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**OFFICE OF THE COMMISSIONER OF CUSTOMS,  
Chennai VIII (General)  
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[www.chennaicustoms.gov.in](http://www.chennaicustoms.gov.in)**

S.Misc.28/2015 – Sys Unit

Date: 22 /06/2015.

**NOTICE INVITING TENDER FOR ANNUAL SERVICE CONTRACT FOR  
MAINTENANCE OF UPS, LIGHTFITTINGS AND ELECTRICAL  
EQUIPMENTS in EDI Area**

Sealed Tenders in prescribed forms are invited only from qualified B certificate Holder of Electricity Department for comprehensive Annual Service Contract for Light fittings and electrical equipments covering EDI Area/Systems in the Custom House, Chennai.

**2. Name of work:** Comprehensive ON-SITE Annual Service Contract for UPS, Light fittings and electrical equipments covering EDI Area/Systems in the Custom House

**3. Contract Period:** 1 year for the period from 01.08.2015 to 31.07.2016. The entities fulfilling the Terms and Conditions as prescribed below should submit their bids in sealed envelopes superscribed as "Quotation for Comprehensive on-site ASC of Light Fittings and Electrical Equipment" and addressed to the **Asst Commissioner of Customs (EDI), System Unit, Ground Floor, Custom House, 60, Rajaji Salai, Chennai – 600001.**

4. The tender document is available from 01.07.2015 to 27.07.2015 between 11.00 hrs and 05.00 hrs at System Unit, Ground Floor, Custom House, 60, Rajaji Salai, Chennai – 600001. It may also be downloaded from the department's website <http://www.chennaicustoms.gov.in> and [www.cbec.gov.in](http://www.cbec.gov.in).

6. The tender document may be delivered to Asst Commissioner (EDI), System Unit, Ground Floor, Custom House, 60, Rajaji Salai, Chennai – 600001 till 27.07.2015 Upto 1700 hrs.

7. Tenders will be opened on 28.07.2015 at 3.30 p.m. in front of the bidders or their authorized representatives. The successful bidder will be required to provide the service with effect from 01.08.2015.

## **8. TERMS and CONDITIONS**

8.1 The bidders should be a certified B class Licence Holder. (Hereinafter referred to as Vendor).

8.2 Earnest money amounting to ₹ 25, 000/- in the form of Bank Draft in favour of Commissioner of Customs, Chennai should be accompanied with tender document. Tenders received without earnest money shall summarily be rejected without assigning any reason thereof and no bidder shall have any right to represent against it, even if his / its quotations happened to be the lowest. The earnest money shall be forfeited, if the contractor fails to abide by the rules of this tender / terms of ASC

8.3 Copies of 3 such Annual Maintenance Contracts/Annual Service Contract received from Government and reputed private organization along with a client satisfaction certificate to be submitted.

8.4 The bidder must have annual turnover of ₹ 10,00,000 during each of the financial year of the last 3 (three) years. Copy of the Profit & loss account and balance sheet duly certified by CA is to be enclosed with tender documents.

8.5 The bidder should submit copies of I.T. return for the last 3 (three) years.

8.6 The vendor must be possess VAT & Service tax number.

8.7 The employee engaged by the Vendor should be paid minimum wages as prescribed under minimum wages Act.

8.8 The Vendor should submit ESI, PF particulars of their staff for a minimum of 3 years.

8.9 The bidder should submit the Copies of PAN, TAN, VAT and Service Tax Regn numbers.

8.10 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.

8.11 A general undertaking that all terms and conditions of this BID Document are acceptable signed by an authorized person of the applying bidder should be submitted.

8.12 The Department shall be under no obligation to accept the lowest or any other offer received in response to this tender notice

and shall be entitled to reject any or all offers including those received late or incomplete offers without assigning any reason whatsoever.

8.13 The Department reserves the right to make any changes in the terms and conditions of the tender.

8.14 The Department will not be obliged to meet and have discussions with any of the Bidders and or to listen to any representations. The offers containing erasures or alterations will not be considered.

8.15 The Department may treat offers not adhering to these guidelines as unacceptable.

8.16 Bidders are allowed to submit bids in consortium as specified in qualification criteria.

8.17 Bidders are not allowed to subcontract in any manner without written approval from the Department.

## **9. FINANCE**

9.1 The Department reserves the right to grant this tender as a whole for the entire equipments, mentioned at Annexure - A, to this bid and / or separately. Decision of the Department would be final in this regard.

9.2 The vendor whose quotation is finally accepted shall have to deposit security money which will be a sum of 20% of the total cost of annual contract in the form of Bank Guarantee drawn in favour of Commissioner of Customs, Chennai.

9.3 Only the vendors meeting the above financial terms and conditions should apply in the Proforma placed at Annexure - A in a sealed cover.

9.4 The vendor, which fails to fulfill any of the above terms and conditions will be automatically disqualified for the purpose of tender.

## **10. GENERAL TERMS AND CONTIDIONS**

10.1 For the purpose of this onsite ASC work includes maintenance of UPS, light fittings, electrical switches plug points etc.

## 10.2. Scope of Work

The scope of work covers on-site annual service of light fittings/switches/plug point installed for Computer/Printer/Modem etc.

10.3 The department would provide tube lights, light fittings/switches/plug point etc.

## 10.4 Service Level Compliance Assurance:

10.4.1(i) Minor faults immediately (Within 1/2 hour of receiving the complaint); minor faults defined as replacement of tube light or changing the plug etc.

10.4.1(ii) Major faults within a 1 hour by replacement method, with the available equipments / spares, major faults defined as those requiring changing of the choke, new fittings, if necessary, on explicit and clear orders of the department.

10.4.1(iii) All the repairs and servicing of equipment shall be carried out on site at the place where it is located.

10.4.1(iv) In exceptional circumstance where the equipments / component(s) is /are to be taken to vendor's 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 vendor's own risk and expenses.

10.4.1(v) Any damage or loss caused to the connected equipment. or their parts due to negligence, mishandling shall be made good by the vendor either by payment in cash the prevailing market price of that items or by a new one of the same / higher make and specifications.

10.5 The contract would be for 1 year with effect from the date of award of the contract on the terms & conditions of the contract. However, this may be extended subject to satisfactory performance. There would be a review after every three months of the performance and the continuation of the contract would be made on an annual basis.

10.6 This tender is not transferable. Further clarification(s) if any, may be obtained from Systems Unit, Custom House, Chennai – 600 001.

10.6 The vendor shall inspect the area to ensure that equipments to be put under this ASC are in working condition.

10.7 In case the contracting vendor is not able to accept the contract after it is awarded or if it is not able to do the work after accepting the contract such firm will be liable to pay the damage to Department including the cost which the Department will have to incur for getting such work done. The EMD of defaulting vendor would also be seized by Department.

10.8 The above act of backing out would automatically debar the vendor from any further dealing with Department / Government of India (Black-list) and the security money for this would also be forfeited in favour of Commissioner of Customs, Chennai.

10.9 The Department reserves the right to reject any or all the tenders. The Department reserves the right to award the contract on the basis of quotations.

10.11 The contract may be terminated summarily by this Department at any point of time by serving a 30 day notice with or without assigning any reason (s), if the work of the contracting vendor is found unsatisfactory during the currency of this contract. In this connection the decision of the Commissioner of Customs, Chennai, shall be final and binding on the firm.

10.12 The Department shall have right to inspect vendor's site to assess infrastructure before awarding the Comprehensive on site ASC and it may reject the contract given to the vendor in the event of Department's dissatisfaction about the vendor's infrastructure or otherwise. Decision of Commissioner of Customs, Chennai would be final in this regard.

10.13 The Department reserves the right to increase *or* decrease quantities of contracted items any time. No charges would be increased / decreased on pro-rata basis. This would require no — Change Order/proposal from the Department.

10.14 It shall be the responsibility of the vendor to make all the electrical work satisfactorily throughout the contract period and to hand over in working condition to the Department after expiry of the contract.

10.15 The liability of the vendor under this maintenance arrangement shall be restricted to the Services covered in the scope of this agreement except for any penalties imposable due to the vendor's inability to maintain the required standard of service. The quantum of such penalties leviable by the Department and payable by the vendor for deficiency in service rendered during any quarter for any equipment under its maintenance shall be limited

to 100% of the total maintenance charge payable for that quarter and to be computed in the manner set out in Clause 12.2 below.

**11. Service (procedure and levels)**

11.1 Response time: The vendor has to maintain the response time for attending the complaint calls for maintenance services during the ASC period. One person to be posted onsite between 9 A.M. to 6 P.M. to attend the calls from Monday to Saturday.

11.2 Assured up time / Allowable down time and penalties: Calls / complaints should be resolved within 1 hour of logging any call by the Vendor. For delays in response as well as bringing back any equipment to working condition within such time, penalties shall be deducted from the ASC charges payable to the vendor

11.3 To make it clear, if the equipment is not set right within the prescribed time limit, the period of delay for the purpose of imposition of penalty will be reckoned after 1 hour of logging of calls. Notwithstanding anything to the contrary, no penalty shall be leviable if the vendor provides a functional standby equipment of same till the re delivery of the equipment duly repaired.

11.4 Submission of copies of call reports by vendor: The vendor shall prepare comprehensive call report on a monthly basis against all calls attended by it during the month and clearly note down all details. The vendor shall provide the Department with a quarterly Service Level Compliance Report relating to all calls attended to by the vendor / its franchisees. However, the Department may call for, in suitable cases with reasons, the call reports for verification of the Service Level Compliance Report, if so desired. The penalties, if any, shall be based solely on the Service Level Compliance Report submitted by the vendor with necessary correction, if required, after verification of call reports.

**12. Penalty**

12.1 Penalty shall be levied not only for delay in repair but also delay in response too.

12.2 Penalty shall be levied as follows:

Description	Admissible time	Penalty
Response	Nil	Rs.50/- per day
Minor faults	1 hour	1% of ASC Charges per day.
Major faults	3 hours	5% of ASC Charges for each day. 10% of ASC Charges for beyond 1 day

12.3 If the company fails to repair / replace the system within 1 day the said work may be got repaired from other Company / Firm / Agency and made functional and the expenditure incurred thereon shall be recovered from the company, apart from the penalty levied as stated in preceding clause. This may even entail termination of the contract and forfeiture of security deposit.


### **13. Payment**

13.1 No advance payment will be made in any case. The payment of ASC will be released monthly (after deducting penalty if any) on satisfactory completion of maintenance work. Penalties can be deducted from next two months payments, if not deducted earlier.

13.2 The payment will be made after proper deduction of TDS as per prevailing rules / rates.

13.3 Any payment made in excess will have to be refunded by the Company to Department in the event of termination of contract.

13.4 The company will not have any legal right to proceed against department in the event of late payment due to unforeseen reasons.

  
**(S. SATHIANARAYANAN)**  
**Asst. Commissioner(EDI)**  
**CHENNAI VIII (GENERAL)**