

**OFFICE OF THE COMMISSIONER OF CUSTOMS (EXPORT)  
ELECTRONIC DATA INTERCHANGE (EDI)  
NEW CUSTOM HOUSE, BALLARD ESTATE, MUMBAI 400 001.**

F. No. S/1-89/2017-18 EDI Part I

Date: - 14.08.2019

**NOTICE INVITING E-TENDER**

Online e-Tender is invited by the office of Commissioner of Customs (Export), EDI, New Custom House, Ballard Estate, Mumbai from eligible and experienced/ reputed firms for a Comprehensive Annual Maintenance Contract (AMC) work for a period of one year for the Maintenance of Local Area Network (LAN) System (ICES 1.5 version) of about 350 Computers & connected Patch panels in the New Custom house (Old Building. & Annexe Building.), Ballard Estate, Mumbai-400001 and three Customs EDI sites (UB, Centre, Frere Basin & MOD) in Mumbai Docks at Mumbai Port Trust area and five touch screens.

The e-tender is invited in a two-bid system, viz., Technical/ Qualifying Bid and Financial Bid. The details of work specifications, terms & conditions outlined in the Annexure to this e-tender are as under:-

1. Annexure-I Terms & Conditions
2. Annexure-II - Technical Bid form
3. Annexure-III - Financial Bid form

All prospective bidders are invited to submit their bids under Two-Bid systems for the subject work, as detailed below, in accordance with the tender documents enclosed:-

MODE OF TENDERING:	e-tendering through portal <a href="https://eprocure.gov.in">https://eprocure.gov.in</a>
EARNEST MONEY DEPOSIT:	Rs. 50,000/- (Rupees Fifty Thousand only)
LAST DATE & TIME FOR SUBMISSION OF BID:	28.08.2019, 18.00 hrs
DATE & TIME FOR OPENING OF TECHNICAL/ QUALIFYING BID:	29.08.2019
DATE & TIME FOR OPENING OF FINANCIAL BID:	30.08.2019

Interested bidders may download the Notice Inviting e-Tender from the e-procurement portal <https://eprocure.gov.in>. The tender enquiry documents will be available on official website of CBIC ([www.cbic.gov.in](http://www.cbic.gov.in)), official website of Mumbai Customs Zone-1 (<http://www.mumbaicustomszone1.gov.in>) and on <https://eprocure.gov.in> from 14.08.2019. In the event of any of the above mentioned dates being subsequently declared as a holiday/ closed day for this office, the tenders will be opened on the next working day at the scheduled time.

The e-Tenders should be submitted on-line on the website <https://eprocure.gov.in> in complete in all respects on or before 28.08.2019 in two separate files addressed to the Commissioner of Customs (Export), New Custom House, Ballard Estate, Mumbai-400001. The technical/ qualifying bid shall be opened by the e-Tender Evaluation Committee on 29.08.2019. Incomplete bid documents shall be rejected. The valid bids shall be scrutinized by the e-tender evaluation committee to shortlist the eligible bidders. Thereafter, the financial bids of the short listed bidders shall be opened on 30.08.2019 by the e-tender evaluation committee.

Bidders shall submit the technical as well as the financial bid through e-tendering portal (<https://eprocure.gov.in>) only. Bids submitted by courier/ post/ in person shall not be accepted in this tender.

The Bidder should clarify any doubts/queries regarding the specification/brand from the Appraiser of Customs, EDI Section, NCH, on any working day between 11.00 AM to 5.00 PM before 28.08.2019. The Bidder should fulfil pre-qualification conditions of the e-Tender and should sign each and every page of the e-tender including the annexure as a token of acceptance of all the terms and conditions contained therein and submit all documents attested by the authorized person along with the bid. The e-tender form shall be rejected if it is not complete in all respects.

Sd/-  
(Dandapani Behera)  
DEPUTY COMMISSIONER OF CUSTOMS  
EDI/ NCH, MUMBAI.

**Encl:** Annexure I, II & III

**Copy to:**

- I. Notice Board
- II. e-procurement portal (<https://eprocure.gov.in>)
- III. CBIC website ([www.cbic.gov.in](http://www.cbic.gov.in)) through telex section, New Custom House, Mumbai – I
- IV. Mumbai Customs Zone-1 website (<http://www.mumbaicustomszone1.gov.in>)

## ANNEXURE-I

(To the Tender Notice F. No. S/1-89/2017-18 EDI Dtd.14.08.2019)

### TERMS & CONDITIONS

#### 1. THE SCOPE OF WORK:-

The vendor is to ensure connectivity to all the Personal Computers connected to LAN and maintain the network on a 24X7 basis. The required work of maintenance will be comprehensive and will cover all the below mentioned areas and related work.

- i) To maintain the cables and RJ 45 connectors including repair of cable faults of LAN cables installed in New Customs House, Mumbai and at 03 Customs EDI Docks Sites;
- ii) To maintain following Network Devices:

S. N.	Equipments/ Network Devices	Quantity
1	Cisco 4000 Router	1
2	Cisco 1700 Router	1
3	Cisco Catalyst 5505	5
4	D-Link DES 816 TP	2
5	D-Link DES 1024D	15
6	D-Link 104N	1
7	D-Link 1016N	1
8	TP Link HP-6900	1
9	Dax 5016S	1
10	Patch Panel Lucent 06	12
11	Cisco 2514 (MOD, Ray Road)	1
12	Cisco 2821 (Frere Basin)	1
13	Cisco 2514 (UB-Centre,Indira Dock)	1

- iii) Maintenance of 05 Touch Screens supplied and installed by M/s. Forbes Technosys Ltd in New Custom house (Old Building. & Annexe Building.), Ballard Estate, Mumbai-400001, connected to Local Area Network (LAN) System and maintenance of switches/spike guard, cables connected to above said Touch Screens. The vendor has to provide Comprehensive Maintenance for all 05 Touch Screen.

## 2. ELIGIBILITY CRITERIA FOR TECHNICAL BIDS:-

Technical/ qualifying bid shall be submitted in a prescribed format as laid down in the Annexure II. The bidder shall furnish all the documents/ information/ annexure as listed below:

- i) The bidder should have Minimum annual turnover more than Rs. 15 Lakhs in last financial year, in this regards CA certified certificate & Balance sheet should be furnished.
- ii) The bidder should have the Shop & Establishment certificate for their authorized shop and service Centre for last three years in Mumbai.
- iii) The bidder firm should furnish and provide Income Tax Assessment Certificate for last three financial years.
- iv) The bidder should not have been disqualified or served memorandum by any Central Govt./State Govt./Semi Govt. Organizations/Private Organisation for similar work, NOC/Satisfactory report from three different organizations in Mumbai only, be furnished along with self declaration in this regard.
- v) The bidder intending to submit the tender shall be a reputed organization in the field of LAN & Touch screen Maintenance and having experience in this field for at least three years in Mumbai, Experience in Central Government Department will be preferred, work orders for LAN & Touch Screen for three different years be furnished in order to substantiate three years experience.
- vi) The bidder should have currently looking at least five AMCs of similar nature in any Central Govt./State Govt./Semi Govt. Department in Mumbai. Work orders must be furnished in this regard.
- vii) The bidder should have quality management certificate ISO 9001:2015 in support of providing their qualitative services.
- viii) The bidder should submit engineer/technician details as per Para 6.2 of Annexure-I.
- ix) The bidder must have obtained AADHAAR Number & Permanent Account Number (PAN) under Income Tax Act, 1961.
- viii) The service provider should be registered under GST Act 2017.

## 3. FINANCIAL BID REQUIREMENTS:-

The bidder shall submit financial bid in the prescribed format as laid down in Annexure-III. The quoted rate shall include all taxes and all other liabilities.

## 4. EARNEST MONEY DEPOSIT:-

An Earnest Money Deposit (non-interest bearing) of Rs.50,000/- (Rupees fifty thousand only) should be submitted by the Bidders by way of Demand Draft/ Bank guarantee in favour of " **RBI A/C Commissioner of Customs, Mumbai**", payable at Mumbai. Demand Draft/ Bank Guarantee should be sent in original to 'Deputy Commissioner of Customs, EDI, 1<sup>st</sup> floor, Annexe Building, New Custom House, Ballard Estate, Mumbai-400001.' E-Tender without Earnest Money deposit shall be rejected. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished by the bidder are found to be incorrect or false during the

tender selection process. No interest of whatsoever the nature shall be payable by the department towards Earnest Money Deposit.

EMD will be exempted for Micro and Small Enterprises (MSEs), however, the bidder firm must furnish attested copy of Valid Registration/Exemption certificates, if any, in this regard.

