



**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 AMC OF MAINTENANCE OF THE EXISTING SOFTWARE AT NEPAL BHUTAN UNIT OF CUSTOM HOUSE, KOLKATA**

Online e-tenders through e-procurement under two bid systems (Technical and Financial Bid) are invited from reputed and experienced Service providers in respect of maintenance of the existing software installed at Nepal Bhutan Unit of Custom House for a period of **Three (03) years** from **09.06.2022 to 08.06.2025**.

The technical and financial terms and conditions of the AMC shall be as follows:

**(A) TECHNICAL**

1. The initial period of contract shall be for **Three (03) years**, the contract tenure may be reduced by competent authority without assigning any reason to the Vendor/Contractor & the same will be binding on the Vendor/Contractor.
2. Only those who fulfill the following minimum criteria may submit their bids: -
  - a. The agencies should have been in existence for more than 3 years.
  - b. It should have been registered with the Government authorities concerned as per the norms in vogue (a copy of each of the registrations shall be attached with the technical bid).
  - c. It should have PAN / TIN numbers and GST registration number. Necessary documents in this regard may be attached with the Technical bid.
  - d. It should not have been blacklisted by any Government Organization. Necessary declaration to this effect should be attached with the Technical bid.
  - e. It should be willing to take up the contract on the terms and conditions.
  - f. The Firm/Agency profile should include previous experience of contracts with Government Department.
  - g. The address of the office/workshop with Telephone Nos. /Fax nos. /E-mail address in Kolkata should be furnished.
  - h. A copy of this Tender Notice, signed on all pages, has to be returned with the bid as the same will be treated as the contract between the bidder and the department on successful bidding.
  - i. The documents and information, as mentioned above, should be submitted with **“Technical Bid.”**

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

**(B) FINANCIAL**

- i. The quoted rates on comprehensive basis should contain only the rates.
- ii. The amount of AMC should include GST and all other taxes, if applicable.  
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)** Both the bids (Tender) should be super-scribed “Tender for maintenance of the existing software installed at Nepal Bhutan Unit of Custom House” should be addressed to the Deputy Commissioner of Customs, EDI (Port), Custom House, 15/1, Strand Road, Kolkata – 700 001 through e-procurement portal.

**(D) The Confidentiality Clause:** The Contractor agrees to hold in confidence any confidential information received by the Contractor, as part of the connectivity 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.

**TERMS & CONDITIONS**

1. The selected bidder shall be responsible for comprehensive maintenance and development of the software installed in Nepal-Bhutan unit. Details of the software are given in Annexure – 1. Along with this the bidder also needs to submit duly filled up Annexure-A & B
2. The contract come into effect from the date of confirmation of the order from Customs authorities and the agreement shall remain in force for a period of three (03) years from the date of confirmation.
3. **Time and Duration of Service:** The selected bidder/Service provider will provide services at the site, i.e., Nepal-Bhutan Unit, Custom House, Kolkata, from 09.00 AM to 07 PM from Monday to Saturday. In case of exigencies, the services should be provided even after office hours and on holidays. **In order to ensure uninterrupted and prompt services, the selected bidder MUST deploy at least one software developer/engineer/technician at Custom House for the above-mentioned timing.**
4. The agreed contract charges will be paid on quarterly basis on satisfactory rendering of the services under the terms and conditions of this contract and the decision/judgment of the Commissioner of Customs (Port), Custom House, Kolkata will be final in this respect. The payment of last quarter would, however be made only on satisfactory service rendered during the period. However, if any defects and shortcomings are noticed during the next bid of this tender notice then the same will be done by the department through other means and the cost towards such corrections would be deducted from the last quarter bill to be paid.
5. If the services under this contract are not rendered properly/satisfactorily and/or in a time bound manner as may be decided by the Customs authorities depending on the job to be done, the charges borne by the Customs Department for getting the services

rendered by other means will be deducted/recovered from the selected bidder who has otherwise been awarded the contract.

