



REGIONAL INSTITUTE OF EDUCATION: Bhubaneswar
NOTICE INVITING TENDER FOR CAMC OF AIR CONDITOIONER

Advt.
Tender No - 293
Dated - 03.04.2017

Sealed tenders are invited from Service Providers/Reputed firms for CAMC of 84 no of Air Conditioners in RIE / DMS, Bhubaneswar. The bidders are requested to quote their CAMC rates per unit of Air Conditioners inclusive of all. No additional cost is to be mentioned separately for this.

The Tender Documents are available for sale to Bidders on payment of Rs.200/- (**Rupees Two Hundred**) only by way of D.D. in favour of **General Fund Account, RIE, Bhubaneswar**.

The Tender Document may be downloaded from the RIE website: **www.riebbs.ori.nic.in** or **www.riebbs.ac.in**. The complete Tender documents with a Crossed Demand Draft of Rs. 200/- in favor of **General Fund Account, Regional Institute of Education, Bhubaneswar** drawn on any Nationalized Bank payable at Bhubaneswar may be sent to the **Administrative Officer, Regional Institute of Education, Sachivalaya Marg, Bhubaneswar-22** so as to reach the office on or before 17.04.2017 up to 5:00 p.m.


03.04.17
ADMINISTRATIVE OFFICER



REGIONAL INSTITUTE OF EDUCATION : BHUBANESWAR

Tender for Comprehensive Annual Maintenance of Air Conditioners

1. Name of the firm with
Complete postal Address :
2. Telephone No. Land line :
Mobile No. :
3. Fax No. if any :
4. PAN No. :
5. TIN No. :
6. Bid Amount :
- 7) EMD details :

Authorized Signatory of the
firm With Rubber seal



REGIONAL INSTITUTE OF EDUCATION: BHUBANESWAR

Terms and Conditions for CAMC of Air Conditioners

1. The Regional Institute of Education, Bhubaneswar invites sealed Tenders from reputed firms/original manufacturers/authorized dealers/ Service Providers for Comprehensive Annual Maintenance of 84 of Split and Window AC's (**Annexure-A**) .
2. The tender should accompany an Earnest Money Deposit (EMD) @ Rs10,000.00(Rupees Ten thousand only) in shape of DD/Banker's Cheque drawn in favour of "General Fund Account", RIE, Bhubaneswar payable at Bhubaneswar.
3. Tenders are required to submit in a sealed cover superscribing "**TENDER FOR CAMC OF AC's**" addressed to the Administrative Officer, Regional Institute of Education, Sachivalaya Marg, Bhubaneswar- 751 022 up to 5.00 P.m. of 17.04.2017 which will be opened on 18.04.2017 at 3.30 p.m. in the presence of bidders or their authorized representatives, If any. This Institute will not be responsible for any postal delay, holidays or any other reasons resulting in delay of submission/receipt of tender beyond the due date.
4. The tenders received after due date and time, unsealed condition and without EMD will be rejected.
5. In case the last day of receipt of tender enquiry is declared a holiday on any account, the tenders will be received on the following working day.
6. The EMD will be refunded to all bidders through RTGS after award of work to the successful bidder.
7. The successful bidder will deposit performance security of 10% alongwith execution of agreement. Scope of work and other terms and conditions is clarified in the Agreement is at **Annexure B**.
8. Force majeure, clause is applicable to the contract.
9. The Principal, RIE, Bhubaneswar reserves every right to accept/reject any/all quotations at any stage and increase or decrease the quantity of goods without assigning any reason thereof and his/her decision shall be final and binding.

K. Ram
03-04-17

ADMINISTRATIVE OFFICER

CONTRACT AGREEMENT FORM

AGREEMENT BETWEEN RIE, BHUBANESWAR AND M/s _____ PVT LTD.

This agreement made on this day _____ between the RIE (A Constituent Unit of NCERT) and having its office at Regional Institute of Education, Sachivalaya Marg, Bhubaneswar-751022 (hereinafter referred to as the "RIE") and represented by the Administrative Officer, RIE, Bhubaneswar of one part and _____ of the other part.

Whereas the M/s _____ engaged in the business of repair and maintenance of Air Conditioners etc. And Whereas the RIE is desirous of availing the service of M/s _____ for comprehensive maintenance of Air Conditioners at RIE, Bhubaneswar. Now it is hereby agreed by and between the parties here to as follows.

M/s _____ shall maintain the all parts of Air Conditioners except Compressor & Aluminum Condenser.

1. PERFORMANCE GUARANTEE BOND

(a) After an 'Acceptance of tender' is issued by RIE, the successful bidder shall be required to submit a Performance Guarantee Bond of 10% of Annual Contract Value from a nationalized/commercial bank. This will be done within 7 days from the receipt of the acceptance of the award of contract.

(b) On performance and completion of the contract in all respects, the Performance Guarantee Bond will be returned to the vendor without any interest.

2. TERMS OF AGREEMENT

The agreement shall remain in force initially for one year on annual basis starting from _____ for RIE. It may be renewed for further period of one year on mutual consent. It shall be open to either of the party to terminate this agreement at any time by giving one months notice to the other party, in writing except in the event of failure of the contractor to comply with the other terms and conditions in which event the agreement shall be terminated without giving any notice and the decision to the RIE in this regard shall final and binding upon M/s _____. At any point of time the number of Air Conditioners can be added and deducted as per the condition of the Air Conditioners.

3. MAINTENANCE HOURS

The vendor awarded the contract for CAMC, will have to provide maintenance service from 9.00 a.m. to 5.30 p.m. (Monday to Friday) and also on Saturday, Sunday and other holidays if required, to keep the machines in good working order. If required the vendor shall give support beyond the office hours i.e. beyond 9.00 a.m. to 5.30 p.m. without any additional cost to RIE. The service consists of two time water services, filling of Gas, Change of Capacitor, Wire, Electronic PC, Indoor /Out door copper coil, maintenance of Stabilizer and over all preventive and corrective maintenance of Air Conditioners except Compressor & Aluminum Condenser.

4. PAYMENT FOR CAMC

Payment for the contract will be made on Half yearly basis. First payment will be made after completion of six months from date of agreement and second and last payment will be made after completion of the contract period. The performance certificate from Section Officer, C & W is to be obtained every month and must be attached with the bill at the time of submission.

5. TERMINATION OF AGREEMENT

The RIE may terminate the agreement by giving a written one-month advance notice to the Service Provider, without compensation to the Service Provider and/or other suitable action, if :

- (a) The Service Provider becomes bankrupt or is otherwise declared insolvent.
- (b) The Service Provider being a company is wound up voluntarily or by the order of a court or a receiver, or manager is appointed on behalf of the debenture holders or circumstances occur entitling the court or debenture holders to appoint a receiver or a manager, provided that such termination will not prejudice or affect any right of action or remedy accrued or that might accrue thereafter to the Purchaser.
- (c) The quality of services rendered to RIE gets degraded.
- (d) If at any stage, it is found that the parts supplied by the maintaining agency are duplicate or of inferior quality, the CAMC may be summarily terminated and the Bank Guarantee may be revoked and RIE may take any other suitable action.
- (e) The Service Provider may request for termination of agreement by giving one month advance notice to RIE.

6. TRAVEL EXPENSES

No travel expenses will be borne by RIE. The company is bound to provide these services at all locations of RIE.

7. CALL ATTENDANCE AND PENALTY

The company has to attend the call within one day of the call placement over phone through register or by request letter and provide the service solution to keep the Air Conditioners upto date. Machine will be considered as satisfactory operational if all parts of the machine are in working condition.

8. ADDITIONAL CLAUSES

(a) An event of default shall mean and include service provider's failure to discharge any obligations undertaken in this agreement or a short coming in the quality and or standard of the services in the opinion of RIE officials.

(b) That whenever an event of default occurs, RIE shall serve a written notice or communicate through the Complaint register which shall be attended by the firm as quick as possible latest by one month. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of any willful or negligent act or omission of either of the parties hereto or any of their or its employees and such obligations shall survive the termination of this agreement.

9. INDEMNITIES

M/s _____ Pvt. Ltd/ contractor has agreed to bear the responsibility for any claims, demands, persecution, or actions against the RIE arising out of this agreement and as a result of any action or omission by M/s _____ Pvt Ltd. or any of its employees or in case of any legal action by any person employed by M/s _____ Pvt. Ltd. under this agreement and has undertaken to keep the RIE indemnified against all losses and damages suffered, including expenses incurred by the RIE defending the claim (inclusive of legal expenses) as a result of any such claim, demands, proceedings, prosecutions or actions. The parties have agreed that this provision shall survive termination of this agreement and M/s _____ Pvt. Ltd has agreed to clear the amounts claimed by the RIE under this clause within 15 (fifteen) days the date when the demand is made.

10. CONFIDENTIALITY

Parties undertake to treat this Agreement and each of terms as confidential. Neither party shall disclose to any third party the existence or the terms of this agreement without the prior written consent of the other parties. The obligations undertaken hereto shall not apply to any information obtained which is or becomes published or is otherwise generally available to the public other than in consequence of their or its employees and such obligations survive the termination of this Agreement.

11. NOTICES

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be in writing in English and shall be personally delivered, or transmitted by registered mail with postage full paid, or transmitted by facsimile (with postage prepaid) to the address specified below or to such other address as may, from time to time, be given by each party to the party in writing and in the manner herein before provided;

**i) Administrative Officer, Regional Institute of Education
Sachivalaya Marg, Bhubaneswar-751022**

ii) M/s M/s _____

If any notice, approval, consent and or other notification required or permitted to be given hereunder shall be deemed to have been given on the date of receipt when personally delivered, on the date seven (7) days after having been posted when transmitted by registered mail or on the date of transmission with confirmed answer back when transmitted by facsimile.

12. DISPUTE RESOLUTION and JURISDICTION

If any dispute difference of any kind whatsoever shall arise between the parties in connection with or arising out of this Agreement or out of the breach, termination or invalidity of the Agreement hereof, the parties shall resolve them by resort to the following in the order so mentioned. Parties shall attempt for a period of 30 days after receipt of notice by the other party of

the existence of a dispute to settle such dispute in the first instance by mutual discussions between the parties. If the dispute cannot be settled by mutual discussions within 30 days as provided herein, the dispute shall be referred to the sole arbitration of an arbitrator. The party having a grievance shall serve a written notice by registered acknowledgement due post, on the other party intimating its intention of invoking the arbitration clause and shall simultaneously serve a notice in the similar mode on the Administrative Officer, RIE requesting him to appoint an arbitrator. The arbitrator proceedings shall be held in accordance with the provisions of Arbitration and conciliation Act, 1996 or any statutory modifications or re-enactment thereof venue of arbitration shall be Bhubaneswar and both the parties to this agreement shall bear the cost of arbitration equally. Parties agree that neither party shall have a right to commence or maintain any suit or Legal proceeding concerning any dispute arising out of this Agreement or out of the breach, termination or in validity or the Agreement until the dispute has been determined in accordance with the arbitration procedure agreed herein. The parties further agree that the award shall be final and binding on the parties to this Agreement.

13. MATTERS NOT PROVIDED IN THE AGREEMENT

If any doubt arises as to the interpretation of the provisions of this Agreement or as to matters not provided therein, the parties to this Agreement shall consult with each other for each instance and resolve such doubts in good faith.

14. ASSIGNMENT/ AMENDMENT

M/s _____ shall have no right to assign its obligations under this Agreement without a written approval and permission from the RIE to any other firm or company. Further no amendment or change hereof or addition hereto shall be effective or binding on either of the Parties hereto unless set forth in writing and executed by the respective dully authorized representatives of each of the parties hereto.

15. SURVIVAL OF RIGHT AND OBLIGATION

Termination of this Agreement for any cause shall not release the Parties from any liabilities which at the time of termination already accrued to such party of which thereafter may accrue of any act or omission prior such termination.

16. NO PARTNERSHIP

Nothing in this Agreement shall be deemed to constitute a partnership between the parties nor constitute any party an agent of any other party for any purpose.

17. THE AGREEMENT

This document together with attached Annexure-A Chapter-5 attached hereto signed by both parties shall constitute the entire binding agreement betweenand the RIE.

Signed on behalf of RIE
Name.....
Administrative Officer, RIE
Place: Bhubaneswar
Date Date

Signed on behalf M/s.....
Name.....