#### 5. PERFORMANCE SECURITY DEPOSIT:-

The successful bidder shall furnish security deposit to the Office of Commissioner of Customs (Export) within 30 days of the issuance of the contract, which shall be 10% of the total annual maintenance contract value awarded and shall be in the form of Bank Guarantee from a Scheduled Bank drawn in favour of "**RBI A/C Commissioner of Customs, Mumbai**", payable at Mumbai, valid for the contract period and plus three months thereafter. Earnest Money Deposit of the successful bidder will be refunded only after depositing of Performance Security Deposit.

- No interest will be payable by the office of the Commissioner of Customs (Export), EDI on Performance Security Deposit.
- In case of breach of contract or violation of any terms of contract, security deposit shall be forfeited.

#### 6. OTHER TERMS AND CONDITIONS:-

1. One (01) qualified Network Administrator and one (01) engineer/technician having minimum 05 years of experience are to attend such type of work and should be available on all working days in the EDI Section based in New Custom House, Mumbai. If services are required to be executed on Saturday/Sunday and Holidays, the same may be completed with prior intimation to the department.

2. Network Administrator and engineer/technician must have following criteria:

Sr. No.	Designation	Qualification	Minimum Experience	No. of staff required
01	Network Administrator	Degree(B.E./B. Tech/BSC) (Computer Science/Information Technology from a recognized University with minimum 60% marks)	05 Years	01
02	Engineer/ Technician	Degree(B.E./B. Tech/BSC) (Computer Science/Information Technology from a recognized University with minimum 60% marks)	05 Years	01

Experience Certificate, Qualifying Degree, Certificates should be provided in support of above claim.

3. The bidder intending to submit the tender shall be a reputed organization having sufficient technical knowledge /experience in such field with a good track record and in the past provided such services to Central / State Government Offices will be preferred. Interested bidders should provide details of work experience of the company, existing client list, and organizational strength/background, general profile of the organization and work orders and other relevant documents & information as specified above.

4. The bidder will ensure one Network Administrator and one Engineer/Technician having requisite experience to attend such type of work and should be available as and when required on all working days and on holidays whenever required in New Custom House, Mumbai based in EDI Section.
5. The down time will be maximum of 04 Hours for calls received during the working days and the penalty after the specified downtime will be as follows:

Sr. No.	Equipment	Downtime	Penalty
1	Cable fault	1 hour	Rs.200/- per hour
2	Cable laying	1 day	Rs.400/- per day
3	Old cable replacement/patch panel	1 day	Rs.500/- per day
4	Switch/Router	1 day	Rs.500/- per day

6. The maintenance work is all inclusive of supply of material (such as cables, switches, router, repairing of damaged Cables,), labour charges for such work etc.
7. The bidder shall not sub-contract/ outsource the job to any other agency.
8. The bill payment shall be made quarterly in the first fortnight of each quarter as per the terms and conditions of tender notice after satisfactory completion of work in each quarter.
9. Log book entries should be made after every service and there shall be at least one check/inspection per week at the locations by the authorized network administrator of the vendor. The copies of satisfactory reports should be enclosed with the quarterly bills.
10. Price quoted shall be inclusive of all taxes levied by any Government/local authorities etc. as applicable to a Central Government department. No payment over and above the prices quoted shall be done by the department in respect of any such levies brought to the notice at a later date.
11. Annual Maintenance Contract (A.M.C.) would be comprehensive i.e. including cost of new/ original spares for proper functioning of all systems and sub-systems. If any part gives repeated problem i.e. two repairs in a maximum period of one month time then it must be replaced immediately by the bidder with an original parts. In such case old part shall remain the property of this office.
12. The bidder should provide of his own source of manpower at the time of shifting, relocating, installation of any equipment mentioned in the scope of work. No manpower will be provided by the department.
13. If required, services may be executed on Saturday/Sunday and Holidays and after office hours also to complete the task with prior intimation to the department.
14. Whenever during the period of the maintenance contract, the service of the bidder firm is found to be violating any of the conditions governing the Maintenance Contract; this office has the right to terminate the contract immediately without any compensation.
15. The Network Administrator/Engineer/Technician of the bidder shall maintain system checks report and call attendance register which shall be verified and countersigned by

the officer-in-charge of the respective section or the User of the respective computer systems, which should be enclosed with the quarterly bill submitted by the bidder for payment.

16. This office does not bind itself to accept the lowest tender and reserves the right to reject any or all the tenders in which any of the criteria is not fulfilled, without assigning any reason whatsoever. Tenders in which any of the particulars and prescribed information are inadequate or incomplete in any respect or the prescribed conditions are not fulfilled, are liable to be rejected.
17. Successful bidder shall be responsible for the comprehensive operation and maintenance including repairs/replacement and preventive maintenance, of the sites within the scope of works as outlined above of this proposal on the terms and conditions hereinafter mentioned.
18. The work order will be issued to Successful bidder only after verification the original documents. Period of contract will be mentioned in the work order. The Successful bidder shall submit monthly reports to the Assistant/ Deputy Commissioner of Customs (EDI), New Custom House, certifying the satisfactory working condition of all the touch screens and other equipment mentioned in the scope of work.
19. Any tender received without adhering to the terms and conditions and / or incorporating contrary to any conditions shall be liable to be rejected summarily.
20. The Joint/ Additional Commissioner of Customs, EDI, Export reserves the right to accept or reject any of all tender/bids without assigning any reason.

**7. TERMS OF PAYMENT:-**

- a. The bidder shall submit the bill on quarterly basis at the end of each quarter, in original and duplicate, duly certified by EDI section and the same shall be paid thereof after making recovery, if any. No interim bills will be entertained.
- b. The bill payment will be subjected to TDS applicable under the Income Tax Act 1961. The bill payment shall be subjected to verification by EDI staff certifying the proper execution of the contract work and proper functioning of all 5 touch screens and other equipment mentioned in the scope of work.
- c. The payment for last quarter would, however, be made only on successfully handing over the Desktop Computers, in a condition and status not less than that in which they were taken over, to the next AMC contractor. However if the defects, shortcomings noticed during next AMC Handing over/Taking over are not set right by the successful bidder of this tender notice then the same will be done by the Department through other means and cost towards that would be deducted from the last quarter bill to be paid to them.
- d. Payment due to the bidder shall be made by the Office of Commissioner of Customs (Export) by ECS/NEFT. For this, the bidder is required to submit a mandate form to the office. In all cases, the bidder shall present his bill pre-receipted with proper revenue stamp.

## 8. RESPONSIBILITY OF BIDDERS:-

- a. The bidder firm, on award of contract, shall furnish names, addresses and photos along with ID proof and address proof of its personnel deployed for the contract work to EDI section.
- b. The bidder firm will have to ensure the punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of contract.
- c. The bidder shall be solely responsible for regular payment of wages/ salary, other benefits and allowances to its personnel as per the prevalent labour laws and/ or any other payments that might become applicable under any Act or Order of the Central/ State Government and this office does not have any liability in this regard. The bidder shall furnish necessary proof in this regard whenever required.
- d. The bidder shall provide the safety articles/ equipment to its personnel. Safety of the personnel deployed by the bidder will be the sole responsibility of the bidder and that the department will not be responsible for any kind of hurt/ loss/ damage caused to personnel on account of any accident or mishap.
- e. The bidder shall be solely responsible for regular deposition of contribution to EPF, ESI etc. for the personnel it deploys. There shall be no liability of this department in this regard. As and when demanded the bidder shall submit the copies of such payments to the competent authority.
- f. The bidder shall pay the Govt. Dues such as GST, Service Tax, Professional tax etc. as and when required. There shall be no liability of this department in this regard. As and when demanded the bidder shall submit the copies of such payments to the competent authority.
- g. The bidder shall be liable to pay compensation to any loss to the property of the department caused by the act of omission or committed by its personnel.
- h. In case of any loss caused to the third party by way of conduct of the personnel deployed by the bidder, department shall not be responsible. The bidder shall be solely responsible to compensate the third party.
- i. The bidder would ensure that all the workers of good efficiency and proper integrity are to be employed to do the task. The bidder should be responsible for any breach of commercially sensitive data and liable to civil & criminal action.
- j. The bidder and/ or its personnel shall not allow movement of equipment/ items/data/sensitive information or any property of the department in or out of the New Custom house Premises without prior permission of the competent authority. The bidder shall be solely responsible if any equipment/ item or property is found missing and will have to compensate the department as decided by the competent authority of the department. The bidder shall be solely responsible for theft, burglary, fire or any other mischievous deed w.r.t. loss of information, data or any other such information by its staff.



**9. COMPLETION OF CONTRACT:-**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of contract i.e. one year. Fresh agreement shall have to be drawn if both parties to the contract agree to extend the period of contract beyond one year by mutual consent.

**10. TERMINATION:-**

In case the successful bidder wishes to terminate the contract at any point of time, after acceptance, a notice of this effect should be given to this department at least three 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 contract or if the services are not found to be satisfactory at any time.

**11. SUBMISSION OF TENDER DETAILS:-**

The prospective bidders are required to submit two bids i.e. Technical Bids and Financial Bids on prescribed formats, Annexure -II and Annexure -III on e-procurement portal (<https://eprocure.gov.in>) only. In the technical Bid, Bidder shall provide details regarding experience in field, the other organization for which he is providing service, details regarding compliance of statutory laws. In the Financial Bid, the bidder will submit the quotation for his charges.

- The last date for the receipt of the bids is 28.08.2019 up to 18.00 Hrs.
- The bids received after stipulated date and time will not be entertained under any circumstances.
- Financial bid of only those bidders shall be opened who shall successfully qualify technical bid.
- In case the bidder desires inspection of the site prior to submission of tender, the sites can be freely visited from 1100 Hrs to 1600 Hrs on all working days and for further details, contact can be made to Appraiser of Customs, EDI Section, New Custom House, 1st floor Annex Bldg. on Office Tel No.022- 22757497, after taking requisite permission of Deputy Commissioner of Customs i/c EDI Section, New Custom House (4<sup>th</sup> floor),Mumbai
- The bidder is advised to attach any additional information, which he thinks is necessary to establish that the bidder is capable in all respect to successfully complete the envisaged work. He is however, advised not to attach superfluous information.

Sd/-  
(Dandapani Behera)  
Deputy Commissioner of Customs  
EDI, NCH, MUMBAI

## ANNEXURE-II

(To the Tender Notice F. No. S/1-89/2017-18 EDI Dtd. 14.08.2019)

### **TECHNICAL BID FORM**

1	Name of Contract	Comprehensive Annual Maintenance Contract (AMC) work for the Maintenance of Local Area Network (LAN) System (ICES 1.5 version) of about 350 Computers & connected Patch panels in the New Custom house (Old Building. & Annexe Building.), Ballard Estate, Mumbai-400001 and three Customs EDI sites (UB, Centre, Frere Basin & MOD) in Mumbai Docks at Mumbai Port Trust area and five touch screens.			
2	Name of tender/co.				
3	Address				
4	Telephone No. Fax No. / Mob. No.				
5	Name & Contact Details of Contact Person				
6	Type of Co./ Firm-prop./Partnership/Pvt. Ltd./ Ltd.				
7	Have any Director / Partner / Prop. Been convicted	Yes/ No			
8	Whether any employee of the office of the Commissioner of Customs is on your Board of Directors or Share Holder on your Co. Firm	Yes/ No			
9	EMD Details	Yes/ No	DD No: Date:		
10	Whether Having PAN No.	Yes/ No	Number	Date of Issue	Validity
11	Whether having GST Registration	Yes/ No			
12	Whether having AADHAAR No.	Yes/ No			
13	Whether having shop & Establishment Registration Certificate	Yes/ No			

The bidder should submit all the documents in support of Eligibility Criteria of Technical Bid.

## DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my /our knowledge. I/ We understand that if any deviation is found in above statement at any stage, I/We shall be blacklisted and will not have any dealing with department in future.

I hereby confirm that I am authorized to sign the Tender Documents.

Date:

Sign:

Place:

Name:

Designation:

CO. Name & Seal:

**ANNEXURE-III**

**FINANCIAL BID FORM**

(To the Tender Notice F. No. S/1-89/2017-18 EDI Dtd.14.08.2019)

Sr. No.	Location/Description	Scope of work	Price quoted for per engineer/technicians per month (including material)	Total Rs. for two engineer/technicians (per month including material)	Tax	Total Price per month (inclusive of tax )
1.	New Custom House & 3 Customs EDI Docks site as mentioned in scope of work.	As mentioned in Annexure-I				

Total price per month \* 12 = Rs..... per annum.

**DECLARATION**

I/We hereby certify that the information furnished above is true and correct to the best of my /our knowledge. I/ We understand that if any deviation is found in above statement at any stage, I/We shall be blacklisted and will not have any dealing with department in future.

I hereby confirm that I am authorized to sign the Tender Documents.

Date:

Sign:

Place:

Name:

Designation:

CO. Name & Seal: