



F.No.11-8/Admin/Estate/AMC Air Conditioners/24-25

Date 14.08.2024

TENDER No. 5/2024-25

Sealed tenders are invited from the registered firms for AMC of AC Units at ICAR-IIRR, Hyderabad-500030.

Sl.No	Description	EMD
1.	Annual Maintenance Contract for Air Conditioners	Rs. 5000.00

The Tender form, along with specifications is available at IIRR website (<https://gem.gov.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 IIRR ACCOUNT** payable at Hyderabad should reach this office on or before **03:00 P.M.** on closing date of the bid. 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.



भारतीय चावल अनुसंधान संस्थान
राजेंद्रनगर, हैदराबाद - 500 030
ICAR-Indian Institute of Rice Research
(formerly Directorate of Rice Research)
(Indian Council of Agricultural Research)



Rajendranagar, Hyderabad - 500 030; www.icar-iirr.org ; email: director.iirr@icar.gov.in
Director: 040-24591216/218; Chief Admin Officer: 040-24591321; Fax:040-24591217; email: hoa.iirr@icar.gov.in

F.No.11-8/Admin/Estate/AMC Air Conditioners/24-25

Date 14.08.2024

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 Rice 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,



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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.

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.



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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 fail 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.
- 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.



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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 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 bidders have to submit bids on GeM Portal.
 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.

Chief Administrative Officer



Annexure-I

S. No.	Particulars	Quantity	Rate Rs	Amounts Rs
1	1.5 Ton Window Type	14		
2	1 Ton Split Type	4		
3	1.5 Ton Split Type	150		
4	2.0 Ton Split Type	40		
5	4.0T Ceiling Mounted	14		

Chief Administrative Officer



Bid Number/बोली क्रमांक (बिड संख्या):
GEM/2024/B/5291044
Dated/दिनांक : 14-08-2024

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	28-08-2024 16:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	28-08-2024 16:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Agriculture And Farmers Welfare
Department Name/विभाग का नाम	Department Of Agricultural Research And Education (dare)
Organisation Name/संगठन का नाम	Indian Council Of Agricultural Research (icar)
Office Name/कार्यालय का नाम	Icar-indian Institute Of Rice Research
Item Category/मद केटेगरी	Annual Maintenance service-AIR CONDITIONER
Contract Period/अनुबंध अवधि	1 Year(s) 4 Month(s) 18 Day(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	2 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	3 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	No
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No

Bid Details/बिड विवरण	
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	510000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	5000

ePBG Detail/ईपीबीजी विवरण

Required/आवश्यकता	No
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(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज प्रस्तुत करने हैं। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लाभार्थी :

Director ICAR-IIRR
Icar-indian Institute Of Rice Research, Department of Agricultural Research and Education (DARE), Indian Council of Agricultural Research (ICAR), Ministry of Agriculture and Farmers Welfare
(Dr. R M Sundaram)

Splitting/विभाजन

Bid splitting not applied/बोली विभाजन लागू नहीं किया गया.

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
3. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
4. Purchase preference will be given to MSEs having valid Udyam Registration and whose credentials are validated online through Udyam Registration portal as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail themselves of the Purchase preference, the bidder must be the manufacturer / OEM of the offered product on GeM. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises and hence resellers offering products manufactured by some other OEM are not eligible for any purchase preference. In respect of bid for Services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered product or service and Buyer will decide eligibility for purchase preference based on documentary evidence submitted, while evaluating the bid. If L-1 is not an MSE and MSE Seller (s) has / have quoted price within L-1+ 15% (Selected by Buyer) of margin of purchase preference /price band defined in relevant policy, such MSE Seller shall be given opportunity to match L-1 price and contract will be awarded for 100% (selected by Buyer) percentage of total quantity. The buyers are advised to refer the OM No. F.1/4/2021-PPD dated 18.05.2023 [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if seller is validated on-line in GeM profile as well as validated and approved by Buyer after evaluation of documents submitted.
5. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
6. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March prior to the bid opening): -
 1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
 2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
 3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Site Address/ Pre Bid Meeting venue and date:IIRR, Rajendranagar, Hyderabad

Specific Scope:[1723630363.pdf](#)

Annual Maintenance Service-AIR CONDITIONER (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	As per the tender documents
Amc Brand	As per the tender documents
Nominal Cooling Capacity in TON	As per the tender documents
Vintage	As per the tender documents
Technology of Air Conditioner	As per the tender documents
Number of Routine/ Preventive Maintenance Service Per Year	As per the tender documents
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	Non- Comprehensive
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Boddu Vidyanath	500030,ICAR-Indian Institute of Rice Research Rajendranagar, Hyderabad 500030	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें

1. Generic

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Service & Support

AVAILABILITY OF OFFICE OF SERVICE PROVIDER: An office of the Service Provider must be located in the state of Consignee. DOCUMENTARY EVIDENCE TO BE SUBMITTED.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.
6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---