

	<b>भारत सरकार/ GOVERNMENT OF INDIA</b> <b>वित्त मंत्रालय/ MINISTRY OF FINANCE</b> <b>राजस्व विभाग /DEPARTMENT OF REVENUE</b> <b>सीमा शुल्क आयुक्त का कार्यालय /OFFICE OF THE COMMISSIONER OF CUSTOMS</b> <b>सीमा शुल्क भवन, मार्मागोआ, गोवा /CUSTOM HOUSE, MARMAGOA , GOA – 403803.</b> <b>दूरभाष क्रमांक/Telephone No. 0832-2521080, फैक्स-/Fax-0832-2520744</b>	
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## निविदा-सूचना

### NOTICE FOR INVITING TENDER

e-Tenders are invited at Central Public Procurement (CPP) Portal for **Comprehensive Annual Maintenance Contract (AMC) of 69 Nos. of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), 07 Nos. of Laptop, 01 No. of Projector, 89 Nos. of Printers, 10 Nos. of Scanners and 27 Nos. of UPS** installed in the Goa Customs Commissionerate having its office at:

- (i) O/o the Commissioner of Customs, Custom House, Marmagosa, Goa.
- (ii) Customs Office at Docks & Gates, Marmagosa Port Trust, Goa.
- (iii) Customs Office at Dabolim International Airport, Goa.

This Contract shall remain in force for a period of one year with effect from the date of awarding the contract. The details of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS for which Annual Maintenance Contract is required are as under:-

Sl. No.	Particulars	Brand (s)	No of Devices	Total
1	All-in-One Computer Set	HP	12	45
		Dell	33	
2	Desktop computer Set	Multi-brands	24	24
3	Laptop	Dell	01	07
		Acer	05	
		Lenovo	01	
4	Projector	Epson	01	01
5	Scanner	Epson	10	10
6	Printer	HP	57	89
		Canon	05	
		Pantum	27	
7	UPS	Multi-brands	27	27

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 following:

<b>S. No.</b>	<b>Details furnished</b>	<b>Annexures</b>
1.	Detailed meaning of the Comprehensive Annual Maintenance Contract of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS:	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/Bid Security Declaration	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.

Bids shall be submitted online only at CPP Portal 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) (CPP Portal). The critical dates for the Tender Submission and processing are as follows:-

<b>S. No</b>	<b>Timeline</b>	<b>Date</b>
i)	Tender Notice Publishing date	25/08/2021 (17:00 HRS)
ii)	Bid Document Download Start Date	26/08/2021 (10:00 HRS)
iii)	Bid Submission start date	26/08/2021 (10:30 HRS)
iv)	Bid Document Download End Date	16/09/2021 (17:00 HRS)
v)	Bid Submission End Date	16/09/2021 (17:30 HRS)
vi)	Technical Bid Opening Date	17/09/2021 (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 CPP Portal 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 CPP Portal 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. Any person who is in Government Service or any Employee of the department should not be a partner, directly or indirectly, with the Service Provider. A breach of this condition will render the tenders of both parties liable to rejection.

दिनांक/Date : 25.08.2021

संलग्न: अनुलग्नक-I से X,

**Enclosures: Annexure – I to X.**

**Digitally Signed by Sunil**

**Kumar Sahjlan**

**Date: 25-08-2021 15:46:06**

**Reason: Approved**

(SUNIL KUMAR SAHJLAN)

Assistant Commissioner of Customs (P)

Custom House, Marmagoa, 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, Custom House, Marmagoa, Goa.

## **ANNEXURE – I**

### **Detailed meaning of the Comprehensive Annual Maintenance Contract of AIO/ Desktop Computers & Peripheral set (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS.**

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#### **Preamble:**

Comprehensive Annual Maintenance Contract (AMC) of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS placed through CPP Portal is subject to the following set of Terms & Conditions and requirements. 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.

This document represents a comprehensive Terms & Conditions i.e. a Service Level Agreement (SLA), governing the contract between the Buyer and Annual Comprehensive Maintenance Service Provider Agency. 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.

**Objective and Goals:** The objective of this Agreement is to ensure that the proper elements and commitments are in place to provide consistent delivery of maintenance service to buyer by service provider. The goals of this Agreement are to:

1. Provide clear reference to service ownership, accountability, roles and/or responsibilities.
2. Present a clear, concise and measurable description of the service provisions.
3. Depict Terms and Conditions for all the involved stakeholders.
4. To ensure that the AMC Service Provider Agency understands the consequences in case of termination of services due to any of the stated reasons.

The agreement will act as a reference document that the AMC Service Provider Agency has understood the Terms & Conditions and agreed to comply with the same.

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

1. Annual Comprehensive Maintenance Service Provider Agency
2. Buyer (i.e. O/o the Commissioner of Customs, Custom House, Marmagao, Goa.)

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 AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS installed at Buyer's premises without any extra cost/ expenses to the Buyer.

**Scope of AMC Service:** The contract shall be on comprehensive basis, inclusive of repairs and replacement of spare parts without any extra payments. The AMC Service Provider/Vendor shall carry out Quarterly routine services, preventive

maintenance and breakdown maintenance for the AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS covered under AMC.

The scope of Annual Comprehensive Maintenance Service covers upkeep & smooth working of the equipment within the premises of Buyer's department as per laid down SLA and other provisions contained in the Contract. It includes on-site maintenance of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS.

**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.
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 30 working days from the date of expiry of the contract for smooth transfer of the AMC to the new contractor without any extra cost.

## **ANNEXURE – II**

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

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- 1) The bidders should have been successfully providing AMC Service for Computers & Peripherals 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 provider should not be black listed by any Government/ 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) **BID SECURITY DECLARATION IN LIEU OF EARNEST MONEY DEPOSIT (EMD):**

The Bidder has to submit "Bid Security Declaration" (OM No. F. 9/4/2020-PPD dated 12.11.2020) as per Annexure-VI accepting that in the event the bidder withdraw or modify their bids during the period of validity, or if the bidder is awarded the contract and fails to execute formal contract agreement (fail to sign the Contract) within the given timeline, or the bidder commit any breach of Tender Conditions/ Contract which attracts penal action, the bidder will be suspended from being eligible to submit Bids for all future contract(s) of Goa Customs Commissionerate for a period of five years from the date of committing such breach.
- 8) **PERFORMANCE SECURITY:**
  - a. The successful bidder has to submit Performance Security (OM No. F.9/4/2020-PPD dated 12.11.2020) equivalent to 3% of Total Contract value for Performance Security 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.

## **ANNEXURE – III**

### **GENERAL TERMS AND CONDITIONS FOR SERVICE PROVIDER (SP)**

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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 AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS shall be carried out on site at the place where it is located. No Device/ Machine 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 device/ machines under contract.
3. In exceptional circumstances where the device/ machine 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 AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS.
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 repair/ maintenance works 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 is being 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 data/ any information stored in or related to the AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS under AMC. Service Providers shall be required to take appropriate measures to maintain confidentiality obligations by its personnel engaged. The Service



Provider will be required to take appropriate actions in respect of his personnel to ensure the obligations of non-use and non-disclosure of confidential information. Service Provider's personnel shall ensure the obligations of non-use and non-disclosure of confidential information.

12. Immediately on award of the service order, the Service Provider would prepare and give a report regarding taking over of the equipment [AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS] for maintenance purpose before commencement of the AMC Service. It shall be the responsibility of the Service Provider to make the Device/ Machine work satisfactorily throughout the contract period, also to hand over the same to the department in working condition on expiry of the contract. For smooth transfer of the AMC to the new contractor, the Service Provider shall provide services for at least 30 working days from the date of expiry of the contract without any extra cost. In case any damage in the equipment/ Device/ Machine is found, penalty would be applied at the time of payment and the amount as per the defined, penalty would be deducted. Post contract award, the Service Provider should provide the structure of escalation matrix and call logging mechanism for prompt response and repair within stipulated time frame.
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. Routine Preventive Maintenance shall be done on Quarterly basis as per industry standard/ Maintenance manual of the equipment [AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS]. The Service Provider shall ensure that all equipments are maintained at optimum operating levels. The parts/ components/ sub-assemblies used for repair/ replacement by the Service Provider will be new, genuine OEM parts (or as prescribed by OEM in their Service Manual depending upon the item under contract) of the same make and functional capability as originally available in the system. Any issue due to improper Maintenance of the equipments during the contract period shall be rectified by the Service Provider without any extra cost/ expenses to the buyer. The quarterly routine maintenance shall be carried out during office hours, primarily at the premises as specified in the work order. In case, the Service Provider feels that the equipment cannot be repaired at site, they should carry themselves to their designated workshop after due approval from the competent authority for prompt repair and deliver the functional equipment back to user at their own cost and risk after getting it repaired promptly.
15. **Availability and replacement of Spare parts, accessories etc.:**
  - a. The Service Provider shall undertake to arrange genuine spares parts of the AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS 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/ non-consumable articles/ parts such as necessary & adequate tools/ instruments required for cleaning of equipment/ machinery, repairs and maintenance will be provided by the Service Provider at no extra charge to the Buyer.
  - e. The repairs/ replacement of spare parts and maintenance will be provided by the service provider at no extra charge to the buyer.
  - f. Service provider shall provide minimum warranty of 6 months for the replaced part from date of such replacement /repair.
16. In case of delay in attending to problems, breakdown of system due to improper handling by the Service Provider's personnel etc. then penalties for violation of Service Level Agreement (SLA) shall be levied as indicated in the Penalty Clauses.
17. After carrying out repair/ parts replacement work, certificate regarding equipment working condition should be obtained from Buyer.
- 18. 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 AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers, UPS etc. and quick resolution of the fault during the AMC period. The deployed service engineer should be trained, experienced and competent to carry out necessary maintenance service for the equipment as per bench marked maintenance practices/ OEM manuals in user's location. He should be having expertise to attend all the issues pertaining to the repair/ maintenance of all kind of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers, UPS etc. and relevant technical/ 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.
19. **Response Time:** The service provider has to maintain the response time for attending the complaint for maintenance services during the AMC period.

