

TENDER CALL NOTICE NO.

48/PM/ ELECT /OPHWC/2022-23

BID DOCUMENT FOR

**COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT FOR DIFFERENT
RATING V.R.F AIR-CONDITIONERS ALONG WITH COMPLETE SYSTEM
INSTALLED AT ANNEX BUILDING OF STATE GUEST HOUSE,
BHUBANESWAR**



PROJECT MANAGER

[ELECTRICAL DIVISION]

**The Odisha State Police Housing & Welfare Corporation Ltd.,
Janpath, Bhoi Nagar, Bhubaneswar-22.**

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
JANAPATH, BHOINAGAR, BHUBANESWAR-22.**

[Electrical Division]

Ph:0674-2541545,254292, Fax:0674-2541543

E-mail: pmelectricalophwc2021@gmail.com, Website: www.ophwc.nic.in

TENDER CALL NOTICE

BID REFERENCE NO: - 48 /PM / ELECT / OPHWC/ 2022-23

INVITATION FORBIDS (IFB)				
The Project Manager, Electrical Division, OSPH&WC, Odisha, Bhubaneswar invites Percentage rate bids in single cover system for Comprehensive Annual Maintenance Contract of the works as detailed below for a period of one year.				
Sl.No	Name of the work	EMD (Rs)	Cost of Bid Document Inclusive of 18% towards GST	Eligibility Criteria
1	2	3	4	5
1	Comprehensive Annual Maintenance Contract for different rating V.R.F Air-conditioners along with complete system installed at Annex Building of State Guest House, Bhubaneswar. Make - Carrier Estimated Cost :- 6,15,600.00	6156.00	4720.00	Manufacturing Companies or their Authorised Service Providers having minimum 03 (Three) years' experience in Service / Maintenance of the mentioned items in any Govt. Depts. / Central Govt. Depts. / Govt. Undertakings.
2	Availability of Bid Documents in the Website www.ophwc.nic.in	Dt.26.10.2022 to Dt.31.10.2022 up to 5:00 P.M.		
3	Last date /time of Receipt of Bids	Dt.01.11.2022 up to 12:30 P.M		
4	Date of Opening Bid	Dt.01.11.2022 at 01:00 P.M.		
5	Further details can be seen from the website: www.ophwc.nic.in Any addendum/corrigendum/cancellation of tender can also be seen in the said website.			

Sd/-
Project Manager

**THE ODISHA STATE POLICE HOUSING & WELFARE CORPORATION LTD.
JANAPATH, BHOINAGAR, BHUBANESWAR-22.**

[Electrical Division]

Ph:0674-2541545,2542921, Fax:0674-2541543

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TENDER CALL NOTICE

BID REFERENCE NO: - 48 /PM / ELECT / OPHWC/ 2022-23

INVITATIONFORBIDS(IFB)

1. The Project Manager, Electrical Division (OPHC), Odisha, Bhubaneswar invites percentage rate bids in single cover system for the works as detailed in the table below from the Manufacturing Companies or their Authorised Service Providers as per the eligibility criteria mentioned in column- 7 (seven). Every bidder must inspect the system thoroughly before quoting their rate in as is where is condition without stipulating any conditions.

2. The bidders should submit bids for the following work.

Sl. No	Name of the work	Approximate Estimated Cost (Rs.)	EM D/ Bid Security (Rs.)	Cost of Bid Document Inclusive of 18% towards GST (Rs.)	Period of contract	Working Range
1	2	3	4	5	6	7
Single Cover (NOTICE NO :- 48 / PM/ ELECT / OPHWC/ 2022-23)						
1	Comprehensive Annual Maintenance Contract for different rating V.R.F Air-conditioners along with complete system installed at Annex Building of State Guest House, Bhubaneswar. Make - Carrier	6,15,600.00	615 6.00	4720.00	12 Months	Manufacturing Companies or their Authorised Service Providers having minimum 03 (Three) years experience in Service / Maintenance of the mentioned items in any Govt. Depts. / Central Govt. Depts. / Govt. Undertakings.

N.B.- Since provision of VAT, Entry Tax and other taxes have been replaced by GST w.e.f 01/07/2017, the quoted rate should be inclusive all but exclusive of GST. The percentage of GST to be mentioned in the Price bid.

Requirements under Goods & Service Tax Act.

The supplier of goods or service or both shall submit the tax invoice for release of payment and the tax invoice should include all the particulars and contents as required under section-31 of the CGST/SGST/IGST/UTST Act, 2017 read with rules made there under, including the followings:

- Correct Name, Address & GST No. of both the Supplier and recipient.
- “Tax Invoice” should be clearly mentioned on the invoice copy.
- GST should be clearly mentioned separately.
- Correct classification of supply of goods, services or both should be made.

- e. Nature of supply whether it is interstate or intra state should be mentioned.
 - f. Place of supply should be mentioned.
 - g. Prevailing rate of tax should be clearly mentioned.
 - h. Levy of Tax whether as forward charge or reverse charge should be mentioned.
 - i. The supplier shall submit a original copy of Tax Invoice to the Corporation (OSPH&WC).
- A.** The supplier shall declare that the tax so collected from the Corporation will be duly discharged either by using input tax credit or paid as per provisions under GST Act.
 - B.** The supplier shall declare that the supply date as mentioned in the invoice will be disclosed correctly in the relevant monthly return (such as GSTR-1, GSTR-2, GSTR-3, GSTR-3B and other relevant forms).
 - C.** The supplier shall also agree that he will compensate for input tax credit if not allowed to Corporation due to non-disclosure or improper disclosure in the aforesaid returns as required under GST Act.
 - D.** If the supplier is unregistered under GST Act., in that case the supplier should submit an undertaking that his turnover is within the threshold limit.
 - E.** Anti-profiteering clause : The supplier should declare that the benefit on account of change of rate of GST and input tax credit will be passed on to Corporation by way of reducing the contact prices and there shall not be any double taxation.
 - F.** As and when GST Law requires deduction of withholding tax i.e., TDS under section 51 of GST Law, Corporation shall deduct such tax as per prevailed provisions.
 - G.** Supplier of goods shall issue way bill as and when required as per provisions of GST law for supply of goods.
3. The tender document will be available from the web site www.ophwc.nic.in and the same may be downloaded to be used for tender offer. An amount of the tender paper cost as mentioned in the Column – 4 of the above table [Non-refundable] for each project in shape of Demand Draft / Pay Order drawn on any Scheduled Bank, payable at Bhubaneswar in favour of the “The Odisha State Police Housing & Welfare Corporation Ltd, Bhubaneswar.” should enclosed along with the tender, failing which tender shall be liable for rejection.
 4. The tenders/bids can be sent by post or courier or dropped in the tender Box at the office of the undersigned as well. However, authorities shall not be responsible for postal and other delays in receipt of bids.
 5. Bid documents consisting of schedule of quantities and set of terms & conditions of contract and other necessary documents can be seen in the website: www.ophwc.nic.in
 6. The authority will not be held responsible for any technical snag or network failure during downloading the tender documents.
 7. The bidders are requested to submit the Demand Draft / Pay Order for cost of tender paper, copies of the proof of Dealership / Authorised service provider, valid GST Registration certificate, audited balance sheet, assessment return of income tax of last three years, PAN card, , ESI Registration certificate, EPF Registration certificate and proof of executing same nature of work with copy of work order and completion certificates in support of credential should be enclosed with the tender otherwise the bid shall be rejected. The proof submitted earlier in some other contest shall not be treated as valid and sufficient.

