



GOVERNMENT OF INDIA
OFFICE OF THE COMMISSIONER OF CUSTOMS (PORT)
15/1, STRAND ROAD, CUSTOM HOUSE, KOLKATA -700001.

F.No. S 40-15/06 EDI III (Part)

Dated: 02 .03 .2010

NOTICE INVITING TENDER

Sealed quotations are invited from reputed and experienced Manufacturers, Contractors & Service providers for Annual Maintenance Contract of different types of **Air Conditioners and Electrical Fittings located at Custom House, Kolkata** for a period of one year commencing from the date of award of contract as per list below.

1. LIST OF MAINTENANCE WORKS LOCATED AT CUSTOM HOUSE, KOLKATA.

Sl. no	Name of the equipments	Quantity	Name of the manufacturer	Type
1.	AIR CONDITIONERS	17	WEATHER MAKER	ROOM AC 1.5 TR CAPACITY (window type)
		2	WEATHER MAKER	1.5 TR (SPLIT TYPE)
		2		SPLIT AC 7 TR
2.	ELECTRICAL FITTINGS	ALL		Electrical fittings including cables / wires from power source to UPS, UPS to network PCs, power source to Air Conditioner and lighting at all EDI sites along with UPS change-over panel board, power distribution board, distribution board for lighting, lighting fixtures thereof, PDU, MCB, Plugs, sockets etc.

The quotation must be submitted in the prescribed format for individual jobs separately along with the documents required for the tender. The Financial Bids shall be submitted in sealed covers duly superscribed as **FINANCIAL BID FOR AMC OF AIR CONDITIONERS AND ELECTRICAL FITTINGS FOR CUSTOM HOUSE, KOLKATA.** In addition to general terms and conditions given in tender document, the conditions for individual items are given below.

2. The sealed quotations may be sent by post or dropped in the tender box till 12th March 2010 up to 3 PM in the office of the Assistant Commissioner of Customs, EDI Console, 1st Floor, 15/1 Strand Road, Custom House, and Kolkata-700001. The bids will be opened on 12th March 2010 by the tender committee in presence of the interested parties.
3. The Assistant Commissioner of Customs, EDI would not be held responsible for non-receipt / late receipt /loss of the tender documents due to postal delay.
4. The System Manager& Additional Commissioner of Customs reserves the right to accept/reject any or all quotations without assigning any reason.

The salient terms and conditions of the contract, which shall be entered into with the successful bidder are as under :

1. The Selected bidder shall furnish bank guarantee/security deposit for an amount equal to 10% of the contract value which will be released on completion of contract. The bank guarantee shall be in favour of “President of India (acting through the Commissioner of Customs (Port), Custom House, 15/1 Strand Road, Kolkata – 700 001) and it shall be the responsibility of the bidder to keep this bank guarantee valid till obligations under this contract are discharged to the mutual consent of department and vendor. The format of such Bank Guarantee may be collected from Superintendent of Customs, EDI Section.
2. In case the selected bidder fails to cope up with the workload or does not render satisfactory services, the contract awarded to him shall be cancelled without giving any notice or without assigning any reason whatsoever and the bank guarantee/security deposit will be encashed and payment due to him if any, shall be forfeited. Otherwise also, Additional Commissioner of Customs (EDI) & System Manager shall be at liberty to terminate the contract in the mid term, without giving any reason, after serving a notice allowing 30 (Thirty) days time period. In this connection, the decision of the System Manager shall be final and binding on the bidder.
3. If for any reason the selected bidder is not able to attend the complaint/problem, the job shall be got done from some other firm or from the open market at the cost of the bidder and the expenditure incurred shall be recovered from the vendor. This may also entail termination of the contract and encashment of the **Bank guarantee/security deposit** furnished by the bidder.
4. The selected bidder shall not sublet the whole or part of the works without prior written consent of the System Manager. Such consent, if given, shall not relieve the vendor from any liability or obligation under the contract and he shall be responsible for the acts, defaults, negligence of his agents, servants or workmen.
5. The selected bidder shall, at all times during the currency of the contract, conform to and comply with the regulations and by-laws of the Central Govt., of this office and of all other local authorities, the provisions contained in the

various Labour Acts enacted by the State Legislature and Parliament in force and Workmen Compensation Act, 1923, Provident Fund regulations etc. for welfare and protection of workers or for the safety of the public and other insurance provisions.