Complaint can be registered either telephonically or by e-mail or in person at helpdesk setup established by Service Provider at user premises. Service Provider should provide contact point and structure of escalation matrix to buyer/consignee at time of commencement of services. 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. Continuous efforts should be made by Service Provider Agency (SPA) to minimise the down time of the equipment as a part of the duties of the service provider agency.

- a. Ordinarily, a complaint must be attended within 4 hours when no change of spare part is involved. However, in case of requirement of change of spare part, the complaint should be resolved within 48 hours of its receipt/ lodging. Majority of faults should be rectified in the first response itself. However, maximum period allowed for defect rectification shall be 48 hours.
- b. The Service Provider/ Engineer should use suitable instruments/ tools to examine and repair the equipment. The AMC Vendor should have the required drivers / software for maintaining the compute devices and peripherals and for configuring them.
- c. Service provider should also do the update/ maintenance of operating system, software installation provided by user, installation of patches, configuration of applications (clients' side) and updating of drivers etc. The Service Provider will make sure that all the software/ hardware assets are in working conditions in users' premises.
- d. In case the Service Provider fails meeting maintenance service requirements in time and the equipment did not get repaired or an alternative equipment/ system is not supplied within the period of 48 hours from the time of failure reported, then the Buyer reserves its right to make its own alternative arrangements to get the servicing/ repair/ maintenance/ replacement of the equipment from any other authorized/ suitable service agency to avoid loss of productivity. Under such circumstances Service Provider would reimburse the cost/ expenditure of such arrangements incurred by the buyer/consignee. Alternatively buyer is free to deduct from scheduled payment of SPA.

## 20. System Uptime

The breakdown time (Equipment wise) will be worked out as under:

**Total Machine's Days (X)** = (NO of equipment under AMC)\*No. of working day in a quarter.

**Breakdowns (Y)** = Cumulative Sum of breakdown duration of all the equipment under AMC in days during the quarter

**Percentage uptime** =  $(X-Y)/X * 100$ .

**The Service Provider shall ensure minimum 90% uptime.**

## 21. Maintenance of Record:

- a. The SPA would put asset number on each of the system being maintained by them. These should correspond to the number/s of equipments to be maintained in a separate register along with details of rooms/location where these assets are installed. If there is shifting of the equipment/s under this AMC, the SPA will have to make changes in record accordingly. Designated Officer in charge (IT Systems) would assist the firm in accomplishing this task and ensure this to be done under his supervision.

- b.** The Service Providers/ Service Engineer should maintain proper records of the Complaints/ Calls at buyer's location and the same should be resolved by the service provider within 4 hour or 48 hours (as applicable) of logging any Complaints/ Calls and Register shall be maintained for that.
- c.** Service Provider (SP) shall maintain register indicating details of equipment being maintained and details of rooms/ place where they are installed.
- d.** 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. Service Provider shall provide quarterly call logged and resolution data on pdf/ excel format.

**22. Payment Terms:**

- a.** The payment will be made to AMC Service provider on quarterly basis (if the services are satisfactory) on submission of bill/ invoice and Uptime details to the buyer by the vendor on completion of each quarter. Penalty as per SLA shall be levied, if applicable.
- 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.

**23. 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.** Penalty to be imposed if the resolution/ maintenance do not involve part replacement is delayed above 4 hours.
- c.** Penalty to be imposed if the resolution/ maintenance involving part replacement is delayed above 48 hours.
- d.** If the Service Provider fails to repair/ replace the equipment within the stipulated response time and is not able to complete or turn up for the complaints/ calls, the said work may be got done from any other agency and the expenditure incurred in such repair/ replacement shall be recovered from Service Provide or alternatively deducted from the due bill amount of the Service Provider, apart from the penalty levied as stated in preceding clause. This may even entail termination of the contract and forfeiture of security deposit.
- e.** A penalty will be imposed in case of failure to meet the defined System Uptime.
- 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.

**h.** The details of imposable penalty in different circumstances are as under:

<b>Sl. No.</b>	<b>Service Level Agreement</b>	<b>Base Line Performance</b>	<b>First default</b>	<b>Second default</b>	<b>Third default and subsequent defaults</b>
<b>1</b>	Delay in starting the AMC Services	AMC Services to start within maximum 1 week from award of the contract	Termination of contract		
<b>2</b>	Log sheet Maintenance	Log sheet to be maintained Per Visit/ per maintenance arising on complaint/ call	Warning to be given	Rs. 250/-	Rs. 500/-
<b>3</b>	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		
<b>4</b>	Delay in carrying out repairs where no spare part change is involved	4 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
<b>5</b>	Delay in carrying out repair in where change of spare part is involved	should be resolved within 48 hours 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
<b>6</b>	Non provision of proper identity card to resources	Should be provided	Rs. 500/-	Rs. 750/-	Rs. 1000/- for 3 and subsequent

	employed by service provider or non-display of identity card				default
<b>7</b>	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

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

Following are the list of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS to be covered under Comprehensive Annual Maintenance Contract:

Sl. No.	Particulars	Brand (s)	No of Devices	Total
1	All-in-One Computer Set	HP	12	45
		Dell	33	
2	Desktop computer Set	Multi-brands	24	24
3	Laptop	Dell	01	07
		Acer	05	
		Lenovo	01	
4	Projector	Epson	01	01
5	Scanner	Epson	10	10
6	Printer	HP	57	89
		Canon	05	
		Pantum	27	
7	UPS	Multi-brands	27	27

**Note:** Service provider may depute/engage a suitable team to visit and inspect the site to ensure the AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS 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.

**ANNEXURE-V**  
**TECHNICAL BID**

S. No.	Particulars	
1.	Name of firm/Company/Agency:	
2.	Complete Address:	
3.	Contact Details (Telephone/ Mobile no./ E-Mail ID):	
4.	Name and Designation of the Authorized person:	
5.	Registration No. of the Firm (Copy to be enclosed):	
6.	Number of years' experience in providing AMC of AIO/ Desktop Computers & Peripheral sets (including Keyboard & Mouse), Laptop, Projector, Scanners, Printers and UPS in Central Government/Public Sector Undertakings	
7.	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)	
8.	PAN Number (Copy to be attached)	
9.	GST Registration No. (Copy to be attached): (If turnover is below GST threshold, Attach undertaking)	



**ANNEXURE-VI**

**PRICE/ FINANCIAL BID/BID SECURITY DECLARATION**

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

**PRICE BID UNDERTAKING**

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From: Full name & address of the bidder

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To,  
The Assistant Commissioner (P),  
O/o the Commissionerate of Customs,  
Custom House, Marmagoa, 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-VI/ BoQ** exclusive of all applicable taxes.

Yours Faithfully,

Signature of Authorized Representative

**BID SECURITY DECLARATION IN LIU OF EMD**

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**(On bidder's Letter Head)**

I / We, the authorized signatory of M/s \_\_\_\_\_, participating in the subject tender No. \_\_\_\_\_ for the item/ job of \_\_\_\_\_, do hereby declare:

- (i)** That I/ we have availed the benefit of waiver of EMD while submitting our offer against the subject Tender and no EMD being deposited for the said tender.
- (ii)** That in the event we withdraw or modify our bids during the period of validity, or if I/ we am/ are awarded the contract and fail to execute formal contract agreement (fail to sign the Contract) within the given timeline, or I/ we commit any breach of Tender Conditions/ Contract which attracts penal action, I/ we will be suspended from being eligible to submit Bids for all future contract(s) of Goa Customs Commissionerate for a period of five years from the date of committing such breach.

**Signature and Seal of Authorised Signatory of bidder**  
**Name of Authorized Signatory** \_\_\_\_\_  
**Company Name** \_\_\_\_\_

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

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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

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

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

Dear Sir,

**Subject: Acceptance of Terms and Conditions of Tender-reg.**

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.

Date:

Yours Faithfully,

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

## **ANNEXURE- IX**

### **Instructions for Online Bid Submission**

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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 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/ Bid Security/ EMD as applicable and enter details of the instrument.
4. Bidder should prepare and submit the Bid Security/ EMD Declaration as per the instructions specified in the tender document. 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 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.

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

Bidder is required to fill-up this checklist:

S. No.	Item description	Yes/No	Bid Reference
1	Technical Bid (Annexure-V)		
2	Financial Bid/ Price Bid Undertaking Bid Security/EMD Declaration (Annexure-VI)		
3	Tender Acceptance Letter (Annexure-VIII)		
4	Letter of authorization to submit bid and an undertaking that the agency hasn't been blacklisted (Annexure-VII)		
5	Financial/Price Bid Undertaking		
6	Registration Certificate		
7	Experience details of Last 02 Years		
8	PAN Card		
9	GST Registration Certificate		

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