

Chhattisgarh Infotech Promotion Society  
(CHiPS), State Data Centre Building, Near  
Police Control Room, Civil Lines, Raipur,  
Chhattisgarh-492001 Tel.: +91-771-  
4014158 Email: ceochips@nic.in,

# Notice inviting Tender

Annual comprehensive  
repair and maintenance  
for window/ split ACs,  
refrigeration, water  
coolers & filter at SDC  
Building Raipur  
Chhattisgarh

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Website: <https://eproc.cgstate.gov.in>

## Contents

NOTICE INVITING TENDER .....	4
DISCLAIMER.....	5
1 FACT SHEET .....	6
2.1 ABOUT CHiPS .....	7
2.3 ABOUT THIS Tender.....	7
4. Issue of Corrigendum .....	8
4.1 Key Requirements of the Bid.....	9
4.4.1 Right to Terminate the Process .....	9
4.4.2 Tender Processing Fees .....	9
4.4.3 Earnest Money Deposit (EMD) .....	9
4.4.4 Submission of Responses .....	9
4.5. Preparation and Submission of Proposal .....	9
4.5.1 Proposal Preparation Costs .....	9
4.5.2 Language .....	10
4.5.3 Late Bids .....	10
4.6. Evaluation process .....	10
4.6.1 Tender Opening .....	10
4.6.2 Tender Validity .....	11
4.6.3 Tender Evaluation .....	11
4.8. Modification and withdrawal of Bids .....	12
4.9. Proposal Forms .....	12
4.10. Local Conditions.....	12
4.11. Contacting the Chhattisgarh Infotech Promotion Society, Raipur .....	13
4.12. Tentative Schedule of Events .....	13
4.13. Opening of Proposal .....	13
4.14. Deciding Award of Contract .....	14
4.15. Terms and Conditions: Applicable Post Award of Contract .....	14

4.15.1 Termination Clause .....	14
4.15.2 Liquidated Damages.....	16
4.15.3 Dispute Resolution Mechanism .....	16
4.15.4 Notices .....	17
4.15.5 Force Majeure.....	17
4.16.5 Failure to agree with Terms and Conditions of the tender.....	17
5. GENERAL.....	17
5.1 Fraud and Corrupt Practices.....	20
ANNXURE I: PARTICULARS OF THE BIDDERS .....	30
ANNXURE II : COMMERCIAL BID.....	30

## NOTICE INVITING TENDER

FOR

### **Annual comprehensive repair and maintenance for window/ split ACs, refrigeration & water coolers at SDC Building Raipur**

NIT No.29301/CEO/CHIPS/O&M/2018

Raipur, Dated 26/03/2018

Chhattisgarh InfoTech Promotion Society (CHIPS), the nodal agency of Department of Electronics & Information Technology, Government of Chhattisgarh in the state of Chhattisgarh invites technical and financial proposals from reputed interested firms for Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at the State Data Center Building detailed in the Scope of Work in this tender.

The document can be downloaded from the website <https://eproc.cgstate.gov.in> and [www.chips.gov.in](http://www.chips.gov.in) response to this tender shall be deemed to have been done after careful study and examination of this document with full understanding of its implications. This section provides general information about the Issuer, important dates and addresses and the overall eligibility criteria for the parties.

#### **1.1 Issuer**

The CEO  
Chhattisgarh Infotech Promotion Society, Raipur  
State Data Centre Building, Near Police Control  
Room, Civil Lines, Raipur,  
Chhattisgarh-492001  
Tel: + 91 - 771 - 4014158  
Fax: + 91-771 - 4014158  
Email: [ceochips@nic.in](mailto:ceochips@nic.in)  
Website: [www.chips.gov.in](http://www.chips.gov.in)

#### **1.2 Address for business query and Correspondence**

The CEO,  
Chhattisgarh Infotech Promotion Society, Raipur  
State Data Centre Building, Near Police Control  
Room, Civil Lines, Raipur,  
Chhattisgarh-492001  
Tel: + 91 - 771 4014158

## **DISCLAIMER**

The information contained in this Request for Proposal (hereinafter referred to as "tender") document provided to the Bidders, by the Chhattisgarh Infotech Promotion Society Raipur, hereinafter referred to as CHIPS, or any of their employees or advisors, is provided to the Bidder(s) on the terms and conditions set out in this tender document and all other terms and conditions subject to which such information is provided.

The purpose of this tender document is to provide the Bidder(s) with information to assist in the formulation of Proposals. This tender document does not purport to contain all the information each Bidder may require. This tender document may not be appropriate for all persons, and it is not possible for the CHIPS, their employees or advisors to consider the business/investment objectives, financial situation and particular needs of each Bidder who reads or uses this tender document. Each Bidder should conduct its own investigations and analysis and should check the accuracy, reliability and completeness of the information in this tender document and wherever necessary obtain independent advice from appropriate sources.

CHIPS, their employees and advisors make no representation or warranty and shall incur no liability under any law, statute, rules or regulations as to the accuracy, reliability or Completeness of the tender document.

CHIPS may, in its absolute discretion, but without being under any obligation to do so, update, amend or supplement the information in this tender document.

**1 FACT SHEET**

1	<b>Tender No.</b>	29301 /CEO/CHiPS/O&M/2018
2	<b>Name of the Work</b>	Annual comprehensive repair and maintenance for window/split ACs refrigeration & water coolers at SDC Building Civil Lines Raipur
3	<b>Name of the issuer of this tender</b>	CEO, CHiPS
4	<b>Date of issue of tender document</b>	26/03/2018
5	<b>Last Date for Submission of Bid</b>	16/04/2018 up to 05:00 P.M.
6	<b>Date of Technical Bid Opening</b>	16/04/2018 at 5:30 P.M.
7	<b>Date of Commercial Bid opening</b>	To be informed later
8	<b>Place of Bid Opening</b>	The CEO, CHiPS, State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
9	<b>Address of Communication</b>	State Data Center Building, Near Police Control Room, Civil Lines, Raipur, Chhattisgarh-492001
10	<b>Earnest Money Deposit (EMD)</b>	EMD amount of Rs.40,000 will be accepted online mode only.
11	<b>Availability of Tender Document</b>	Tender can be Downloaded from <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> & <a href="http://www.chips.gov.in">www.chips.gov.in</a>

12	Validity of Proposal	Proposals must remain valid 180 days after the Submission date.
13	Bid Submission	Bid Submission will be online through <a href="https://eproc.cgstate.gov.in">https://eproc.cgstate.gov.in</a> only.

