



भारत सरकार **GOVERNMENT OF INDIA**  
वित्त मंत्रालय **MINISTRY OF FINANCE**  
राजस्व विभाग **DEPARTMENT OF REVENUE**

सीमाशुल्क आयुक्त का कार्यालय  
**OFFICE OF THE COMMISSIONER OF CUSTOMS**  
सीमाशुल्क गृह, विल्लिंग्टन आईलैंड, कोचिन-682009  
**CUSTOM HOUSE, WILLINGDON ISLAND, COCHIN-682009**

Sevottam Compliant



An IS 15700 certified Custom House

Website: [www.cochincustoms.gov.in](http://www.cochincustoms.gov.in)

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निविदा सं. **Tender No: EDP/07/2019 CUS.**

तारीख **Dated: 17.09.2019**

### **TENDER NOTICE No. 22/2019**

1. The Commissioner of Customs, Custom House, Willingdon Island, Cochin-9, on behalf of the President of India, invites e-bids from all eligible and experienced/reputed contractors for providing the service of Annual Maintenance Contract of UPS in Custom House, Cochin and its various Offices/Sections mentioned in this notice for a period of one year.

### **TIME SCHEDULE FOR TENDER**

SL No	Particulars	Date
1	Tender e-publish date	17/09/2019
2	Bid submission starts	17/09/2019
3	Bid submission ends	26/09/2019, 11.00 AM
4	Tender opening date (Technical)	27/09/2019, 11.00 AM
5	Tender opening date (Financial)	30/09/2019, 11.00 AM

2. **Scope of Work:** Bidder shall maintain & repair the equipments mentioned herein (in both the locations), to keep it under normal working condition for normal usage for organization for entire contract period.

### 3. Equipments Details at Custom House, Cochin

S/No.	Address (Sections)	Make	UPS		
			SL No.	CAP(KV)	QTY
1	Cash Section	Numeric	10725051844	5.0	1
2	MCD	Numeric	L980621	5.0	1
3	Tariff Unit	Numeric	1V065202824	10.0	1
4	Server Room	Numeric	II130908202	10.0	1

### 4. Equipment Details at Airport, Nedumbassery

S/No.	Address	Make	UPS		
			SL No.	CAP(KV)	QTY
1	Airport	Numeric	1072405114	2.0	1

- Interested service provider may also download the tender from the official website [www.cochincustoms.gov.in](http://www.cochincustoms.gov.in). The bids, complete in all respect should be submitted exclusively through the Government e-procurement portal <https://eprocure.gov.in/eprocure/app> as per the tender schedule mentioned on the first page. The printout of tender document such downloaded should be signed on each page after reading the same carefully.
- Price Bid is to be duly filled and uploaded in the BOQ format of this tender document. Price Bid in PDF or any format other than the prescribed BOQ format of this tender document shall be rejected.
- Interested bidders can also visit the said office on any of the working day before bid submission ends to see the condition of equipments to be up kept.
- The terms and conditions mentioned in Annexure-I shall form a part of the final contract.

9. For any clarification regarding this Tender Notice, bidders may contact Shri Ritesh Kumar Singh, Superintendent of Customs on 8848764769 or edi@cochincustoms.gov.in.

10. Enclosures:

- a. Annexure – I ( General Terms and conditions)
- b. Annexure –II (Scope of work)
- c. Annexure – III (Technical Bid Format)
- d. Annexure – IV (Tender Acceptance Letter)
- e. Annexure- V (Special Instruction for e-submission of bids)

11. The Commissioner of Customs, Custom House, Cochin-9 reserves the right to cancel/ withdraw the tender or to accept or reject any or all of the quotations without assigning any reason whatsoever. No correspondence in this regard shall be entertained.

  
(Dr. Raji N.S., IRS)

**Deputy Commissioner (EDI)**

## **Annexure – I: General Terms & Conditions**

1. The bidder must have office in Ernakulum District. He must undertake that he will be able to service the call within 3 hours of reporting.
2. The contract shall be valid for a period of 1 (One) year, unless cancelled earlier, from the date of communication of acceptance of contract.
3. GST registration shall be indicated and copies shall be furnished for records.
4. The address of the workshop/ Shop, with telephone number, in Ernakulam shall be provided.
5. The Bidder should have adequate experience in such services to the Govt. /Semi Govt. Organizations based in Cochin. Documents in support of the same shall be submitted along with the tender.
6. The Bidder should be registered, wherever applicable, under the ESI & Provident Funds Acts, the Workmen's Compensation Act, various Labor Laws and/ or any other relevant statutory enactments dealing with such work. The Bidder will comply with all the Legal Rules, Regulations, and statutory obligations cast on him as per the Central/ State/ Municipality/ Local Bodies relating to such work and all such records shall be available for scrutiny by this office.
7. The onus of conforming to applicable laws rests purely with the Bidder and this Office cannot be held responsible for any violation of the same. Any failure to comply with any of the above regulations or any deficiency in service will render this contract liable for immediate termination without any prior notice.
8. This office shall not entertain any claim arising out of mishap, if any, that may take place during the course of work. In the event of any liability/claim falling on this Office, same shall be reimbursed / indemnified by the Bidder.
9. The Bidder shall indemnify and keep this office indemnified against all acts of omission, negligence, dishonesty or misconduct of the personnel engaged for the work. This office shall not be liable for any damages or compensation to any personnel or third party.
10. Department/office will not involve in any dispute between the Bidder and employees of the Bidder and there shall be no claim or liability against the Custom House, Cochin or any of its officers on any account.
11. The bidder shall sign and stamp each page of this tender document and all other documents/ enclosures to be submitted with bid as a token of having read and understood the terms and conditions contained herein and submit the same.
12. There shall be a contract/ agreement between the successful Bidder and the Commissioner of Customs covering all aspects of scope of Work, responsibilities, penalty clause etc.

13. The contractor shall not sub-contract / outsource the work to any other person/Firm.
14. Notwithstanding anything contained herein, this office reserves the right to terminate the services of the Contracting Agency at any time without giving any notice or reasons and without incurring any financial liability whatsoever to the Bidder. The Bidder can terminate the contract only after giving a written notice of 2 (Two) months or such time as deemed necessary by this Department for a smooth transition to new Bidder.
15. Canvassing for the tender in any form is strictly prohibited and may lead to summary reject of the tender. This office reserves the right to cancel/ withdraw the tender or postpone and/or extend the date of receipt/opening of Rates/Quotations or to withdraw the same, without assigning any reason thereof.
16. Custom House, Cochin reserve the right to add or remove any equipment from the contract with prior notice of 15 days and corresponding change will automatically be affected in the bill amount payable.
17. **Termination for default:** The Custom House, Cochin may, without prejudice to any other remedy for breach of contract, by written notice of default sent to supplier, terminate the Contract in whole or part:
  - a. If the Supplier fails to provide services /rectify the fault within the time period specified in the contract or any extension thereof granted by the Custom House, Cochin.
  - b. If the Supplier fails to perform any other obligations under the Contract.
18. **Rejection of the bid**
  - a. The bidder is expected to examine all instructions, formats, terms & conditions, & scope of work in the bid document. Failure to furnish all information required as per bid document or submission of bid which is not substantially responsive to the bid document in every respect may result in rejection of bid. In respect of interpretation/clarification of this bid document and in respect of any matter relating to this bid document, the decision of Custom House, Cochin will be final.
  - b. No prices are to be indicated in the Technical bid and if price is mentioned in the "Technical Bid" it may lead to rejection of the bid.
  - c. The bidder will have to furnish the requisite document supporting the qualification/eligibility criteria and credential as specified in the bid document, failing which the bid is liable to be rejected.
  - d. The bids received through Fax / Telex/photocopy/ post/ courier will not be considered.

**19. Blacklisted Firms:**

Company/Firm blacklisted by Govt/PSU/Corporate organization are not eligible to Bid. If at any stage of bidding process or during the currency of contract, such information comes to knowledge of Custom House, Cochin, the Custom House, Cochin shall have right to reject the bid or terminate the contract, as the case may be, without any compensation to the bidder.

20. All disputes will be subject to local jurisdiction only.

21. **Arbitration:** All disputes or difference whatsoever arising between the parties out of or relating to the construction, meaning and operation or effect of the purchase order/work order or the breach thereof shall be settled by reference to arbitration by Commissioner, Custom - House, Cochin. The award made in pursuance thereof shall be binding on both parties. The venue of arbitration shall be Cochin.

22. **Force Majeure:** If, at any time, during the contract period, the performance in whole or in any part by either party of obligation under the agreement shall be prevented or delayed by reasons of any war, hostile acts of the enemy, civil commotion, subrogate, earth quakes, explosions, epidemics, and quarantine restrictions by acts of God,(herein after referred to as eventualities) then provided notice of the happening of any such eventualities is given by either party to the other within two days from the date of occurrence thereon, neither party shall, by reason of such eventualities be entitled to terminate this contract agreement nor shall either party have any claim of damages against the other in respect of such nonperformance or delay in performance. Performance of the contract agreement shall, however be resumed as soon as practicable after such eventuality has come to an end.

23. Payment shall be done on **quarterly basis** subjected to satisfactory performance report by concerned officer and submission of preventive call report and electronically credited to the Bank Accounts of the Bidder on presentation of the bills. The payment shall be made to the Bidder within 21 (Twenty One) days of the receipt of such bills.

24. At the time of payment of the bills, the taxes liable to be deducted, if any, shall be deducted at source as per Government rules and guidelines prevailing at the time of payment.

25. **The rates shall be inclusive of all taxes and other charges applicable.**

The rates shall be fixed for the entire period of the contract and no upward hike will be considered for any reason.

