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**GOVERNMENT OF INDIA**  
**OFFICE OF THE PR. COMMISSIONER OF CUSTOMS (PORT)**  
**15/1, STRAND ROAD, CUSTOM HOUSE, KOLKATA-700001**

**NOTICE INVITING E-TENDER THROUGH E-PROCUREMENT For**  
**Comprehensive Annual Maintenance of IT equipment at various sections under Port**  
**Commissionerate.**

Online e-tenders through e-procurement under two bid system (Technical and Financial Bid) are invited from parties/firms for comprehensive Maintenance Contract in respect of computers and Peripherals (as per the BOQ enclosed) at various sections under jurisdiction of Office of the Principal Commissioner of Customs (Port) and Chief Commissioner's Office, for a period of one year from **01.06.2022 to 31.05.2023**. The technical and financial terms and conditions of the AMC for **278 Desk top PCs, 220 inkjet/laser Printers, 29 All in One system (AIO), 56 Multi-Functional Printers and 28 Scanners shall be as follows: -**

**(A) TECHNICAL**

(i) The firm should be in the business of maintenance of Computers and its peripherals at least for the last 3 years. A copy of the Trade License should be submitted. (Requisite document to support this claim will have to be produced for verification)

(ii) The firm must have expertise and experience in LAN troubleshooting and must have executed AMC of at least one Central Government organizations (Ministries, Government department, PSUs etc.) during **last 03(three) years, 2019-2020, 2020-21, 2021-2022. One of these AMCs must be for a minimum of 40 Computers and 20 Printers.**

(iii) A satisfactory performance certificate regarding AMC from at least one Govt. department/PSUs shall have to be furnished.

(IV) The firm must be willing to provide onsite support for PCs, Printers, Scanners and UPS of different make and models. The company should have Authorization from at least 02 (two) of HP, Dell, Samsung, Canon, HCL and Acer.

(V) The firm should have registered GST No., otherwise they have to submit a legal undertaking that the firm does not come under the purview of GST.

(VI) The address of the workshop with Telephone No. and Fax Nos. in Kolkata should be furnished.

(VII) A copy of this Tender Notice, signed on all pages, has to be returned with the bid documents, as the same will be treated as the contract between the bidder and the department on successful bidding.

(VIII) The documents and information, as mentioned above, along with **Annexures A and B** (format attached below) should be submitted with “Technical Bid”.

Financial bids of firms, who fail to fulfill any of the above conditions, will not be considered.

### **(B) FINANCIAL**

(i) The rates may be quoted on comprehensive basis for the computers, printers and other IT Equipment.

(ii) The amount of AMC should include GST and other Taxes, if applicable to be borne by the vendor. Only the firms meeting the above financial terms & conditions should submit their bid. The firm which fails to fulfill any of the above conditions will be disqualified.

### **(C) GENERAL TERMS AND CONDITIONS**

#### 1. Scope of work

1.1 The scope of work covers comprehensive annual maintenance of Hardware (Such as Computers and Printers, Scanners, UPS, Networking Components etc. of different make & model) and various Softwares, installed in the various sections under jurisdiction of Port Commissionerate, Kolkata.

1.2 To provide regular on-site Preventive maintenance.

1.3 The machines are to be taken up to the workshop, if required.

#### 2. Deployment of Engineers

2.1 The Vendor should be a Kolkata based company and it should have its main office branch at Kolkata, must provide **two (02)** resident Engineers on all the days from 09.30 AM to 06.00 PM on all working days of Customs, which may even fall on Saturday & Sundays and other holidays. The service of the resident Engineers may also be required beyond working hours on some occasions to meet emergency situations. The Contractor shall ensure that on such occasions also the personnel are deputed with no extra cost.

2.2 The engineers should be qualified Diploma Engineers with an experience of not less than two years in Computer Hardware as well as software maintenance. The Firm is required to provide evidence with respect to qualification and experience in dealing with / maintenance of Hardware and Software (as mentioned above), which would be checked by this office to verify the suitability / competency of the service engineer.

2.3 The Resident Service Engineers provided by the firm should not be changed without prior intimation to the System Manager of this department. Before appointing new Resident Engineer, his or her credentials have to be submitted to the System Manager for perusal and approval. However, if the service of the Resident Engineer is not found satisfactory by the System Manager, the firm will have to change them immediately.

2.4 The engineers should be equipped with mobile phones to ensure their availability.

2.5 The Contractor shall ensure to the extent that full particulars of engineers would be

furnished to the Superintendent (EDI) before their deployment and only after that the entry passes will be issued.

### **3. Service Assurance**

3.1 The firm would put asset number on each of the system being maintained by them. These should correspond to the numbers of equipment to be maintained in a separate register along with details of rooms/place where they are placed /located. If there is shifting of the equipment under this AMC, the firm will have to make changes in record accordingly. Superintendent (EDI) would assist the firm in this task and ensure this to be done under his supervisions. Preventive maintenance will be carried out on quarterly basis and special cleaning of the Monitor, Printer, key board, mouse etc, from outside with liquid cleaner should be done once in a month. A Preventive Maintenance Report (quarterly) and monthly cleaning reports of all the items installed at different locations should be submitted along with the quarterly bill of AMC in the name of “Commissioner of Customs (Port), Kolkata”. Failing which an appropriate penalty would be imposed. The quarterly payment will be made strictly on the basis of satisfactory report of the user.

3.2 The Schedule of preventive maintenance shall be as follows:-

- (a) Cleaning of all equipment using vacuum air, brush and soft muslin clothes.
- (b) Checking of power supply source for proper grounding and safety of equipment. Ensuring that the covers, Screws, Switches etc. are firmly fastened in respect of each equipment.
- (c) Ensure that the virus database of the installed antivirus software is up to date and make arrangements of weekly updation of the installed antivirus software, where the computer is not connected to the internet.
- (d) Shifting of equipment within the building as and when required.
- (e) Monthly scanning of the installed software, using suitable software for available updates and ensure that they are updated.
- (f) Monthly scanning of the computer using registry cleaner for resolving registry related issues
- (g) Other software and system related issues, as and when required by the user or instructed by the department.

3.3 The service engineers would take up any reported fault within 2 hours. As far as possible, the repairs would be carried out on –site itself. However, in case the equipment is needed to be taken to the workshop, the firm would provide a stand by for the same. Also stand-by inventory of Monitor, CPU, Laser Printer, HDD, RAM, Mouse and UPS should be kept in the Department. The firm will also provide maintenance and repair services on holidays in case of emergency. In case of non-availability of drivers of the machine (branded one like HP, Dell, Samsung, Canon) etc., they have to take the responsibility to arrange the same from their resources. In case, the machine is taken to the workshop for, repairing, the same has to be returned within 2 working days.

3.4 The equipment to be taken out to the workshop for repairing with proper permission of the competent officer and the same would be at the company’s own risk and expenses.

3.5 Where the items/Part/components need replacement, the same shall be replaced with

same make, specification and brand of item/component/Part. In case the requisite parts are not available, the same should be replaced with the parts of higher level compatible with the system. Replacement of hardware up to Rs 2500/- (Rupees Two Thousand Five Hundred only) shall be done by the company at its own cost. Amounts higher than this shall be reimbursed by the department on submission of Bills.

3.6 The firm shall be responsible for taking back up data and software available in PC before attending the fault and shall also be responsible for reloading the same. The backup copies are to be returned to the users, under acknowledgement from the user. In case data is lost, the firm shall be responsible for recovering the same at their cost.