**Note**

1. The date of opening of the commercial bids will be intimated to the qualified Bidders before the due date through Email or Telephone.
2. CHiPS reserve the right to change any schedule of bidding process. Please visit <https://eproc.cgstate.gov.in> regularly for the same.

**2 BACKGROUND INFORMATION****2.1 ABOUT CHiPS**

CHiPS, a Registered Society promoted by the Government of Chhattisgarh, is the nodal agency and prime mover for propelling IT growth and implementation of IT plans in the State. The Hon'ble Chief Minister heads the High Powered Governing Council of CHiPS It includes Minister for Finance & Commercial Taxes, Minister for Commerce & Industry, Minister of IT, Minister for Education, Minister for Panchayat & Rural Development, Chief Secretary, a representative from the Ministry of Information Technology in Government of India and eminent persons from IT industry. CHiPS is involved as State Designated Agency (SDA) in NeGP MMP's implementation of some mega IT Projects like CHOICE, e-Gram Suraj, GyanVinimay (e-classroom), e-Procurement, SWAN, SSDG, e-District, Bhuiyan and GIS, CSC'S. A professional approach is being adopted for the implementation of IT Projects using the services of e-governance experts and consultants from corporate and academia.

**2.3 ABOUT THIS Tender**

Chhattisgarh Infotech Promotion Society (CHiPS), the nodal agency of Department of Electronic & Information Technology and biotechnology,. Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at SDC Building Civil Line Raipur.

**3. ELIGIBILITY CRITERIA**

The bidder must possess the requisite experience, strength and capability in providing the services necessary to meet the requirements as described in the tender documents.. The bids must be complete

in all respect and should cover the entire scope of work as stipulated in the Tender document. The invitation to proposal is open to all bidders who qualify the eligibility criteria as given below:

S No.	Eligibility Criteria	Certificate or proof required.
1	The contractor should have been in the business of AC and refrigerator maintenance and operation for at least 3 year with an order of air conditioner maintenance of at least Rs. 20,00,000.00 (Rupees twenty Lakh Only) during the last three years(2015-16 to 2017-18) .	Copies of work order for all the 3 consecutive year
2	The bidder should be an 'A/B/C' Class Electrical Contractor having experience of Air conditioning work.	A valid Electrical Contractor License.
3	The bidder should have executed similar work during last three years in any government/PSU office having 1. At least one single order of 6.5 Lakhs during the last three year (2015-16 to 2017-18). OR 2. Two orders of 4 Lakhs each during the last three year (2015-16 to 2017-18) OR 3. Three orders of 3 Lakhs each during the last three year (2015-16 to 2017-18)	Copy of work order
4	EMD amount of Rs.40, 000 will be accepted in online mode only.	Online Mode
5	The bidder must have Registered in Class D Under unified registration system office of Engineer In Chief PWD Chhattisgarh.	Proof of Certificate
6	Annual accounts of firm for last three years. (2015-16 to 2017-18) .	Audited balance sheet/CA certificate
7	The bidder must have PAN form Income Tax Department & GST registration no form Excise Dept. The relevant document to be attached.	PAN and GST registration certificate

#### 4. Issue of Corrigendum

- a) The Officer notified by the CEO, CHPS will endeavor to provide timely response to the queries. However, CHPS makes no representation or warranty as to the completeness or



accuracy of any response made in good faith, nor does CHIPS undertake to answer all the queries that have been posed by the bidders.

- b) At any time prior to the last date for receipt of bids, CHIPS may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Bidder, modify the tender Document by a corrigendum.
- c) The Corrigendum (if any) & clarifications to the queries from all bidders will be posted on the <https://eproc.cgstate.gov.in> and CHIPS website [www.chips.gov.in](http://www.chips.gov.in)
- d) Any such corrigendum shall be deemed to be incorporated into this tender.
- e) In order to provide prospective Bidders reasonable time for taking the corrigendum into account, CHIPS may, at its discretion, extend the last date for the receipt of Proposals.

#### **4.1 Key Requirements of the Bid**

##### **4.4.1 Right to Terminate the Process**

- a) CHIPS may terminate the tender process at any time and without assigning any reason. CHIPS makes no commitments, express or implied, that this process will result in a business transaction with anyone.
- b) This tender does not constitute an offer by CHIPS. The bidder's participation in this process may result CHIPS selecting the bidder to engage towards execution of the contract.

##### **4.4.2 Tender Processing Fees**

Bidder needs to pay INR 1,000 for document processing through <https://eproc.cgstate.gov.in> during bid submission.

##### **4.4.3 Earnest Money Deposit (EMD)**

- a) EMD amount of Rs.40, 000 will be accepted in online mode only.

##### **4.4.4 Submission of Responses**

Please refer "Guidelines\_to\_Bidders\_EPS\_v1.1" PDF document downloaded along with this tender for bidding submission process.

#### **4.5. Preparation and Submission of Proposal**

##### **4.5.1 Proposal Preparation Costs**

The bidder shall be responsible for all costs incurred in connection with participation in the

tender process, including, but not limited to, costs incurred in conduct of informative and other diligence activities, participation in meetings/discussions/presentations, preparation of proposal, in providing any additional information required by CHiPS to facilitate the evaluation process, and in negotiating a definitive contract or all such activities related to the bid process. CHiPS will in no case be responsible or liable for those costs, regardless of the conduct or outcome of the bidding process.

#### **4.5.2 Language**

The Proposal should be filled by the bidders in English language only. If any supporting documents submitted are in any language other than English, translation of the same in English submission.

#### **4.5.3 Late Bids**

- a) CHiPS reserve the right to modify and amend any of the above-stipulated condition/criterion depending upon project priorities vis-à-vis urgent commitments.

#### **4.6. Evaluation process**

- a) CHiPS will constitute a Proposal Evaluation Committee to evaluate the responses of the bidders.
- b) The Proposal Evaluation Committee constituted by the CHiPS shall evaluate the responses to the tender and all supporting documents / documentary evidence. Inability to submit requisite supporting documents / documentary evidence, may lead to rejection.
- c) The decision of the Proposal Evaluation Committee in the evaluation of responses to the tender shall be final. No correspondence will be entertained outside the process of evaluation with the Committee.
- d) The Proposal Evaluation Committee may ask for meetings with the Bidders to seek clarifications on their proposals.
- e) The Proposal Evaluation Committee reserves the right to reject any or all proposals on the basis of any deviations.
- f) Each of the responses shall be evaluated as per the criteria and requirements specified in his tender.

#### **4.6.1 Tender Opening**

Received bids will be opened online. Participated bidders can be present online through portal (<https://eproc.cgstate.gov.in>). Physical presence may not be required however participating

bidders' authorized representatives can mark attendance online during bid opening.

#### 4.6.2 Tender Validity

The offer submitted by the Bidders should be valid for minimum period of 180 days from the date of opening of Tender.

#### 4.6.3 Tender Evaluation

i) Initial Bid scrutiny will be held and incomplete details as given below will be treated as non-responsive. If Proposals;

- a) Are not submitted in as specified in the tender document.
- b) Are found with suppression of details
- c) With incomplete information, subjective, conditional offers and partial offers submitted

ii) All responsive Bids will be considered for further processing as below.

Proposal evaluation Committee will prepare a list of responsive bidders, who comply with all the Terms and Conditions of the Tender. All eligible bids will be considered for further evaluation by a Committee according to the Evaluation process define in this tender document. The decision of the Committee will be final in this regard.

- a) Evaluation committee will examine the bids to determine whether they are complete, whether any computational errors have been made, and whether the bids are generally in order.
- b) The CHIPS may conduct clarification meetings with each or any bidder to discuss any matters, technical or otherwise.
- c) Further, the scope of the evaluation committee also covers taking any decision with regard to the Tender Document, execution/ implementation of the project including management period .Proposal shall be opened in the presence of bidders representatives who intend to attend at their cost. The bidders' representatives who are present shall sign a register giving evidence of their attendance
- d) Proposal document shall be evaluated as per the following steps.

**Preliminary Examination of Pre-qualification/Eligibility Criteria documents:** The Pre-qualification document will be examined to determine whether the bidder meets the eligibility criteria, whether the proposal is complete in all respects, whether the documents have been properly signed and whether the bids are generally in order. Any bids found to be non-responsive for any reason or not meeting the minimum levels of the performance or eligibility criteria specified in various sections of this Tender Document will be rejected and will not be considered further.

- **Evaluation of document:** A detailed evaluation of the bids shall be carried out in order to determine whether the bidders are competent enough and whether the technical aspects are substantially responsive to the requirements set forth in the Tender Document. Bids received would be assigned scores based on the parameters defined in the table below.

All supporting document submitted in support of Eligibility and Technical Evaluation matrix should comply the following:-

- i. Supporting document are to be submitted in both soft however CHiPS may request for hard copies in quality print as and when required
- ii. Supporting document should clearly indicate value of the completed project and scope of work/ services should be clearly highlighted.
- iii. Completion certificate should clearly indicate the value and duration of the project.
- iv. In case of Bidder is having Non-Disclosure Agreement (NDA) with their client no such experience will be counted (if agreement copy not submitted).
- v. Incomplete order copy submitted by the bidder will not be considered for evaluation.
- vi. In case of projects where order for recurring /Extension and subsequent order has been placed on the Bidder only the mentioned order value will be considered for evaluation.

#### **4.8. Modification and withdrawal of Bids**

- i. The Bidder is allowed to modify or withdraw its submitted proposal online any time prior to the last date and time prescribed for receipt of bids, by giving a written notice to the CHiPS.
- ii. Subsequent to the last date for receipt of bids, no modification of bids shall be allowed online.

#### **4.9. Proposal Forms**

- i. Wherever a specific form is prescribed in the Proposal document, the Bidder shall use the form to provide relevant information. If the form does not provide space for any required information, space at the end of the form or additional sheets shall be used to convey the required information.
- ii. For all other cases, the Bidder shall design a form to hold the required information.
- iii. CHiPS shall not be bound by any printed conditions or provisions in the Bidder's Proposal.

#### **4.10. Local Conditions**

- i. Each Bidder is expected to become fully acquainted with the local conditions and factors, which may affect the performance of the contract and /or the cost.

- ii. The Bidder is expected to know all conditions and factors, which may have any effect on the execution of the contract after issue of letter of Award as described in the bidding document. The CHiPS shall not entertain any request for clarification from the Bidder regarding such local conditions.
- iii. It is the Bidder's responsibility that such factors have been properly investigated and considered before submitting the proposal. No claim, what-so-ever, including that for financial adjustment to the contract awarded under the bidding document will be entertained by the CHiPS. Neither any change in the time schedule of the contract nor any financial adjustments arising there-of shall be permitted by the CHiPS on account of failure of the Bidder to know the local laws / conditions.
- iv. The Bidder is expected to visit and examine and study the location of Govt. offices in CG and its surroundings and obtain all information that may be necessary for preparing the proposal at its own interest and cost.

#### **4.11. Contacting the Chhattisgarh Infotech Promotion Society, Raipur**

- Any effort by a Bidder to influence the proposal evaluation, proposal comparison or contract award decisions may result in the rejection of the proposal.
- Bidder shall not approach CHiPS officers after office hours and/or outside CHiPS office premises, from the time of the proposal opening till the time the Contract is awarded.

#### **4.12. Tentative Schedule of Events**

Tentative schedule of events regarding this tender shall be as per the dates and time given in the Section-1: Fact Sheet.

#### **4.13. Opening of Proposal**

First, the envelope containing Earnest Money Deposit (EMD) will be opened online, and if found, that the bidder has furnished all the documents in the prescribed manner, then the second envelope containing Technical Proposal will be opened online.

The Evaluation Committee or its authorized representative will open the tenders online.

Sequence of online bid opening is as follows:

- a. EMD
- b. Technical
- c. Commercial

#### **4.14. Deciding Award of Contract**

- i. The CHIPS reserves the right to ask for a technical elaboration/clarification in the form of a technical presentation from the Bidder on the already submitted Technical Proposal at any point of time before opening the Commercial Proposal. The Bidder shall furnish the required information to CHIPS and its appointed representative on the date asked for, at no cost to the CHIPS. The CHIPS may at its discretion, visit the office of the Bidder any-time before the signing of Agreement.
- ii. CHIPS shall inform those Bidders whose proposals did not meet the eligibility criteria or were considered non-responsive, informing that their Commercial Proposals will be returned unopened after completing the selection process. CHIPS shall simultaneously notify those Bidders who qualify for the Evaluation process as described in this Tender Document, informing the date and time set for opening of Commercial Proposals. The notification may be sent by mail or fax.
- iii. The bidder's name, the Proposal Price, the total amount of each proposal and other such details as the Tendering Authority may consider appropriate, will be announced and recorded by the CHIPS at the opening of bid.
- iv. CHIPS shall inform those Bidders whose proposals are accepted via issuance of Letter of Acceptance (LoA) in duplicate copy. Bidder shall acknowledge the LoA and return the duplicate copy duly sealed and signed, within seven days from the issue of LoA by CHIPS.

After acceptance of LoA Performance Security shall be deposited as specified in this document for signing an Agreement with CHIPS. Special Condition for Awarding the Agreement:

- CHIPS will sign the Agreement with Successful Bidder for a period of 2 years.
- CHIPS may extend the Agreement for another 1 year period on satisfactory performance as per cost proposed in the price bid by successful bidder.

#### **4.15. Terms and Conditions: Applicable Post Award of Contract**

##### **4.15.1 Termination Clause**

##### **i) Right to Terminate the Process**

CHIPS reserves the right to cancel the contract placed on the selected bidder and recover expenditure incurred by CHIPS under the following circumstances:-

- The selected bidder commits a breach of any of the terms and conditions of the bid.

The bidder goes into liquidation, voluntarily or otherwise.

- An attachment is levied or continues to be levied for a period of seven days upon effects of the bid.
- If the selected bidder fails to complete the assignment as per the time lines prescribed in the tender and the extension if any allowed, it will be a breach of contract. The CHPS reserves its right to cancel the order in the event of delay and forfeit the bid security a liquidated damages for the delay.
- If deductions of account of liquidated damages /Penalty exceeds more than 10% of the total contract price.
- In case the selected bidder fails to deliver the services as stipulated in the delivery schedule, CHPS reserves the right to procure the same or similar services from alternate sources at the risk, cost and responsibility of the selected bidder.

After award of the contract, if the selected bidder does not perform satisfactorily or delays execution of the contract, CHPS reserves the right to get the balance contract executed by another party of its choice by giving one month notice for the same. In this event, the selected bidder is bound to make good the additional expenditure, which CHPS may have to incur in executing the balance contract. This clause is applicable, if for any reason, the contract is cancelled.

- CHPS reserves the right to recover any dues payable by the selected Bidder from any amount outstanding to the credit of the selected bidder, including the pending bills and/or invoking the bank guarantee under this contract.

## **II) Consequences of Termination**

- In the event of termination of the Contract due to any cause whatsoever, [whether consequent to the stipulated term of the Contract or otherwise], CHPS shall be entitled to impose any such obligations and conditions and issue any clarifications as may be necessary to ensure an efficient transition and effective business continuity of the Service(s) which the Vendor shall be obliged to comply with and take all available steps to minimize loss resulting from the termination/breach, and further allow the next successor Vendor to take over the obligations of the erstwhile Vendor in relation to the execution/continued execution of the scope of the Contract.
- Nothing herein shall restrict the right of CHPS to invoke the CHPS Guarantee and other guarantees, securities furnished, enforce the Deed of Indemnity and pursue such other rights and/or remedies that may be available CHPS under law or otherwise.
- The termination hereof shall not affect any accrued right or liability of either Party nor affect

the operation of the provisions of the Contract that are expressly or by implication intended to come into or continue in force on or after such termination.

#### **4.15.2 Liquidated Damages**

- Notwithstanding CHiPS s right to cancel the order, liquidated damages for late delivery at 1% (One percent) of the undelivered portion of order value per week will be charged for every week's delay in the specified delivery schedule subject to a maximum of 10% of the value of the order value.
- Please note that the above LD for delay in delivery and delay in commissioning are independent of each other and shall be levied as the case may be.
- CHiPS reserve its right to recover these amounts by any mode such as adjusting from any payments to be made by CHiPS to the bidder. Liquidated damages will be calculated on per week basis.

#### **4.15.3 Dispute Resolution Mechanism**

The Bidder and the CHiPS shall endeavor their best to amicably settle all disputes arising out of or in connection with the Contract in the following manner:

- a) The Party raising a dispute shall address to the other Party a notice requesting an amicable settlement of the dispute within seven (7) days of receipt of the notice.
- b) Matter will be referred for negotiation between Officer nominated by CHiPS and the Authorized Official of the Bidder. The matter shall then be resolved between them and the agreed course of action documented within a further period of 15days.