8. The Bidders/Contractors having any type of adverse remarks from Govt./PSU regarding past work experience shall not be eligible for apply of tender. This will be the part of the affidavit to be furnished otherwise the bid shall be rejected.
9. To participate in the tender the bidder has to furnish the copy of GSTR-1 of preceding months of tender date otherwise the bid shall be rejected.
10. An affidavit is to be furnished by the bidder at the time of submitting bid document that he is not blacklisted / defaulter contractor or Firm etc. in support of the tender otherwise the bid shall be rejected.
11. The bidding document should be super scribed “Name of the work, Work Sl. No as per the IFB & Tender No.”
12. The authority reserves the right to reject any or all the bids without assigning any reason thereof and can impose any conditions as deemed proper before finalisation of tender.
13. Bids submitted otherwise than in the manner prescribed in the tender document shall be rejected.
14. **EMD** - The tender document shall be accompanied with EMD as mentioned in the Column- 3 of the above table in shape of D.D. / Pay order /F.D (pledged in favour of “The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar.”) drawn on any Scheduled Bank in favour of the “The Odisha State Police Housing & Welfare corporation Ltd, Bhubaneswar.” payable at Bhubaneswar failing which the tender shall be rejected. The EMD of the successful tenderer will be refunded after successful completion of the Comprehensive Annual Maintenance Contract period i.e. 12 months and will not carry any interest. The EMD of the unsuccessful tenderer will be refunded after completion of the tender process.
15. Availability of Bid Documents in the
Website www.ophwc.nic.in :- Dt.26.10.2022 to Dt.31.10.2022 up to 05:00 P.M.
16. Last date for receipt of tender document is up to :- 12.30 PM of Dt.01.11.2022
17. Date of opening of bid at :- 01.00 PM of Dt.01.11.2022
18. All the information as called for in the tender document should be submitted truly, clearly, legible, transparently, unambiguously and without the use of abbreviations. It shall be submitted in English only.
19. All the crucial figures, like rates and amount should be written in figures followed by words in a bracket.
20. There shall be no over writing in the tender document and other papers submitted. All additions, alternations, deletions and cutting should be initialed with rubber-stamp (or seal) by the same person, who signs the tender document, failing which so, the tender may be rejected.

21. The original documents of the successful lowest bidder will be verified at the office of the undersigned after opening of the bid failing which his tender is liable for rejection.
22. All the rates and amounts shall be quoted in Indian Rupee and shall be presumed to be in Indian Rupee only unless specifically permitted to be quoted otherwise in this tender document.
23. Each page of this tender document should be signed by the bidder with seal in token of having read, understood and accepted the terms and conditions of this contract.
24. Use separate piece of paper where the space provided in the formats in this tender document for submission of information is not sufficient.
25. All information submitted or supplied in the formats of this tender document shall be presumed to be true to the best of knowledge of bidder.
26. Conditional Tenders will not be accepted and shall be rejected.
27. The AMC will be awarded for a period of 12 Months from the date of awarding the contract. The period of AMC can be extended for another one year based on mutual agreement/contract provided the services rendered by the firm are satisfactory.
28. If the last date for receipt of the tender/bid turns out to be a holiday, it will automatically be extended to next working day.
29. A bid submitted can not be withdrawn. The bidder or his authorized representative (one person only) will be allowed to be present at the time of opening of tenders. They will not participate in the discussions. clarification sought, if any may be provided by them.
30. All or any of the tenders /bids submitted can be rejected without assigning any reason thereof. No claim, whatsoever, shall be admissible for the alleged loss/damages suffered by bidders on account of such rejections.
31. "If more than one bid is quoted at same percentage (Decimals up to two numbers will be taken for all practical purposes) less than the estimated cost, the Tender Accepting Authority will select the Bidder having highest average Annual Financial Turnovers of immediately preceding consecutive three financial years. The bidder should submit audited Balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI towards the proof of Turnover.
In case the bidder does not have proof of Annual Financial Turnover of any one financial year as stated above, then the Annual Financial turnover of one year preceding consecutive three years will be considered for selecting the Bidder and towards the proof of turnover, the bidder should submit audited balance Sheets / Financial statements or Accounts certified by Chartered Accountant with UDIN number of ICAI".
32. **(Amendment to Para 3.5.5(v) Note-ii of OPWD Code Vol-I by modification)**

Note-(II) Additional performance Security shall be obtained from the bidder when the bid amount is less than the estimated cost put to tender. In such an event, the successful bidder who have quoted less bid price/rates than the estimated cost put to tender shall have to furnish as per works Deptt. Office Memorandum No – 075569000520214559/W, dt.05.04.2021 as Additional Performance Security in shape of Demand Draft / Term Deposit Receipt pledged in favour of "The Odisha State Police Housing

&Welfare corporation Ltd, Bhubaneswar.” payable at Bhubaneswar is to be submitted by the successful bidder who shall deposit the same within seven (7) days of opening of bid failing which the bid of the successful bidder would be cancelled and the security deposit would be forfeited. If permissible in law further proceedings for black listing would be initiated.

33. Any damage resulting to the system on account of the negligence or mal operation shall be made good by the AMC holder. Nothing extra will be paid for such work.

34. The AMC holder shall arrange to render efficient services as outlined in this specification.

However, in case the AMC holder fails to maintain the service to the satisfaction of the Engineer in - charge of the department / User Authority and any expenditure incurred therein for alternative arrangements by the Engineer in - charge of the department / User Authority shall be recovered from the AMC holder.

35. The AMC holder or his representative should not remove, disturb, and dislocate the existing equipment and its parts from its positions until and unless it is authorized by the Engineer-in - Charge. The entire installation should be intact at any time of inspection as was handed over to him at the time of initial taking over of its maintenance. Care shall also be taken not to damage installation by improper handling.

36. The material requires replacement shall be of same quality/company and specifications. The dismantled material shall be the property of AMC holder.

37. All break-down calls shall be attended immediately within no time on the same day. The AMC holder should inspect / maintain the complete system/installations at least thrice a month with record. One technician and helper should be provided by the AMC holder round the clock to attend the maintenance work as and when required.

38. Prices quoted for comprehensive AMC shall be all inclusive i:e- Required materials with labour to make & good of the system, loading, unloading, transportation, insurance, man power, watch & ward, Cess etc. and but exclusive of GST. The percentage of GST to be indicated in the price bid.

39. From the commencement of the contract to the completion of the same, they are to be under the contractors charge. The contractor is to be held responsible to make good all injuries, damages and repairs occasioned or rendered necessary to the same by fire or other causes and they hold the OSPH&WC harmless for any claims for injuries to person or structural damage to property happening from any neglect, default, want of proper care or misconduct on the part of the contractor or any one in his employment during the execution of the contract. Also no claim shall be entertained for loss due to earthquake, flood, cyclone, epidemic, riot or any other calamity whether natural or incidental damages so caused will have to be made good by the contractor at his own cost till completion of Comprehensive Annual Maintenance Contract period.

40. Any damages caused by natural calamities should be done by the contractor at his own cost. The OSPH&WC will not be any way responsible for the same and will not pay any cost towards the repair done by the contractor till completion of Comprehensive Annual Maintenance Contract period.

41. If the bidder has a relative employee as an Officer in the rank of Deputy Manager &above in

OSPHWC, Bhubaneswar, he shall inform the same in the bid mentioning the exact details in a covering letter along with the tender, failing which his bid will not be considered. Also if the fact of relationship subsequently comes to light, his contract will be rescinded. The bid security or the performance security will be forfeited and he shall be liable to make good any loss or damage resulting from such cancellation. In case the bidder has no relationship with any of the officers mentioned above he shall have to furnish with his bid a certificate.

42. Payment for AMC charges shall be released on half yearly basis i.e.50 % of the contract value after satisfactory completion of six (06) months and balance 50 % of the contract value after satisfactory completion of another six (06) months of the contract period.

43. Deduction towards Security money @ 5 % shall be made from the gross amount of the contractor's claim/bill and same will be released after successful completion of the **12** months of Comprehensive Annual Maintenance Contract period and will not carry any interest.

44. Deduction towards Labour Cess @ 1% shall be made from the gross amount of the contractor's claim/bill.

45.No claim can be made due to some unforeseen delay for release of payment.

46. After completion of the contract, the AMC holder has to hand over the entire system in perfect running condition (complete in all respect as per inventory) to the Engineer in - charge of the department / User Authority before release of final payment.

47. The successful tenderer shall be required to deposit 10% of the contract value as security money after adjusting the EMD deposited and same will be released after successful completion of the 12 months of Comprehensive Annual Maintenance Contract period.

48. All the transit risk shall be responsibility of the contractor.

49. Failure to complete the Comprehensive Annual Maintenance Contract satisfactorily may lead to forfeiture of EMD and blacklisting of the contractor/firm.

50.The authorities are not bound to accept the lowest quoted rate.

51.Terms and conditions of this tender document cannot be negotiated for variations.

52. The authority reserves the right to reject any or all tender in whole or part without assigning any reason and can impose any other condition(s) as deemed proper before or in course of finalisation of the tender.

53. The approved tender may be cancelled by the authority any time during validity without assigning any reason thereof and no claim can lie against OSPHW&C for such cancellation.

54. The material requires for replacement shall be of same quality, company and specifications and before take up the work the A.P.M (Electrical) concerned shall verify/ certify the quality, company and specifications of materials.

55. All the disputes shall be subject to Jurisdiction of Civil Courts situated at Bhubaneswar in exception to High Court Orissa, Cuttack.

Sd/-
Project Manager

GENERAL BID FORM**SCHEDULE-A****BID REFERENCE NO: - 48 /PM / ELECT / OPHWC/ 2022-23**

1.

a. **Name Firm :**b. **Full Address :**c. **Fax No :**d. **Telephone No :**e. **E-mail address of the firm:**2. **Legal Status of the firm :**3. **Give the location and address of your local office/ Branch office in Bhubaneswar :-**4. **Kindly confirm by writing "Yes" or "No" only.****[A] Have you enclosed the EMD? If yes, mention the amount and its identifying details.****[B] Have you enclosed the bid document cost? If yes, mention the amount and its identifying details.****[C] Have you enclosed the copy of proof of Manufacturing Company / Authorised service provider :-****[D] Have you enclosed the copy of GST registration certificate ?****[E] Have you enclosed the copy of PAN card ?****[F] Have you enclosed the copy of EPF Registration certificate?****[G] Have you enclosed the copy of ESI Registration certificate ?****[H] Have you enclosed the copy of audited balance sheet ?****[I] Copies of assessment return of income tax of last three years ?****[J] Have you enclosed the documents regarding proof of executing same nature of works in Govt. Depts. / Central Govt. Depts. / Govt. Undertakings with copy of work order and Completion certificates?****[K] Have you enclosed the affidavit regarding not blacklisted / defaulter contractor or Firm ?**

[L] Have you enclosed the affidavit regarding any type of adverse remarks from Govt./PSU regarding past work experience ?

[M] Have you enclosed the copy of GSTR-1 of preceding months of tender date ?

[N] Have you enclosed all the documents and papers called for in this tender document?

Kindly enclose a list. (Use a separate sheet of paper)

[O] If the answer to [N] above is 'No', which of the Documents / papers called for in the tender document have not enclosed.

(Kindly enclose a list of such document/papers – Use separate Sheet of paper, if necessary)

Sd/-
Project Manager

CERTIFICATE OF NO RELATIONSHIP
SCHEDULE-B

BID REFERENCE NO: - 48 / PM / ELECT / OPHWC / 2022-23

I/We hereby certify that I/We am/are **related/not related** to any officer of OSPH&WC of the rank of Deputy Manager & above . I/We am/are aware that, if the facts subsequently proved to be false, my/our contract will be rescinded with forfeiture of E.M.D and security deposit and I/We shall be liable to make good the loss or damage resulting from such cancellation.

I/We also note that, non-submission of this certificate will render my / our tender liable for rejection.

N:B :- Strike out which is not applicable.

Signature with seal of the Bidder

Date:-

RELATIONSHIP DECLARATION
SCHEDULE-C

BID REFERENCE NO: - 48 / PM / ELECT / OPHWC / 2022-23

To,

The Tender Inviting Officer,
Subject: (Name of the Work)
Reference: (Bid Reference Number)

Sir,

Pursuant to clause No -41 of the Condition of the Contract, it is to inform that I have relative(s) employed as an officer of OSPH&WC of the rank of Deputy Manager & above. His /Her (Their) details are as follows.

Relationship:
Name:
Designation:
Office:
Address:

Pursuant to clause No -41 of the Condition of the Contract, I am to submit herewith the names of persons who are working under my firm having near relative (s)employed as an officer of OSPH&WC of the rank of Deputy Manager & above. His/her (Their) details are as follows.

Sl No	Name of my employee and his designation in the firm	Presently working at	Details of his relatives working in OSPH&WC
1.			Relationship Name: Designation Office Address

I am also duty bound to inform the relationship of any subsequent employee to any officer of OSPH&WC of the rank of Deputy Manager & above. I am aware that any breach of this condition would render my firm liable for penal action for suppression of facts.

Yours Sincerely

Signature with seal of the Bidder
Date:-

Total: - 12(Twelve) pages only.

APPROVED

Sd/-
Project Manager