



National Law University Odisha

(Established by Odisha Act IV of 2008)

QUOTATION CALL NOTICE

No.NLUO/Admin/ROCOOLER/21

Dt. 12.10.2021

The Registrar(I/c), National Law University Odisha, Cuttack invites sealed item rate quotations up to 11.00 A.M. on dt. 22.10.2021 for the following work:-

Name of the Work: COMPREHENSIVE ANNUAL MAINTENANCE OF WATERPURIFIERS AND WATER COOLERS installed at NLUO, Cuttack.

Paper Cost	₹.1,000.00
EMD	₹.5,000.00
Time of Completion	01 (One) year from the date of acceptance of the work order/LOI.
Last date & time of receipt of Quotation	22.10.2021 at 11.00 AM
Date & time of opening of Quotation	22.10.2021 at 11.15 AM

Quotation documents containing Eligibility Criteria, Terms and Condition can be downloaded from the website of the, National Law University Odisha, Cuttack by the payment of Paper Cost (Non-refundable) in the shape of Demand Draft from any scheduled Bank in favour of *REGISTRAR, National Law University Odisha* payable at *Cuttack* within the schedule date and time.

Intending eligible bidders must enclose PRE QUALIFICATION documents i.e. self-attested true copies of original documents, (i) GST Registration,(ii) PAN,(iii) similar experience of work(AMC of water purifiers &/ water coolers along with paper cost(for documents downloaded from website) & EMD from any scheduled Bank in favour of REGISTRAR, NLUO payable at Cuttack in a sealed ENVELOPE and must be super-scribed with Name of the Work: “**COMPREHENSIVE ANNUAL MAINTENANCE OF WATERPURIFIERS AND WATER COOLERS.**” and to be addressed to “The Registrar, National Law University Odisha, Kathajodi Campus, SEC - 13, CDA, Cuttack – 753015”. The Sealed quotation should be dropped at drop box kept at *Reception area of Administrative Block* or can be sent through Speed Post/Registered Post only on or before scheduled date & time. The quotation received beyond scheduled date & time because of any reason will not be acceptable at any circumstances. NLUO will not be responsible for any delay. Correction/overwriting must be avoided.

In the absence of Pre Qualification documents duly stamped & signed by the bidder /paper cost/EMD/copy of quotation call notice duly stamped & signed by the bidder in each & every page/contact no. & address of bidder on the envelope/incomplete price bid will be rejected.

The institute reserves the right to reject any/all prospective application at any time without assigning any reason thereof.

For any clarification please contact: Shri K.K. Patanaik, Asst. Registrar, National Law University Odisha, Kathajodi Campus, SEC-13, CDA, Cuttack – 753015, Odisha (India), Tel.No. +91 671 2338014-17 extn. 5009.Email: kkp@nluo.ac.in

Sd/-
Registrar(I/c)
NLUO



TERMS AND CONDITIONS:-

1. **Scope of works:** Details enclosed at schedule as Annexure-I.
2. **Taxes and Duties:** The price to be quoted by the bidder in the schedule must be inclusive
3. of all taxes, duties as applicable except GST.
3. **Duration of contract:** The work shall be for a period of 01(one) year from the date of acceptance of the work order/LOI. It may be further continued with same term and condition and price on mutual consent.
- 3- **Specification:** The AMC offered must be as per the specifications of the bid document.
- 4- **Terms of Payment:** The payment shall be made as per actual number of machines serviced & raised through bills within 02(Two) weeks from the date of submission of bill in all respect after successful completion of the work to the satisfaction of Officer-in-charge. Deduction of taxes at source will be made as applicable from time to time. EMD will be released after completion of contract obligation.
- 5- **Terms of Service:-**
 - a) Services will be on demand and when required in the event of any breakdown including quarterly service.
 - b) All Electricals parts like pump, adaptor, UV lamp, compressor etc, circuit boards/PCB/processors etc. and mechanical parts shall be covered under comprehensive free repair/replacement, including the consumables; those have a specific life and which depends on the quality raw water and use of machines by the user (NLUO). Any of the spare parts liable for change are to be produced before/reported to Officer-in-charge and after due permission can be taken away by the Service Provider.
 - c) Service under this contract excludes the following:
 - i. Painting of body, top and bottom.
 - ii. Chrome plating of the nuts and bolts and other decorative materials.
 - d) For repairs necessitating the removal of the Machine(s) or any parts, thereof, to the works of Agency, the agency will have to bear the transport cost both onward and return.
 - e) The Machine(s) should be in good working condition at the time of handing over the Machines when contract closes. In case of any defect, what's over, the Agency should be liable to make it in good working condition, otherwise NLUO will levy penalty or blacklisting or both to the Agency.
 - f) The Machine(s) should be made available for servicing to the authorized representative of the Agency. Failure to do so will be treated as a service rendered and no penalty shall be levied to the Agency.
 - g) Every visit by service Technician will be made within reasonable time from receipt of complaint and will attend during normal working hours only.
 - h) The Liability of Agency Shall be limited to providing service and replacing parts as covered by this contract and shall not be liable for any damage, death, injuries or any consequential damage of whatsoever nature to any or property, by use or operation of the Machine(s). The Agency shall not be responsible for any damage caused to the machine due to flood, fire, riot, accident, damage by users, improper or negligent use, tampering, leakage from pipes, voltage fluctuations etc and normal wear and tear is expected.
 - i) This contract is not terminable before the expiry nor transferable in the event of resales /gift to any other person. This contract is not transferable from one place to other place, valid within NLUO premises at CDA, Sec-13, Cuttack only.
 - j) Contract charges are payable after servicing and placing satisfactory service reports signed by user departments will be drawn by Cheque in favour of service provider.
 - k) Renewal of the service contract after its expiry will be at the mutual consent and depending upon the model / age of the machine(s).
 - l) The Agency shall not take any responsibility to notify the renewal to the NLUO. The date of renewing rests with the NLUO.