In case any dispute between the Parties, does not settle by negotiation in the manner as mentioned above, the same may be resolved exclusively by arbitration and such dispute may be submitted by either party for arbitration within 20 days of the failure of negotiations. Arbitration shall be held in Raipur and conducted in accordance with the provisions of Arbitration and Conciliation Act, 1996 or any statutory modification or re-enactment thereof. Each Party to the dispute shall appoint one arbitrator each and the two arbitrators shall jointly appoint the third or the presiding arbitrator.

The "Arbitration Notice" should accurately set out the disputes between the parties, the intention of the aggrieved party to refer such disputes to arbitration as provided herein, the name of the person it seeks to appoint as an arbitrator with a request to the other party to appoint its arbitrator within 45 days from receipt of the notice. All notices by one party to the other in connection with the arbitration shall be in writing and be made as provided in this tender document.

Each Party shall bear the cost of preparing and presenting its case, and the cost of arbitration, including fees and expenses of the arbitrators, shall be shared equally by the Parties unless the award otherwise provides. The Bidder shall not be entitled to suspend the Service/s or the completion of the



job, pending resolution of any dispute between the Parties and shall continue to render the Service/s in accordance with the provisions of the Contract/Agreement notwithstanding the existence of any dispute between the Parties or the subsistence of any arbitration or other proceedings.

#### **4.15.4 Notices**

Any notice given by one party to the other pursuant to this contract shall be sent to the other party in writing or by Telex, e-mail, Cable or Facsimile and confirmed in writing to the other party's address.

A notice shall be effective when delivered or tendered to other party whichever is earlier.

#### **4.15.5 Force Majeure**

Force Majeure is herein defined as any cause, which is beyond the control of the selected bidder or CHiPS as the case may be which they could not foresee or with a reasonable amount of diligence could not have foreseen and which substantially affect the performance of the contract, such as:

- Natural phenomenon, including but not limited to floods, droughts, earthquakes and epidemics.
- Acts of any government, including but not limited to war, declared or undeclared priorities, quarantines and embargos.
- Terrorist attack, public unrest in work area provided either party shall within 10 days from occurrence of such a cause, notifies the other in writing of such causes. The bidder or CHiPS shall not be liable for delay in performing his/her obligations resulting from any force majeure cause as referred to and/or defined above. Any delay beyond 30 days shall lead to termination of contract by parties and all obligations expressed quantitatively shall be calculated as on date of termination. Notwithstanding this, provisions relating to indemnity, confidentiality survive termination of the contract.

#### **4.16.5 Failure to agree with Terms and Conditions of the tender**

Failure of the successful bidder to agree with the Terms & Conditions of the tender shall constitute sufficient grounds for the annulment of the award, in which event CHiPS may award the contract to the next best value bidder or call for new proposals from the interested bidders or invoke the PBG of the most responsive bidder.

### **5. GENERAL**

#### ➤ Relationship between the Parties

- Nothing in the Contract constitutes any fiduciary relationship between the CHiPS and Selected Bidder/ Bidder's Team or any relationship of employer employee, principal and agent, or partnership, between the CHiPS and Selected Bidder.
- No Party has any authority to bind the other Party in any manner whatsoever except as

agreed under the terms of the Contract.

- CH $\bar{P}$ S will not be under any obligation to the Implementation Agency's Team except as agreed under the terms of the Contract.
- No Assignment
  - The Selected Bidder shall not transfer any interest, right, benefit or obligation under the contract without the prior written consent of CH $\bar{P}$ S.
- Survival
  - The provisions of the clauses of the Contract in relation to documents, data, processes, property, Intellectual Property Rights, indemnity, publicity and confidentiality and ownership survive the expiry or termination of this Contract and in relation to confidentiality, the obligations continue to apply unless CH $\bar{P}$ S notifies the Selected Bidder of its release from those obligations.
- Entire Contract
  - The terms and conditions laid down in the Tender and all annexure thereto as also the Proposal and any attachments/annexes thereto shall be read in consonance with and form an integral part of the Contract. The Contract supersedes any prior contract, understanding or representation of the Parties on the subject matter.
- Governing Law
  - This contract shall be governed in accordance with the laws of India.
- Jurisdiction of Courts
  - The High Court of India at Bilaspur, Chhattisgarh has exclusive jurisdiction to determine any proceeding in relation to the Contract.
- Compliance with Laws
  - The Selected Bidder shall comply with the laws in force in India in the course of performing the Contract.
- Notices
  - A "notice" means:
    - a notice; or
    - A consent, approval or other communication required to be in writing under the Contract. All notices, requests or consent provided for or permitted to be given under this Contract

shall be in writing and shall be deemed effectively given when personally delivered or mailed by pre-paid certified/registered mail, return receipt requested, addressed as follows and shall be deemed received two days after mailing or on the date of delivery if personally delivered:

To

The CEO,

Chhattisgarh Infotech Promotion Society, Raipur

SDC Building, Near Police Control Room,

Civil Lines Raipur- 492 001 (Chhattisgarh)

Tel: + 91 – 771 – 4014158

Fax: + 91 – 771 – 4014158

Email: [ceochips@nic.in](mailto:ceochips@nic.in)

To Selected Bidder at:

Attn:

Address:

[Phone:]

[Fax:]

Any Party may change the address to which notices are to be directed, by giving a notice to the other party in the manner specified above. A notice served on a Representative is taken to be notice to that Representative's Party.

➤ **Waiver**

- Any waiver of any provision of this Contract is ineffective unless it is in writing and signed by the Party waiving its rights.
- A waiver by either Party in respect of a breach of a provision of this Contract by the other Party is not a waiver in respect of any other breach of that or any other provision.
- The failure of either Party to enforce at any time any of the provisions of this Contract shall not be interpreted as a waiver of such provision.

➤ **Modification**

- Any modification of the Contract shall be in writing and signed by an authorized representative of each Party.

➤ **TAXES**

- Bidders are required to quote the charges inclusive of all Taxes. The same would be shown as a separate line item in the commercial form. Any upward/downward revision of taxes shall be applicable at the time of invoicing. However, to arrive at the bid value of the respective bidder, bidder has to quote the charges inclusive of all taxes mentioning the prevailing tax rates.
- The taxes, as applicable, shall be reimbursed by CH&PS to the selected bidder.

➤ **Application**

- These General Conditions shall apply to the extent that provisions in other parts of the Contract do not supersede them.

**5.1 Fraud and Corrupt Practices**

**i) Fraud and Corrupt Practices**

- The Bidders and their respective officers, employees, agents and advisers shall observe the highest standard of ethics during the Selection Process. Notwithstanding anything to the contrary contained in this tender, the CH&PS shall reject a Proposal without being liable in any manner whatsoever to the Bidder, if it determines that the Bidder has, directly or indirectly or through an agent, engaged in corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice (collectively the “Prohibited Practices”) in the Selection Process. In such an event, the CH&PS shall, without prejudice to its any other rights or remedies, forfeit and appropriate the Bid Security or Performance Security, as the case may be, as mutually agreed genuine pre-estimated compensation and damages payable to the Authority for, inter alia, time, cost and effort of the Authority, in regard to the tender, including consideration and evaluation of such Bidder s Proposal.
- Without prejudice to the rights of the CH&PS under Clause above and the rights and remedies which the CH&PS may have under the LoA or the Agreement, if an Bidder or Systems Implementation Agency, as the case may be, is found by the Authority to have directly or indirectly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice during the Selection Process, or after the issue of the LoA or the execution of the Agreement, such Bidder shall not be eligible to participate in any tender or tender issued

by the CHiPS during a period of < period, suggested 2 (two) > years from the date such Bidder, as the case may be, is found by the CHiPS to have directly or through an agent, engaged or indulged in any corrupt practice, fraudulent practice, coercive practice, undesirable practice or restrictive practice, as the case may be.

- For the purposes of this Section, the following terms shall have the meaning hereinafter respectively assigned to them.

➤ **“corrupt practice” means**

(i) the offering, giving, receiving, or soliciting, directly or indirectly, of anything of value to influence the action of any person connected with the Selection Process (for avoidance of doubt, offering of employment to or employing or engaging in any manner whatsoever, directly or indirectly, any official of the CHiPS who is or has been associated in any manner, directly or indirectly with the Selection Process or the LoA or has dealt with matters concerning the Agreement or arising there from, before or after the execution thereof, at any time prior to the expiry of one year from the date such official resigns or retires from or otherwise ceases to be in the service of the CHiPS, shall be deemed to constitute influencing the actions of a person connected with the Selection Process); or

(ii) save as provided herein, engaging in any manner whatsoever, whether during the Selection Process or after the issue of the LoA or after the execution of the Agreement, as the case may be, any person in respect of any matter relating to the Project or the LoA or the Agreement, who at any time has been or is a legal, financial or technical consultant/ adviser of the CHiPS in relation to any matter concerning the Project;

➤ **“fraudulent practice” means** a misrepresentation or omission of facts or disclosure of incomplete facts, in order to influence the Selection Process;

➤ **“Coercive practice” means** impairing or harming or threatening to impair or harm, directly or indirectly, any persons or property to influence any person participation or action in the Selection Process;

➤ **“undesirable practice” means**

(i) establishing contact with any person connected with or employed or engaged by CHiPS with the objective of canvassing,

(ii) lobbying or in any manner influencing or attempting to influence the Selection Process; or

(iii) having a Conflict of Interest; and

➤ **“restrictive practice” means** forming a cartel or arriving at any understanding or arrangement among Bidders with the objective of restricting or manipulating a full and fair

competition in the Selection Process.

## ii) Arbitration

CHiPS and the selected bidder shall make every effort to resolve amicably by direct informal negotiation any disagreement or dispute arising between them under or in connection with the Contract. If, after thirty (30) days from the commencement of such informal negotiations, CHiPS and the selected Bidder have been unable to amicably resolve the dispute, either party may require that the dispute be referred for resolution to The Director, Chhattisgarh infotech Promotion Society, Raipur, as single party Arbitrator in accordance with the Arbitration and Conciliation Act, 1996. Decision of arbitrator shall be final and binding to all parties.

All Arbitration proceedings shall be held at Raipur, Chhattisgarh, and the language of the arbitration proceedings and that of all documents and communications between the parties shall be in English.

**6. SCOPE OF WORK:** Annual comprehensive repair and maintenance contract for window/split ACs. Refrigerator & water cooler at SDC Building Civil Lines, Raipur.

### 6.1 AIR CONDITIONER REFRIGERATOR & WATER COLLERS MAINTENANCE WORK AT SDC

- 1 Annual maintenance contract will be comprehensive which includes gas charging in the A/C units & supply of all materials, parts their replacement that may be necessary during this contract as per the schedule for smooth for smooth functioning of AC System.
- 2 In case machine has to be removed from the premises to firm's workshops for heavy repairs, the firm has to install their own machine in CHiPS Premises as a standby arrangement.
- 3 Warranty of major replaced components like compressor, blower motor should be for minimum one year form date of commissioning.
- 4 All machines should be handed over to CHiPS in working condition after the expiry of the contract period.
- 5 The tender should have his own workshop in his name otherwise the name of workshop through, which necessary repairing job will be done by him/them should be furnished.
- 6 Any repaired defect or parts, if round faulty again/repeatedly, should be properly repaired or replaced.
- 7 if any deviation from the specifications is felt necessary. it shall be approved by the CHiPS, before proceeding with the work.
- 8 Prices quoted shall be FIRM. No price and variation clause shall be admissible.
- 9 The contractor shall be responsible for maintaining the cleanliness after the work.
- 10 Contractor will be required to make his/their own arrangements for the accommodation of his/their staff. Materials and tools etc. at his/their own risk and cost.
- 11 Contractor will be held responsible for repairing the loss occurred, if any, due to fittings/damaged/stolen etc from his custody without any additional charges.