6. The selected bidder shall indemnify this office against any liability for compensation due to injury to his own workmen or to any other person inside the office premises while executing the work and for any damage to the property.
7. The selected bidder shall provide details like Name (s) and Phone Number (s) of the contact person (s) who shall be available at all times in case any problem is encountered by the Customs Authorities regarding the services provided by him.
8. The initial lead time shall be two hours from the time of registration of the complaint. In case, the selected bidder fails to address the complaint within the lead time, penalty clause as provided in Para 10 will apply.
9. The personnel of the selected bidder shall comply with all the security regulations in EDI premises. Canvassing in any form by the tenderer will result in rejection.
10. The equipment will be handed over in good working condition back to the EDI Section after the completion of the AMC period.
11. This contract extends only to problems arising out of normal functioning of equipment and the contract does not cover break down services arising out of damages caused due to theft, riots, accidents, earthquake, storm and other natural calamities.

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(M.K.Jaiswal)

Assistant Commissioner of Customs E.D.I.

Custom House, Kolkata – 700 001.

GENERAL TERMS AND CONDITIONS

1. Vendor should give separate break-up of cost of initial repairs, if any, and subsequent Total Rate for maintenance per year would be Rs. _____.
(The vendor must fill this field).
2. During the maintenance period spares part are to be supplied by the selected bidder at his own cost.
3. Preference shall be given to bidders registered under Service Tax as service providers for the said service. Such bidders shall quote their Service Tax Registration Number as well as submit Service Tax payment details, if any at the time submitting the tender quotation.
4. The vendor shall undertake the maintenance job of the ACs and electrical fittings on “as is where is basis”. They can inspect the ACs / Electrical Fittings on any day before quoting the tender.
5. System Manager reserves the right to ask the vendor to provide maintenance for ACs / Electrical fittings which are similar to the equipment covered under this tender but not included in present tender for reasons such as its being newly procured or being under warranty / maintenance. The rate of maintenance at that location than the lowest of rates of maintenance service charges for similar equipment at all locations of all vendors under the contract shall be taken as a basis. It is clarified that for any such addition of the equipment the Systems Manager shall give a 30 days notice to the vendor. However, the vendor may choose, with the express concurrence of System Manager, to begin maintaining the equipment earlier than 30 days.
6. If the System Manager decides in his fair judgement that these ACs / Electrical Fittings are not required to be maintained under the contract for reasons such as its being replaced by a new equipment or its being no longer in use for some other reason, a written intimation to the vendor shall be given and after 30 days from the date of such intimation the equipment shall not be maintained and the amount of maintenance service charges attributable to such equipment shall not be payable with effect from the end of such 30 days.
7. Beside normal maintenance jobs, the vendor must have the infrastructure to attend the job within half an hour from the time of call on all days (Sundays and holidays included). Failure to attend call within stipulated time shall call for penalty @ Rs. 200 per day subject to a maximum of 10% of cost of the unit.
8. The preventive maintenance checks of these ACs / Electrical Fittings will be required. Vendor should attend site at least quarterly for preventive maintenance call. Record of such visit certified by A.C. EDI, Custom House, Kolkata shall be submitted to the System Manager.

9. In case the service of the vendor is not found satisfactory, the Customs authority will be at liberty to terminate the contract in the mid term after serving a notice allowing 15 days time.
10. If downtime on account of failure of ACs is more than two hours, payment of one day will be deducted for every hour of downtime. Downtime shall be calculated from the moment the fault is reported to the vendor till the time equipment is put in a working condition to the satisfaction of the System Manager or his representative. Downtime shall refer not only to complete stoppage of functioning of the equipment but would also cover instances when the equipment is performing erratically or substantially below its rated capacity of efficiency.
11. Payments will be made on quarterly basis on the basis of work completion certificate given by A.C. NSD, Kolkata along with Certificate for preventive checks done as mentioned in 8 above.
12. If the vendor agrees to the conditions referred to in Sl. No. 3 to 11, then they should indicate Yes in the prescribed field.

AGREED TO THE ABOVE CONDITIONS 3 TO 11

NAME OF THE COMPANY: _____

ADDRESS OF THE COMPANY: _____

NAME OF THE CONTACT PERSON : _____

PHONE No. : _____

MOBILE No. : _____

E-MAIL ID : _____

(Any change in Name, Address, Mobile No., E-mail ID is to be immediately brought to the notice of the System Manager. Failure to do so would render the vendor liable to penalty as deemed fit by the Systems Manager and may lead to termination of the contract.)

(Signature of the authorizing person)
(Name with stamp)