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- m) In the event of the complaint, representatives of NLUO shall quote their name, designation and the contact number and shall be responsible to provide remarks (satisfactory service or not) along with details of service rendered.
- n) This contract sets out all terms and conditions of which the Agency agrees to service and cancels and supersedes all prior agreements, oral or written between the parties on the subject matter.
- o) The Agency has the option to terminate the service contract if Machine(s) is/are serviced /repaired by any party other than authorized technician of the Agency or in case of change ownership. The Agency's liability shall be limited to NLUO and shall not apply or extend to any secondary or subsequent sale of the said Machine(s).
- p) The Agency will be responsible / liable for any defects arising from misuse or maintenance by service provider, negligence, accident and damage caused during shifting or transportation.
- q) No employee of the Agency or a business partner other than authorized officer has an authority to waive or vary any of the terms of this contract.
- r) All mentioned Price/ Rates subject to revise with mutual consent only.
- s) This Contract is subject to "Force Measure".
- t) Any dispute or difference of any nature what's ever arising out of or in relation to this contract or any manner identical there to any claim, cross claim, counter claim or setoff regarding any right liability act or omission of any of the parties here to shall be referred to soul arbitration of the arbitrator to be nominated by the company. The award of the arbitrator shall be final, conclusive and binding on both the parties here to. Such arbitration shall be held at Cuttack and courts of Cuttack alone have jurisdiction to deal with arbitration proceeding and award in accordance with Law. All disputes are subject to jurisdiction of Cuttack Courts only.
- u) One Time Correction Cost(OTC) to be intimated to NLUO after award of contract and verification to be made of machines before commencement of AMC service.
- v) The agency shall be solely responsible for compliance to provisions of various Labour, Industrial and any other Laws applicable and all Statutory Obligations such as Wages, Allowances, Compensations, EPF, Bonus, Gratuity, ESI etc. relating to personnel deployed for providing service to NLUO, Cuttack. The client shall have no liability in this regard.
- w) The Agency shall be solely responsible for any Accident/Medical/Health related Liabilities/Compensation for the personnel deployed for providing service NLUO, Cuttack site. The Client shall have no liability in this regard.
- x) Any violation of Instructions/Agreement or Suppression of facts will attract cancellation of Agreement without any reference or any notice period.
- y) The Contract can be terminated by giving 01 (One) Month Notice by either party.
- z) In case of Non-Compliance with the contract, the Client reserves its right to :-
 - i. Cancel/Revoke the contract; **and/or**
 - ii. Impose penalty up to 10% of the total Annual Value of Contract.
- aa) The personnel provided by the Agency will not claim to become the employees of NLUO, Cuttack and there will be no employee and Employer relationship between the personnel engaged by the Agency & NLUO, Cuttack.
- bb) There would be no increase in rates payable to the Agency during the Contract Period except.
- cc) Decision of Client in regard to interpretation of the Terms & Conditions of the Tender shall be final and binding on the Agency.
- dd) The Agency shall ensure full compliance with Tax Laws of India with regard to this contract and shall be solely responsible for the same. The Agency shall keep Client fully indemnified against liability of Tax, Interest, Penalty and any other legal Liability etc. of the Agency in respect thereof, which may arise. No Service Tax will be paid by NLUO, Cuttack. The Books of Accounts of the Agency as regards this outsourcing work shall be open for examination by the Institute as and when required.

6- **Liquidated Damage:** Liquidated damage @ 1% on the value of work lagging behind per week of delay in service shall be levied subject to maximum 10(Ten)% of Contract price.



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- 7- **Submission of quotation** - All sealed quotations must be dropped in the drop box kept at reception of Administrative Block, NLUO at Cuttack or by Speed /Registered Post on or before the scheduled date & time. The quotations received beyond scheduled date & time will not be acceptable at any circumstances. NLUO will not responsible for any postal delay. The quotation must be addressed to **The Registrar, National Law University Odisha, Kathajodi Campus, SEC - 13, CDA, Cuttack - 753015**, so as to reach within the specified period.
- 8- **Labour License:** The bidder has to abide by the labour rules & regulations as per Govt. of Odisha /Govt. of India from time to time.
- 9- **Safety Rules:** - Safety rules to be followed strictly while carrying out the whole work. The Institution does not hold responsibility for any untoward situation arises due to violation of rules or negligence.
- 10- The Bidder shall personally be responsible for the conduct of his staff and in case of any complaint against any staff; Bidder will be under obligation to change the worker as per the decision of the competent authority of NLUO. The bidder shall observe all the laws and will be responsible for any prosecution or liability arising out from breach of any of those laws. NLUO will not hold any responsibility with regard to staff on the role of the bidder whatsoever.
- 11- **Technician:** Trained & technically qualified technicians to be engaged in the work.
- 12- It will be the sole responsibility of the Bidder to abide by the provisions of acts as to the workers engaged by him for performance of this contract:
- 13- Any liability arising on NLUO because of any damage caused by the bidder during work execution shall be deducted from the bills of the Bidder and if the full amount is not recovered then the same shall be recovered from the security deposit of the Bidder. There would be no liabilities towards the workers of the Bidder by NLUO.
- 14- **Place of work:** The whole work to be carried out in NLUO at Cuttack.
- 15- **Jurisdiction of the Court:** Dispute/Litigation if any, arising out of this contract shall be deemed to have been entered into at Cuttack under jurisdiction of Odisha High Court, Cuttack.

Sd/-
Registrar (I/c), NLUO



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Annx.-II

FORM FOR DETAILED INFORMATION BY BIDDER

Name of Firm/Contractor/Supplier	:
Complete Address for Communication	:
Name of Proprietor/Partner/Managing Director/Director	:
Phone Number	:
Mobile Number	:
E-Mail ID	:
Whether the firm is a registered Firm (Yes/No. Attach Copy of Certificate)	:
PAN Number. (enclose the attested copy of PAN Card)	:
GST Number (enclose the attested copy of GSTN Certificate)	:
Whether the firm has deposited Earnest Money Deposit (EMD).	:
Details of paper cost	÷
Details of EMD	÷
Any other information, if necessary.	:

(Authorized Signature
of the Bidder with
Seal)



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ANNEXURE-I

SCHEDULE

Name of the work: **COMPREHENSIVE ANNUAL MAINTENANCE OF WATERPURIFIERS AND WATER COOLERS at NLUO, Cuttack.**

<u>Sl.</u>	<u>Description</u>	<u>Qty</u>	<u>Unit</u>	<u>Rate</u>	<u>Amount</u>
1	Comprehensive AMC of Water purifier (Kent RO),rate per quarter	47.00	Each		
2	Comprehensive AMC of Water purifier (Eureka Forbes-Aqua guard) ,rate per quarter	04.00	Each		
3	Comprehensive AMC of Water Cooler(Voltas) ,rate per quarter	44.00	Each		
4	Comprehensive AMC of Water Cooler (Usha) ,rate per quarter	04.00	Each		
5	Comprehensive AMC of Water Cooler(Eastern) ,rate per quarter	01.00	Each		
6	Comprehensive AMC of Water Purifier-cum-Cooler (Eureka Forbes-Aqua guard) ,rate per quarter	9.00	Each		
				TOTAL =	

Grand Total (in word).....

*In case of ambiguity in rate quoted & amount mentioned, lowest among them will only be considered.

No. of Corrections :

No. of Over writings:

NOTE:-Bidders are required to quote against each item legibly and arrive at the total cost of work. All pages should be duly signed by the bidder failing which the bid may be rejected.

SIGNATURE OF BIDDER WITH STAMP