26. This Office shall be at the liberty to withhold any of the payments in full or in part for default in service and/ or for the loss incurred by the Department as a result of theft, burglary etc.

27. In case the Bidder fails to carry out the said services or fails to deliver services to the desired standards due to negligence of his personnel or any other reason, penalty as decided by the Department shall have to be paid

by the Bidder. The decision of the Department will be final and binding on the Contractor and shall not be subject to any dispute or arbitration and the penalties so imposed will be recovered from the amount/ payment due to the Bidder.

28. If any of the information given in a bid is found to be incorrect or misleading or the bidder refuses to honour the quoted rates at any time before/ after the finalization of the contract, the bid/ contract would not only be rejected/ terminated but the bidder would also be barred from bidding for any future tenders issued by the Commissioner of Customs, Cochin.

## **Annexure -II Scope of Work**

1. Bidder shall maintain & repair the said equipment to keep it under normal working condition for normal usage for organization for entire contract period.
2. The services are to be provided during all working days (Monday to Friday 9.30 AM to 5.30 PM) with 03 hrs respond time with resolution time of 8 hours. In case, if problem is not resolved in 08 hours, standby of similar configuration must be provided immediately to ensure the trouble free service.
3. Breakdown services are to be provided round the clock on 24 X 7 X 365 basis.
4. *Routine Preventive maintenance* once in each quarter should be done. Preventive Call Report must be submitted for respective quarterly payment.
5. The parts which are to be replaced should be of the same or higher rating/configuration and of OEM or reputed brand. In case of replacement of defective parts, the parts should be accompanied with proper invoice mentioning details of part replaced.
6. Any preventive repair required will be intimated well in advance
7. Logbook to be maintained for all visits and the same will be kept at the EDI Section of the Custom House, Cochin
8. The contract will not include batteries but on every physical visit the checking of the batteries, cables & connectors will be covered under the contract. In any case if batteries are required to be replaced or shifted to any other premises will be covered under the contract.
9. The contract charges shall include all charges related to time, expertise, cost of travel, transportation in case of sending faulty machine at repair centre or alternate arrangements. Only spare cost shall be reimbursed as mentioned in para 5 above.
10. The bidder firm agrees that they have adequate Technical expertise / Field experience/ Infrastructure facilities/ Spares in stock/ Business arrangement with OEM/Back up facilities, Telephone contacts, Manpower and Statutory Government approvals /registrations. Documentary evidences will be produced on demand.



**Annexure-III (Technical Bid Form)**

**Bidder Details**

- a. Name of the Bidder:
- b. Contact Person Details:
- c. Duly registered address of the office of the firm/company in Ernakulam district. (please attach supporting documents):
- d. GST Registration No. (attach supporting document)
- e. Telephone No. :
- f. Email ID:
- g. Experience with government offices in year (please attach supporting documents):

I.....(designation).....of  
(Name of the company) .....hereby  
declare to accept the Terms & Conditions of the Tender for Annual  
Maintenance Contract of UPS in Custom House, Cochin and its various  
Offices/Sections mentioned in this notice for a period of one year.

Signature: .....

Name: .....

COMPANY SEAL

Date: .....

Place:.....

## **Annexure – IV (Tender Acceptance Letter)**

To,  
Commissioner of Customs,  
Customs House, Willingdon Island,  
Cochin – 682009.

Sir,

**Subject:** Acceptance of Terms & Conditions of tender for **Annual Maintenance Contract of UPS in Custom House, Cochin** vide Tender Notice No. dated:

1. I/ We have downloaded / obtained the tender document(s) for the above mentioned tender from the website(s) namely **www.cochincustoms.gov.in** or **https://eprocure.gov.in/eprocure/app** as per your advertisement, given in the above-mentioned website(s).
2. I/We hereby certify that, I/We have read the entire terms and conditions of the tender documents and all other annexures, which form part of the tender document and signed on all the pages of the terms & conditions. I/We shall abide by the terms / conditions / clauses contained therein.
3. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s) including corrigendum(s) (if any) in its totality / entirety.
4. I/We do hereby declare that we have not been blacklisted/ debarred by any Govt. Department/Public sector undertaking.
5. I / We certify that all information furnished by me/ us/ our firm is true & correct and, in the event, that the information is found to be incorrect/untrue or found violated, then your department shall without giving any notice or reason thereof, shall summarily reject the Bid, without prejudice to any other rights or remedy.

Yours sincerely

Name & Signature with stamp (if any)  
of Legal owner/Power of Attorney holder

## **Annexure- V (Special Instruction for e-submission of bids)**

**Special Instructions to the Contractors/Bidders for e-submission of the bids online through the e-Procurement Portal (also available on CPPP <https://eprocure.gov.in/eprocure/app> under the web link 'Help for Contractors')**

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 <http://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll 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 Enrollment" 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 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 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.

### **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/EMD as applicable and enter details of the instrument.

4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the EMD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. 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.
- 6) The server time (which is displayed on the bidder's 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) 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.
- 8) 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.