6. In case the selected bidder wishes to discontinue the said AMC at any point of time after acceptance, a notice to this effect should be given to this office at least three (03) months in advance. The department is however, at liberty to terminate the contract with immediate effect in case of breach of any of the terms and conditions of the said contract or if the services are not found to be satisfactory.
7. Price quoted shall be inclusive of all taxes by any government, local authority etc. as applicable to government department. No payment over and above the prices quoted shall be done by Kolkata Customs in respect of any such levies brought to the notice at a later date.
8. Within 10 days after the receipt of intimation of award of the contract from the Commissioner of Customs (Port), the successful bidder shall furnish performance security to the department, which shall be equal to 10% of the value of the contract in the form of Bank Guarantee Bond from a Nationalized Bank. The bank guarantee shall be in favor of the "President of India" (acting through the Commissioner of Customs, Port, Custom House, Kolkata) and it shall be the responsibility of the selected bidder to keep this bank guarantee valid until all the obligations on the selected bidder under this contract are discharged to the satisfaction of the department.
9. The selected bidder shall submit monthly reports to the Deputy/Assistant Commissioner of Customs (EDI), certifying the satisfactory working condition of the equipment.
10. The selected bidder will have to provide a back-up of the back-end database once in every 15 (fifteen) days from-end files (PHP, HTML etc.) and to provide a back up data (other contents of the software including PDF, Doc etc. relevant documents) in a CD/DVD Disc once in every quarter (three months). In case of hard-disk crash, data recovery and re-installation of software shall be done by the bidder.
11. If it is required by this office, the operating software and the database shall be transferred to a new server only after prior approval of this office.
12. The intellectual property rights of the Source Code and the contents of the software will be owned by the Department. If it is found that data of the department is misused, leaked, mishandled or altered, legal action will be taken against the service provider.
13. Preference shall be given to the service provider having experience in providing website hosting / maintenance service to Central / State Government Departments / PSUs. Certificates of the same should be submitted along with the bid.

**Payment Mode:-**

The payment for maintenance of the website will be made on quarterly basis on successful completion of assigned work.

**Penalty:-**

In case of unsatisfactory performance, Kolkata Customs may levy a penalty at the following rate from any bill:-

DESCRIPTION	RATE OF PENAL TV
1 <sup>st</sup> lapse/default	10% of quarterly bill
2 <sup>nd</sup> lapse/default	15% of quarterly bill
3 <sup>rd</sup> lapse/default	20% of quarterly bill
More than 3 <sup>rd</sup> lapse/default	25% of quarterly bill

Kolkata Customs will have the right to withhold payment of AMC or terminate the AMC at any time if the service of the agency is not found satisfactory. The decision of the competent authority, Kolkata Customs in this regard will be final and binding. In case of any major break down in software, the agency shall have to rectify the problems within 24 hours. If the agency shall not rectify the problem, the deduction will be made from the quarterly bill as under:-

TIME SCHEDULE	PENALTY
From 24 hours to 36 hours	5% of quarterly bill from any bill
From 36 hours to 48 hours	10% of quarterly bill from any bill
From 48 hours to 60 hours	20% of quarterly bill from any bill
More than 60 hours	25% of quarterly bill from any bill

If the breakdown in software lasts for more than 72 hours, Kolkata Customs reserves the right to terminate the contract *suo moto* and transfer the work of maintenance to any other agency as deemed fit. **For any further enquiry willing firms/ agencies may contact at 033-2231 3586.**

**SHIV SAGAR**

**DEPUTY COMMISSIONER**

**DC/AC-II-O/o Pr Commissioner-Customs-Port-Kolkata**

**shivsagar.irs@gov.in**

**05-05-2022**

**ANNEXURE- 1**

**Description of software :-**

1) The software is made using PHP and MYSQL having a Data Base presently 500 MB data and projected annual increasing of 5% to 10%. The software has multiple levels of users with different access rights. The user interface presently consists of nearly 50 pages.

2) The software is installed on a server and it is connected to 06 clients machines which may be increased by 01 or 02 in future.

The application can be divided broadly into 4 different segments:-

- 1) Nepal Import
- 2) Nepal Export
- 3) Bhutan Import
- 4) Bhutan Export

Maintenance obligation of the AMC holder:-

- 1) Ensure smooth functioning of data base and user interface.
- 2) Ensure emergency services in case of break down.

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**ANNEXURE- A**

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

To,

The Pr. 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 existing Software at Nepal and Bhutan unit 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:

Office Address:

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.	
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 Organisation 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 :	

I/589044/2022

Signature of authorized signatory with date:

Name:

Designation:

Name of firm:

Office Address:

Seal: