TENDER NOTICE

Subject: Invitation of tender for hiring and maintenance of Desert Coolers in the Department of Commerce - regarding.

Department of Commerce invites sealed tenders for hiring and maintenance of Desert Coolers during summer season commencing from April 2017 to September 2017. The following are the detailed terms and conditions for hiring/maintenance of Desert coolers in this Department may kindly be read and understood before submitting the tender quotations.

2. The quotations/bid should be accompanied with a Demand Draft of Rs. 20,000/- (Rupees twenty Thousand Only) in favour of Under Secretary (Cash), Department of Commerce towards Earnest Money Deposit (EMD) and requisite documents in support of eligibility criteria as mentioned in the tender documents/notice. The quotations without requisite documents should be summarily rejected and in the event of successful bidder declining to act on the offer made by this Department, EMD shall be forfeited and no claim in this regard shall be entertained. The EMD of unsuccessful tenderer shall be refunded/returned after finalization of the contract. Sealed covered bids/quotations are required to be dropped in the tender box available in Room No. 27-C, GA Section, Department of Commerce, Udyog Bhawan, New Delhi on or before 3.00 P.M. 16th March, 2017. The quotations shall be opened at 4.00 P.M. on the same day in Room no 548 in the presence of the bidders or their representatives who may wish to be present at that time.

3. Complete tender notice may be downloaded from the website of this Department (http://commerce.nic.in). Information on any issue of corrigendum related to this tender will also be available on this website.

4. Quotations have to be submitted in sealed covers with the following “Quotation for hiring and maintenance of Desert Coolers” super-scribed on the top of the sealed cover along with credentials and supporting documents.

5. Preference shall be given to the Micro and Small Enterprises registered with District Industries Centres or Khadi and Village Industries Commission or Khadi and Village Industries Board or Coir Board or National Small Industries Corporation or Directorate of Handicrafts and Handloom or any other body specified by Ministry of Micro, Small and Medium Enterprises. The Micro and Small Enterprises quoting price within price band of L1+15% shall also be allowed to supply a portion of requirement by bringing down their price to L1 price in a situation where L1 price is from someone other than a Micro and Small Enterprises.
6. It shall be open to this Department to opt for brand new Desert Coolers or used ones in good working conditions at its discretion. As such, the bidder firms should quote rates for brand new desert coolers as well as used ones separately in the same bid. The estimated number of Desert Coolers is to be hired would be around 55-60 Nos.

7. The used Desert Coolers will be accepted subject to the decision of the competent authority as to the quality of the product, whose decision in this regard shall be final and binding on the contractor.

8. Quotations from only those firms will be entertained which are registered for the services desired in the tender document and having the Service Tax No., VAT No., PAN No. and the firm has an adequate experience in this field.

9. The firm should have adequate experience in supply/repair/maintenance of desert cooler in the Government Departments/Organizations.

10. Quotations have to be submitted duly filled and signed by authorized person in ink pen or ball point pen. Quotations written in pencil or erased/over-written will not be considered.

11. Quotations have to be submitted strictly in the format enclosed and the rates quoted will have to be mentioned in Indian Rupees, should be both in figures as well as in words.

12. The payments for these coolers would be paid proportionately at the approved rates for the period the coolers are actually hired. Similarly, in case the Desert Coolers are hired for the period beyond 30-09-2017, the hire charges for that period would be paid proportionately.

13. The payments to be made to the firm in terms of this contract will be governed by the income Tax Act and the Rules made there under. TDS as per Rules may also be deducted from the payment of the contractor.

14. The Desert coolers should have automatic electrical water pumps and separate switches, both being products of certified quality/ISI marked and should be fitted on stand and with plywood on windows doors etc. as per requirement without any extra charges. The coolers should have unbroken fixable grills and handles to change the direction of cool air. They should be fully functional and provide sufficient cooling comfort.

15. At the time of installation/removal of desert coolers, no extra charges shall be payable/ admissible on account of removal/re-fixing of window panes/doors etc. in the Department. Similarly, no extra charges shall be payable because of repair/ maintenance of desert coolers supplied on hire during the currency of the contract.

[Signature]
MUKESH KUMAR
Section Officer
Ministry of Commerce & Industry,
Dept. of Commerce, Govt. of India.
Udyog Bhawan, New Delhi.
16. Hiring/Maintenance contract of Desert coolers will cover obligation on the part of the contractor for supply of desired quality of desert coolers of the requisite size, their cleaning and greasing and provision of adequate length of electrical wires, plugs and other required accessories. These coolers will be maintained mosquito-free at all times and necessary anti-mosquito sprays should be regularly used by the contractor.

17. The contractor will also arrange for filling of water in these coolers as per requirement during the summer season. Filling of water in the desert coolers will be made in such a way that water is available within the coolers at all times during working hours and the firm shall take all necessary measures to deploy waterman accordingly. A penalty of Rs.100/- per day per cooler will be levied on the contractor for his/her failure to fill water. The labour employed by the contractor for this purpose will not have any claim for employment under the Govt. under any circumstances.

