

Bid Number: GEM/2021/B/1607846

Dated: 05-11-2021

## **Bid Document**

Bid Details			
Bid End Date/Time         19-11-2021 16:00:00			
Bid Opening Date/Time	19-11-2021 16:30:00		
Bid Life Cycle (From Publish Date)	90 (Days)		
Bid Offer Validity (From End Date)	35 (Days)		
Ministry/State Name	Ministry Of Finance		
Department Name	Department Of Revenue		
Organisation Name	Central Board Of Excise And Customs (cbec)		
Office Name	National Academy Of Customs, Indirect Taxes & Narcotics, Chennai		
Item Category	Annual Maintenance service-AIR CONDITIONER()		
Contract Period	1 Year(s)		
Minimum Average Annual Turnover of the Bidder	2 Lakh (s)		
Years of Past Experience required	3 Year (s)		
Past Experience of Similar Services required	Yes		
MSE Exemption for Years Of Experience and Turnover	Yes		
Startup Exemption for Years Of Experience and Turnover	Yes		
SHG Exemption for Years of Experience and Turnover	No		
Document required from seller	Experience Criteria, Bidder Turnover *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 the buyer		
Bid to RA enabled	No		
Time allowed for Technical Clarifications during technical evaluation	2 Days		
Estimated Bid Value	400000		
Evaluation Method	Total value wise evaluation		

## **EMD Detail**

Required	No

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Doguired	No
Required	No

#### **Splitting**

Bid splitting not applied.

#### **MSE Purchase Preference**

MSE Purchase Preference	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". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria". If the bidder is OEM of the offered products, it would also be exempted from the "OEM Average Turnover" criteria. 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.
- 3. 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.
- 4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid data sheet (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU / Public Listed Company. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
- 5. 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 defined in relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
- 6. 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.
- 7. Past Experience of Similar Services: The Bidder must have successfully executed / completed at least one single order of 80 % of the Estimated Bid Value or 2 orders each of 50 % of the Estimated Bid Value or 3 orders each of 40 % of the Estimated Bid Value for similar service(s) in last three years to any Central / State Govt Organization / PSU / Public Listed Company. Copies of contracts / work orders and documentary evidence of successful execution / completion in support of Past Experience of Similar Services along with names, address and contact details of clients shall be uploaded with the bid for verification by the Buyer.

#### **Additional Qualification/Data Required**

Site Address/ Pre Bid Meeting venue and date: National Academy of Customs, Indirect taxes & Narcotics (NACIN),

3/86E, ATC Road,

Ambattur Industrial Estate Near AMBIT Park. Chennai- 600058

and Hostel premises at Anna Nagar

Contact person: V P HARI, Superintendent

Ph: 9840377458

Specific Scope: 1636103973.pdf

## **Annual Maintenance Service-AIR CONDITIONER (69)**

#### **Technical Specifications**

Specification	Values	
Core		
Amc Category	Air Conditioner-IS 1391	
Type Of AIR CONDITIONER	High Wall Split AC , Ceiling Mount Split AC (Cassette AC) , Floor Standing Split AC	
Amc Brand	BLUE STAR	
Nominal Cooling Capacity in TON	Other/ assorted rating (as specified under specific Scope by Buyer)	
Vintage	10 years and above	
Technology of Air Conditioner	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)	Under AMC and Functional	
Type of AMC	Comprehensive	
Addon(s)		

### **Additional Specification Documents**

### **Consignees/Reporting Officer and Quantity**

S.No.	Consignee/Reporti ng Officer	Address	Quantity	Additional Requirement
1	V P Hari	600058,3/86E, ATC ROAD, AMBATTUR INDUSTRIAL ESTATE, NEAR AMBIT IT PARK, CHENNAI-600058	69	N/A

# **Buyer Added Bid Specific Terms and Conditions**

1. **Bidder financial standing:** The bidder should not be under liquidation, court receivership or similar proceedings, should not be bankrupt. Bidder to upload undertaking to this effect with bid.

- 2. Bidders are advised to check applicable GST on their own before quoting. Buyer will not take any responsibility in this regards. GST reimbursement will be as per actuals or as per applicable rates (whichever is lower), subject to the maximum of quoted GST %.
- 3. Duration of the service contract may be extended up to 6 months beyond the initial contract duration (subject to satisfactory performance and mutual consent).
- 4. OPTION CLAUSE: The Purchaser reserves the right to increase or decrease the quantity to be ordered up to 25 percent of bid quantity at the time of placement of contract. The purchaser also reserves the right to increase the ordered quantity by up to 25% of the contracted quantity during the currency of the contract at the contracted rates. Bidders are bound to accept the orders accordingly.

#### 5. OPTIONAL SITE VISIT:

- 1. The Bidder is advised to visit and examine the installation site and its surroundings and obtain for itself on its own responsibility all information that may be necessary for preparing the Bid. The costs of visiting the site shall be borne by the Bidder. 10
- 2. The Bidder representative shall be allowed entry upon consignee premises for such visits, only upon the express conditions that the Bidder will release and indemnify the Buyer and Consignee against all liabilities arising out of such visit including death or injury, loss or damage to property, and any other loss, damage, costs, and expenses incurred as a result of such visit.
- 3. The Bidder shall not be entitled to hold any claim against Buyer for noncompliance due to lack of any kind of pre-requisite information as it is the sole responsibility of the Bidder to obtain all the necessary information with regard to site, surrounding, working conditions, weather etc. on its own before submission of the bid.
- 6. 1. The Seller shall not assign the Contract in whole or part without obtaining the prior written consent of buyer.
  - 2. The Seller shall not sub-contract the Contract in whole or part to any entity without obtaining the prior written consent of buyer.
  - 3. The Seller shall, notwithstanding the consent and assignment/sub-contract, remain jointly and severally liable and responsible to buyer together with the assignee/ sub-contractor, for and in respect of the due performance of the Contract and the Sellers obligations there under.
- 7. Without prejudice to Buyer's right to price adjustment by way of discount or any other right or remedy available to Buyer, Buyer may terminate the Contract or any part thereof by a written notice to the Seller, if:
  - i) The Seller fails to comply with any material term of the Contract.
  - ii) The Seller informs Buyer of its inability to deliver the Material(s) or any part thereof within the stipulated Delivery Period or such inability otherwise becomes apparent.
  - iii) The Seller fails to deliver the Material(s) or any part thereof within the stipulated Delivery Period and/or to replace/rectify any rejected or defective Material(s) promptly.
  - iv) The Seller becomes bankrupt or goes into liquidation.
  - v) The Seller makes a general assignment for the benefit of creditors.
  - vi) A receiver is appointed for any substantial property owned by the Seller.
  - vii) The Seller has misrepresented to Buyer, acting on which misrepresentation Buyer has placed the Purchase Order on the Seller.
- 8. While generating invoice in GeM portal, the seller must upload scanned copy of GST invoice and the screenshot of GST portal confirming payment of GST.

### **Disclaimer**

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization. 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 specification and / or terms and conditions governing the bid. Any clause incorporated by the Buyer such as demanding Tender Sample, incorporating any clause against the MSME policy and Preference to make in India Policy, mandating any Brand names or Foreign Certification, changing the default time period for Acceptance of material or payment timeline governed by OM of Department of Expenditure shall be null and void and would not be considered part of bid. Further any reference of conditions published on any external site or reference to external documents / clauses shall also be null and void. 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 <u>General Terms and Conditions</u>, conditions stipulated in Bid and <u>Service Level</u>

<u>Agreement</u> specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions 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.

---Thank You---