- 12 Supervision of work shall be conducted by authorized representatives of CHiPS.
- 13 All the cost related to the inspection of material is to be borne by the tender.
- 14 The bidder has to attend the break down call promptly and rectify only defects at site immediately on getting intimation within maximum 02 Hrs.
- 15 All material used should comply with the latest Indian Standard Specifications.
- 16 The contractor shall furnish the permanent address & telephone nos. and 24 hrs contract no. (Mobile no) to CHiPS before starting the work
- 17 All safety precautions shall be taken to prevent accident while executing the work either to his workmen or the public. No compensation towards any accident will be paid by CHiPS.
- 18 The contractor shall be have to make arrangement for absolute checking of air conditioners in every 15 days and maintains a register to keep records about AC maintenance, complains and material consumed etc .
- 19 The bidder should inspect the condition of AC's before submitting the bid against this Tender.
- 20 Servicing and cleaning of Air conditioners, refrigerator& water coolers.

The rate quoted by the contractor/tendered for preventive, break down, annual schedule as per rate sheet and accepted by CHIPS, shall be firm and holds good till the completion of the work and shall not subject ort any variation No Claim whatsoever on this account shall be entertained at any stage.

Details Description for quantity of work:

<b>S. No.</b>	<b>Description</b>	<b>Qty</b>
	Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & coolers at SDC Building Civil Lines, Raipur	
1.	1.5 T split type Air Conditioner	02 No
2.	2 T Split Type Air Conditioner	12 No
3.	2 T Cassette Type AC	26 No
4.	3.0 T Cassette Type AC	07 No
5.	Fridge	03 No
6.	Water cooler 40ltr	03 No

Schedule – B

**General Terms and Conditions Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers Work at SDC, Raipur**

**1. Damage to the articles in the premises:**

The Contractor shall be responsible for any damage to the Safe Fixtures Furniture and other installation under their possession in the Building & Campus in normal course or during the course of any work under progress, which in the opinion of CHiPS is due to negligence or carelessness or any fault on Contractor's part or that of its Manager or Workmen or Agent. Contractor shall be liable to pay to CHiPS such amount in respect of such damage as may be assessed by CHiPS or any officer/staff authorized in this behalf.

**2. Personal Supervision:**

It will be the Contractor's responsibility to ensure that the obligations under the terms of this contract are duty performed and observed by the contractor and their staff.

**3. Complaints and Improvements:**

The Contractor has to record properly and solve the complains related to AC and refrigeration.

**4. Settlement of Accounts:**

Tax deduction at source will be done as per the Govt. rules. The amount equivalent to any damages/loss etc. caused to CHiPS by the workmen employees of the Contractor or any other charges (penalties and other deduction etc.) will be recovered as decided by CHiPS

**5. Termination of the Contract:**

- I. In the event of instances of gross misbehavior, theft, burglary, moral turpitude, etc. by the contractor or by any staff of the Contractor or agent of the Contractor, CHiPS may forthwith terminate this contract summarily without any notice to contractor and Contractor shall have no clam whatsoever against CHiPS or any of its officers in consequence of such termination.
- II. CHiPS shall have the right to withhold/deduct any reasonable sums from the amounts payable to the contractor under this contract. if the contractor commits breach of any of the terms and conditions or fails to perform to the satisfaction of CHiPS and the quality of performance of contract with regard to AC, Refrigeration and water cooling system operational maintenance is found unsatisfactory, Besides, CHiPS shall also have the right to terminate this contract as per the conditions given below:
  - a. The contract shall be terminated without notice on gross violation or by efflux of time. It may be terminated on account of un-satisfactory services by issuing seven days notice at the option of CHiPS.



- b. On termination of contract by CHiPS for any reason whatsoever. CHiPS shall be entitled to engage the services of any other person, agency or contractor to meet the requirements without prejudice to its rights including claim for damages against the contractor.

**6. Contractor to vacate the site on Termination/Expiry:**

Immediately on the termination or expiry of this contract, the Contractor and its employees and agents shall peacefully vacate the premises and handover to CHiPS all articles, equipment, associated with the, belonging to CHiPS and entrusted in its custody and shall remove all its stores and effects. In case of default, CHiPS shall be entitled to enter into the same or remove stores or the effects wherever lying to the Contractor and to dispose of the same by sale or otherwise without being for any damage.

**7. Disputes Resolution:**

All questions, disputes and/or difference arising under or in connection with this maintenance work contract shall be referred to the sole arbitration of Secretary (Electronics & IT), Govt. of Chhattisgarh. The award of the arbitrator so appointed shall be final and binding. All disputes shall be jurisdiction of courts of District Raipur only.

**8. Contract period.**

- I) Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at the State Data Center Building is for a period of 2 years from date of acceptance of work order.

**9. Payment Term**

- I) CHiPS will pay 12.5% per quarter for amount quoted for Annual Work in Eight Installment at the end of every quarter on satisfactory performance.

**10. Penalty Clause**

- 1) If the contractor fails to attend the fault or any maintenance work within 2 Hrs from the time of fault, than 200 Rs per Hrs will be deducted from final payment.
- 2) if any damage or accident took place due to negligence than 0.5% penalty from Particular quarter will be deducted. Total penalty under Annual Maintenance Work will be capped up to 10% of quarterly payment.
- 3) If the breakdown call is not rectified within 02 Hrs from the time of information and appropriate standby units is not provided then the penalty of Rs 100 Per Hrs will be deducted from quarterly payment.

**11. Special Terms**

- a. The contractor shall not be allowed to carry away any material/item out of the Building & Campus without the prior permission of CHiPS. The Contractor shall co-operate with the other Contractors working in the Building & Campus.
- b. The disposal of scrap/cartons of scrap materials related to the work in any area inside the Building & Campus will not be dumped or left unattended anywhere in the Building & Campus Properly on same day basis without fail.

- c. The Contractor should take all precautionary measure to ensure to ensure the safety of his workmen and CHiPS shall not be responsible in case of any eventuality. The insurance indemnification of his workman against any eventualities shall be primary and sole responsibility of the contractor.
- d. CHIPS reserve the right to reject any particular workman/staff employed by the Contractor under contract with it without assigning any reason thereof. Such staff will have to leave the Building & Campus at short notice and will be replaced by the suitable substitute.
- e. Any change in staff of the Contractor must be informed to CHiPS.
- f. The Contractor will undertake to render the specialized first class services to CHiPS as per the requirement and satisfaction of CHiPS as per the requirement and satisfaction of CHiPS form time to time. The existing services to be rendered and covered under this contract have been set out in the scope of work at Schedule “A”, and general terms and conditions at Schedule “B”.
- g. the contractor and all is employees shall at all time during the continuance of the contract obey and observe all directions and instructions which may be given by CHiPS concerning in respect of the Checking, repairing and troubleshooting for AC, Refrigerator and water cooler of SDC Building.
- h. In case the contractor assigns or sub-contracts this contract without written approval of CHiPS or attempt to do so, CHiPS shall have the right to terminate the contract without giving any notice to the bidder.
- i. The Designated Officer of CHiPS shall be the sole authority to judge and decide on the quality of the services rendered by the contractor. All questions relating to the performance of the obligations under the maintenance contract and all the disputes and differences which shall arise either during or after the maintenance contact period or matters, arising out of or relating to the maintenance contact or payments to the be made in pursuance there shall be decided by CHiPS. The contractor hereby agrees to be bound by the decision of CHiPS.
- j. The Contractor will be required to deposit a security deposit of Rs. 20,000/- (Rs Twenty Thousand only) in the form of Demand Draft of a Nationalized bank in favor of CEO CHiPS or the EMD submitted by the contractor in ht Technical Bid will considered as a security deposit for the contract. The security deposit would be appropriated towards loss or damages caused by the contractor or the amount of value of shortage or breakage in the items entrusted to the contractor or interest shall be payable by CHiPS on EMD/ Security deposit. The EMD/SD shall he released only after expiry of contract period. The EMD/SD of unsuccessful bidders will be refund only after the completion of tender process.
- k. The contractor shall bear all the costs and expenses in respect of all charges, stamp duties etc, relation to this contract.
  - l. Notwithstanding anything contained herein before, it is agreed that CHiPS shall have the right to alter , modify and or add such other terms and conditions considered necessary and the contractor in such case shall abide by the same.
- m. The contractor shall be responsible for general cleanliness, hygiene of the portion occupied by them in the substation and also furniture and fixture therein.

- n. The contractor shall maintain highest standard and quality in the services , CHiPS shall also have the right to insist on getting any service of maintenance, which has already been performed if the same was not carried out to the satisfaction of CHiPS.
- o. The safety appliances equipments are to be provided by the contractor and cost thereof shall be borne by the contractor. It is responsibility of contractor that the assigned staff is adopting proper safety precautions. using proper ISI marked safety appliance and permitted to work only on the ground at assigned spots only. The staff is not permitted to work on live lines.
- p. The staff deployed for work should have sufficient experience of doing such jobs.
- q. The accepted rate as in commercial bid shall-remain unchanged throughout contact period. Also no additional amount is payable for non working, Holiday and additional hours, if any.
- r. For any unforeseen happenings/accident/causalities, liability lies on part of contract, CHiPS will not bear any compensation whatsoever in any case.
- s. The contractor will be liable for due observation and implementation of the statutory conditions or requirements of labor laws as applicable to him as well as to his workers.

**ANNEXURE I: Commercial Bid**

**(To BE FILLED ONLINE IN e-PROCUREMENT PORTAL ONLY. IF ANY BIDDER UPLOADS THE FINANCIAL PROPOSAL IN ENVELOPE A OR B THEN BID SHALL BE REJECTED)**

To,

The CEO,  
 Chhattisgarh Infotech & Promotional Society (CHiPS),  
 State Data Centre Building, Near Police Control Room,  
 Chhattisgarh – 492001  
 Tel: +91-771-4014158  
 Fax: +91-771-4014158

Reg .- Tender for Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at SDC – Commercial Bid.

Sir,

This has reference to your tender for Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at SDC followed by my technical bid. I have read all the terms and the conditions as stipulated in the technical and commercial did. I am ready to execute the Work order as mentioned in the tender documents. I have gone through all the terms & conditions contained in the tender document and already give my acceptance for it. I confirm that I fulfill the eligibility criteria as stipulated by you in the tender.

S.No.	Description	Qty.	Rate (Rs. Per Unit per year)	Total Amount in INR
	Annual comprehensive repair and maintenance contract for window/split ACs, refrigerator & water coolers at SDC Building Civil Lines, Raipur			
1	1.5 T split type Air Conditioner	02 No		
2	2 T Split Type Air Conditioner	12 No		
3	2 T Cassette Type AC	26No		
4	3 T Cassette Type AC	07 No		

6	Fridge	03 No		
7	Water cooler 40ltr to 100 ltr Capacity	03 No		
TOTAL				
GST Tax @ 18%				
Total AMC Charges for one year				

**ANNEXURE II: PARTICULARS OF THE BIDDERS**

Scanned copy of original as (duly signed by bidder) as part of Technical Proposal to be uploaded online-(Envelope –B online)

<b>SI No.</b>	<b>Information Sought</b>	<b>Details to be Furnished</b>
1	Name and address of the bidding Company	
2	Incorporation status of the firm (public limited / private limited, etc.)	
3	Year of Establishment	
4	Date of registration	
5	ROC Reference No.	
6	Details of company registration	
7	Details of registration with appropriate authorities for service tax	
8	Name, Address, email, Phone nos. and Mobile Number of Contact Person	