



केन्द्रीय कर के प्रधान आयुक्त का कार्यालय
OFFICE OF THE PRINCIPAL COMMISSIONER OF CENTRAL TAX,
विशाखापट्टणम केन्द्रीय वस्तु एवं सेवाकर आयुक्तालय
VISAKHAPATNAM CENTRAL GST COMMISSIONERATE,
पत्तन क्षेत्र, विशाखापट्टणम-35
Port Area, Visakhapatnam-35



C.No.I/22/07/2020-Admn

Dated: 0810.2020

**NOTICE INVITING E-TENDER FOR COMPREHENSIVE ANNUAL MAINTENANCE
CONTRACT OF AIR CONDITIONER (AC) MACHINES IN THE OFFICE OF
THE PRINCIPAL COMMISSIONER OF CENTRAL TAX,
VISAKHAPATNAM CGST COMMISSIONERATE**

1. Online tenders are invited through <https://eprocure.gov.in/eprocure/app> (CPP Portal) for comprehensive annual maintenance of contract of Air Conditioners (AC) Machines in the Office of the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate and its Divisions for a period of one year from the date of awarding the contract. The total Air Conditioners (Split & Window) with location wise are as follows:

Sl.No	Name of the Office & Location	No of Air Conditioners
(a)	O/o the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate, GST Bhavan, Port area, Visakhapatnam-530035	67
(b)	O/o the Assistant Commissioner of Central Tax, Visakhapatnam North GST Division, Siripuram Visakhapatnam-530003	16
(c)	O/o the Assistant Commissioner of Central Tax, Visakhapatnam Central GST Division, Surya Bagh, Vsiakhapatnam – 530 020	14

2. Interested company/firm/agency may download the tender documents from CBIC Website www.cbic.gov.in and also from Visakhapatnam CGST Commissionerate Website www.cenexgstvizagl.gov.in.

3. Preference will be accorded to those Service Providers, who have sufficient experience in maintenance of Air Conditioners to various Government Departments, Public Sector Undertakings and Government Autonomous Organisations.

4. **Bid Submission:** Bids shall be submitted online only through CPP Portal i.e. <https://eprocure.gov.in/eprocure/app> with all the requisite documents with digital signature. The bid documents duly signed may be scanned and uploaded on the CPP Portal. Bidders/Contractors are advised to follow the “Instructions for online Bid submission” provided in the Annexure-V for online submission of bids. **Bids submitted by Courier/Post/in-person shall not be accepted in this tender.**

5. The tender shall be submitted online in two parts viz (i) **Technical Bid** and (ii) **Financial/Price Bid**.

6. Bidders who have downloaded the tender documents from the CPP Portal shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found tampered/modified in any manner, tender will be completely rejected and EMD would be forfeited and bidder is liable to be banned. All the pages of bid being submitted must be signed by bidder/authorized representative and upload the same on CPP Portal.

7. The Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate, Visakhapatnam reserves the right to reject all / part or any of the quotations without assigning any reason thereof. No correspondence in this regard will be entertained.

8. **Earnest Money Deposit.** EMD of **Rs. 5,000/- (Rupees Five Thousand only)** per application in the form of Demand Draft in favour of **“Pay and Accounts Officer, CBEC, Visakhapatnam”** shall be forwarded to O/o the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate, GST Bhavan, Port Area, Visakhapatnam-530035 after submitting the bids through CPP Portal. Technical bids/Qualifying bids without Earnest Money Deposit will be rejected. EMD will be returned to all the unsuccessful bidders at the end of the selection process. However, the EMD shall be forfeited in case the successful bidder withdraws or the details furnished in Annexures are found to be incorrect or false during the tender selection process. Exemption for payment of EMD may be allowed wherever applicable. No interest shall be paid on the Earnest Money Deposit and EMD of selected bidder will be returned on furnishing **“Performance Guarantee”** as detailed below.

9. **Performance Guarantee:** The Successful bidder has to submit a Performance Guarantee either by way of Fixed Deposit or Bank Guarantee @ **5% of the total value of contract** within three days from the award of contract. It will remain valid for a period of additional sixty days from the date of completion of all contractual obligations. No interest will be paid on this deposit.

10. For any query/ clarifications, Superintendent (Admin), Visakhapatnam CGST Commissionerate, GST Bhavan, Port Area, Visakhapatnam-530035 may be contacted at the Phone No. 0891-2853111/2504411 or e-mail www//spadmn-gstvskp@gov.in.

11. **Bids submitted in any other means i.e by Courier/Post/in-person shall not be accepted to participate in the tender process.**

12. The last date for submission of e-tenders for Annual Maintenance of Air Conditioners is **28.10.2020** at **1000** hrs. Technical Bids will be opened on **29.10.2019** at **1000** hrs. Financial Bids will be opened only for the qualified Technical Bids.

13. The details of work specifications, terms & conditions are outlined in the Annexures I to V to the e-tender notice.

Sd/-----
(V Prakash Babu)
Assistant Commissioner (Admin)

GENERAL TERMS AND CONDITIONS

1. Complaint should be attended on the same day or maximum on next day without fail.
2. The payment will be made on quarterly basis on submission of bill along with satisfactory report from the sections/offices.
3. All service, maintenance & spare parts will have to be provided by the contractor **excluding compressor & gas charging, for which payment will be made by Department.**
4. A copy of terms and conditions duly signed and stamped by the bidder, as a token of acceptance of the same should be attached along with the tender.
5. The work shall be carried out as per specifications in the tender schedule.
6. The Service Provider shall carryout the work in a manner as to cause minimum disturbance to the surrounding of the GST Bhavan and other organizations. He shall be responsible for any damage to the equipment or structures, injury to the personnel during the progress of the work and he shall be liable to pay compensation in respect of such damages /injuries.
7. The Company/Agency/Firm should have their office at **Visakhapatnam** and submit proof in this regard like Telephone Bill/Electricity Bill/Rental Deed in their name.
8. The competent authority on behalf of the President of India does not bind itself to accept the lowest or any other bid and reserves to itself the authority to reject any or all the bids received without the assignment of any reason. All bids in which any of the prescribed condition is not fulfilled or any condition including that of conditional rebate is put forth by the bidders shall be summarily rejected.
9. Canvassing whether directly or indirectly, in connection with bidders is strictly prohibited and the bids submitted by the contractors who resort to canvassing will be liable for rejection.
10. The Competent Authority on behalf of President of India reserves to himself the right of accepting the whole or any part of the bid and the bidders shall be bound to perform the same at the rate quoted.

11. SCOPE OF WORK:

- (i) The scope of work covers Annual Maintenance of **97 Air Conditioners** (Split and Window) installed in the office of the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate and Divisional Offices as mentioned in page 1 of tender notice.
- (ii) To provide regular on time Preventive maintenance.

12. RATES & TAXES

(i) The firm shall quote their rates in rupees for each which includes fabrication work required if any during the course of AMC. Rate shall be **include all taxes, labour charges** and nothing extra shall be paid on any account. GST, if any should be mentioned clearly in rupees.

13. PAYMENT

(i) The liability of the department is limited to contract value only.

(ii) No advance payment will be made in any case. Payment shall be made quarterly at the end of each quarter after satisfactory completion of maintenance on the basis of quarterly service report duly countersigned by the Section/Officer-in-Charge.

(iii) The Company/Firm/Agency will not have any legal right to proceed against the department in the event of late payment due to unforeseen reasons.

14. TECHNICAL TERMS & CONDITIONS

(i) The Company/Agency/Firm should be in the business of **maintenance of Air Conditioners at least for the last 3 years**. (Requisite documents to support this claim will have to be produced for verifications).

(ii) The Company/Agency/Firm must have AMC of at least three Central/State Govt. Organisations (Ministries, Govt. Deptt., PSUs etc) for last three years and submit proof.

(iii) The Company/Agency/Firm with annual turnover of Rs. 40 Lakh and above should submit a copy of GST Registration Certificate.

(v) The Company/Agency/Firm should submit the copies of PAN Number.

(vi) Details of any working experience with any department of CBIC if any.

(vii) The Company/Agency/Firm meeting the above technical terms & conditions only should submit their Quotations on CPP Portal (<https://eprocure.gov.in/eprocure/app>). Technical Bid shall include documentary proof in respect of each of the above points of technical terms & conditions. Bidders should sign on the all documents and upload on CPP Portal.

15. DEPLOYMENT OF ENGINEERS/MECHANIC

(i) The scope of work covers deployment of one qualified Resident Engineers/qualified Mechanic/Technician from 9.30 AM to 18.00 PM on all working days by Company/Agency/Firm. The qualified Engineer/qualified Mechanic/Technician will have to work on holidays and after office hours also, if required.

(ii) The Company/Agency/Firm shall ensure that Engineer/Mechanic/Technician should be a qualified/experienced to repair of the Air Conditioners.

(iii) The Company/Agency/Firm shall ensure that the character and antecedents of Engineers/mechanic/Technician verified from police authorities before their deployment.

(iv) The Engineer/Mechanic/Technician must be equipped with mobile phone provided by Company/Agency/Firm for quick communication.

16. SERVICE ASSURANCE

(i) A logbook shall be maintained at each location in which the Resident Engineer/Mechanic/Technical shall record all the complaints made. They shall attend to all the complaints/repairs immediately.

(ii) Major faults should be rectified/repared within 24 hours by replacement method with the available spares. Minor faults should be repaired/rectified immediately (within 3 hours)

(iii) In case of such repairs where article is to be taken out to Company's workshop, the **standby arrangement from the company** side will be mandatory to avoid the disruption of work of the user. The equipment shall be taken out to the workshop for repair with proper permission of the competent officer from concerned office location.

(iv) All repair and servicing of equipment will have to be carried out on site.

(v) Any damage or loss caused to the or their parts due to negligence, mishandling shall be made good by the company either by payment in cash at the prevailing market price of that items or by a new one of the same make and specification.

(vi) The Engineer/Mechanic deployed shall be responsible for preventive and corrective maintenance of all Air Conditioners. It should be carried out in each equipment at least once in two months. A separate logbook should be maintained to record the preventive maintenance carried-out to each equipment.

17. SCHEDULE OF PREVENTIVE MAINTENANCE:

(i) Cleaning of all equipment.

(ii) Checking of power supply source for proper grounding and safety of equipment.

(iii) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.

(iv) The Company/Agency/Firm shall inspect all items to ensure that systems are in working condition.

(v) It shall be the responsibility of the Company/Agency/Firm to make all the Air Conditioners work satisfactorily throughout the contract period and to hand over the systems in working conditions to the department after expiry of the contract.

(vi) This tender is not transferable and under no circumstances the successful bidder shall be allowed to the sub-contractor with any other person/party.

(vii) The above act of backing out would automatically debar the Company/Agency/Firm from any further dealing with this department and the security money would also be forfeited.

(viii) This office shall not pay any additional charges except Annual Maintenance Charges. The prices are inclusive **of all taxes/levies/duties.**

(ix) The contract will be effective from the date of acceptance of tender to next one year. In case the service is found unsatisfactory, the contract will be cancelled without assigning any reason. In case contract is cancelled before the above time period, the proportionate payment will be made for the completed period.

(x) This office does not bind itself to accept the lowest tender, and reserves the right to reject any or all the tenders received without assigning any reason whatsoever or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected, Canvassing in any form by the bidder will result in rejection of their tenders.

18. PENALTY

(i) If the Company/Firm/Agency does not attend the complaint promptly by the Resident Engineer/Mechanic/Technician deployed by the Company/Agency/Firm, a penalty of Rs. 100/- per day per Air Conditioner shall be levied.

(ii) Penalty shall also be levied for the absence of Resident Engineer/Mechanic/Technician at the rate of Rs.500/-per day.

19. METHOD OF APPLICATION:

(i) If the applicant is an individual, the application shall be signed by him above his full type-written name and current address.

(ii) If the applicant is a proprietary firm, the application shall be signed by the proprietor above his full type written name and the full name of his firm with its current address.

(iii) If the applicant is a firm in partnership, the application shall be signed by all the partners of the firm above their full type written names and current addresses or alternatively by a partner holding power of attorney for the firm. In the latter case a certified copy of the power of attorney should accompany the application. In both cases, a certified copy of the partnership deed and current addresses of all the partners of the firm should accompany the application.

(iv) If the applicant is a limited company or a corporation, the application shall be signed by a duly authorized person holding power of attorney for signing the application accompanied by a copy of the power of attorney. The applicant should also furnish a copy of the Memorandum of Articles of Association duly attested by a Public Notary.

20. TERMINATION: In this connection the decision of the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate shall be final and binding on the Company/Agency/Firm. The O/o the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate may, without prejudice for breach of any of the terms and conditions of the tender, 10 days after written notice of default sent to the Company/Agency/Firm, terminate this contract in whole or in parts for the following reasons.

(i) If the work of the contractor is found unsatisfactory during the currency of this contract.

(ii) If he/they fails to perform any other obligation or,

(ii) If he/they, in either of the above circumstances, does not rectify his/their failure within a period of 10 days or longer period as specified by the office of the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate after receipt of default notice.

21 ARBITRATION /SETTLEMENT OF DISPUTE:

(a) Mutual settlement of dispute. Except as otherwise provided for in the contract, all questions and dispute relating to any matter directly or indirectly connected with this agreement shall in the first place be resolved through mutual discussion, negotiation, deliberations and consultations between both the parties

(b) Conciliation.

(ii) The conciliator shall make the settlement agreement after the parties reach agreement and shall give an authenticated copy thereof to each of the parties.

(iii) The settlement agreement shall be final and binding on the parties. The settlement agreement shall have the same status and effect of an arbitration award.

(c) Arbitration. If the efforts to resolve all or any of the disputes through conciliation fail, such disputes shall be referred to the sole arbitrator to be appointed by the office of the Principal Commissioner of Central Tax, Visakhapatnam CGST Commissionerate.

(d) General. Subject to afore stated conditions, the provision of the Arbitration and conciliation Act 1996 or any statutory modification or re-enactment thereof and the rules made there under and for the time being in force shall apply to the conciliation and arbitration proceedings under this clause.

22. Jurisdiction. The contract shall in all respect be construed and operative in conformity with the Indian Law and be subject to the jurisdiction of Visakhapatnam Court (India).

23. Force Majeure. Force majeure shall mean unforeseeable cause beyond the control and without the fault or negligence, including but not restricted to act of God or caused by war, civil commotion, riots, mobilization, flood, epidemics, quarantine restrictions, freight embargoes and obstructions of navigation at port of exit or entry or acts of Governments.

We agree to the above terms and conditions

Signature with date _____

Name of the Company/Firm/Agency _____

Seal

TECHNICAL BIDPre-qualification requirements for award of contract for maintenance of Air Conditioners

1.	Name of Company/Firm/Agency	
2.	Name(s) of Proprietors/Directors/Partnership	
3.	Registered Address with Proof	
4.	Telephone No. Mobile No. E-mail (if any)	
5.	Whether Company/Agency/Firm is registered in GST (Submit Proof)	
6.	Registration No of the Firm (Submit Proof)	
7.	PAN of the Firm (Submit Proof)	
8.	Length of Experience in the field (Minimum three Years)	
9.	Experience (last 3 years) Organisation to whom similar services have been provided by the Company/Agency/Firm during the last three years alongwith documentary proof of execution and completion of such works	
10.	List of clients indicating quantum of work executed with them alongwith Total turnover (Submit Proof)	
11.	Whether Company/Agency/Firm has ISO Certificate Yes/No (Attach Proof) .	
12.	Company/Agency/Firm/ Individual to undertake maintenance work to submit documentary proof evidencing technical qualification to repair/maintenance of Air Conditioners.	
13.	Earnest Money Deposit	DD No. Date

Declaration I/We hereby certify that the information furnished above is true and correct to the best of my/our knowledge. I/We understand that in case any deviation is found in the above statement at any state, I/We will be blacklisted and will not qualify to have any dealing with the Department in future.

Note: Attach attested photocopies
Of all the above documents

Signature with date
Firm Seal

TENDER ACCEPTANCE LETTER
(To be given on Company Letter Head)

Date:

To,

The Principal Commissioner of Central Tax
Visakhapatnam CGST Commissionerate
GST Bhavan, Port Area
Visakhapatnam – 530 035

Sir/Madam

Sub: Acceptance of Terms & Conditions of Tender for Annual Maintenance Contract of Air Conditioners for a period of one year from date of awarding the contract

@ @ @ @

Tender Reference No: **C.No.I/22/07/2020-Admn dated .10.2020**

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely: _____ as per your advertisement, given in the above mentioned website(s).
2. I/We hereby certify that I / we have read the entire terms and conditions of the tender documents from Page No. _____ to _____ (including all documents like annexure(s), schedule(s), etc .), which form part of the contract agreement and I / we shall abide hereby by the terms / conditions / clauses contained therein.
3. The corrigendum(s) issued from time to time by your department/ organisation too have also been taken into consideration, while submitting this acceptance letter.
4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) / corrigendum(s) in its totality / entirety.
5. I/We do hereby declare that our Firm has not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I/We certify that all information furnished by the our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/ organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full said earnest money deposit absolutely.

Yours Faithfully,

(Signature of the Bidder, with Official Seal)

Instructions for Online Bid Submission

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

1. REGISTRATION

(i) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocure.gov.in/eprocure/app>) by clicking on the link “**Online bidder Enrollment**” on the CPP Portal which is free of charge.

(ii) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.

(iii) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.

(iv) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class II or Class III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.

(v) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC’s to others which may lead to misuse.

(vi) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

2. SEARCHING FOR TENDER DOCUMENTS

(i) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.

(ii) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective ‘My Tenders’ folder. This would enable the CPP Portal to intimate the bidders through SMS / e-mail in case there is any corrigendum issued to the tender document.

(iii) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

3. PREPARATION OF BIDS

(a) Bidder should take into account any corrigendum published on the tender document before submitting their bids.

(b) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.

(c) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.

(d) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to the bidders. Bidders can use “My Space” or “Other Important Documents” area available to them to upload such documents. These documents may be directly submitted from the “My Space” area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

4. SUBMISSION OF BIDS

(a) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.

(b) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.

(c) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.

(d) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.

(e) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BOQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the white coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

(f) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.

(g) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(h) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.

(j) Upon the successful and timely submission of bids (i.e. after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.

(k) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

5. ASSISTANCE TO BIDDERS

(i) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender.

(ii) Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.