without any compensation, if the empanelled vendor becomes bankrupt or otherwise insolvent, provided that such termination will not prejudice or affect any right of action or remedy which has accrued or will accrue thereafter to NIC.

20. Payment Procedure:

- 20.1 The AMC payment will be released to the service provider on quarterly basis after satisfactory completion of services for the related quarter.
- 20.2 The selected bidder will submit the pre-receipted bills in triplicate in the name of National Informatics Centre, Odisha State Centre, Bhubaneswar by the 2nd week of every quarter along with satisfactory services certificates duly signed by the authorized officers of NIC for release of payment to the agency after deduction of taxes as applicable and recoveries arising out of [penalty clause](#).
- 20.3 The bill complete in all respects will be processed and payment will be released within 45 days, if all paper work is found to be in order as per the terms and conditions of the tender/contract agreement/work order.

- 20.4 No advance payment of any kind will be given by NIC to the selected bidder under any circumstances.
- 20.5 NIC shall have the right and be entitled to withhold payment of the selected bidder in the event of any breach of the terms and conditions of the tender documents/contract agreement/work order. No interest will be allowed on payment withheld, when released. In such event, NIC has also the right to invoke the Risk Clause.

21. Security Deposit/Performance Security:

- 21.1 In order to ensure due performance of the contract, the selected bidder must furnish **Performance Security Deposit in shape of Bank Guarantee** from any of the scheduled commercial / nationalised bank favouring **National Informatics Centre, Bhubaneswar within 7 (Seven) days of awarding the contract. The Bank Guarantee shall be an amount equivalent to 10% of the total value of the contract** and remain valid for a period of 60 (Sixty) days beyond the completion of all contractual obligation with NIC. If the agreement is further extended beyond the initial period on the basis of performance of the service provider, the Bank Guarantee will have to be accordingly renewed by the service provider and deposited to NIC.
- 21.2 No adjustment towards Security Deposit will be made against any outstanding amount of the selected bidder with NIC.
- 21.3 The Security Deposit/Performance Bank Guarantee of the successful bidder shall be encashed by NIC in case of unsatisfactory services during the contract period or the selected bidder fails or neglects any of his obligations under the contract.
- 21.4 The Security Deposit/Performance Bank Guarantee of selected bidder shall be refunded after satisfactory execution and completion of contract period without accruing any interest thereon.

22. Penalty Clause:

On hourly basis equal to hourly AMC value shall be charged as penalty if the defect in the machines is not responded within 4 hours of receipt of intimation of the defect or 48 hours for rectification subject to major break down and non availability of spares.

23. General Instructions:

- 23.1 National Informatics Centre (NIC) (herein after called **“Authority”**) requires the services from reputed, well established and financially sound bidder having experience (herein after called **“Service Provider”**) for providing maintenance services to the Precision Air Conditioning Units installed in NIC Odisha State Centre, Bhubaneswar.
- 23.2 Bidders are advised to study the bid document carefully. Submission of bid shall be deemed to have been done after careful study and examination of all instructions, eligibility criteria, terms and conditions and prescribed specifications in the tender document with full understanding of its implications. Bids not complying with all the given clauses in this tender document are liable to be rejected. Failure to furnish

all information/documents required in the tender document or submission of a bid not substantially responsive to the tender document in every respect will be at the bidder's risk and will result in the rejection of the bid.

- 23.3 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. The amendment notified on the website will be binding on the prospective bidders. In order to afford prospective bidders reasonable time to take the amendment into account in preparing their bids, NIC may at its discretion extend the last date for the receipt of bids or cancel the tender.

24. General Terms and Conditions:

- 24.1 **Deployment of persons for maintenance Services:** The persons deputed for the maintenance job should be trust worthy, reliable, skilled, well trained and of good character for all purposes.

- 24.2 **Prohibition of intoxication while on duty:** The bidder should ensure that any person deputed shall not be in the drunken or intoxicated state while on maintenance duty by consuming alcoholic drinks/drugs etc.

- 24.3 **Prohibition of Child Labour:** Employment of child labour will lead to termination of contract without assigning any notice thereof at the costs, risks and responsibilities of the bidder.

- 24.4 **Compliance to Labour Laws etc:**The engagement and employment of labors for maintenance job and payment of wages to them as per existing provisions of various labour laws and regulations of Government of India as amended from time to time is the sole responsibility of the bidder. NIC will have no liability regarding any matter relating to their salaries, other payments, welfare, unions, etc. Hence, the staff of the bidder will have no right to claim on NIC in any respect of the employment, claiming of wages or any legal compensation in case of any unintended happenings like injury or death of its employees occur while rendering the services in NIC as a part of this service/job contract. NIC will not be sued in any court of law for any compensation related aspects. Any breach of such laws and regulations shall be deemed to be breach of this service/job contract by invoking Risk Clause.

- 24.5 **Diligence while on duty:**

The bidder's staff shall perform their on-site maintenance services with due diligence and take all precautions to avoid any loss or damage to the Government property/person. The bidder will be solely liable for all matters of any indiscipline, theft, indecent behaviour, official misconduct, loss or damage to any person or persons or Government property of NIC building and its premises.

25 Other Terms and Conditions:

- 25.1 If any work which can not be done at the NIC premises, that component of work shall be allowed to be done outside at the sole

- costs, risks and responsibilities of the bidder. In this regard, all costs on this account shall be borne by the bidder.
- 25.2 The staff of the bidder while executing maintenance works must carry identity card issued by the bidder for entry into the office and its premises.
- 25.3 Be it private or public areas, the workers are liable to be frisked/checked by the personnel at NIC premises, both while entering into and leaving from the premises.
- 25.4 The bidder shall treat the contents of the tender documents as private and confidential.
- 25.5 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.
- 25.6 The decision of NIC arrived at during the various stages of the evaluation of the bids is final and representation of any kind shall not be entertained on the above.
- 25.7 Upon verification, evaluation / assessment, in case any information furnished by a vendor is found to be false/incorrect, their total bid shall be summarily rejected and no correspondence on the same shall be entertained.
- 25.8 NIC will not be responsible for any misinterpretation of terms and conditions or wrong assumption by the vendor.
- 25.9 When deemed necessary, NIC may seek clarifications on any aspect of their bid from the bidder on the existing documents already submitted along with the bid or may visit the bidders' offices for verification. 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 bids have been accepted.
- 25.10 No inquiry shall be made by the bidder(s) during the course of evaluation of the tender, after opening of bid, till final decision is conveyed to the successful bidder(s). However, the Committee/its authorized representative and office of NIC can make any enquiry/seek clarification from the bidders, which the bidders must furnish within the stipulated time else bid of such defaulting bidders will be rejected.

26 Indemnity:

- 26.1 While rendering maintenance services as per the tender/contract, if some unintended happenings like injury or death of tenderer's staff occur, NIC will not be sued in any court of law for any compensation related aspects.
- 26.2 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 of 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.

27. Right of acceptance:

NIC reserves the right to reject the lowest tender or any other tender or all the tenders and/ or to accept any tender either in whole or in part without assigning any reason whatsoever or cancel/abort the tender process at any time prior to the 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. The decision of NIC arrived at will be final and no representation/correspondence of any kind will be entertained.

28. Risk Clause:

NIC reserves the right for discontinuation of the service at any time without giving notice if the services are found to be unsatisfactory, then the work will be get done through alternative sources at the risk and cost of the current agency. The excess expenditure incurred in getting the work done from other sources will be adjusted against the pending bill or by raising separate claim on the service provider. The unsatisfactory services provided by the service provider will be treated as breach of contract and the Security Deposit/Performance Bank Guarantee shall be forfeited in addition to the termination of contract agreement.

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

29.1 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 it should be cost effective. Otherwise, the defective equipments/machines will be got repaired by NIC through an alternative basis. Thereafter all the machine would be brought under Comprehensive AMC for one year.

29.2 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.

30. Breach of Contract:

30.1 Default/Breach of contract is said to have occurred:

If the selected bidder fails to deliver any or all of the services within the time period(s) specified in the contract order or any extension thereof granted by NIC.

30.2 If the selected bidder fails to perform any other obligation(s) under the contract.

30.3 If the selected bidder, in either of the above circumstances, does not take remedial steps within a specified period as mentioned in Para-23 after

receipt of the default notice from NIC (or takes longer period in spite of what NIC may authorize in writing), NIC may terminate the contract order in whole or in part including forfeiture of Performance Bank Guarantee. In addition, the legal action as per rules/laws, shall be initiated against the defaulting service provider.

31. Force Majeure:

If at any time, during the execution of 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 eventuality 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 performance 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 its option, terminate the contract.

32. Arbitration:

In the event of disputes or differences arising out at any point of time in connection with this contract, arising between the parties, out of or relating to the construction, meaning, discharge of services, confusion, lack of understanding, disagreement or effect of this contract agreement or the breach thereof, both the parties shall first endeavour to settle such disputes of differences, etc. amicably. However, if the parties are not able to resolve these disputes 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 the parties 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.

33. Legal Jurisdiction:

33.1 The contract shall be governed by the Laws and procedures established by Government of India, within the frame work of applicable legislation and enactment made from time to time concerning such techno commercial dealings/processing.

33.2 Legal issues, if any shall be settled under the sole jurisdiction of Bhubaneswar, Odisha only.

34. Miscellaneous:

Any other terms and conditions, mutually agreed to, prior to finalization of the contract shall be binding on the agency and NIC, during the period of contract. Any default of any terms and conditions of the tender will result in rejection of the bid and forfeiture of EMD/Security deposit accordingly.

For any query or clarification on the tender documents, please contact the undersigned, NIC State Centre, Bhubaneswar.

(N. Mohapatra)
Senior Technical Director
National Informatics Centre,
Bhubaneswar

Essential Eligibility Criteria for qualifying in Technical Bid

1. Essential Eligibility Criteria Compliance Sheet for qualifying in Technical Bid will be filled in and uploaded by the bidder.

2. All the supporting documents with respect to Sl No. 1 to 12 will be serially page numbered and uploaded in pdf format.

Sl. No.	Particulars	Compliance (Yes/No)*	Page No. of the supporting documents to be mentioned
1.	The scanned copy of EMD instrument: Earnest Money Deposit to be uploaded in pdf format (Ref. Para 13.1 & 13.2 of Tender Document)		
2.	Valid Registration Certificate from NSIC, if any for claiming exemption from furnishing of EMD to be uploaded (Ref. para 13.6 of Tender Document)		
3.	The complete postal address of office / branch office of the bidder with functional telephone / FAX number to be uploaded (Ref. Para 12.7 of Tender Document)		
4.	Duly signed Annexure-2 regarding Bank Details to be uploaded		
5.	Duly signed Annexure-3 with stamp of the tender in token of proof to have read and accepted all the terms and conditions mentioned therein to be uploaded		
6.	Undertaking on notary affidavit about non-black listed company/firm and no police case either pending or contemplated. (Ref. para 12.8 of Tender Document)		

7.	Permanent Account Number (PAN) (Ref. para 12.9 of Tender Document)		
8.	Valid Trade License from appropriate authority for carrying on business of commercial Establishment/ Shop (Ref. Para 12.10 of Tender Document).		
9.	GST Registration No. of the bidder (Ref. para 12.11 of Tender Document)		
10.	Copy of the IT returns filed for the financial year 2014-15, 2015-16 and 2016-17 (Ref. para 12.12 of Tender Document)		
11.	Valid ISO-9001:2015 Certificate in Security services (Ref. para 12.15 of Tender Document)		

12. Financial turnover of the bidder **only in one page duly certified by the Chartered Accountant for the last three years.** (upload copy duly signed and stamped). In case audit process of the firm/agency/company of the bidder for the year 2016-2017 has not been completed, the provisional turn over report/balance sheet duly audited by the chartered firm will be acceptable. **(Ref para 12.13 of Tender Document)**

Financial Year	Amount (in Rs.)	Remarks, if any
2014-2015		
2015-2016		
2016-2017		
Average Amount:		

13. Details regarding work experience in providing AMC services of Precision Air Conditioning Units or satisfactory services completion certificates/credentials in Government /Govt. Undertaking / PSU /Corporation sector (s):- **(Ref. para 12.14 of Tender Document)**

Sl. No.	Name and Address of Government Organization/Undertakings/PSU/Corporation Sector with Tel/Fax No.	Name & Designation of Authority awarding the job	Period of contract		Value of Contract (Rs.)
			From	To	

Name & Designation of the Authorised Signatory:

Name_____

Designation_____

Office Address_____

Office Phone_____

Residence Phone_____

Mobile No._____

Place:_____

Signature of Authorised signatory

Date:_____

Name:..... SEAL.....

Note:

1. The Bidders are instructed to fill up the above annexure and indicate the page number of the supporting document as proof.
2. The documents mentioned at Sl. No.1 to 5 will be uploaded as the 1st pdf file in the Technical Cover.
3. The documents mentioned at Sl. No.6 to 11 will be uploaded as the 2nd pdf file in the Technical Cover.
4. The documents mentioned at Sl. No.12 to 13 will be uploaded as the 3rd pdf file in the Technical Cover.

Annexure - 2

BANK DETAILS

Information to be given in company's letter head and upload the **Cross Copy of Cheque**. This is required for crediting the amount in the bank.

A.	PARTY DETAILS:-	
1.	Party Name (As Per Bank)	
2.	Address	
3.	City	
4.	State	
5.	Pin Code	
6.	Telephone No. with Fax	
7.	E-mail Address (for payment alerts)	
B. PARTY BANK DETAILS :-		
10.	Bank Name	
11.	Bank Type (RBI/SBI/PSB/PVT.)	
12.	Branch Name, Address with pin code and Telephone Nos.	
13	Branch Code	

14	Bank Account No. (as appearing on the Cheque Book)	
15	Account Type (S.B. Account/ Current Account/Cash Credit etc.)	
16	Ledger No.	
17	7-Digit Bank BSR Code No.*	
18	9-Digit MICR Code No.	
19	12-Digit IFSC Code No.	

***BSR Code is Mandatory.**

Signature of the Investor/Customer

Date :

Certified that the particulars furnished above at Sl. No. 10 to 19 are correct as per our records.

Signature of the Authorized Official from the Bank

Note:

The duly filled in Annexure-1 will be uploaded as 4th pdf file in Technical Cover.

DECLARATION

I, _____ Son/Daughter of

Sh. _____

Proprietor/Partner/Director/ Authorised Signatory of M/s _____

_____ am competent to sign the

declaration and execute this tender document;

I have carefully read and understood all the terms and conditions of the tender which are fully acceptable to me.

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 Authorised Person)

Place: _____ Full Name: _____

Seal: _____

- Note: 1. The above declaration, by the authorized signatory of the bidder in token of acceptance of the terms and conditions should be uploaded with Technical Bid.
2. The above declaration can also be made on the letter head of bidder and will be uploaded with Technical Bid.