



Bid Number/बोली क्रमांक (बिड संख्या)<sup>:</sup> GEM/2025/B/5782058 Dated/दिनांक : 06-01-2025

# Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण			
Bid End Date/Time/बिड बंद होने की तारीख/समय	20-01-2025 11:00:00		
Bid Opening Date/Time/बिड खुलने की तारीख/समय	20-01-2025 11:30:00		
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	90 (Days)		
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Home Affairs		
Department Name/विभाग का नाम	Central Armed Police Forces		
Organisation Name/संगठन का नाम	National Security Guard (nsg)		
Office Name/कार्यालय का नाम	26 Scg, Nsg		
क्रेता ईमेल/Buyer Email	buycon6.nsgn.mh@gembuyer.in		
ltem Category/मद केटेगरी	Annual Maintenance service-AIR CONDITIONER		
Contract Period/अनुबंध अवधि	1 Year(s)		
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	12 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 छ्टट/ and Turnover/टर्नओवर के लिए एमएसई को छ्ट प्राप्त है	Yes		
Startup Exemption for Years of Experience and Turnover/ अनुभव के वर्षों से स्टार्टअप छूट	Νο		
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (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 Details/बिड विवरण	
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	Yes
RA Qualification Rule	H1-Highest Priced Bid Elimination
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	3 Days
Estimated Bid Value/अनुमानित बिड मूल्य	668712
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	Νο
Mediation Clause	No

### EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाईजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	13374

### ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%)/ईपीबीजी प्रतिशत (%)	3.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	14

(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 शतों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित केटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई केटेगरी के अंतर्गत केवल वस्तुओं के लिए बिनिर्माता 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 :

Group Commander 26 SCG, NSG, JVLR, Milind Nagar, Andheri (E), Mumbai. (Group Commander)

### 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

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 to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference 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 service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the 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 the credentials of the service provider are validated online in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents. 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 guoted 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.

7. Reverse Auction would be conducted amongst all the technically qualified bidders except the Highest quoting bidder. The technically qualified Highest Quoting bidder will not be allowed to participate in RA. However, H-1 will also be allowed to participate in RA in following cases:

- i. If number of technically qualified bidders are only 2 or 3.
- ii. If Buyer has chosen to split the bid amongst N sellers, and H1 bid is coming within N.
- iii. In case Primary product of only one OEM is left in contention for participation in RA on elimination of H-1.
- iv. If L-1 is non-MSE and H-1 is eligible MSE and H-1 price is coming within price band of 15% of Non-MSE L-1
- v. If L-1 is non-MII and H-1 is eligible MII and H-1 price is coming within price band of 20% of Non-MII L-1

### Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Site Address/ Pre Bid Meeting venue and date:TC (Elect), 26 SCG NSG, Milind Nagar, JVRL, Andheri(E), Mumbai- 400072 and date - 06/01/2024 , Time- 1100 hrs

Specific Scope:<u>1735995707.pdf</u>

### Pre Bid Detail(s)

Pre-Bid Date and Time	Pre-Bid Venue	
06-01-2025 11:00:00	26 SCG NSG JVLR Milind Nagar Andheri (E) Mumbai	

### Annual Maintenance Service-AIR CONDITIONER (5)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification Values	
Core	
Amc Category	Air Conditioner-IS 1391
Type Of AIR CONDITIONER	Window AC , High Wall Split AC
Amc Brand	Voltas LG Blue star Hitachi Haier Lloyd Intec Samsung
Nominal Cooling Capacity in TON	1.0 Ton/3000 kcal/hr
Vintage	3 to 5 years , 5 to 7 years , 7 to 9 years
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional
Type of AMC	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
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S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	Quantity	Additional Requirement/अतिरिक्त आवश्यकता
1	Abhinav Pandey	400072,26 SCG , NSG, JVLR Near IES School Milind Nagar, Andheri East, Mumbai	5	N/A

# Annual Maintenance Service-AIR CONDITIONER (38)

### Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values	
Core		
Amc Category	Air Conditioner-IS 1391	
Type Of AIR CONDITIONER	Window AC , High Wall Split AC	
Amc Brand	Blue star Voltas LG Hitachi Haier Lloyd Intec Samsung	
Nominal Cooling Capacity in TON	1.5 Ton/4500 Kcal/hr	
Vintage	3 to 5 years , 5 to 7 years , 7 to 9 years	
Technology of Air Conditioner	Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)	
Number of Routine/ Preventive Maintenance Service Per Year	One Preventive Maintenance (Overhaul) + One Wet (Routine Service) + One Dry (Routine Service)	
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional	
Type of AMC	Comprehensive	

### 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	Abhinav Pandey	400072,26 SCG , NSG, JVLR Near IES School Milind Nagar, Andheri East, Mumbai	38	N/A

### Annual Maintenance Service-AIR CONDITIONER (45)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values		
Core			
Amc Category	Air Conditioner-IS 1391		
Type Of AIR CONDITIONER	Window AC , High Wall Split AC		
Amc Brand	Blue star Voltas LG Hitachi Haier Lloyd Intec Samsung		
Nominal Cooling Capacity in TON	2.0 Ton/6000 kcal/hr		
Vintage	3 to 5 years , 5 to 7 years , 7 to 9 years		
Technology of Air Conditioner	Conditioner Inverter (Variable Speed type) , Non-Inverter (Fixed Speed type)		
Number of Routine/ Preventive Maintenance Service Per Year			
Condition of Air Conditioners (AT THE TIME OF BIDDING)	Functional		
Type of AMC	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	Abhinav Pandey	400072,26 SCG , NSG, JVLR Near IES School Milind Nagar, Andheri East, Mumbai	45	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. Certificates

Bidder's offer is liable to be rejected if they don't upload any of the certificates / documents sought in the Bid document, ATC and Corrigendum if any.

### 3. Purchase Preference (Centre)

Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs 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 the Purchase preference, the bidder must be the manufacturer of the offered product in case of bid for supply of goods. Traders are excluded from the purview of Public Procurement Policy for Micro and Small Enterprises. 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. If L-1 is not an MSE and MSE Seller (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band defined in relevant policy, such Seller shall be given opportunity to match L-1 price and contract will be awarded for percentage of 100% of total value.

### 4. Payment

**PAYMENT OF SALARIES AND WAGES:** Service Provider is required to pay Salaries / wages of contracted staff deployed at buyer location first i.e. on their own and then claim payment from Buyer alongwith all statutory documents like, PF, ESIC etc. as well as the bank statement of payment done to staff.

### 5. Generic

**Manufacturer Authorization:**Wherever Authorised Distributors/service providers are submitting the bid, Authorisation Form /Certificate with OEM/Original Service Provider details such as name, designation, address, e-mail Id and Phone No. required to be furnished along with the bid

### 6. 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.

### 7. Forms of EMD and PBG

Successful Bidder can submit the Performance Security in the form of Account Payee Demand Draft also (besides PBG which is allowed as per GeM GTC). DD should be made in favour of

Group Commander, 26 SCG NSG Mumbai payable at RPAO, CISF (MHA), MUMBAI . After award of contract, Successful Bidder can upload scanned copy of the DD in place of PBG and has to ensure delivery of hard copy to the original DD to the Buyer within 15 days of award of contract.

### 8. Buyer Added Bid Specific ATC

Buyer Added text based ATC clauses

### **ADDITIONAL TERMS AND CONDITIONS**

**ANNUAL MAINTENANCE CONTRACT- AMC SERVICE OF AIR CONDITIONER** FOR THE WORK: - ANNUA L OPERATION, REPAIRS & MAINTENANCE OF ELECTRICAL INSTALLATIONS DURING 2024-25 AT 26 SCG NSG , MUMBAI (SH: REPAIR/ SERVICING OF AIR CONDITIONERS)

1. The bidder should have office located in Mumbai. The participating bidder shall up load a scanned copy of the undertaking affirming that its office is located in Mumbai along with proof of address.

2. The period of the annual contract will commence from 1<sup>st</sup> Feb' 2025 or from the date of awarding the c ontract whichever earlier, subject to fulfillment of the terms & conditions of the contract. The Office, howe ver, reserve the right to terminate at any time without assigning any reason whatsoever.

3. NSG campus is a high-security site. Therefore, Buyer reserves the right of asking the service provider to remove any staff without assigning any reason. The service provider shall have to abide by the security in structions/written directions of NSG officials regarding working hours and entry/exit in the buildings/area, No claim shall be entertained on this account.

4. The bidder quoting the rates should be registered with GST authorities (Copy to be enclosed)

5. If the work of the bidder is found unsatisfactory or if the bidder dishonors the contract, the contract will b e terminated summarily by the competent authority at any time, The decision of the competent authority s hall be final and binding on the bidder.

6. The work is to be carried out at campus of 26 SCG NSG Mumbai. However, the work which cannot be d one in the camp premises will be allowed to get it done from outside with written permission of the Engine er in charge and no extra payment shall be made on this account.

7. Any loss or damage to the Government machinery or equipment due to the negligence of the Service pr ovider's labour shall be made good by the contractor at there own cost, failing which, the recovery shall b e made from the bills of the Service provider on this account as decided by the Engineer-in-Charge.

8. Safety of the staff employed will be the responsibility of the Service provider. It shall be the prime duty of the Service provider to provide requisite safety equipment to all the workers for their personal protectio n. The contractor at his own expense will arrange for compliance of the upto date safety provisions as per the statutory rules and regulations, B.I.S. recommendations, Factories Act, Workmen's Compensation Act, CPWD codes and instructions issued from time to time. Failure to comply with such safety requirements w ould make the service provider liable for penalty as decided by Engineer-in-charge and in case of continue d default, further action to determine the contract for unsatisfactory performance may be initiated by the Engineer –in-charge. NSG will not be responsible for any mishap, injury/accident or death of the staff of the service provider. No claim in this regard shall be entertained/ accepted by the department.

9. The Service provider and/or his representative/labour should not remove, disturb, or dislocate the existi ng equipment or any of its parts without obtaining permission from Engineer-in-Charge.

10. The prospective Service provider should visit the site and acquaint himself with the existing site conditi ons, restrictions on movement, working time, security aspects of the NSG campus and ascertain the existin g status of the work site/machinery /equipment etc., before quoting for the job.

11. Personnel/staff engaged for AMC of Air Conditioners shall possess the required valid licenses/ qualificat ions as stipulated under the contract/statutory laws and rules. Service Mechanic shall be skilled for carryin g out air conditioners works.

12. No increase in amount shall be considered during the period of the annual contract. No other charges li ke transportation fare etc. will be payable for execution of work.

13. The bidder must have successfully executed/completed similar works of services, during the last three years preceding the date of bid submission (Bidder to upload relevant document as part of bid submission. Buyer will verify the documents submitted by the bidder) of the required value as follows: (i) Three similar works costing not less than the amount equal to 40% (Forty per cent) of the estimated cost.(ii) Two similar works costing not less than the amount equal to 60% (Sixty per cent) of the estimated cost.(iii) One similar work costing not less than the amount equal to 80% (Eighty per cent) of the estimated cost.

14. The bidder should not have been black listed by any Ministry/Department of Central/State Govt.

15. Conditional bid will not be entertained. Similarly, bid received after stipulated date & time will also not be considered under any circumstances.

16. The Competent authority of this office reserves the right to accept or to reject any bid(s) in full or in pa rt without assigning any reason thereof.

17. Penalty: (i) If the bidder does not attend the complaint within 5 hours from the time of logging the com plaint, a penalty @ 0.5% of the value of AMC shall be levied. (ii) Penalty shall be levied for the absence of s ervice mechanic/engineer at rate of Rs 500/- only for every working day.

18. Payment:

- (i) No advance payment will be made in any case.
- (ii) Payment shall be made on quarterly basis at the end of each quarter on satisfactory rendering of services during the covering period.
- (iii) Service provider is required to quote the rates keeping in mind that all applicable taxes shall be deducted at sources at the specified rates such as Income Tax, GST and Labour Cess etc. as per

the statutory requirements.

(iv) The net amount will be paid after deduction of Security Deposit @ 2.5%, TDS @2% and

GST @ 2%,Labour Cess @1% etc as applicable from time to time.

(v) Penalty, if any, imposed during the period shall be deducted from the running quarterly bill payments.

19. Performance Security: Performance security amounting 3% of the total AMC value is to be submitted b y the successful bidder in the form of BD/FDR only and shall be valid for the entire service period plus 60 D ays from the date of commencement of work contract. The performance security will be returned to the bi dder on satisfactory fulfillment of service obligations for the complete tenure of the contract.

20. Successful bidder will not sub-contract or permit anyone other to perform any of the work services with out the prior written consent of the competent authority of this office.

21. Only bidders who qualify in the pre-qualification or technical bid and other eligibility criteria would be s hortlisted for financial evaluation.

22. **SCOPE OF WORK:** - The services shall include Comprehensive Annual Maintenance Contract providin g AMC of Window & Split unit AC's shall include supply of all material spares, replacement /repairs of comp ressor from OEM's, Gas charging, Fan blade, Fan motors, Capacitors, Electronic Circuit PCB, Remote, Air filt er, electrical parts, servicing, overhauling, greasing, Starting relay, Overload protector, motor rewinding wi th bush and shaft, tapes including handling charges, blower motor/outdoor fan motor, digital display, pipin g, insulation and spares of outdoor/indoor units replacement, brazing of coils if leaking, part wiring or com plete wiring of AC (internally), providing and replacement of compressor with new one or manufacturer rep aired compressor (no cut weld/ locally repaired compressor will be accepted as replacement), repairing of the insulation/pipes of split ACs etc., complete in all respects, for ensuring the desired levels of cooling etc. including consumables & maintenance of ACs at any height/ any floors as and where required, and as dir ected engineer in charge of 26 SCG NSG Mumbai.

### The tentative quantity of various type/make of split/Window AC is 88 Nos.

# Location of Site for Comprehensive AMC by Service Provider is at Campu s of 26 SCG NSG, Mu mbai.

No additional freight or any other charges would be payable towards transportation or shifting of units fro m one place to another & for AMC.

23. This Annual Maintenance Contract shall be a contract for different types of air-conditioners and for different types of maintenance.

24. A record of preventive maintenance carried out would be maintained by you and duly certified by the a uthorized officer.

25. Details of all minor/major, routine/preventive repair/maintenance job undertaken shall be entered into the service sheet.

26. The bidder shall also be responsible for deployment of necessary staff for services of all machinery usi ng suitable material and equipment.

27. The bidder shall maintain the equipment's as per manufacturer's guidelines and shall use genuine com ponents/spare parts for replacement.

28. Any reported fault would be rectified by the service mechanic immediately.

29. The preventive maintenance (overhauling) shall cover the details given below:-

(i) Acid cleaning of condensers and cooling coil fins, repair of fins.

(ii) Water cleaning of entire body.

(iii) Tightening of all screws, fasteners, connections.

(iv) Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.

(v) Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out p arts.

(vi) Checking cooling effect and if it is found that gas is less the same has to be topped up.

(vii) Cleaning/ replacement of filters.

(viii) Servicing of remote control and microprocessor controls.

(ix) Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.

(x) Any other requirement as per the specific scope of service provided by the Buyer/Client.

(xi) Replacement of all required part during overhauling time which is found defective etc.

30. The Squadron Commander (Engg),26 SCG NSG, Mumbai will be the Engineer-in-Charge of the work an d the decision of the Engineer in charge shall be final and binding on the service provider as per the conditi ons of this contract.

31. Documents to be uploaded mandatorily along with the GeM bid, otherwise the bid shall be liable to be rejected.

a) An undertaking stating that "I/We hereby declare that I/we have perused and understood the contract cl ause and do hereby accept all the terms & conditions, stipulated by NSG in ADDITIONAL TERMS AND CON DITIONS."

b) Bid Security Declaration is to be given by the bidder stating that "I/We am/are accepting that if I/We wit hdraw or modify my/our bid during the period of validity etc., I/ We may be barred for a period of one year from participation in the bid process in National Security Guard represented by the Squadron Commander (Eng g),26 SCG NSG, Mumbai."

c) Experience Criteria: Experience certificate as mentioned at para no 13.

d) The participating bidder shall upload a scanned copy of the undertaking affirming that its office is locate d in Mumbai along with the address proof.

e) Copy of PAN

f) GST Registration Certificate of the State in which the work is to be taken up.

g) EPF and ESIC registration Certificate.

h) MSME Registration, if applicable.

i) Declaration/undertaking of bidder that he was not liquidated or received court order etc.

32. The Bidder shall quote his rates, keeping all the above points in mind.

### **SPECIAL CONDITIONS**

1. During working at site, some restrictions may be imposed by Engineer-in Charge/Security staff of NSG o r Local Authorities regarding safety and security etc., the contractor shall be bound to follow all such restri ctions/instruction & nothing extra shall be payable on this account.

2. No compensation shall be payable to the contractor for any damage caused by rains lightening, wind, st orm, floods Tornado, earth quakes or other natural calamities during the execution of work. He shall make good all such damages at his own cost; and no claim on this account will be entertained.

3. No labour hutment shall be allowed in the premises. All labourers should leave the site after day's work. The security & Watch ward of site contractor materials/work etc. shall be at his cost only.

4. All rates quoted by the tenderers shall be complete inclusive of all taxes, duties, labour, Tool & Plant, Tr ansportation etc., and the same shall remain firm for the entire contract period as well as extended contra ct period, if any.

5. If the contractor fails to proceed with the work within the stipulated time as specified from the date of is sue of letter of intent/letter to proceed with the work, the NSG shall forfeit the earnest money deposited by him along with the tender.

6. The materials used for carrying out the work shall be of best quality and the contractor has to carry out the necessary testing of the material as ordered by the Engineer-In-Charge for its conformity and all testin g charges shall be borne by the contractor.

7. The contractor shall be fully responsible for the any injury or damage caused to the workmen deployed by him at site for carrying out the work and NSG has nothing to do with such happenings and in no way sh all be held responsible for the same.

8. On closing of the agreement, the entire installations will have to be handed over back to the departmen t in proper functioning condition as otherwise the final bill will not be released and the recovery as decided by the Engineer-In-charge, will be affected from the final bill and no claim from service provider in this reg ard shall be entertained by the buyer/Department.

### **Technical Specifications**

S/No.	Description of Jobs	Qty.	Make of air conditione rs	Vintage
1	Providing annual comprehensi ve maintenance contract for 1. 0 TR split/window air conditioni ng unit complete as per terms and conditions.	5	Blue star, Voltas, LG, Hit achi, Haier, Lloyd, Intec, Samsung.	5 to 10 years
2	Providing annual comprehensi ve maintenance contract for 1. 5 TR split/window air conditioni ng unit complete as per terms and conditions.	38		
3	Providing annual comprehensi ve maintenance contract for 2. 0 TR split/window air conditioni ng unit complete as per terms and conditions.	45		

# 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 <u>attached categories</u>, 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.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the <u>General Terms and Conditions/सामान्य नियम और शर्त</u>, conditons stipulated in Bid and <u>Service Level Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्ते 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 के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद 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 कार्रवाई

का आधार होगा।

# ---Thank You/धन्यवाद---