3.7 Being a comprehensive contract, all liabilities arising out of any fault/replacement of any part, will be borne by the vendor, if not mentioned separately otherwise. Any damage or loss caused to the Computer/s, Printer/s, Server/s etc. or their parts due to negligence, mis-handling by user or the resident engineer shall be made good by the company either by payment in cash at the prevailing market price of that items or by a new one (from OEM) of the same make and specifications.

3.8 The contract will be valid for a period of one year from the date of commencement of the work and the period of AMC will be informed after finalization of the contract. The rates quoted will remain in force for the full period of the contract. No demands for revision of rate on any account shall be entertained during the contract period.

3.9 AMC exclude clause:-AMC will not include computer stationery like paper/ribbon/laser/ printer toners/inkjet/ cartridges/Cables/Teflon /Net working switches.

3.10 The vendor shall check all the computers/Printers/ UPS within 3 days of signing the Contract and submit report to the Superintendent (EDI). In case no report is submitted within stipulated time, it will be assumed that all the machines are in running conditions.

3.11 The Systems that are not serviceable by the agency due to obsolescence of technology or non-availability of parts/assemblies/components will be withdrawn from the maintenance contract. The decision of competent authority regarding non-availability and obsolesce of technology and withdrawal of these items from the main contract will be final. Withdrawal of Such Systems shall be communicated to the agency and equivalent maintenance charges shall be deducted accordingly.

3.12 At the end of the AMC- contract period, both the user and AMC holder shall certify the computer systems/electronic devise are in satisfactory working condition and that no fault or complaints are pending.

3.13 It may also be noted that in case of contractor backing out in midstream without any explicit consent of the Department, he/she will be liable to recovery at higher rates, vis-à-vis those contracted with, which may have to be incurred by this Department on maintenance of machines for the balance period of contract by alternative means.

3.14 The above act of backing out would automatically debar the firm from any further dealing with this Department.

3.15 The Commissionerate shall have the right to inspect company's site assess infrastructure before awarding the CAMC and it may reject contract in the event of Department's dissatisfaction about company's infrastructure or otherwise.

3.16 The contract can be terminated by this Department at any time without giving any

notice or without assigning any reason, if the work of the contractor is found unsatisfactory during the tenure of this contract. In this connection decision of the competent authority of this office shall be final and binding on the firm.

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

3.18 At the time of expiry of contract all the equipment under maintenance shall be handed over in working condition so that handing over of CAMC to next contractor takes place in a smoother manner. The vendor shall provide services for at least 15 working days from the date of expiry of the contract for smooth transfer of the CAMC to the new contractor without any extra cost in this connection, any equipment which is noted as in nonworking condition till the last hour of the CAMC contract period should be rectified by the outgoing CAMC contractor without any extra cost to the department.

#### **4. PENALTY**

4.1 If the company does not attend the complaint and rectify/solve the faults within 24 hours from the time of complaint registered to the resident engineer deployed by the company the penalty of Rs. 500/- per day shall be levied w.e.f. time and date of complaint registered.

4.2 If the company fails to repair/replace the system for one week, the system may be got repaired from the other company/firm & made functional and the expenditure incurred there on shall be covered from the CAMC holder company, apart from the penalty levied as stated in the preceding Para. This may even entail termination of the contract.

4.3 If the company fails to clean the equipment under CAMC on monthly basis, a penalty of Rs. 1,000/= each month shall be levied.

4.4 The Service Engineers will have to make attendance in the attendance sheet placed at EDI Unit. In the event of service Engineer remaining absent/on leave, without substitute thereof, deduction will be made @ Rs. 1000/-for each day of absence, from the contracted amount.

4.5 Penalty shall be deducted from the running payments.

#### **5. Confidentiality Clause:**

The Contractor must be agreed to hold in confidence with regards to any confidential information received by the Contractor, as part of the process or otherwise, and the Contractor shall maintain strictest of confidence in respect of such confidential information.

Any breach of this clause may compel the department to take appropriate legal and penal action against the contractor

#### **6. Payment**

6.1 No advance payment would be made in any case. However, quarterly payment after satisfactory completion of each quarter would be made.

6.2 The Company will not have any legal right to proceed against the Departmental in the event of late payment due to unforeseen reason.

#### **7. General**

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7.1 The Interested firms should submit their e-tender on E-procurement website in two-bid system i.e. Technical Bid and Financial Bid. The technical bid will be opened after 21 days from publishing this Tender at CPP Portal. Interested parties can be present on the mentioned date and time (mentioned at e-tender notice) at EDI(Port) section. The Financial Bid of only those bidders will be opened whose technical bids are accepted by the appropriate authority.

7.2 The undersigned reserves the right to reduce or increase the number of items offered for maintenance contract during the tenure of CAMC. This office does not bind itself to accept the lowest tender and also reserves the right to reject any quotation without assigning any reason whatsoever.

7.3 The rates quoted should be net and no discount, free services /offers quoted in the quotation will be considered.

7.4 The selected bidder shall furnish bank guarantee/Security deposit for an amount equal to 10% of the contract value which will be released on completion of contract. The bank guarantee shall be in favor of "President of India (Acting through the Commissioner of Customs (Port), customs House, Kolkata 700001) and it shall be responsibility of the bidder to make this bank guarantee valid till obligations under this contract are discharged to the mutual consent of dependent and vendor. The format of such guarantee may be collected from Superintendent (EDI Section).

7.5 In case the selected bidder fails to cope with the workload or does not render satisfactory services, the contract awarded to him shall be cancelled by the Commissioner of Customs (Port) after serving a notice period of 30 days. On cancellation of the contract, the bank guarantee/security deposit will be encashed and payment due to him if any, shall be forfeited. In this connection, the decision of the Commissioner of Customs (Port) shall be final and binding on the bidder.

**ANNEXURE- A**

DECLARATION REGARDING ACCEPTANCE OF TERMS AND CONDITIONS  
CONTAINED IN THE TENDER DOCUMENT

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To,  
The Commissioner of customs, Port,  
15/1, Strand Road,  
Custom House, Kolkata – 700001.

Date:

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Notice dated.....regarding comprehensive annual maintenance of Computers and peripherals in the offices under the jurisdiction of the Commissioner of Customs (Port), Kolkata, as mentioned in the Tender Notice dated .....

I declare that all the Terms and Conditions of this Tender Notice are acceptable to my Company. My Company does not have any terms and conditions of its own in respect of quotation being submitted for CAMC. I further, certify that I am an authorized signatory of my Company and am, therefore, competent to make this declaration.

Yours very truly,

Signature of authorized signatory with date:

Name:

Designation:

Name of firm:

Address:

Office seal;

**Annexure-B**

**(To be filled by the authorized signatory of the firm & this is to be submitted with Technical Bid**

1.	Name of the Organization/Firm	
2	Name(s) of the Proprietors/Partners/director	
3	Registered Address, Telephone (Landline/Mobile) & Fax No./E-mail no.	
4	Other Address of any branches with their telephone No. and Faxes/E-mail no.	

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5	Address and Contact Number of the Workshop	
6	Whether firm is registered under Company Act	
7	Whether firm is registered under THE CENTRAL GOODS AND SERVICES TAX ACT	
8	GST Registration Number. Copy of the same to be attached	
9	Permanent Account Number of the firm. Copy of Pan Card to be attached	
10	Provident Fund Number allotted by Regional Provident Office, if applicable. Copy of the same to be attached.	
11	Total Engineers working under this firm.	
12	Total staff except above Engineers working under this firm.	
13	Name(s) of the Public Sector/Govt Organization to whom similar services have been provided by the firm (Please attach the service Certificate from Govt. Office/Public Sector)	
14	Name of the website, email ID etc, if available	

with date:

Signature of authorized signatory

Name:  
 Designation:  
 Name of firm:  
 Address:  
 Office Seal :