18. Considering the large number of hired desert coolers, the Contractor shall be obliged to engage whole-time qualified cooler mechanics during currency of the contract in order to ensure smooth functioning of all coolers and remove defects, if any. In case the defect is not removed and the cooler is not made functional the same day, deduction/penalty at the rate of Rs.100/- per day per cooler will be made from the amount dues to the contractor.

19. Rates should be quoted for each item as mentioned in the Performa Attached. Conditional tenders will not be considered under any circumstance.

20. Quotation/bids shall not be at liberty to offer his/her terms and conditions with regard to the tendered work that means the bidder cannot deviate from the terms and conditions given herein. Otherwise, the quotations are liable to be summarily rejected.

21. The successful bidder will arrange to install all the brand new/used Desert Coolers well in advance in all respects and the waterman engaged simultaneously so that the coolers are actually functional in time. Failure to do so will be treated as a breach of the terms of the contract and the firm will be penalized at the same rate as mentioned para 18 earlier.

22. The repairing/maintenance work of the desert coolers will have to be carried out in the premises and only such work as cannot be done in the office premises will be allowed to be done outside the building with prior written permission of the Section Officer, General Section. No extra charges will be paid for doing the work outside office premises. In such cases the transport and labour charges will be borne by the contractor. Besides, no extra payment whatsoever on account of natural calamities or otherwise will be made except all-inclusive rates approved by this Office.

23. The security deposit will be refunded without any interest only after expiry of entire contract period on the production of satisfactory service certificate from the user Officers/officials of the Department.
24. The Contract can be terminated at any time during the currency of contract including forfeiture of the security deposit by Competent Authority in this Department without assigning any reason or notice, if the work of the contractor was found to be unsatisfactory and it would be entrusted to any other party at the risk and expense of the defaulting contractor. In addition, the contractor shall be liable to pay liquidated damages to the Government. In this connection, the decision of the competent authority shall be final and binding upon the contractor.

25. The competent authority in this Department reserves the all rights to accept or reject any tender or tenders, in part or full without assigning any reason therefore.

26. The tender is subject to the provision of Rule 160(ii) of General Financial Rules, 2005 which enables a bidder to question the bidding conditions, bidding process and/or rejection of its bid. Accordingly, enquiries in this regard by a bidder will be responded if the request is received in writing timely in GA Section of this Department.

(Mukesh Kumar)
Section Officer
Tel: 2306-2521
Technical Bid

1. Name of Tendering Company/Firm/Agency

2. Status of the firm
   Whether Proprietory/Partnership/Company.

3. Whether registered with the Registrar
   of firm/company. If yes, give detail & proof.

   Telephone No.
   Fax No.
   E-mail Address
   Banker of Company/Firm/Agency/Individual
   With full Address/Telephone No.

Registration details (Copy to be enclosed):

a) PAN/GIR No.  

b) Service Tax Registration No.

Details of Earnest Money Deposit: Rs. 20,000/- (Rupees twenty thousand only).

D.D./P.O No. and date :  
Drawn of bank :  

Additional information, if any
(attach separate sheet, if required
on Company letter Head) :  

Date:  
Place:  
Signature of Tenderer  
Name & seal  

[Signature]
**ANNEXURE-II**

**Financial Bid**

Hiring/maintenance of Desert Coolers for Department of Commerce during the summer seasons commencing from April 2017 to September 2017 as per terms and conditions mentioned in the tender documents.

<table>
<thead>
<tr>
<th>Sl. No.</th>
<th>Name of work</th>
<th>Per Cooler rate for Brand New Desert Cooler including all taxes (Rs.)</th>
<th>Per Cooler rate for used Desert Cooler including all taxes (Rs.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>1.</td>
<td>Hiring of Desert Cooler (18&quot; size) with exhaust fans etc. With filling of water</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Signature of the Tenderer**

Name of the Tenderer: ..................................................
Name & Full Address of the Firm: ..................................
Tele/Fax/Mobile No.: ..................................................
Seal & Stamp of the Firm: ..........................................  

Dated:  
Place:  

[Signature]

MUKESH KUMAR  
Section Officer  
Ministry of Commerce & Industry  
Deptt. of Commerce, Block, Udyog Bhavan, New Delhi
DECLARATION

1. I/We hereby declare and affirm that I/We have read and understood the terms and conditions of the contract as stipulated in the Tender Notice No. No.13011/1005/2011-GA dated 27th February, 2017. The terms and conditions of the contract are acceptable.

2. The rates quoted by me/us for hiring of Desert Cooler (18" size) with exhaust fans etc./filling of water/repair and maintenance during summer season from April to September, 2017.

3. DD No. .................. Dated ...................... for Rs. 20,000/- towards EMD is also enclosed.

4. I/We hereby undertake that the decision of the Department of Commerce in this regard as well as the matter of dispute arising due to the provision of the contract shall be final and abiding by us and also, I/We undertake not to make any representation against the decision of the Department of Commerce.

Signature of the Tenderer

Name of the Tenderer:...........................................
Name & Full Address of the Firm:
..........................................................
Tele/Fax/Mobile No.:
..........................................................
Seal & Stamp of the Firm:
..........................................................

Dated:  
Place:

MUKEISH KUMAR
Section Officer
Ministry of Commerce & Industry
Dept. of Commerce, Govt. of India
Udyog Bhawan, New Delhi