

# OFFICE OF THE COMMISSIONER OF CGST & CENTRAL EXCISE CHENNAI OUTER NEWRY TOWERS, NO.2054, I BLOCK, II AVENUE, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40.

Phone No. 044-26142776 Email ID: ictgst-outer-tn.gov.in

GEXCOM/SYS/INFR/AMC/24/2021-SYS-O/o-COMMR-CGST-CHENNAI(OUTER)

Dated: 11.01.2022

# NOTICE INVITING E-TENDER FOR PROVIDING ANNUAL MAINTAINANCE CONTRACT OF COMPUTERS, PRINTERS AND LAPTOPS FOR GST & CENTRAL EXCISE CHENNAI OUTER COMMISSIONERATE, CHENNAI-40

The Office of the Commissioner of GST and Central Excise, Chennai-Outer Commissionerate, invites e- tender experienced, eligible, reputed, quotations from registered firms/companies engaged in the business of providing Annual Maintenance Contract Services of Computers, Printers and Laptops available at **CGST** Central Excise Chennai & Commissionerate, Newry Towers for a period of one year from the date of award of contract.

# 2. SCOPE OF ANNUAL MAINTENANCE CONTRACT OF COMPUTERS AND ITS PERIPHERALS

2.1. **Scope of work:** The approximate number of computers/laptops/Printers, to be covered under AMC at different Office locations is as mentioned below:

S.No	<b>HQRS/Divisions</b>	Office Address	Computers	Printers	Laptops
1	HQRS	OFFICE OF THE COMMISSIONER OF CGST & CENTRAL EXCISE CHENNAI OUTER NEWRY TOWERS, NO.2054, I BLOCK, II AVENUE, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40	137	65	14
2	Gummidipooindi	OFFICE OF THE ASSISTANT COMMISSIONER OF GST &	10	8	0
3	Ponneri	CENTRAL EXCISE R-40,A-1,100 FT	13	8	0
4	Poonammalle	ROAD,MOGAPPAIR, CHENNAI 37	8	3	0
5	Sriperumbudur	OFFICE OF THE ASSISTANT COMMISSIONER OF GST & CENTRAL EXCISE	10	9	0
6	C-48,TNHB BUILDING ,ANNA NAGAR, CHENNAI 600040		13	5	0
	Total		191	98	14

Note: The applicants shall be permitted to visit the above office premises to check the computers / laptops / printers.

#### 3.Document Download:-

The tender/bid is invited in two bid system- 1). Technical/Qualifying Bid 2). Financial Bid. The tender documents viz., (1). Technical/Qualifying Bid (Annexure – A, B) along with Scope of work, eligibility criteria, terms and conditions, and (2). Financial Bid (Annexure – C) including BOQ, and Price Bid Undertaking (Annexure D) can be downloaded from Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app. Duly filled in documents complete in all respects should be uploaded by the bidders having Digital Signature Certificate (DSC) issued from any agency authorized by Controller of Certifying Authority (CCA), Govt. of India.

3.1. The Time Schedule of the e-tender process is furnished as under.

#### TIME SCHEDULE OF TENDER

SL.NO	PARTICULARS	DATE	TIME
1	Tender e-publish date	13.01.2022	17:00 HRS
2	Document download start date	13.01.2022	17:30 HRS
3	Start date for seeking clarification (on-line)	13.01.2022	18:00 HRS
4	Last date for seeking clarification (on-line)	19.01.2022	17:00 HRS
5	Bid submission start date	19.01.2022	17:30 HRS
6	Bid submission last date	03.02.2022	14:30 HRS
7	Tender opening date (Technical)	04.02.2022	14:30 HRS

3.2. The Tenders/Quotations which are incomplete and /or filed after the due date shall be summarily rejected. This office reserves the right to accept or reject any or all tenders without assigning any reason.

#### 4. Bid Submission:-

Bids shall be submitted online only at Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app, Bidder/Tenderer/Contractor are advised to follow the instructions "Instructions to Bidder for online Bid submission" for online submission of Bids. Intending tenderers are advised to visit Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app regularly till closing date of submission of tender for any corrigendum/amendment.

