

Manu Lenon  
Dypt. 27/02/24



ଓଡ଼ିଶା ସରକାର  
ପଞ୍ଚାୟତ୍ତିରାଜ ଓ ପାନୀୟତ୍ତ ବିଭାଗ  
Government of Odisha  
Panchayati Raj & D.W Department

ଓଡ଼ିଶା ଲୋକସେବା ଭବନ  
ଝଟିକାହର ମାର୍ଗ, ଭୁବନେଶ୍ୱର-୭୫୧୦୦୧  
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No. PR-NREG-SOCIETY-0013-2021

4735

Date: 27-02-2024

**TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE  
CONTRACT OF AIR CONDITIONERS FOR 1(ONE) YEAR IN  
MGNREGS ODISHA SOCIETY BUILDING**

Sealed tenders are invited from reputed and financially sound Manufacturers/ Service Agencies/ Firms/ Contractors/ Sole Proprietor for providing comprehensive AMC (Annual Maintenance Contract) of Air Conditioners for 1(one) year in MGNREGS Odisha Society Building, SIRD Campus, Unit-8, Bhubaneswar. The schedule of the bidding process and other details are given as below: -

Last date for collection of documents	19.03.2024 <a href="http://odishamgnregs.org/">http://odishamgnregs.org/</a>
Time and date for submission of tender	19.03.2024, 05:30 PM
Opening of tenders	At 11: 30 AM on 20.03.2024
Period of contract	12 Months
Amount of Earnest Money to be Deposited	Rs. 5,000/-
Scope of work of AMC	As per Annexure-II

The interested Manufacturers/ Service Agencies/ Firms/ Contractors are required to submit the **Technical** and **Financial** bids separately. The bids in Sealed Cover-I containing "Technical Bid" and Sealed Cover-II containing "Financial Bid" should be placed in a third sealed cover superscripted "Tender for Comprehensive AMC (Annual Maintenance Contract) of Air Conditioners" and submitted at MGNREGS Odisha Society Building, SIRD Campus, Unit-8, Bhubaneswar as per schedule.

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Mission Director 27/02/2024



## TERMS AND CONDITIONS

1. The tender shall be addressed to the Mission Director, MGNREGS Odisha Society, and superscribed with “**Comprehensive Annual Maintenance Contract of Air Conditioners for 1 (One) year at MGNREGS Odisha Society**”.

2. **Eligibility Criteria**

a. The bidder must have at least three years of experience (AMC of ACs) in similar types of works undertaken in Govt. Organization/ Department, Public Sector Undertaking, or Reputed Private firm (proof of experience must be submitted).

Note: Similar types of work mean maintenance/ repairing contracts of ACs.

b. The Bidder must have a Permanent Account Number (PAN).

c. The Bidder must have a Goods and Services Tax Identification Number (GSTIN).

d. The Bidder must have a proper establishment in Bhubaneswar for the maintenance work of ACs. (Address proof of the office/ branch is to be submitted with tender documents).

3. Earnest Money/ Bid Security: In the shape of Demand Drafts drawn in favour of MGNREGS Odisha Society on any scheduled Bank payable at its branch at Bhubaneswar. The Earnest Money / Bid Security of the unsuccessful bidder shall be refunded as promptly as possible and shall bear no interest. No bid will be accepted unless accompanied by the requisite Earnest Money Deposit.

4. The Bid Security/ Earnest Money will be forfeited if the successful Bidder fails to (i) deposit the Performance Security Deposit and (ii) commence the awarded work.

Additionally, the Bidder will not be allowed to participate in the re-tender. The MGNREGS Odisha Society reserves the right to debar such defaulting contractor from participating in future bids for a minimum period of 12 months.

5. The bidders would give a declaration that they have not been banned or delisted by any Government or quasi-government agencies or PSUs and they accept all terms and conditions of the tender as per format attached. If a

bidder has been banned or delisted by any Govt. or Quasi Govt. agencies or PSUs, this fact must be clearly stated and it may not necessarily be a cause for disqualification. If the declaration is not given, the bid will be rejected as non-responsive.

6. Bidder is required to submit his offer in sealed covers giving reference to this tender Notice No. and date, contained offer in two parts- Part-I (Technical Bid) & Part II(Financial Bid). EMD is to be submitted along with Part-I of the document, which is Technical Bid. Part –I will be considered as valid only when earnest money is submitted.

The Part-I & Part-II should be in sealed covers clearly superscribing as "Technical Bid" & "Financial Bid" respectively in the top and the Name of the work shall be superscribed on the left hand side of both the covers. Both the envelopes then shall be placed in another main cover and submitted as Bid with top of it superscribing with the Name of work i.e "Tender for Comprehensive AMC (Annual Maintenance Contract) of Air Conditioners" on the sealed Envelope.

7. The list of documents required to be submitted with the tender application is mentioned vide Appendix I of this Notice.
8. On the date of opening of Bid, the envelope containing Part-I(Technical Bid) will be opened. This Part-I will be considered as valid, for further consideration, only when Earnest Money is submitted, in appropriate form and required, as per tender.
9. Any addendum/ corrigendum/ date of extension etc. in respect of tender shall be issued on our website <https://odishamgnregs.org> only. Bidders are therefore requested to visit our website regularly to keep themselves updated.
10. Part II(Financial Bid) envelope will be opened in respect of such Bidders, who are found valid after scrutiny of all technical bids.
11. **Each page of the tender document should be signed by the tenderer and submitted in Part-I of the offer as a token of acceptance of the tender Terms and Conditions. This will not contain any alternative items or suggestions, comments or conditions.**
12. Every tender is expected, before quoting his rates, to go through the requirements of materials/ workmanship under the specification/ requirements and conditions of contract to inspect the site area/ ACs of the proposed work.
13. The rates for the work should be inclusive of all incidentals, overheads, all taxes (Excluding GST), octroi's, duties, leads, lifts, carriage, tools & plant etc. as required for execution and completion of the work. It shall be deemed that the tenderer has visited the site/area and got fully acquainted with the working conditions and other prevalent conditions and fluctuations thereto have taken all the above factors into account while quoting his rates. The rate should cover all the items mentioned in the scope of work.

14. L-1 will be decided on overall quoted value (i.e. cost to company). The overall lowest tenderer shall be considered for award of work.
15. The offer shall be written in English. If there are any corrections or overwriting on the offer these shall be countersigned by the person who is signing the offer.
16. The Bidder whose Bid has been accepted will be notified of the award by MGNREGS Odisha Society before the expiration of Bid validity period. The notification of award will constitute the formation of the Contact.
17. **PERFORMANCE SECURITY/ SECURITY DEPOSIT:** The successful Bidder will have to deposit a Performance Security to the tune of **8%** of the approved negotiated amount , which will be returned after completion period of the agreement without interest. If the service of the agency is not up to satisfactory , the amount will be forfeited. The security deposit shall be in the shape of Demand Draft from any Nationalised Bank drawn in favour MGNREGS Odisha Society payable at Bhubaneswar covering the period of contract.
18. The CAMC (Comprehensive Annual Maintenance Contact) shall be valid for a period of one year from the date of commencement of work.
19. No escalation in rate will be allowed during the entire contract period of 1 (one) year. However, applicable GST will be admissible.
20. The offer shall be valid for 4 (four) months from the date of opening of tender.
21. The tender document in which the tender is submitted by the tenderer shall become the property of MGNREGS Odisha Society and MGNREGS Odisha Society shall have no obligation to return the same to the tenderer.
22. In the event of any discrepancy between the description in words and figures, the descriptions in words shall prevail.
23. The successful bidder has to carry out servicing of all ACs falling under the contract as per the schedule given by the MGNREGS Odisha Society, Bhubaneswar with a minimum four visits per year for the routine maintenance.
24. **Emergency visit:** The successful bidder has to attend to the repair and service of Air Conditioners whenever called for by MGNREGS Odisha Society for which the contractor will not be paid any allowance and travelling expenses.
25. It will be at the discretion of MGNREGS Odisha Society to increase or decrease the nos. of AC during the CAMC period at the same rate & terms and conditions of the contract. The payment for increased no. of AC or reduced nos. of AC will be done quarterly.
26. The complaints shall be attended on all working days normally between **10:00 AM to 05:30 PM.**
27. At the time of attending the complaint/ break down, the mechanic of the Contractor shall prepare a service report in which he shall clearly mention the fault that occurred in the ACs, the spare parts replaced (name of the spare

- parts) in his report and submit the same to authorized Official. The report should have name of the mechanic, date and timing of attending the complaint. In case the service report is not signed by the authorized Official, the complaints shall be assumed as unattended.
28. A log book shall be maintained by the Contractor to record the maintenance of ACs. Every visit/ repair, servicing, replacement of any damaged part shall be recorded in the log book with the name of mechanic, date and time.
  29. **Delivery:** In case of major repair, the air conditioner will be handed over to the Contractor and the same should be repaired and delivered to MGNREGS Odisha Society within seven days through authorized official.
  30. **Transport of ACs:** To and fro transport shall be arranged in Bhubaneswar city only by the Contractor at their own cost.
  31. The spare parts used for repair/ maintenance/ servicing of the ACs shall be of genuine/ original make/ approved brands and the Agency shall have to give proof in support of genuineness of ACs parts. Substandard materials shall not be accepted. In case of any irregularities found in the proof given by the Agency, the Agency will be solely responsible for any mis-happening.
  32. The AMC holder shall take all safety measures during the maintenance work of the ACs and will be solely responsible for this.
  33. **Terms of payment:** Payment will be made quarterly after satisfactory completion of work in every scheduled visit on pro-rata basis and no advance will be paid for the maintenance contract.
  34. **Paying authority:** Payment will be made by Accounts Section of MGNREGS Odisha Society, Bhubaneswar within 21 days of submission and acceptance of the bill.
  35. **Rejection of offer:** MGNREGS Odisha Society reserves the right to accept or reject the offer or consider part of the offer without assigning any reason whatsoever.
  36. **Late receipt:** Offers received after the due date and time will not be accepted.
  37. The bidder shall comply with the statutory requirements of various acts.
  38. Prior approval in writing of MGNREGS Odisha Society shall be obtained before any change is made in the constitution of the contracting agency. If prior approval is not obtained the same will be treated as breach of contract.
  39. The bidders should fill the bid document properly and carefully. He should avoid quoting absurd rates and making too many corrections in the tender. The amount should be correctly worked out. All the pages shall be signed and properly authenticated throughout the bidding documents. The term 'bid' and 'tender' and their derivatives are synonymous.
  40. The contractor shall be responsible for correct and complete execution of the work in a workman like manner with the materials as and when required.
  41. The offer submitted by the Bidder will be disqualified if at any stage it is found that any document submitted by the Bidder in respect of fulfillment of eligibility criteria and qualification is not genuine or false.

42. **Jurisdiction:** The courts of the place from where the contract has been executed alone have jurisdiction to decide any dispute arising out of or in respect of the contract.
43. In the event of the tenderer remaining silent on any terms and conditions of the tender, it will be presumed that the tenderer(s) have accepted such terms and conditions in the event of any order on them.
44. **Penalty clause:** In case of breakdown of an air Conditioner and after reporting complaint to the CAMC holding Party, three days (excluding holidays) time will be given for attending and rectification of the breakdown. Overall breakdown including major breakdown should be rectified within one week (7 days) failing which a penalty of Rs.200/- per day per AC will be imposed over the party and will be deducted from the forthcoming bill. However, if the party provides any alternative arrangement for breakdown AC, then that period will not be counted as breakdown period.

**45. Termination, suspension, cancellation and foreclosure of contract: -**

MGNREGS Odisha Society shall, in addition to other remedial steps to be taken as provide in the conditions of contract, be entitled to cancel the contract in full or in part, if the contractor:

- a. Makes default in proceeding with the works with due diligence and continues to do so even after a notice in writing from the Officer-in-Charge, then on the expiry of the period as specified in the notice.

or

- b. Commits default/ breach in complying with any of the terms and conditions of the contract and does not remedy it or fails to take effective steps for the remedy to the satisfaction of the Officer-in-Charge, there on the expiry of the period as may be specified by the Officer-in-Charge in a notice in writing.

or

- c. Obtains a contract with the company as a result of ring tendering or other non bonafide methods of competitive tendering.

or

- d. Shall offer or give or agree to give any person in the service of the company or to any other person on his behalf any gift or consideration of any kind as an inducement or reward for act/ acts of favor in relation to obtaining or execution of this or any other contract for his Company.

or

- e. Fails to complete the work or items of work with individual dates of completion

on or before the date/ dates of completion or as extended by the company then on the expiry of the period as may be specified by the Officer-in-Charge in a notice in writing.

or

- f. Transfers, sublets, assign the entire work of any portion thereof without the prior approval in writing from the Officer-in-Charge. The Officer-in-Charge, may by giving a written notice, cancel the whole contract or portion of it in default.

**46. The contract shall also stand terminated under any of the following circumstances: -**

- a. If the contractor being, an individual in the case of proprietary concern or in the case of a partnership firm any of its partners is declared insolvent under the provisions of Insolvency Act for the time being in force, or makes any conveyance of assignment of his effects or composition or arrangement for the benefit of his creditors amounting to proceedings for liquidation or composition under any Insolvency Act.
- b. In case of the contractor being a company, its affairs are under liquidation either by a resolution passed by the contractor's company or by an order of court, not being a voluntary liquidation proceeding for the purpose of amalgamation or reorganization by the debenture holders of the contractor's company if any.
- c. If contractor suffers an execution being levied on their goods, estates and allow it to be continued for a period of 21(twenty-one) days.
- d. On the death of contractor being a proprietary concern or of any of the partners in the case of partnership concern and MGNREGS Odisha Society is not satisfied that the legal representative of the deceased proprietor or the other surviving partners of the partnership concern is capable of carrying out and completing the contract. The decision of MGNREGS Odisha Society in this respect shall be final and binding which is to be intimated in writing to the legal representative or to the partnership concern.

**47. On cancellation of the contract or on termination of the contract, the Officer-in-charge shall have power.**

- a. To take possession of the site and any materials constructional plant, equipment, stores etc. thereon.
- b. To carry out the incomplete work by any means at the risk and cost of the contractor.
- c. To determine the amount to be recovered from the contractor for not completing work or in the event the remaining work is not to be completed the loss/ damage suffered if MGNREGS Odisha Society after giving credit for the

- value of the work executed by the contractor up to the time of cancellation less on A/C payment made till date and value of contractors material's, plant, equipment etc. taken possession of after cancellation.
- d. To recover the amount determined as above, if any from any money due to the contractor on any account or under any other contract and in the event of any shortfall, the contractor shall be called upon to pay the same demand. The need for determination of the amount of any extra cost/ expenditure or of any loss/ damage suffered by MGNREGS Odisha Society shall not however arise in the case of termination of the contract for death/ demise of the contractor as stated in clause (d) of the contract.
  - e. To give the contractor or his representative on the work 7 (Seven) days' notice in writing, for taking final assessment for the work executed till the date for cancellation or termination of the contract. The officer-in-charge shall fix the time for taking such final assessment and intimate the contractor in writing the final measurement shall be carried out at the said appointed time not with standard whether the contractor is present or not. Any claims as regards measurement which the contract is to make shall be made in writing within 7 (seven) days of taking final assessment by the Officer-in-charge as aforesaid and if no such claim is received the contractor shall be deemed to have waived all claims regarding above assessment and any claim made thereafter shall not be entertained.

#### **48. Suspension of work:**

- i. The officer shall have the power to suspend the work or any part thereof and the Officer-in-charge may direct the contractor in writing to suspend the work, for such period and in such manner as may be specified therein, on account of any default on the part of the contractor.
  - ii. In the event of suspension for reasons other than any default on the part of contractor extension of time shall be allowed by MGNREGS Odisha Society equal to the period of such suspension and the contractor shall properly protect and secure the works to the extent during such suspension.
49. If the progress of work or any portion of the work is unsatisfactory, the Officer-in-charge, after giving the contractor 15 days' notice in writing, without cancelling or terminating the contract, shall be entitled to employ another agency for executing the job or to carry out the work either wholly or partly at the risk and cost of the contractor. The certificate to be issued by the Officer-in-charge for the cost of the work so done shall be final and conclusive and the extra cost, if any shall be borne by the contractor.
50. The contractor shall employ only competent, skillful, and orderly men to do the work. The Officer-in-Charge shall have the right to ask the contractor to remove from the worksite any men of the contractor who in his opinion is undesirable.



**51. Non-discloser/ Confidentiality Clause:**

The bidder will not at any time during the pendency of contract or afterwards, disclose to any person any information as to documents, components, parts, information, drawings, data, sketches, plans, programs, specifications, techniques, processes, software, inventions and other materials, both written and oral, of a secret, confidential or proprietary nature, including without limitation any and all information relating to finance, invention, research, design or development of system and any supportive or incidental subsystems and any and all subject matter claimed in or disclosed by any patent application prepared or filled by or on behalf of MGNREGS Odisha Society in any jurisdiction, and any amendments or supplements thereto. The bidder should understand that breach of this clause would constitute a serious offence for which appropriate legal action may be taken to ensure the enforcement if confidentiality clause.

MGNREGS Odisha Society also desires that the bidder shall hold in trust and confidence and not disclose to others or use for its own benefit or for the benefit of others, any Proprietary Information which is disclosed to the bidder by MGNREGS Odisha Society at any time during the agreement/ award of work/ execution of work and thereafter. The bidder shall disclose Proprietary Information received under the contract to person within its organization only if such persons (i) have a need to know and (ii) are bound in writing to protect the confidentiality of such Proprietary Information. This clause shall survive and continue after expiration or termination of the contract and shall bind the contractor, its employees, agents, representatives, successors, heirs and assigns.

**Name:**

**Signature:**

**Date:**

**Seal:**



## **DECLARATION**

1. I, \_\_\_\_\_, Son/ Daughter / \_\_\_\_\_ / wife of Shri \_\_\_\_\_ Proprietor/ Director/ Authorised signatory of the Service Provider, mentioned above, am competent to sign this declaration and execute this tender document.
2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.
3. I have acquired the requisite information related to the subject work after visiting of the site and examining the form of contract, nature, and quantum of work as affecting the tender invited by MGNREGS Odisha Society in connection with CAMC for Air Conditioners.
4. I haven't been banned or debarred or delisted by any Govt. or Quasi Govt. Agencies or PSUs.
5. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief.
6. 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.
7. The MGNREGS Odisha Society further reserves the right to terminate the contract during its tenure at any time without assigning any reasons.

Thanking you,

Yours faithfully,

Date:

Name :

Place:

Signature:

Seal:

Mob:

**Annexure-I**

**PART - I**  
**TECHNICAL BID**

To

Mission Director,  
MGNREGS Odisha Society,  
SIRD Campus, Unit-8, Bhubaneswar.

**Subject:** COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT (AMC) OF AIR  
CONDITIONERS FOR 1(ONE) YEAR AT MGNREGS ODISHA SOCIETY

Dear Sir,

In response to your Tender Notice for the above mentioned contract, I/ We, a  
Manufacturers/ Service Agencies/ Firms/ Contractors/ Sole Proprietor submit the Tender/  
Quotation/ Bid with the following particulars:

1. Name of the Manufacturer/ Service Agency/

Firms/ Contractors/ Sole Proprietor: \_\_\_\_\_

2. Details of Earnest Money Deposit:

DD No. \_\_\_\_\_ date \_\_\_\_\_ of Rs. \_\_\_\_\_,

Drawn on Bank \_\_\_\_\_.

3. Name of Proprietor/ Partner/ Director: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

4. Full Address of Registered Office: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Telephone No. \_\_\_\_\_

Fax No. \_\_\_\_\_

E-Mail Address \_\_\_\_\_

5. Full address of Operating/

Branch Office \_\_\_\_\_

Telephone No.: \_\_\_\_\_

Fax No. : \_\_\_\_\_

E-Mail Address : \_\_\_\_\_

6. Name and Designation of the authorised Officer / Person to liaise with MGNREGS Odisha Society with telephone No. and Mobile No.

\_\_\_\_\_

7. PAN No. \_\_\_\_\_

(Attach attested copy)

8. GST Registration No.: \_\_\_\_\_

(Attached attested Copy)

9. Registration certificate of the firm/ proprietorship/ trade license/ etc.

\_\_\_\_\_

10. Details of the major similar contracts handled by the Agency/ Contractor during the last three years in the following format along with supporting documents.

(if the space provided is insufficient, a separate sheet may be attached):

Sl. No.	Name of client, address, telephone & email. Id	Nature of work relating to AMC	No. of ACs	Period		Amount of contract (In Rs.)
				From	To	
(1)	(2)	(3)	(4)	(5)	(6)	(7)



11. Additional Information/supporting documents , if any

(Attach separate sheet, if required)

Date:

Place:

Signature of authorised person

Name:

Seal:

Tel:

Mob:

**Annexure-II**

**SCOPE OF WORK AND QUANTITY**

Name of work: - Comprehensive Annual Maintenance Contract of Air Conditioners for 1(one) year at MGNREGS Odisha Society Building.

Sl. No.	Scope of work	Quantity
1	<b><u>SPLIT AC</u></b> Maintenance and free servicing 4(four) times in a year of ACs of different type/ make. Free replacement/ repair of all spares including compressor, outer housing, condensing coil, evaporating coil, grill, copper piping and insulation material for ACs, Stabilizers etc.	50 Nos.
2	<b><u>STAND AC</u></b> Maintenance and free servicing 4(four) times in a year of ACs of different type/ make. Free replacement/ repair of all spares including compressor, outer housing, condensing coil, evaporating coil, grill, knob of ACs, Stabilizers etc.	2 Nos.

**PART-II**  
**FINANCIAL BID**

**Name of Work: - Comprehensive Annual Maintenance Contract of Air Conditioners for 1(one) year at MGNREGS Odisha Society.**

**BILL OF QUANTITY**

<b>SI. No.</b>	<b>Scope of work</b>	<b>Quantity</b>	<b>Rate per AC per year (in Rs.) (Excluding Taxes)</b>	<b>Amount (in Rs.)</b>
1	<b><u>SPLIT AC</u></b> Maintenance and free servicing 4(four) times in a year of ACs of different type/ make. Free replacement/ repair of all spares including compressor, outer housing, condensing coil, evaporating coil, grill, copper piping and insulation material for ACs, Stabilizers etc.	50 Nos.		
2	<b><u>STAND AC</u></b> Maintenance and free servicing 4(four) times in a year of ACs of different type/ make. Free replacement/ repair of all spares including compressor, outer housing, condensing coil, evaporating coil, grill, knob of	2 Nos.		

	ACs, Stabilizers etc.			
	<b>TOTAL (for one year) in Rs.</b>			

**Total Amount in words (for one year):**

.....

**Note: 1. Amount at Sl. No. (1) & (2) shall be Rate per AC per year multiplied by the respective quantity**

**2. GST or any other taxes shall be applicable separately as per Govt. rules.**

**Name & Address**

**Sign. of Tenderer with Seal**

APPENDIX-I

**LIST OF REQUIRED DOCUMENTS TO BE ENCLOSED WITH APPLICATION FORM**

1. Status of the Firm / Registration Certificate/ Memorandum of Association/ Partnership Deed/ Trade License/ MSME Certificate
2. PAN/ Income Tax clearance certificate.
3. GST registration certificate.
4. Copies of proof regarding the similar maintenance work executed like work order / completion certificates during the years Financial Year 2020-21, 2021-22, and 2022-23.
5. Copy of power of attorney (wherever applicable).
6. Address proof for the Office/ Branch at Bhubaneswar.

**Note :** All the attached supporting documents to be self attested by the authorised person.

Name:

Signature:

Date:

Seal:



