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**निविदासूचना**  
**TENDER NOTICE**

e-Tenders are invited for **Comprehensive Annual Maintenance Contract (AMC) of 52 Nos. of Air Conditioners** installed in the Office of the Commissioner of Customs, Custom House, Marmagoa, Goa and Docks & Gates (Hereinafter referred as to “Buyer”). This Contract shall remain in force for a period of one year with effect from the date of awarding the contract.

The detailed eligibility criteria, Technical Bid, Financial Bid, terms and conditions, including the Performa in which the application is to be made, is enclosed as **Annexure-I to X** and is available on the official website <http://eprocure.gov.in>, <http://www.cbic.gov.in> & <http://www.goacustoms.gov.in>.

Service providers have to understand detailed meaning of different tender criteria as detailed in the annexures attached to this notice as under:

S. No.	Details furnished	Annexures
1.	Detailed meaning of the Comprehensive Annual Maintenance Contract of Air Conditioners:	Annexure-I
2.	Detailed Terms and Conditions of the Tender Eligibility Criteria:	Annexure-II
3.	General Terms & Conditions for the Service Provider (SP):	Annexure-III
4.	Technical Specifications	Annexure-IV
5.	Technical Bid	Annexure-V
6.	Price/ Financial Bid	Annexure-VI
7.	Undertaking by the Bidder	Annexure-VII
8.	Tender Acceptance Letter	Annexure-VIII
9.	Instructions for Online Bid Submission	Annexure-IX
10.	Bid Checklist	Annexure-X

Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.

**Bid Submission:** Bids shall be submitted online only at CPPP website, i.e. at <http://eprocure.gov.in/eprocure/app>. Tenderers/suppliers are advised to follow the instructions “*Instructions to Bidder for Online Bid Submission*” provided in the **Annexure-IX** for online submission of bids.

The bid forms and other details can be obtained from the website [www.eprocure.gov.in](http://www.eprocure.gov.in) (CPPP Portal). The critical dates for the Tender Submission and processing are as follows:-

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i)	Published date	25/06/2021(16:00 HRS)
ii)	Bid Document Download Start Date	25/06/2021(17:00 HRS)
iii)	Bid Submission start date	25/06/2021(17:30 HRS)
iv)	Bid Document Download End Date	24/07/2021(15:30 HRS)
v)	Bid Submission End Date	24/07/2021(16:30 HRS)
vi)	Technical Bid Opening Date	26/07/2021(11:30 HRS)
vii)	Financial Bid Opening date (Those bidders who have qualified in the Technical Bids)	To be opened on CPP Portal after technical evaluation of the Bids.

Tenderer who has downloaded the tender from the Central Public Procurement Portal (CPPP) website <http://eprocure.gov.in/eprocure/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case if the same is found to be tampered/modified in any manner, tender will be completely rejected and tenderer is liable to be banned.

Interested Service Providers/ Suppliers are advised to visit CPPP website <http://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/ addendum/ amendment.

Not more than one tender shall be submitted by one Service Provider(s)/ Supplier(s) having business relationship. Under no circumstances will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/directors(s) are common) be allowed to tender for the same supply as separate competitors. A breach of this condition will render the tenders of both parties liable to rejection.

संलग्न:अनुलग्नक-I सेX,

**Enclosures: Annexure – I to X.**

(SUNIL KUMAR SAHJLAN)  
Assistant Commissioner of Customs (P)  
Custom House, Marmagao, Goa.

Copy to:

1. Copy for uploading the Tender Notice on CBIC website.
2. Superintendent (EDI) for uploading the Tender Notice on Departmental Website.
3. Notice Board.

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## **ANNEXURE – I**

### **Detailed meaning of the Comprehensive Annual Maintenance Contract of Air Conditioners.**

#### **Preamble**

1. Comprehensive Annual Maintenance Contract (AMC) of Air conditioner Subject to the following conditions and requirements.
2. The given set of conditions along with the Scope of supply including price as enumerated in the Contract Document shall be construed to be part and parcel of the contract.
3. This document represents a Service Level Agreement (“SLA”) governing the contract between the Buyer and Service Provider (SP). The purpose of this document is to outline the scope of work, Stakeholder’s obligation and Terms & conditions of all the services covered as mutually understood and agreed by the stakeholders.

**Stakeholders:** The main stakeholders associated with this Contract are:

1. Service Provider(SP)
2. Buyer

The responsibilities and obligations of the stakeholders have been outlined in this document. This document also encompasses payment terms and penalties in case of non-adherence to the defined terms and conditions by the stakeholders. It is assumed that all the stakeholders have read and understood the same before signing this.

**Annual Maintenance Contract Service** “shall mean and include repair, replacement (of spares parts, accessories etc.) and upkeep of the Air Conditioners installed at Buyer's premises/office/location, without any extra cost and expenses to Buyer(Hereinafter referred as to “AMC”). The scope of AMC for Air Conditioner shall consist of two parts which are General Scope and Contract Specific Scope”.

**Scope of work:** The scope of work covers on-site maintenance of Air Conditioners, Stabilizer, and Remote. The contract shall be on comprehensive basis, inclusive of repairs and replacement of the spare parts without any extra cost and expenses to the Buyer. The Service Provider (SP) shall carry out quarterly routine services, preventive maintenance and breakdown maintenance for the Air Conditioners (ACs) covered under this AMC. The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the Air Conditioners installed within the premises of Buyer's department as per provision laid down in SLA and other provisions contained in the contract.

#### **PERIOD OF CONTRACT:**

1. This Maintenance Contract shall remain in force for a period of one year with effect from the date of awarding the contract, subject to adherence to all Terms & Conditions.

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2. At the time of expiry of contract all the equipments under maintenance shall be handed over in working condition. The Service provider shall provide services for at least 15 working days from the date of expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost.

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## **ANNEXURE – II**

### **Detailed Terms and Conditions of the Tender Eligibility Criteria**

- 1) The bidders should have been successfully providing AMC to Central/State Government Departments /Public Sector Units and other reputed offices for at least last 2 years. List of client and contract letters of the work done may be submitted at the time of submission of the quotation. The firm(s)/service providers should not be black listed by any Govt./PSU Organisation.
- 2) The firm should have GSTIN and PAN card issued by the concerned Department. In case, the service provider is not liable to obtain GST registration (due to turnover threshold), an undertaking to that effect should be submitted with the bid.
- 3) The Buyer reserves the right to accept or reject any or all the tenders without assigning any reason whatsoever.
- 4) The bidders should abide by the Terms and Conditions specified in the tender document. If Bidders submit conditional offers, they shall be liable for outright rejection.
- 5) The Buyer reserves the right to make any changes in the terms and conditions of the tender.
- 6) Rejection due to incomplete information or counter conditions:
  - a. Bids in which any of the furnished particulars and prescribed information of the service provider are inadequate or incomplete in any respect or in which counter-conditions by the service provider are imposed, are liable to be rejected.
  - b. This tender is not transferable and the successful bidder shall not request for or be allowed, on its own, to devolve or sub-contract or transfer the awarded contract to any other person/service provider either before or after commencement of the contract period.
  - c. Sub-contracting of the AMC is not allowed.
- 7) **EARNEST MONEY DEPOSIT (EMD):**
  - a. Bid Security Deposit equal to an amount of Rs.25000/- (Rupees Twenty Five Thousand Only) in the form of A/C Payee Demand Draft/Fixed deposit receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank which should remain valid at least for a period of 45 days beyond the final bid validity period payable to the **Chief Accounts officer (CAO), Custom House, Marmagao, Goa** payable at **State Bank of India, Harbour Branch, Marmagao, Goa**, must accompany the tender. Tenders not accompanied with prescribed EMD or EMD submitted in any other form i.e. Cheque or Cash etc. will not be considered for evaluation.
  - b. Bid Security (also known as Earnest Money) is to be submitted by all bidders except Micro and Small Enterprises (MSEs) as defined in MSE Procurement Policy issued by Department of Micro, Small and Medium Enterprises (MSME) or is registered with the Central Purchase Organisation or the concerned Ministry or Department.
  - c. **FORFEITURE OF EMD:** The EMD will be forfeited under the following conditions:

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- i. If the tenderer withdraws or amend, impairs or derogates from the tender in any respect within the period of validity of the tender.
- ii. If the bidder withdraws the bid before the expiry of the validity period of 90 days of the bid or within the time frame of extension given by COMMISSIONER OF CUSTOMS, CUSTOM HOUSE, MARMAGOA, GOA in special case communicated before the expiry of the bid.
- iii. If the bidder fails to comply with any of the provisions of the terms and conditions of the bid document.
- iv. If the selected bidder fails to execute agreement in prescribed format and Furnish the bank guarantee within the prescribed time.

**d. RETURN OF EMD:**

- i. The earnest money of all the unsuccessful bidders will be returned as early as possible after the expiry of the period of the bid validity but not later than 30 days of the issue of the work order to the successful bidder.
- ii. The EMD of successful bidder shall be returned after receiving the Bank Guarantee or may be adjusted against the BG.
- iii. No interest will be paid by this office on the Earnest Money Deposit.

**5. PERFORMANCE SECURITY:**

- a. The successful bidder has to submit Performance Security equivalent to 10% of the contract amount in the form of A/C Payee Demand Draft/ Fixed deposit receipt from a Commercial Bank/Bank Guarantee from a Commercial Bank which should remain valid at least for a period of 60 days beyond of date of completion of contractual obligations and payable to the Chief Accounts officer (CAO), Custom House, Marmagoa, Goa payable at State Bank of India, Harbour Branch, Marmagoa, Goa.
- b. If deposited by the successful bidder in the form of FD/BG shall be returned at the end of the contract period or after termination of contract.
- c. If deposited by the successful bidder in the form of DD, will be paid at the end of contract period without any interest.

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**ANNEXURE – III**  
**GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDER (SP)**

1. The AMC will include replacement of any/all part(s) if found defective during the AMC period, i.e. the AMC is comprehensive in nature.
2. All the repairs and servicing of Air Conditioners and Stabilizers shall be carried out on site at the place where it is located. No Air conditioners shall be removed from the office premises without informing/obtaining permission from the Competent Authority. The Contractor shall be responsible for the loss of any Government property owing to negligence on his or his representative's part while maintaining the machines under contract.
3. In exceptional circumstances where the Air Conditioner(s) is/ are to be taken to service providers premises/ service centre for repairs, stand-by arrangement will have to be made. The equipment being taken to the workshop for repair would be at service provider's own risk and expenses.
4. Any damage or loss caused to the connected equipment or their parts due to negligence, mishandling shall be made good by the service provider either by payment in cash as per the prevailing market price of that item or by a new replacement of the same/ higher make and specifications.
5. The service Provider shall not demolish, remove, or alter structures or Buyer facilities on the site without prior written approval of Buyer. The Service Provider shall clean/dispose of all the debris and other material accumulated due to servicing/ maintenance of the Air Conditioners.
6. The Buyer reserves the right to conduct performance review at any time during the contract period and deficiencies, if any, noticed will be required to be rectified and compliance reported. If the Service provider fails to rectify the deficiencies or fails to comply with other directions/instructions, his contract is liable to be terminated. The Buyer further reserves the right to terminate the contract at any point of time, without assigning any reasons thereof.
7. It shall be the responsibility of the service provider to make all the maintenance work satisfactorily throughout the contract period and to hand over in working condition to the Buyer after expiry of the contract.
8. Service/Supply should normally be made during the office hours on any working day. The Buyer will have the authority to place order for AMC beyond office hours and on holidays, for which, no additional payment will be made.
9. AMC will be placed on requirement basis. No advance payment will be made by the Buyer. Payment will be released only after submission of Bill/Invoice on quarterly basis and the entire satisfaction of the Buyer.
10. In case the buyer decides to withdraw or dismantle any equipment from the contract during the AMC period, the same would be taken out of the contract with written information to the service provider.
11. Service Provider shall maintain the confidentiality of any information related to the Air Conditioners under AMC. Service Providers shall be required to take appropriate measures to maintain confidentiality obligations by its personnel engaged.
12. On award of the service order, the Service Provider would prepare a report regarding taking over of the Air Conditioner(s) before commencement of the AMC Service. It shall be the responsibility of the Service Provider to make the Air Conditioner work satisfactorily throughout the contract period, also to hand over the Air Conditioners to

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- the department in working condition on expiry of the contract. Any damage to the Air Conditioner units in the contract period due to improper Maintenance practice to be rectified/ replaced by the Service Provider without any extra cost and expenses.
13. The work to be undertaken on closed holidays and beyond office hours on any day except by prior approval/ direction of the buyer.
  14. During AMC the Service Provider shall carry out 04 (Four) Nos. of wet and dry services per year as per contract. The timely routine services (dry and wet) to be carried out shall cover the following works:
    - a. Cleaning of filters.
    - b. Dust cleaning of entire unit by water/ air blower and cloth.
    - c. Checking/ tightening of all the screws/ fasteners.
    - d. Checking and tightening of electrical contact points and parts and if required, replacement of the defective parts.
  15. During AMC the Service Provider shall also carry out 02 (two) number of preventive maintenance (overhauling) services per year. The preventive maintenance (overhauling) shall cover the details given below:
    - a. Acid cleaning and repair of condensers and cooling coil fins.
    - b. Water cleaning of entire body.
    - c. Tightening of all screws, fasteners.
    - d. Checking all the electrical parts and wiring and repair of such parts. Oiling of all the moving parts.
    - e. Checking the play (gap) of condenser motor and if required, refurbishing/replacing defective worn out parts.
    - f. Checking cooling effect and if it is found that gas is less the same has to be topped up.
    - g. Cleaning/ replacement of filters.
    - h. Servicing of remote control and microprocessor controls.
    - i. Repair of damaged insulation of refrigeration piping of split units, on account of routine service/ repair.
  16. Periodic/ Routine Maintenance shall be as per industry standard/ Maintenance manual of the Air Conditioners. The parts/components/sub-assemblies used for repair/ replacement by the Service Provider will be of the same make and functional capability as originally available in the system.
  17. **Availability and replacement of Spare parts, accessories etc.:**
    - a. The Service Provider shall undertake to arrange genuine spares parts of the Air Conditioners as and when required.
    - b. The Service Provider has to ensure availability of the spare parts in their stock. In case some of the major spare are not available with Service Provider, the same shall be arranged within seven days.
    - c. Service Provider shall be responsible for the verification of new part(s) from Buyer before fitting to equipments. The removed part is to be handed over to the Buyer. In case service provider notice any part is missing same to be brought to the notice of the Buyer or otherwise responsibility shall be of Service Provider.
    - d. All the consumable articles/ parts required for cleaning, repairs and maintenance of Air conditioners will be provided by the Service Provider at no extra charge to the Buyer.
    - e. Service provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement /repair.



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18. In case of delay in attending to problems, breakdown of Air Conditioners due to improper handling by the Service Provider's personnel then penalties for violation of Service Level Agreement (SLA) shall be levied as indicated in the Penalty Clauses.

19. After carrying out repair/parts replacement work, certificate regarding equipment working condition should be obtained from Buyer.

**20. Resources Employed:**

- a. The Service Provider will ensure to physically engage/depute and station OEM Authorized Service Engineer/ technically competent service engineer/ engineers along with skilled helpers at Buyer's office premises during office hours and as & when required, depending on the urgency and exigency of work to ensure proper upkeep of the Air Conditioners and quick resolution of the fault during the AMC period. The deployed persons should be having expertise to attend all the issues pertaining to the maintenance of all kind of Air Conditioners and relevant electrical work.
- b. Service Provider shall be responsible for ensuring that the resources employed for carrying out the servicing and repair shall conduct themselves appropriately in the premises of the Buyer's department. In case of any misconduct penalties as indicated in the SLA shall be levied and Service Provider may be required to terminate the resource with immediate effect.
- c. The Service Provider shall provide proper identity cards, uniform, etc. for the resources to ascertain only authorized service persons are attending to the servicing and repairing work. In case resources employed by the Service Provider resort to any theft the cost of the article shall be recovered from the Service Provider in addition to any other criminal action against such resources.
- d. The resources used by Service Provider to carry out maintenance shall be on rolls of the Service Provider and shall have no claim whatsoever for any benefits from the buyer. Service Provider shall be responsible for complying with any and all applicable rules, regulations, bye laws and other statutory compliances.

**21. Response Time:**

The service provider has to maintain the response time for attending the complaint for maintenance services during the AMC period. Complaints/Calls shall be attended to on all working days (from Monday to Friday between 9.30 a.m. to 6 p.m.) and as & when required, depending on the urgency and exigency of work.

- a. In case, no part is replaced, then such complaint must be attended within 24 hours of lodging of such complaint.
- b. However, in case of requirement of change of spare part, then complaint should be resolved within 7 days of lodging.
- c. In case the Air Conditioner is not get repaired, or an alternative system not supplied within the period of 7 days from the time of failure reported, then the Buyer reserves its right to get the same repaired by or replaced from any other agency and the cost and expenditure incurred therein shall be recovered from the Service Provider.

**22. Maintenance of Record:**

- a. The Service Providers should maintain proper records of the Complaints/Calls and the same should be resolved by the service provider within 24 hour of logging any Complaints/Calls and Register shall be maintained for that.
- b. Service Provider (SP) shall maintain register indicating details of equipment being maintained and details of rooms/ place where they are installed.

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- c. Service Provider shall maintain the log sheet which will include number of Services provided during the contract period with dates and part of the equipment got repaired or replaced, with its proper model number and necessary details.

### 23. Payment Terms:

- a. The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill by the vendor on completion of each quarter after deducting penalty amount, if any.
- b. Enhancement or decrease of taxes, duties or prices of components, etc., will not affect the AMC rates during the entire period of AMC; no difference shall be paid or claimed as a result of the above.

### 24. Penalties and Termination:

The Service Provider shall be responsible for faithful compliance of the terms and conditions of this AMC. In case of non-compliance of Service obligations, penalty per default will be imposed as per SLA. Non delivery of service in time, not starting work in time, violation of existing laws and statutory requirements, committing fraud, etc. will be considered as a major default and the contract will be liable to be terminated immediately without giving any further notice.

- a. Penalty shall be levied not only for delay in repair but also delay in response too. For delays in response as well as bringing back any equipment to working condition within such time, penalties shall be deducted from the AMC charges payable to the service provider.
- b. If the Service Provider fails to repair/ replace the Air Conditioners within one day, the said work may be got repaired from other Company/ Firm/ Agency and made functional and the expenditure incurred thereon shall be recovered from the firm, apart from the penalty levied as stated in preceding clause. This may even entail termination of the contract and forfeiture of security deposit.
- c. Penalty to be imposed if the resolution/ maintenance do not involve part replacement is delayed above 24 hours.
- d. Penalty to be imposed if the resolution/ maintenance involving part replacement is delayed above 7 days.
- e. If the Service Provider is not able to complete or turn up for the complaints/calls, then Buyer can avail the services from any other local service provider/ local technician and the amount so incurred in such repair or replacement can be deducted from the bill of Service Provider/ from his due amount.
- f. The cumulative penalty cannot exceed 10% of the contract value for that period. The AMC may be terminated by the Buyer once this limit is breached without any prejudice to other contractual remedy, if any.
- g. No penalty shall be leviable, if the service provider provides a functional standby equipment of same till the re-delivery of the equipment duly repaired.

Sl. No.	Service Agreement	Level	Base Line Performance	First default	Second default	Third default and subsequent defaults
1	Delay in starting the		AMC	Termination		

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	AMC Services	Services to start within maximum 1 week from award of the contract	of contract		
2	Log sheet Maintenance	Log sheet to be maintained Per Visit/ per maintenance arising on complaint/call	Warning to be given	Rs. 250/-	Rs. 500/-
3	Delay in carrying out Preventive/ Routine maintenance as per schedule	To be carried out as per intervals applicable	0.5 % of billed amount for every day delay		
4	Delay in carrying out repairs where no spare part change is involved	24 hours of reporting	1 % of billing amount for the quarter for every one day delay	2% of billing amount for quarter for every one day delay	3% of billing amount per quarter for every one day delay
5	Delay in carrying out repair in where change of spare part is involved	should be resolved within 7 days of lodging of complaint	2 % of billing amount for the quarter for every one day delay	3 % of billing amount for quarter for every one day delay	5 % of billing amount per quarter for every one day delay
6	Non provision of proper identity card to resources employed by service provider or non-display of identity card	Should be provided	Rs. 500/-	Rs. 750/-	Rs. 1000/- for 3 and subsequent default
7	If the employee of service provider is found to have misconduct or misbehaved in any manner or resort to any violent behaviour etc. with or employees of buyer organisation or other employees of service provider	No such occasion should happen	Rs. 1000/- and resource to be terminated in addition to any other action as deemed fit by buyer organization	Rs. 2500/- and resource to be terminated in addition to any other action as deemed	Rs. 5000/- and resource to be terminated in addition to any other action as deemed

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**ANNEXURE –IV**  
**Technical Specifications**

Following are the list of Air Conditioners to be covered under Comprehensive Annual Maintenance Contract:

S. No.	Brand	Nominal Cooling Capacity	Type of split AC		
			High Wall	Cassette	Floor Standing
1.	IFB	1 TON	07	-	-
2.		1.5 TON	06	-	-
3.		2 TON	03	-	-
4.	Voltas	1.5 TON	04	-	-
5.	Blue Star	1 TON	08	-	-
6.		1.5 TON	04	-	-
7.		2 TON	06	02	-
8.		3 TON	-	03	02
9.	LG	1.5 TON	01	-	-
10		2 TON	06	-	-
		Total	45	05	02
		Grand Total	52		

**Note:** Service provider may depute/engage a suitable team to visit and inspect the site to ensure the Air Conditioners to be put under this AMC are in working condition. Further clarification(s) if any, may be obtained from the Buyer.The sites visits shall be entirely at service providers own cost and expenses.

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## ANNEXURE-V TECHNICAL BID

1.	Name of firm/Company/Agency:	
2.	Complete Address:	
3.	Contact Details (Telephone/ Mobile no./ E-Mail ID):	
4.	Registration No. of the Firm (Copy to be enclosed):	
5.	Number of years' experience in providing AMC of Air conditioner in Central Government/Public Sector Undertakings	
6.	Name(s) of Public sector/Govt. Organisation to whom similar services Have been provided by the firm during last 2 Years (please attach the job order/service Certificate from Public sector/ Govt. Organisation	
7.	PAN Number (Copy to be attached)	
8.	GST Registration No. (Copy to be attached): (If turnover is below GST threshold, Attach undertaking)	

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**ANNEXURE-VI**  
**PRICE/FINANCIAL BID**

- Price bid undertaking
- Schedule of price bid in the form of BoQ.

**PRICE BID UNDERTAKING**

From: (Full name and address of the bidder)

.....  
...  
.....  
.....  
.....

To,  
The Assistant Commissioner (P),  
Commissionerate of Customs,  
Custom House, Marmagaoa,  
Goa-403803.

Dear Sir,

I submit the Price Bid for .....  
and Related activities as envisaged in the Bid document.

I have thoroughly examined and understood all the terms and conditions as contained in the Bid document, and agree to abide by them.

I offer to work at the rates as indicated in the price bid, Annexure III exclusive of all applicable taxes.

Yours Faithfully,  
Signature of Authorized Representative

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**ANNEXURE- VII**  
**UNDERTAKING BY THE BIDDER**

I/We undertake that my/our firm/company, M/s..... has not been blacklisted by any Govt. Department/Public Sector Undertaking/Autonomous Body.

I ....., Son/Daughter/Wife of Shri .....,Proprietor/ Partner/ Director/ Authorized signatory of M/s ..... am competent to sign this declaration and execute this tender document.

I have carefully read and understood all the terms and conditions of the tender and undertake to abide by them.

The information/documents furnished along with the above application are true and correct to the best of my knowledge and belief. I/We am/are well aware of the fact that furnishing of any false information/fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law.

I/We understand that in any case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Place:

Office Stamp/Seal:

Signature of the authorized Signatory of the Firm/  
company/Organization

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**ANNEXURE- VIII**  
**TENDER ACCEPTANCE LETTER**  
**(To be given on Company Letter Head)**

Date:

To,  
The Assistant Commissioner (P),  
O/o the Commissioner of Customs,  
Custom House, Marmagaoa,Goa-403803.

Dear Sir,

**Sub: Acceptance of Terms and Conditions of Tender.**

Tender Reference No.:  
Name of Tender/Work:-

I/We have downloaded/obtained the tender document(s) for the above mentioned 'Tender/Work' from the website(s) namely ..... as per your advertisement, given in the above mentioned website(s).

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 annexures, Schedules etc.), which form part of the contract agreement and I/We shall abide hereby by the terms/conditions/clauses contained therein.

The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirety.

I/We do hereby declare that our firm has not been blacklisted/debarred by any Govt. department/Public sector undertaking.

I/We certify that all information furnished by our firm is true and correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organization 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 authorized Signatory of  
theFirm/company/Organization



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### **ANNEXURE- IX**

#### **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>.

#### **REGISTRATION:**

1. Bidders are required to enrol 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 Enrolment" on the CPP Portal which is free of charge.
2. As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
3. 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.
4. 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.
5. 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.
6. 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.

#### **SEARCHING FOR TENDER DOCUMENTS:**

1. 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.
2. 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/ email in case there is any corrigendum issued to the tender document.
3. 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.

#### **PREPARATION OF BIDS:**

- 1) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 2) 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

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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.

- 3) 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.
- 4) 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.

#### **SUBMISSION OF BIDS:**

- 1) 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.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as “offline” to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) 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.
- 5) 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.
- 6) 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.
- 7) 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

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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.

- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) 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.
- 10) 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.

**ASSISTANCE TO BIDDERS:**

- 1) 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.
- 2) 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.

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**ANNEXURE-X**  
**BID CHECKLIST**

Bidder is required to fill-up this checklist and enclose along with the envelope containing the Earnest Money:

Sl. No.	Item description	Yes/No	Bid Reference
1	Tender Acceptance Letter		
2	Letter of authorization to submit bid		
3	An Undertaking that the agency hasn't been blacklisted		
4	Financial/Price Bid Undertaking		

This is to certify that I/We before signing this Tender have read and fully understood all the terms and conditions contained herein and undertake myself / ourselves to abide by them and all of it is included in cost.

Signature  
 Name of the Authorized Signatory  
 Seal / Stamp