#### 5. GENERAL TERMS AND CONDITIONS

5.1. The contract period will be for **one year from the date of award of contract,** and the rates quoted will remain in force during the period of contract. The contract will be maintained with the Annual Maintenance Service provider only.

- 5.2. The AMC shall be a comprehensive contract for servicing/maintaining/repairing all the parts of the machines/accessories/peripherals including parts such as Printer Heads/key boards/mouse etc.
- 5.3. The contractor shall provide **Two (2)** qualified engineers who will be stationed permanently in the premises of the client's office, OFFICE OF THE COMMISSIONER OF CGST & CENTRAL EXCISE CHENNAI OUTER NEWRY TOWERS, NO.2054, I BLOCK, II AVENUE, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40.
- 5.4. They shall attend the clients office on all working days from 09.15 a.m. to 06.00 p.m. normally, and in case of necessity, beyond this period and also on holidays, whenever the Commissionerate-Headquarters, ICT Section functions/ requires so. Such work timings / days of necessity shall be notified by this office in advance for which no extra charges will be paid.
- 5.5. The service engineers shall rectify or resolve any complaint within 24 hours. All repairs have to be carried out on site itself. The resident engineer shall not be assigned any new or additional work by the contractor.
- 5.6. Where the resident engineer becomes non-available due to any reason such as leave, resignation etc., an immediate replacement has to be provided by the contractor with explicit concurrence of this office
- 5.7. In case of necessity / any emergency, if this office so requires, the contractor shall additionally deploy one or more qualified service engineers to quickly set-right any demanding situation that has arisen unforeseen.
- 5.8. The maintenance service by the contractor shall include preventive and breakdown maintenance of all computer hardware. The resident service engineer shall maintain Log Registers of all calls attended / Pending issues / Preventive maintenance records and details of all replacement of spares and any such items.

- 5.9. The Firm would put asset number on each of the system being maintained by them. These should correspond to the number of equipment to be maintained in a separate register along with the details of room/place where they are placed/located. If there is shifting of equipment under the AMC, the firm will have to make changes in records accordingly. Inspector (ICT) would assist the firm in this task and ensure this to be done under his/her supervision. A Preventive maintenance report (quarterly) would be submitted along with quarterly bill in the name of "The Commissioner of GST & Central Excise, Chennai Outer Commissionerate". The quarterly payment will be made strictly on the basis of satisfactory report of the superintendent (ICT) of this Commissionerate.
- 5.10. In case of any constrained situation during the above period, if system configuration changes, Up gradation and the number of computers/printers/other related parts / peripherals have to be increased / reduced by the client, then the contractor would be intimated and the AMC amount would be reworked accordingly on pro-rata basis and payments would be made based on the reworked amount, for the remaining period.
- 5.11. The AMC shall include installation of Computers and printers, configuring all softwares including Operating System, antivirus softwares and installation of necessary drivers, networking maintenance and preventive maintenance.
- 5.12. In case any equipment is taken outside the office premises for the purpose of repairs, the same may be completed and brought back within 72 hours.
- 5.13. Where the equipment/parts have failed/damaged beyond repair, the same shall be replaced and installed by the contractor. The cost of replacement of those parts/components shall be borne by this office.

- 5.14. A diagnosis report detailing the nature of the problem along with actions taken to rectify the problems shall be provided to the ICT Section of Hqrs. on a weekly basis in respect of all cases. Where the fault could not be rectified for any reason the diagnosis report shall be provided by the resident engineer on the same day itself with the possible solution along reason for not restoring the system to order.
- 5.15. Where repair of equipment /parts or support could not be done due to obsolescence, a certificate shall be issued by the contractor mentioning the same. Thereafter, the equipment /parts shall be replaced and installed by the contractor with current equipment. The cost of the same shall be borne by this office.
- 5.16. If the contractor fails to carry out repairs/provide any standby PC/printer within 3 days to the satisfaction of this office, a penalty of Rs 100/- per day will be charged for delay beyond three working days till such time the PC/printers are repaired.
- 5.17. The firm shall be responsible for taking back of data & program available in PC before attending the fault and shall also be responsible for reloading the same. The backup data are to be returned to the user under acknowledgement from the user. In case is lost, the firm shall be responsible for recovering the same at their cost.
- 5.18. No components/spares/computer parts shall be removed/replaced without explicit concurrence from the Competent Authority i.e Assistant/Deputy Commissioner (ICT).

# 5.19. No upward revision of rates will be entertained during the contract period.

5.20. No advance payment in any case will be made. However, quarterly payment on pro- rata basis will be made on satisfactory completion of the

contract.

- 5.21. The AMC Service Bills require to be submitted on **quarterly basis in** this Office.
- 5.22. In case the firm is backing out any time during the period of AMC without any explicit consent of this office, the firm will be liable to recovery at the rates that will have to be incurred by this office on maintenance of the machines/hardware for the balance period of the contract through alternative means.
- 5.23. This office reserves the right to terminate the services of the firm at any time without giving any notice whatsoever.
- 5.24. Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to arbitration by a group of 3 members committee, 2 from Commissionerate side and 1 from party side, failing which the dispute will be subject to Chennai jurisdiction only. The Office of the Commissioner of GST & Central Excise, Chennai Outer Commissionerate is entitled to withhold payments due to the firm in case of any dispute, till it is resolved.
- 5.25. At the expiry of the contract all the equipment under maintenance shall be handed over in working condition so that handing over of AMC to next contractor takes place in smooth manner.
- 5.26. The tenders shall be UPLOADED in the Central Public Procurement Portal website https://eprocure.gov.in/eprocure/app and no other mode is entertained.
- 5.27. Bidders, who do not upload Annexures A to D along with tender documents specified below, will be disqualified for not following the tender process and their tenders will not be considered.

5.28. Any bid not accompanied by the requisite bid security (EMD) shall be rejected as non-responsive in accordance with provisions of the bidding document. Qualifying bids without Earnest Money Deposit (EMD) will be rejected. No exemption from payment of EMD is available to any bidder for any reason whatsoever, except MSME's as defined in the MSME Procurement Policy issued in Department of MSME (or) are registered with the Central Purchase Organization or with the Finance Ministry or this department. Details of exemption (if any) regarding EMD payment has to be uploaded in the Technical Bid.

5.29. 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 found to be incorrect or false during the tender selection process. No interest shall be paid on the Earnest Money Deposit. No other form of deposit towards Earnest Money shall be accepted.

5.30. Failure to comply with any of the conditions mentioned herein (in the tender document) will disqualify the bidders in the AMC process.

5.31. The e-tender will be uploaded in the above mentioned website on 13.01.2022 at 17:00 hours and the last date for submission of bid online will be 03.02.2022 at 14:30 hours

5.32. In case the firm is not able to accept the contract after it is awarded or if it is not able to do the work after accepting the contract, it will be liable to pay damages to the department. The above act of backing out would automatically debar the contractor from any further dealing with this Department, the EMD amount would be forfeited and will be liable to be blacklisted.

- 5.33. Any Black listed Firm/Agency would be automatically debarred from participating in the tender process.
- 5.34. The successful bidder shall nominate an officer from their office as a Single Point of Contact (SPC) for all the official communication from this office. The Contact Number, Email ID and address of the SPC shall be given to this office without fail. Change in any of the details of the Single point of Contact shall be intimated to this office immediately. Further, not responding to calls, emails and letters from this office will be viewed very seriously and action will be taken accordingly based on the issue that might arise.

# 6. Tender Opening, Bidder Participation, Stages of Evaluation (Technical and Financial)

- **6.1. Technical bids** will be opened online at the "OFFICE OF THE COMMISSIONER OF CGST & CENTRAL EXCISE CHENNAI OUTER NEWRY TOWERS, NO.2054, I BLOCK, II AVENUE, 12TH MAIN ROAD, ANNA NAGAR, CHENNAI-40", on <u>04.02.2022 at 14:30 hours</u>. Bidders may observe the tender opening online. In the event of the specified date of tender opening being declared as a holiday for the department, the tender shall be opened at the specified time on the next working day.
- 6.2. The information furnished by the bidder in the Technical Bid will form the basis for the evaluation. In exceptional cases the Commissioner of GST & CEX Chennai Outer or his representative reserves the right to obtain the clarifications from any of the bidder without vitiating the tendering process. If, in the opinion of the Commissioner of GST & CX Chennai Outer, information and documents supplied in support of the tender do not meet the requirements of the tender specifications, the tender may be determined as non-responsive and may be rejected by the Commissioner of GST & CX Chennai Outer.
- 6.3. After ensuring that all or some of the bidders have attained the qualifying criteria as detailed above, a suitable date and time for opening

Financial Bids will be fixed online and those bidder(s) who are qualified will be intimated about the same online.

6.4. After evaluating the financial bids received under Cover II, the bidder who ranked the lowest (L-1) price will be awarded the work. In case the financial bid of more than one agency is same as L-1, then the Commissioner of GST & CX will be assigning marks to various eligibility parameters like turnover, number of years of relevant experience etc. of such L-1 bidders and work will be awarded to the bidder who score highest marks, among the L-1 bidders.

6.5. Any effort by a bidder to influence the buyer during the processing of tenders or awarding of decision will result in the rejection of the bid offered.

# 6.6. The Tenderer shall quote the rates both in figures as well as words accurately.

- 6.7. The Commissioner of GST & CX Chennai Outer reserves the right to accept any tender and to reject any or all tenders and to annul the tendering process, at any time prior to the award of contract, without thereby incurring any liability to the Affected bidder or bidder or any obligation to inform the affected bidder or bidder of the grounds for the action.
- 6.8. This tender with such modifications as agreed upon prior to the date of acceptance of tender together with the written acceptance shall form a binding contract between the buyer and the Bidder.

#### 7. ELIGIBILITY CRITERIA FOR TECHNICAL BIDS

7.1. The firm should be registered with Goods and Service Tax Department, GST Registration Certificate Copy (furnishing the GSTIN) to be uploaded.

- 7.2. List of two (2) qualified engineers in the payrolls of the firm/company with details of qualification (BCA/BE (Computer Science)/ B.Tech. (IT) etc.) and more than three years of experience in the relevant field along with integrity certificate to be uploaded with documentary proofs.
- 7.3. The firm should have executed three AMCs satisfactorily for Government Department / PSU / Reputed Private Entity of 100 or more computers connected in LAN in the last five Years- 2016-17, 2017-18, 2018-19, 2019-20 and 2020-21. Copies of AMC contract with where AMC had been undertaken in respect of desktop PCs of 100 nos. or more to be uploaded.
- 7.4. The firm should be in possession of at least **one** AMC in respect of a Central/State Government Department / Central/State Government PSU / Reputed Private entity during the financial years 2019-20/ 2020-21. Award of contract for AMC to be uploaded.
- 7.5. The firms AMC should not have been terminated due to deficiency of service in the last five years. The bidder should not have been disqualified /debarred/blacklisted by any Government office/Semi-Government office/PSU/Bank for any default for such services in the past; An undertaking on his/her letter head declaring as follows should be given; "We have not been disqualified/debarred/blacklisted by any Government office/Semi-Government Office/PSUs/Banks for any default for such services in the past." The letter of undertaking to be uploaded.
- 7.6. The firm must have expertise in onsite maintenance and repair of computers (Windows Vista/Windows7/Windows 8/Windows 10/Linux), Laptops, LaserJet Printers, network components and other hardware parts and accessories.
- 7.7. The bidder must have permanent Account Number (PAN) under Income Tax Act, 1961 and should furnish and provide Income Tax Assessment

- certificates for the assessment years viz., 2017-2018, 2018-2019 and 2019-2020. The same has to be uploaded for the three years.
- 7.8. The bidder should preferably have a branch and a servicing center in Chennai. (Details to be uploaded in Company's letterhead signed by authorized signatory).
- 7.9. Earnest Money Deposit (EMD) Each tender/Bid should be accompanied by an Earnest Money Deposit (EMD) amounting to Rs. 10,000/- (Ten thousand Rupees Only) which shall be in the form of Demand draft from any Nationalized Bank / Scheduled Bank drawn in favor of "PAO GST AND CEX CHENNAI" payable at Chennai. Cash and cheque will not be accepted. The DD should be valid for a period of 90 days. Quotations received without earnest money shall be summarily rejected without assigning any reason thereof and applicant shall not have any right to represent against it, even if, their quotation happens to bear the lowest amount. The earnest money deposit shall be returned to the unsuccessful bidder after the finalization of the contract. Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or are registered with the Central Purchase Organisation or the concerned Ministry or Department or Start-ups as recognized by Department of Industrial Policy and Promotion (DIPP) are exempted from the submission of EMD on submission of relevant documents / certificates.
- 7.10. The successful bidder shall provide a Bank Guarantee towards Performance Security valid till the end of the contract. The Performance Security is reduced from existing 5-10% to 3% of the value of the contract up to 31-12-2021 as per Ministry of Finance OM No. F 9/4/2020-PPD dated 12-11-2020. The successful bidder shall however provide the Performance Deposit as per the rate existing on the date of entering of the contract.

# 8. <u>Instructions regarding documents to be uploaded in respect of</u> Technical and Financial bids:-

The signed and scanned copies of the following Documents must be mandatorily uploaded in the Central Public Procurement Portal website <a href="https://eprocure.gov.in/eprocure/app">https://eprocure.gov.in/eprocure/app</a>.

#### 8.1. Qualifying/Technical Bid(Annexure-A & B):

- 8.1.1. The following information has to be uploaded in support of the technical eligibility criteria.
- a. Annexure A: List of all clients with name and complete address, contact person with telephone number where the firm is currently maintaining 100 or more computers in a single location to be furnished.
- b. Annexure B: Tender acceptance letter.
- c. Letter of authorization to submit bid Undertaking to the effect that the Bidder has not been blacklisted on any issues/services by Central Govt./ State Govt./PSU/Banks.
- d. Scanned copy of Earnest Money Deposit (EMD).
- e. Details of exemption regarding EMD in case of MSME has to be uploaded(MSME exemption certificate)
- 8.1.2. In addition to the above the following documents should be uploaded.
  - (a) Goods and Service Tax Registration Certificate Copy
  - (b) Company's Annual Report for the last three years
  - (c) Copies of AMC contract with other government Departments/PSU/Private Entity where AMC involves more than 100 desktop PC's
  - (d) The bidder should disqualified not have been /debarred/blacklisted Government by any office/Semi-Government office/PSU/Bank for any default for such services in the past; An undertaking on his/her letter head declaring as follows should "We be given have not been

- disqualified/debarred/blacklisted by any Government office/Semi-Government Office/PSUs/Banks for any default for such services in the past."
- (e) Income Tax Assessment certificates for the assessment years viz., 2017-2018, 2018-2019 and 2019-2020 to be uploaded.
- 9. <u>FINANCIAL BID</u>: Annexures C&D to be uploaded only in the Financial Bid
  - 9.1. The financial bid (Annexure-C) should contain the quotation for maintenance charges item wise in terms of yearly basis only.
  - 9.2. The financial bid should also mention the total maintenance charges for the whole year showing tax components separately.
  - **9.3.** Price quoted shall separately mention all taxes and levies applicable as per the Annexure –C format.
  - **9.4.** No escalation of prices would be permitted on any ground during the AMC period.
  - 9.5. Annexure D: Price Bid Undertaking.
  - **9.6.** Even though breakup has been called for, the AMC will be awarded based on the total cost quoted, and not on individual items, inclusive of GST as per the GST rates applicable.
  - 9.7. The Technical and Financial Bid (Annexure -D) and Bill of Quantity (BOQ) should be uploaded separately.
  - 9.8. Only after conditions of the Technical/Qualifying bid is fulfilled, Financial bid of Qualified bidders will be opened under intimation to the successful bidders in the Technical bid.

9.9. All the documents uploaded with the tender (including the tender) have to be compulsorily signed by the bidder /authorized signatory.

(L MEENAKSHI SUNDARAM)

ASSISTANTCOMMISSIONER (ICT)

Copy to:

1. The PRO, Chennai Outer/North/South to put up on the Notice Board.

# ANNEXURE A

# (To be uploaded in the Company's letter head with seal and signature)

# LIST OF CLIENTS WITH MORE THAN 100 SYSTEMS WHERE AMC HAS BEEN UNDERTAKEN

			Name of	Contact	no of							State
SI No	of the of the	of the	of the Contact	Manager/ Contact at Location		Name of the Engineers with contact	Details of Hardware under AMC		Value of the Contract	whether the client is Govt/ PSU		
			Client's place	Mobile	Land Line	nos	No of Servers	No of Desktop PCS	No of Laptops	No of Printers		/Private Entity

### ANNEXURE - B

# (To be uploaded in the Company's letter head with seal and signature)

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

					Date:
То,					
	Sub: Acceptance	e of Terms & Cond	litions of Tende	er.	
Tender Refe	rence No:				
Name	of	Tender	/	Wor	k: -
Dear Sir,					
1. I/ We h	ave downloaded /	obtained the ter	nder document	(s) for the a	above mentioned
Tender/Woi	rk' from	the	web	site(s)	namely:
as per your	advertisement, giv	en in the above n	nentioned webs	site(s).	
documents schedule(s), hereby by the 3. The corribave also be 4. I / We he	reby certify that I from Page No etc .,), which for the terms / condition igendum(s) issued the taken into contents of the conditions.	to (or part of the coons / clauses con from time to time sideration, while stally accept the terminal control or constant of the constan	including all contract agreem tained therein.  me by your desubmitting this ander conditions	documents latent and I / epartment/ cacceptance	ike annexure(s), we shall abide organisation too letter.
document(s)	/ corrigendum(s)	in its totality / en	ntirety.		
•	hereby declare th /Public sector und		ot been blackli	isted/ debar	red by any Govt.
the event the your depart summarily r	ertify that all infonationat the information ment/organisation reject the bid or tended and the forfeit	on is found to be on shall without erminate the cont	e incorrect/unt giving any no ract, without p	rue or foun otice or reas prejudice to	d violated, then son therefore or any other rights
			Yo	ours Faithful	llv.

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(Signature of the Bidder, with Official Seal)

### LETTER OF AUTHORISATION TO SUBMIT BID

(To be uploaded in the Company's letter head with seal and signature)

AN UNDERTAKING ( SELF-CERTIFICATE) THAT THE BIDDER HAS NOT BEEN BLACKLISTED BY A CENTRAL /STATE/UT GOVERNMENT INSTITUTION AND THERE HAS BEEN NO LITIGATION WITH ANY GOVERNMENT DEPARTMENT ON ACCOUNT OF ANY ISSUES/SERVICES

(To be uploaded in the Company's letter head with seal and signature)

Scanned copy of Earnest Money Deposit (EMD) to be uploaded If exemption availed Exemption certificate from concerned authorities specified as mentioned in the EMD Rules

### **ANNEXURE-C - FINANCIAL BID**

(To be uploaded in the Company's letter head with seal and signature)

# AMC WORK FOR INSTALLATIONS OF IT HARDWARE IN CHENNAI OUTER COMMISSIONERATE

S No.	ITEM OF WORK	No.s	Unit Rate be shown ) Unit Rate(1)	Total (in Rs.) (3=1+2)
1	AMC of Desktop Computers/ All in one Pc's	189		
2	AMC of Apple I-mac	2		
2	AMC for LaserJet printer (Color & Black)	98		
3	AMC of Laptops	14		

\*The Amount mentioned in the BOQ and the Annexure D(Financial Bid) should tally exactly.

#### Note:-

• Total Cost quoted(inclusive of GST) should not exceed the Principal Commissioner's financial powers of Rs. 10 lakhs as per financial powers issued by the Board as mentioned in general terms and conditions of the tender document.

# ANNEXURE - D

# (To be uploaded in the Company's letter head with seal and signature)

### PRICE BID UNDERTAKING

From (Full name and address of the Bidder)
То
Dear Sir/madam,
I submit the price Bid for and related activities as
envisaged in the Bid Document.
2. I have thoroughly examined and understood all the terms and conditions as
contained in the Bid Document, and agree to abide by them.
3. I offer to work at the rates as indicated in the price Bid inclusive of all applicable
taxes.

SIGNATURE OF THE BIDDER WITH OFFICIAL SEAL