

राजेंद्रनगर, हैदराबाद-500 030, तेलंगाना राज्य, भारत Rajendranagar, Hyderabad-500 030, Telangana State, India Phone : 040-24598208 Website : www.icar-iior.org.in ISO 9001:2015 Certified Institute



फा.सं. F.No.2(6)/2020-21/St

दिनांक Date 18.01.2021

TENDER No.01/2020-21

Sealed tenders are invited from the registered firms for AMC of AC Units at ICAR-IIOR, Hyderabad

Sl.No	Description	EMD	
1.	Annual Maintenance Contract for Air Conditioners	Rs. 3,500.00	

The Tender form, along with specifications is available at IIOR website (http://icar-iior.org.in/). The Hard copy of Tender duly completed in all respects along with bid Security (EMD) in the form of Demand Draft in favour of ICAR UNIT IIOR ACCOUNT payable at Hyderabad should reach this office on or before 03:00 P.M. on 08.02.2021. The tenders without bid security will be rejected outright. The bid security (EMD) should be submitted separately and superscripted as "EMD".

EMD is exempted for those who are registered with Central Purchase Organization, NSIC or the concerned Ministry or Department, proof of the registration should be submitted along with tender failing which the tender will be out rightly rejected.



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To,

Sub: Annual Maintenance Contract of Air Conditioner

Dear Sir,

We have a requirement of the goods & services as indicated below, you are invited to submit your most competitive quotation for the same. All the relevant details are given below:

- 1. Description of the goods required and the required quantity and their specifications are provided at Annexure -I
- 2. Terms of delivery:

Delivery at site viz. ICAR-Indian Institute of Oilseed Research, Hyderabad.

3. Delivery period for goods:

The break up calls should be attended within 6 hours against the complaint made by this institute. Penal charges will be levied for noncompliance.

Price Structure:

- a. The tenderer shall quote for the complete requirement of goods & services and for the full quantity as shown against a serial number in the list of requirements in Annexure-I. Unless otherwise specified in Annexure 1, the tenderers are, however, free not to quote against all the serial numbers, mentioned in the list of requirements (in case there are more than one serial number in the list of Requirement.).
- b. The rates are Prices quoted shall be in Indian Rupees Only.
- c. All duties, taxes and levies payable by the supplier under the contract shall be included in the quoted price. The purchaser will not pay any such duties, taxes and levies separately.
- d. The rates and of prices quoted by the supplier shall remain firm and fixed during the currency of the contract and shall not be subject to variation on any account, whatsoever, including statutory variations, if any,
- 4. Receipts of goods and terms of payment:
 - Payment term for supply of goods, including erection/installation and commissioning (as and if applicable). Immediately on receiving the goods at site, the purchaser will verify the quantities of the items supplied as specified in the delivery challan of the supplier and also check, for any superficial damage etc. In the goods so supplied and issue a provisional receipt accordingly. If the goods supplied do not require erection / installation and commissioning at site, the purchaser, within three working days of issue of the provisional receipt, will issue acceptance certificate (of the goods to the supplier, provided the goods supplied also need erection/ installation and commissioning, the purchaser will issue acceptance certificate within two working days, after successful erection / installation and commissioning. The supplier will then send its invoice along with the purchaser's acceptance certificate and other accompany documents to the paying authority for payment.



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5. Liquidated Damage Clause:

If any time during the performance of the contract, the supplier encounters conditions hindering timely delivery of the goods, the supplier shall promptly inform the purchaser in writing the fact of the delay and the likely duration of the same. After receipt of supplier's communications, the purchaser shall decide as to whether to cancel the contract for the un-supplied portion after the existing delivery period, or to extend the delivery period suitably by issuing an amendment to the contract. If the supplier fails to deliver the goods and / or perform the services within the contractual delivery period for reasons other than circumstances beyond supplier's control (which will be determined by the purchaser) and the purchaser extends the delivery period, the purchaser will also deduct from the contact price, as liquidated damages, a sum equivalent to 0.5% (Half Percent) of the delivered price of the delayed goods or performance. The maximum limit of such deduction will, however be 10% (10 percent) of the contract price of the delayed goods or services.

Further, during such delayed period of supply and / or performance, the supplier shall not be entitled to any increase in price and cost, whatsoever, on any ground. However, the purchaser shall be entitled to the benefit of any decrease in price and cost on any ground, whatsoever, of goods and services, supplied during the period of delay.

The purchaser's letter (to the supplier, with copies endorsed to others concerned) extending the delivery period will be subject to the above conditions.

6. Warranty Clause:

7. Dispute Resolution Mechanism:

If any dispute or difference arises between the purchaser and the supplier relating to any matter connected with the contract, the parties shall make every effort to resolve the same amicably by mutual discussions. However, if the parties fall to resolve the dispute or difference by such mutual discussion with 20 days either the purchaser or the supplier may give notice to the other party of its intension to refer the same to arbitration. The arbitration shall commence thereafter. The arbitration shall be conducted by a sole arbitrator, who will be appointed by the Secretary, ICAR and the procedure to be followed in this respect will be as per the Indian Arbitration and Conciliation Act, 1996. The venue of the arbitration shall be the place from where the contract is issued.

- 8. You are also required to fulfil the following conditions and furnish the details as indicated in subsequent paragraphs.
- a. At the time of awarding the contract, the purchaser reserves the right to increase or decrease by upto 25% the quantity of goods & services as specified in the List of Requirements, without any change in the unit price or other terms & Condition.



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- b. Please indicate if you are currently registered with any Govt. Organisation and if registered, furnish all relevant details.
- c. Please state whether business dealings with your presently stand banned by any Government organisation and if, so furnish relevant details.
- d. A supplier shall not submit more than one quotation for the same set of goods / services.
- e. The supplier shall at all times indemnify the purchaser, at no cost to the purchase, against all third party claims of infringement of patent, trademark or industrial design rights arising from the use of the goods or any part thereof, with respect to the goods quoted by the supplier in its offer.
- f. The quotation(s) as well as the contract shall be written in English Language. All correspondence and other documents pertaining to the quotation(s) and the contract, which the parties exchange, shall also written in English.

The quotations and all correspondence and documents relating to the quotation exchanged between the bidder and the purchaser may also be written in Hindi language provided that the same I accompanied by an English translation, in which case, for the purpose of interpretation of the quotation, the English translation shall govern.

- g. The contract shall be governed by the laws of India and interpreted in accordance with such laws.
- h. The quotation / offer shall remain valid for acceptance for a period not less than 90 days after the specified date of opening of the offers.
- 9. The quotations shall be sealed in an envelope. The envelope shall be addressed to "SENIOR ADMINISTRATIVE OFFICER, ICAR-INDIAN INSTITUTE OF OILSEEDS RESEARCH, RAJENDRA NAGAR, HYDERABAD-500030" and it should also bear the tender enquiry No.
- 10. The tenders, which are received late by the purchaser will be ignored. Further, the purchaser does not accept any liability and responsibility for the tenders in case the same are not properly sealed & marked and / or sent as above.
- 11. The purchaser will evaluate and compare the quotations which are substantially responsive i.e. which are properly prepared & signed and meet the required terms, conditions, specifications etc. the purchaser will award the contract to the supplier whose quotation will be determined to be responsive and offering the best evaluated price.
- 12. Notwithstanding the above, the purchaser reserves the right to accept or reject any quotation or annul the tendering process and reject all quotations at any time prior to award of the contract, without assigning any reason, whatsoever, and without incurring any liability or obligation, whatsoever, to the affected tenderer or tenderers.
- 13. Please submit your quotation accordingly, you shall sign all the pages of yours quotation. Your price quotation may be furnished in the format enclosed as Annexure I. You are also required to return this original tender enquiry (all the pages), as it is, duly signed by you on every page for our record. You may retain a photocopy of this tender enquiry for your record.



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- 14. No advance payment is permissible.
- 15. **EMD:** The EMD will be liable to be forfeited, if the Contractor/Agency withdraws/amend, impairs or derogates the conditions of tender, in any respect within the period of validity of this Quotation. The EMD of the Successful Bidder will be retained till submission of performance security. The EMD of unsuccessful Bidders will be returned after the completion of all formalities.
- **16. Security Deposit:** An amount equivalent **to 3% of** the value of the work order has to be submitted to the Institute within 21 days from the receipt of the order.
- 17. Validity: The period of validity of the bid submitted by the firm shall be 90 days.
- **18. Taxes:** Income tax and other statutory levies applicable to such contracts / services will be deducted at source, as per the rate applicable at the time of payment.

Senior Administrative Officer







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Annexure - I

S.No	Particulars	Quantity	Rate Rs	Amount Rs
1	1.5 Ton Window Type	13		
2	1.5 Ton Split Type	34		
3	2.0 Ton Split Type	53		
4	2.0 Ton Cassette	11		