TENDER NOTICE FOR COMPREHENSIVE ANNUAL MAINTENANCE CONTRACT OF ONLINE UPS

C.No. II(39)02/DGS-UPS/COMP&TRG/SH/2018/ Dated

Office of the Commissioner of Customs (Preventive), NER, Shillong invites Sealed quotations for a comprehensive Annual Maintenance Contract (AMC) of Online UPS – 03 nos. of 5KVA and 01 no. of 3KVA. The site location is – Custom House, 110 MG Road, Shillong – 01.

Interested firms should submit their tenders in two-bid system i.e., Technical Bid and Financial Bid separately inside the main envelope. The Technical bid and the financial bid should be sealed by the bidder in separate envelopes duly super-scribed with “Technical bid for AMC of Online UPS – 03 nos. of 5KVA and 01 no. of 3KVA” and “Financial bid for AMC of Online UPS – 03 nos. of 5KVA and 01 no. of 3KVA” respectively and both these sealed covers are to be put in a bigger envelope which should also be sealed and duly super scribed with “Bids for AMC of Online UPS – 03 nos. of 5KVA and 01 no. of 3KVA” and send to the undersigned at the earliest. Technical Bid will be opened first and Financial Bid will be opened only of those firms, who qualify the Technical Bid.

Last date of receipt of the Tender : 28.02.2019 upto 15:00 Hrs.
Date of opening of Tender : 01.03.2019 at 12:00 Hrs.

The Tenders/ Quotations which are received incomplete and / or filed after the due date shall be summarily rejected. This Office reserves the right to accept or reject any or all tenders without assigning any reason.

The requirements and conditions need to be fulfilled by the vendor are specified as follows:-

(A) TECHNICAL TERMS & CONDITIONS
1. The firm should be in the business of maintenance of Online UPS for at least last 3 years & must provide satisfactory service certificate from at least two Central Government organisations (Ministries, Govt. Department, PSUs etc) (Requisite documents to support this claim will have to be produced for verification)
2. The firm must be willing to provide onsite support at Custom House, 110 MG Road, Shillong, Meghalaya – 793001
3. The firm should be registered with the GST and possess valid GST Registration Number.
4. The firm should submit the complete list of the engineers on rolls of the firm with qualification and experience as well as list of engineers whom they will provide to this office in case they are selected in the tender.
5. The address of the firm/ Workshop at Shillong with Telephone/ Mobile no. and email ids should be given.
6. A general undertaking that all terms and conditions of this Bid documents are acceptable in the format placed at Annexure – A to this document. This needs to be signed by an authorized person of the applying firm.

Only the firms meeting the above technical terms and conditions should submit their quotation in
Technical Terms & Conditions. Financial bids of firms, who fail to fulfil any of the above conditions, will not be considered.

(B) FINANCIAL TERMS & CONDITIONS:-
1. The rate should be quoted on comprehensive basis in the proforma placed at Annexure-C in sealed cover which includes replacement of any items/ spare parts of goods/ standard quality for keeping the machine active and free from any defects/ disturbance, maintenance of UPS.
2. All the spare parts of the machine covered under AMC. Original spare parts only would be replaced by the company free of cost during the AMC period.
3. The amount of AMC should include GST and other taxes to be borne by the vendor.
4. The quotations should be accompanied by an earnest money of **Rs. 5,000/- (Rupees Five Thousand only)** in the form of Bank Draft in the name of the Commissioner of Customs (Preventive), NER, Shillong – 01. Cash and cheque will not be accepted. Quotations received without earnest money shall be summarily reject without assigning any reason there of and applicant shall not have any right to represent against it, even if, his quotations happen to be the lowest. The earnest money shall be returned to the unsuccessful bidder after the finalization of the contract. The firm whose quotation is finally accepted, the earnest money deposited with the Tender Document will be adjusted towards Performance Security in the form of Bank Guarantee. The Bank Guarantee should be valid for a period of Sixty (60) days beyond the date of completion of all contractual obligation of the successful bidder. The security deposit will be released after satisfactory completion of the contract.

(C) GENERAL TERMS & CONDITIONS:-
1. Scope of Work
   1.1 The scope of work covers maintenance of online UPSs installed at Customs Hqrs. Office, Shillong.
   1.2 To provide regular on-site Preventive Maintenance.
   1.3 To attend the calls of user and resolve their issues. If deemed necessary replace the old & defective parts with new genuine parts of the machine and maintain its record.

2. Deployment of Engineers
   2.1 The services of the engineer of the contractor may be required on non-working days or beyond officer hours on working days on some occasions to meet emergency situation. 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 Engineer/ Certificate holders in carrying out hardware/ software related works with an experience of not less than two years. The Firm is required to provide evidence in respect of qualification and experience of the service engineer, which would be checked by this Office to verify his suitability/ competency.
   2.3 The engineer must be equipped with mobile phone provided by company for quick communication. If any engineer is required to take leave, a suitable replacement would have to be provided.

Only the firms meeting the above terms and conditions should submit their quotation in sealed cover. The Firm fails to fulfil any of the above conditions will be disqualified.

3. Service Assurance
   3.1 The Firm would put asset 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/ place where they are placed/ located. Preventive maintenance will be carried out on quarterly basis and special cleaning of the Machines from outside with liquid cleaner should be done once in a month. A Preventive Maintenance Report (quarterly) should be submitted along with the half-yearly bill in the name of “Commissioner of Customs (P), NER, Shillong”, failing which an appropriate penalty would be imposed. The half-yearly payment will be made strictly on the basis of satisfactory
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.
(c) Ensuring that the covers, screws, switches etc. are firmly fastened in respect of each equipment.

3.3 The service engineers would take up any reported fault within 24 hours. As far as possible, the repairs would be carried out on-site itself. However, in case the equipment is taken to the workshop, the firm would provide a stand by for the same. The equipment(s) to be taken out to the workshop for repair with proper permission of the competent officer would be at the company's own risk and expenses.

3.4 Where the items/ parts/ components need replacement, the same shall be replaced with the 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.

3.5 The contract will be valid for a period of **One Year** 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. It will be open to the Office of the Commissioner of Customs (Preventive), NER, Shillong to extend the term of the agreement on the same terms and conditions for a further one year, if necessary.

3.6 The vendor shall check all the machines covered under AMC within 5 days of signing the contract and submit report to the Superintendent (Computer & Training). In case no report is submitted within stipulated time, it will be assumed that all the machines are in running condition.

3.7 At the end of the AMC-contract period, both the user and AMC holder shall certify separately that the online UPSs are in satisfactory working condition and that no fault or complaints are pending.

3.8 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-a-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.

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

3.10 Customs Hqrs., Shillong shall have the right to inspect company's site to assess infrastructure before awarding the AMC and it may reject contract in the event of Department's dissatisfaction about company's infrastructure or otherwise.

3.11 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 currency of this contract. In this connection, decision of the competent authority of this office shall be final and binding on the firm & no explanation will be given in this regard to the firm.

3.12 Any matter during the period of this agreement which has not been specifically covered by this agreement shall be decided by this office whose decision shall be final and conclusive.

3.13 In case of any dispute of any kind and in any respect whatsoever, the decision of this office shall be final and binding on the firm.

3.14 This office has the right to amend, rectify, alter and relax any conditions referred above for this tender without assigning any reasons.

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

4. Penalty

4.1 If the firm 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, penalty of Rs. 100/- per day shall be levied w.e.f. time and date of complaint registered.
4.2 If the company fails to clean the equipments under AMC on monthly basis, a penalty of Rs. 500/-
each month shall be levy.

5. Payment

5.1 No advance payment would be made in any case. However, half-yearly payment after satisfactory
completion of each half-yearly would be made.

5.2 The company will not have any legal right to proceed against the Department in the event of late
payment due to unforeseen reason.

6. Quotation received without sealed cover or without quoting rates in the specified proforma will not be
accepted. The undersigned reserves the right to reduce or increase the number of items offered for
maintenance during the contract of AMC. In this regard, no modifications will be made in the rate of
contract which is finalized already. 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. The rate quoted should be net and no discount, free services/offers quoted in the quotation will be
considered.

8. The tender notice is also available at the Official website www.shillongcustoms.gov.in

(Wazim Mustafa)
Assistant Commissioner
Customs Hqrs Office, Shillong

C.No. II(39)02/DGS-UPS/COMP&TRG/SH/2018/ 9438 - 40 (A) Dated 7 FEB 2019

Copy to

1. Notice Board
2. The Webmaster, CBIC for uploading the tender in the website.
3. Shillong Customs website – shillongcustoms.gov.in

(Wazim Mustafa)
Assistant Commissioner
Customs Hqrs Office, Shillong
ANNEXURE-A

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

To,

The Assistant Commissioner
O/O the Commissioner of Customs (Preventive)
NER, Shillong
Custom House, 110 MG Road
Shillong – 793 001

Sir,

I have carefully gone through the Terms and Conditions contained in the Tender Notice No. _______ dated ______ regarding on-site Comprehensive Annual Maintenance Contract (AMC) of Online UPSs installed in Custom House, Shillong and Shillong Customs Division along with its subordinate offices as mentioned in Annexure-C of the Tender Notice.

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 Comprehensive AMC. I further certify that I am an authorized signatory of my company and I am, therefore, competent to make this declaration.

Yours Very Truly,

Signature of authorized signatory
Date:
Name:
Designation:
Name of Firm:
Address:
**TECHNICAL BID**

*(To be filled by the authorized signatory of the firm & this is to be put in sealed Envelope super scribed with “Technical Bid for Computers & its Peripherals”)*

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<tbody>
<tr>
<td>1</td>
<td>Name of the Organization / Firm along with Registered address, Telephone, email id &amp; Fax No.</td>
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<tr>
<td>2</td>
<td>Name(s) of the Proprietors/ Partners/ Director</td>
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<td>3</td>
<td>Address of local branch (Shillong) with their telephone No. &amp; Fax No.</td>
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<td>4</td>
<td>GST Registration Number (copy to be attached)</td>
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<td>5</td>
<td>Permanent Account Number of the firm (Copy of PAN Card to be attached)</td>
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<td>6</td>
<td>Name of Service Engineers &amp; their qualifications</td>
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<td>7</td>
<td>Whether EDM in the for of DD submitted?</td>
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<tr>
<td>8</td>
<td>Whether the firm is in business of maintenance of Online UPS since last Three years?</td>
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<td>9</td>
<td>Name(s) of the Two Public Sector/ Govt. Organization to whom similar services have been provided by the firm (Please attached the service Certificate from Govt. Office/ Public Sector) in last three years.</td>
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<td>10</td>
<td>Whether the firm is willing to provide onsite support for Online UPS of different makes and models?</td>
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<tr>
<td>11</td>
<td>Whether undertaking as per Annexure-A duly filled and signed by authorized person of the firm?</td>
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Signature of authorized signatory
Date:
Name:
Designation:
Name of Firm:
Address:
FINANCIAL BID

(To be filled & signed by the authorized signatory of the firm & this is to be put in separate sealed covered super scribed with “Finalcial Bid for Online UPS”)

Total Nos.- 5 KVA - 03 nos.
            3 KVA - 01 no.

Location: Custom House, 110 MG Road, Shillong – 793 001

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<tr>
<th>Total AMC cost (inclusive of all taxes and charges) for One year from the date of Contract</th>
<th>In digits Rs. ......................</th>
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|                                                                                         | In words Rupees (--------------------------)
|                                                                                         | -------------------------------|
|                                                                                         | ---------------------------------|

Signature of authorized signatory
Date:
Name:
Designation:
Name of Firm:
Address: