

# **OFFICE OF THE COMMISSIONER OF CUSTOMS (EXPORT)**

EDI SECTION, 1<sup>st</sup> FLOOR, NEW BUILDING NEW CUSTOM HOUSE, BALLARAD ESTATE, MUMBAI-400001

F.No.: S/1-136/17-18 EDI Pt I

#### Date: 08.07.2020

## Notice Inviting E-Tender (E-Tender Id No. 2020\_DREV\_570043\_1)

### AMC FOR MAINTENANCE AND UPDATION OF OFFICIAL WEBSITE (ENGLISH AND HINDI) OF New Customs House, Mumbai, (HTTP://WWW.MUMBAICUSTOSMSZONE1.GOV.IN)

The Commissioner of Customs, Export, Mumbai Customs Zone-I, hereinafter referred as "DEPARTMENT" invites e-tender for the AMC for Maintenance and Updation of the official website (English and Hindi) of New Customs House, Mumbai, i.e. <u>http://www.mumbaicustomszone1.gov.in</u>, for a period of one year. The complete tender documents will be available on <u>www.eprocure.gov.in</u>, <u>www.cbic.gov.in</u>, <u>www.mumbaicustomszone1.gov.in</u> Interested agencies may send quotations under TWO BIDS SYSTEM i.e. Technical Bid and Financial Bid along with Earnest Money Deposit of Rs. 30,000/-(Rs. Thirty Thousand Only) in the form of Bank Draft in favour of the "**President of India (acting through the Commissioner of Customs)" payable at "Mumbai**" as per schedule given in CRITICAL DATE SHEET and in accordance with documents enclosed below.

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#### CRITICAL DATE SHEET

Sr.No.	Description of activities	Date	&	Time
1	Date of Publishing of E-tender	09.07.202	0	05:00 PM
2	Start date for Submission of bid	09.07.202	0	05:00 PM
3	End date for Submission of bid	30.07.202	0	05:00 PM
4	Date of opening technical bids	03.08.202	0	12:00 PM
5	Date of opening of financial bids	07.08.202	0	12:00 PM
		071001202	<u> </u>	12100

3.

#### Details of documents enclosed

Sr. No.	Annexure	Title of Document
1	Annexure-A	Application form
2	Annexure-B	Scope and technical specifications of the work
3	Annexure-C	Prequalification conditions
4	Annexure-D	Detailed Terms and conditions
5	Annexure-E	Format for Technical Bid
6	Annexure-F	General Instructions
7	Annexure-G	Format for Financial bid

4. The details of eligibility criteria, specification, scope of work, terms and conditions, agreement details, payment schedules etc. are enclosed as annexure to this Tender Notice which are available on our websites: <u>www.mumbaicustomszone1.gov.in</u>, www.cbic.gov.in and www.eprocure.gov.in. Any change / modification in tender enquiry will be intimated through above websites only. Bidders are, therefore, requested to visit above mentioned websites regularly to keep themselves updated.

5. The Commissioner of Customs, Export, Mumbai Customs Zone-I, New Customs house, Ballard Estate, Mumbai reserves the right to reject any or all of the bids without assigning any reasons.

Sd/-08.07.2020 (V.K.MEHTA) ASSISTANT COMMISSIONER OF CUSTOMS, EDI Section, Mumbai Customs Zone-I Contd...

Encl: As above

Copy to:- 1. Notice Board, Office of The Commissioner of Customs, Export, Mumbai Customs Zone-I, New Customs house, Ballard Estate, Mumbai.

2. CBIC Website (<u>www.cbic.gov.in</u>) through telex section, Mumbai Customs Zone-I.

3. AC/CHS, Mumbai Customs Zone-I, for uploading on <u>www.eprocure.gov.in</u>.

#### ANNEXURE-A

Date:

From,

To, The Commissioner of Customs (Export), Mumbai Customs Zone-I, NCH, Ballard Estate, Mumbai-400001.

Sub: Contract for AMC for Maintenance and Updation of Official Website (English and Hindi) of New Customs house, Mumbai (<u>http://www.mumbaicustomszone1.gov.in</u>)

Ref: 1). E-Tender ID No.

2). EMD DD No. Dated: for Rs.30000/-

I/We have read the contents of the terms and conditions mentioned in your tender schedule and its enclosure and agree to abide by the same.

I/We have also examined the New Customs house, Mumbai's website and my/our offer is to provide the required service in accordance with the requisite Scope of Work and Guidelines for Indian Government Websites.

I/We quote the rate inclusive of all taxes, levies etc. in complete.

Yours faithfully

(Signature and stamp of the tenderer, State legal status, whether Prop., Partner, Registered firm, Company etc.)

#### SCOPE AND TECHNICAL SPECIFICATIONS OF WORK

The AMC for Maintenance and regular updation of the all associated activities linked with the work related to English/Hindi contents of the website of the New Customs House, Ballard Estate, Mumbai hereinafter referred as "DEPARTMENT" which include the following works:

2. The existing website of the New Customs house, Ballard Estate, Mumbai shall be maintained as per Guidelines for Indian Government Website hereinafter referred as GIGW. The guidelines are available at <u>https://web.guidelines.gov.in</u>.

3. The vendor shall be responsible for major updation such as adding a new webpage, adding a new link, re-designing on existing pages, public notices, tenders, facility notices, meeting notices/Minutes etc. and same should be done with the prior approval of Departmental Officers.

- 4. Maintenance of static pages of information.
- 5. Checking for dead links (Monthly).
- 6. Archival of information (as per instruction from the department /GIGW).
- 7. Updation of data elements on existing pages.
- 8. Updation of Sitemap (Monthly).
- 9. Updation of navigation schemes.
- 10. Re-designing of Home Page (as and when Required by Dept. or GIGW).
- 11. Content research and management.
- 12. Website visitor experience and feedback Option.
- 13. Complaint/suggestion box.
- 14. Rating of ease of doing business with Mumbai Customs Zone-I.
- 15. Organisational chart along with the works assigned to each section/branch in New Customs house.
- 16. Uploading of the English/Hindi Contents on the website.
- 17. Applications of following:
  - i) System Admin Module
  - ii) Security logging module
  - iii) Website feedback and guest book
  - iv) Archive of visitors interaction
  - v) Static site authentication module
  - vi) Reporting and reviews
  - vii) A user friendly Control panel shall be provided for the use of EDI staff so that in case of extreme emergency they can also upload the data.
- 18. To make the website compatible for mobile phones and tablets viewing and to maintain and keep updated the mobile and tablet versions of the website for a period of one year.

- 19. Any other related work, if required. (During the contract period, if scope of work is diversified then the VENDOR shall have to provide the engineer with requisite calibre to this office and no additional amount will be paid).
- 20. Whenever any dynamic content is required to be updated, the same may be done only after Security Audit Clearance by CERT-IN empanelled Auditor. If static information is required to be updated, then there is no need of Security Audit.
- 21. The updating will be done from the premises of the AMC holder or from other location convenient to the Department. The AMC holder will be responsible for any loss or damage caused to any of the website pages owing to the negligence on their part.

#### PREQUALIFICATION CONDITIONS

- **1.** The bidder shall have minimum of 2 years' experience, preferably in website creation/development, maintenance & other related matters as given below:
  - a. Development of at least two portals of similar nature, with static content and database driven dynamic content/interactive content.
  - b. The AMC holder (Supplier) must have the expertise in maintenance of website contents, uploading on websites, development of home-page, etc. and expertise in generation of online modules of reports etc. They should have well qualified persons with experience in development of website including new home-page etc. and having managed for minimum two years for at least two portals of similar nature, i.e. as described in above point.
  - c. Support team should be proficient in HTML, JSP, PDF, RDBMS FLASH, Applets, servlets, XML and content management tools.
  - d. Domain knowledge of the industries sector is preferable.
- 2. The bidder must have an average annual turnover of Rs. 25 Lakh for the last two years.
- **3.** Proof of registration with GST & PAN is essential and copies of the proof should be submitted.
- **4.** The bidder shall submit the copies of returns of income tax returns for the assessment year 2018-19 and 2019-20.
- 5. Price quoted in the financial bid should be inclusive of all taxes and other charges, if any.
- **6.** The bidder shall have to provide services required at Mumbai and should have branch and operational office in Mumbai. In this regard, the bidder should have to furnish the Establishment certificate of the shop from Mumbai region.
- **7.** The bid should be signed by the authorized person and his full name and status should be indicated below his signature.

# 8. Every paper of the tender should be signed by the contractor and properly affixing the seal of Agency/Firm/Company.

- **9.** The applicant should not have been blacklisted or debarred from participating in the tenders at any point of time by any of the Central or State Government, Semi Government or local body or any other agencies at any point of time.
- 10. Every bid should be accompanied with an Earnest Money Deposit (EMD) of Rs.30,000/- (Rupees Thirty Thousand Only) in form of demand draft of any nationalized bank in the favour of "President of India (acting through the Commissioner of Customs)" payable at "Mumbai. Bidder has to attach the scanned copies of EMD along with e-tender and submit the original Demand draft at following address before the end date and time of the submission of bid:

To,

The Assistant Commissioner of Customs, EDI Section, Mumbai Customs Zone-I 1<sup>st</sup> floor Annexe building, New Customs House, Ballard Estate, Mumbai- 400001

EMD of successful bidder will be converted into security deposit till the submission of the performance security deposit. However, EMD of unsuccessful bidder will be returned as early as possible. Tenders received without EMD will be rejected out rightly. EMD exemptions will be as per Central Government rulings.

- **11.** The bidder must currently have at least two contracts for maintenance and updating of government website, work orders are required in this regard.
- **12.** The bidder must give wages to its employees as per Minimum Wages Act, 1948. Compliance certificate should be given by the bidder in this regard.

#### ANNEXURE-D

#### DETAILED TERMS AND CONDITIONS

- **1.** Interested bidders should visit the website (<u>www.mumbaicustomszone1.gov.in</u>) which is to be maintained in accordance to GIGW guidelines and further to be maintained and updated. The guidelines are available at https://web.guidelines.gov.in.
- 2. Conditional/ Unsolicited tender shall not be considered.
- **3.** No other person except Vendor/ Vendor's authorized representative shall be allowed to enter the office premises.
- 4. The Service Provider should directly deal with the concerned departments.
- 5. Every tender should be accompanied with an Earnest Money Deposit (EMD) of Rs.30000/- (Rupees Thirty Thousand only) in form of Demand Draft of any nationalize bank in favour of the "President of India (acting through the Commissioner of Customs)" payable at "Mumbai.
- 6. Tenders received without requisite EMD will be rejected out rightly.
- 7. EMD exemptions will be as per Central Government rulings.
- **8.** The TDS will be deducted as per provision of the Income Tax law and Goods and Service Tax law.
- 9. Offers vaguely described or incomplete offers are liable to rejection.
- 10. Successful bidder should deposit, within seven days of receipt of the work order, 10% amount of the total value of the order as Performance Security in the form of Bank Guarantee with an auto renewal clause from any Nationalized Bank, till at least six months after the completion of contract, drawn in favour of "President of India (acting through the Commissioner of Customs)" payable at "Mumbai. Earnest money deposit of the successful bidder will be refunded only after depositing of performance security deposit.
- **11.** Submission of bills shall be in triplicate.
- 12. No advance payment shall be made.
- **13.** The Commissioner of Customs (Export), Mumbai Customs Zone-I, is not bound to accept the lowest tender and also reserves the right to reject any or all tenders at any time without assigning any reason.
- **14.** The Commissioner of Customs (Export), Mumbai Customs Zone-I, taking note of overall facts and circumstances can change, add and relax any of the terms and conditions of this tender notice.
- **15.** The Commissioner of Customs (Export), Mumbai Customs Zone-I, reserves the right to terminate the contract at any time after giving due notice to the contractor in the event of unsatisfactory services or breach of contract of this tender at any respect. The Performance Security amount will be forfeited accordingly.
- **16.** The prices quoted in the financial Bid should be inclusive of all taxes. The Service Provider should quote the prices for the maintenance and updation of New Customs House website in accordance with Guidelines for Indian Government Website (http://web.guidelines.gov.in. may be visited for detailed guidelines), maintenance and updation. Further, any extra amount which is not mentioned in the financial Bid will not be paid by the department.
- **17.** The bidder shall not sub-contract/outsource the job to any other agency.
- **18.** The bidder firm should ensure the security aspect of the website. In case of security breach, it's the responsibility of bidder firm to keep all the data safe and secure.
- **19.** The hosting of the website is already done on the NIC servers and hence the tender does not include the cost/work of hosting the website. The domain name <a href="http://www.mumbaicustomszone1.gov.in">www.mumbaicustomszone1.gov.in</a> is already registered and hence the tender does not include the cost of domain name registration.

**20.** All tools, tackles, equipment etc. that shall be required by the contractor will have to be arranged by the contractor himself

#### 22. E-tendering Procedure:

- a. Bids are invited in two Bid systems, (1) Technical bid and (2) Financial bid. The tender for Technical and Financial bid as prescribed in the tender details, duly completed in all respect shall be submitted online on www.eprocure.gov.in in two separate files addressed to Assistant Commissioner of Customs, EDI Section, Mumbai Customs Zone-I, New Customs House, Ballard Estate, Dist.- Mumbai, Maharashtra - 400001. The technical/qualifying bid shall be opened by the e-tender committee on schedule date.
- b. The Technical Bids of all the bidders will be opened on pre-scheduled date time and venue. If the Bid opening could not held on pre scheduled date, time, then all bidders/ applicants will be informed individually about the rescheduled date and time.
- c. The Financial Bids of only successful Technical Bidders will be opened later and technically successful bidders will be informed accordingly.
- d. No Bids will be accepted after the date and time mentioned in CRITICAL DATE SHEET under any circumstances.
- e. All relevant rules and regulations of Government of India will be final and applicable and binding on all bidders.
- f. All Financial Bids must contain "Acceptance of Terms and Condition", etc.

#### 23. Submission of Bids:

- a. Bidders should submit the technical as well as financial bids through e-tendering portal only.
- b. No bid submitted by the courier/post/by hand shall be accepted
- c. All Prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed format.
- d. The bid shall remain valid for 60 days after the date of bid opening. The acceptance of the tender rests with Commissioner of Customs (Export), Mumbai Customs Zone-I, who will be the final authority and his decision shall be final and reserves the right to reject any or all of the bids so received without assigning any reasons whatsoever.

#### 24. Opening of Bids:

- a. The Department will open the Technical bids on prescheduled time, date and venue. In the event of the specific bid opening date being declared a holiday, the bid shall be opened at the same time and location on the next working day.
- b. The firms who wish to be present at the time of opening of the tender may represent themselves or authorize their representative with an authority letter.
- c. The financial bids of only those bidders shall be opened whose technical bids are qualified.

#### 25. Performance Security:

a. The successful bidder shall submit a "Performance Security" in the form of a Bank Guarantee from a Nationalised Bank for an amount equal to 10% of the value of the contract for the AMC for Maintenance of the Website till at least six months after the completion of contract period, , drawn in favour of "President of India (acting through the Commissioner of Customs)" payable at "Mumbai. b. No interest will be payable by the office of the Commissioner of Customs (Export) on Performance Security Deposit.

#### 26. Terms of Payment:

- a. The bidder shall submit the bill on quarterly basis at the end of each quarter, in triplicate, No interim bills will be entertained.
- b. The bill payment will be subjected to TDS applicable under the Income Tax Act 1961 and GST Law
- c. The payment for last quarter would, however, be made only on successfully handing over of all the essentials, to the next year's contractor. However if the defects, shortcomings noticed during next year's 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 supposed to submit a mandate form to the office. In all cases, the bidder shall present his bill pre-receipted with proper revenue stamp.

#### 27. Penalty Clause:

a. In case of any major breakdown in the website, the vendor shall have to rectify the problems within 24 hours. If the vendor shall not rectify the problem, the deduction will be made from any bill as under:

Time Schedule (Delay in rectification)	Rate of Penalty
From 24-36 hours	5% of quarterly bill
From 36-48 hours	10% of quarterly bill
From 48-60 hours	15% of quarterly bill
From 60-72 hours	20% of quarterly bill

- b. If the breakdown in website lasts for more than 72 hours, the department reserves the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- c. In case of any lapse in the safety and security of website and data available on the website, a penalty of full quarterly bill will be imposed on the vendor, also the department reserves the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- d. In case of unsatisfactory performance, the department may levy a penalty at following rate from any bill:

Description	Penalty (in Rs.)
1 <sup>st</sup> lapse/default	500
2 <sup>nd</sup> lapse/default	1500
3 <sup>rd</sup> lapse/default	3000
More than 3 <sup>rd</sup> lapse/default	As decided by the department

- e. The department will have the right to withhold payment of the contract at any time if the service of the agency is not found satisfactory. The decision of the department in this regard will be final and binding.
- f. In case of uploading of data provided by this office, if data is provided between 9:30 A.M. to 7 P.M.it shall be done within 2 hours, if data is provided after 7 P.M. than it should be uploaded before 10:30 A.M. of the next day, failing which in both the cases a penalty at the rate of Rs. 100 per hour of delay will be imposed on the vendor. Notwithstanding the above, if it is informed by the department that data is required to be uploaded urgently then it should be done within 30

minutes of data provided by the department failing which a penalty at the rate of Rs 500 per 30 minutes of delay will be imposed on the vendor.

- g. In case of monthly works required to be performed by the vendor as per the "Scope and technical specification of the work" is not completed by the 1<sup>st</sup> working day of the month than a penalty at the rate of Rs 500 will be imposed for every subsequent 24 hours delay in completion of the work.
- h. Any other work assigned to the vendor as described in this contract shall be completed within 24 hours of the intimation by the department, in any case work required to be performed is of complex nature there should not be a delay of more than 72 hours, although it will be the discretion of the department to decide whether the work required to be done is of complex nature or not.
- i. The vendor or his/her representative if called upon should present themselves in front of the departmental officers at short notice, failing which a fine as decided by the appropriate authority will be imposed.
- j. The design and other formats of the website approved by this office shall not be changed/ modified without prior permission failing which a penalty as decided by the department shall be levied for each such lapse.
- k. Any deviation from the terms and conditions as mentioned above shall also attract appropriate penalty as decided by the department.
- I. In case of breach of contract or violation of any terms of contract such that false disclosure of information during tender process, submission of forged documents during tender process, repeated lapse in performance of the work mentioned under the "scope and technical specification" etc, security deposit shall be forfeited and will be debarred from participation of future tenders.
- **28.** The tenure of contract is one year from the date of the work order is handed over to the service provider for maintenance and updation of New Customs House's website. The tenure may be extended for such period as may be mutually agreed by both the signatories to the contract on same terms & conditions.
- **29.** In case of any dispute, the decision of the Commissioner of Customs, Export, Mumbai Customs Zone-I shall be final & binding on both, the purchaser & the vendor.

Sd/-08.07.2020 **(V.K.MEHTA)** Asstt. Commissioner of Customs, EDI, Mumbai Customs Zone-I.

#### ANNEXURE-E

		_	<b>R TECHNIC</b> /۱-136/	AL BID 17-18 EDI Dtd 08.07.2020)
Sr.	Name of Documents	Yes/	Page	Reason (If any)
no.		No	Nos.	
1.	Documents related to the 2 years experience in maintaining and updating the website contents			
2.	Copy of Income-tax return of assessment year- 2018-19,2019-20			
3.	Details of turn over for financial years 2017-18, 2018-19 duly certified by Charted Accountant			
4.	Proof of present office address in Mumbai			
5.	Shop and Establishment certificate			
6.	GST registration certificate			
7.	Copy certifying to have currently at least two contracts for updating and maintenance of government website.			
8.	Quality management certificate			
9.	Declaration of not having been black-listed by any Bank,Govt./ PSU Organisation(Submit self decleration)			
10.	Minimum Wages Act, 1948 Compliance Certificate.			
11	EMD details			

The bidder should submit all the documents in support of Eligibility Criteria of Technical Bid and every page of the document under the bid should be attested.

#### 1. Attested photo copies of all documents above for proof should be attached.

### DECLARATION

1.	I Son / Daughter /Wife of Shri
	Proprietor / Partner / Director / authorized signatory of
	competent to sign this declaration and execute this tender document;

- 2. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law;
- 4. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Sign:

Place:

Name:

Designation:

CO. Name & Seal:

#### **GENERAL INSTRUCTIONS**

- 1. The bidder shall submit bids through www.eprocure.gov.in portal only.
- 2. All relevant documents should be attested and attached with bid and in accordance of the instructions/term & condition of this tender.
- 3. EMD (Earnest Money Deposit): The tender should be submitted with a Demand Draft of Rs.30000 (Rupees Thirty thousand only) of any nationalized bank in the favour of "President of India (acting through the Commissioner of Customs)" payable at "Mumbai. Bidder has to attach the scanned copies of EMD along with e-tender and submit the original Demand draft at following address before the end date and time of the submission of bid:

To, The Assistant Commissioner of Customs, EDI Section, Mumbai Customs Zone-I 1<sup>st</sup> floor Annexe building, New Customs House, Ballard Estate, Mumbai- 400001

- 4. PG (Performance Guarantee), 10% amount of the total value of contract, should be submitted in form of Bank Guarantee with auto renewal clause valid till at least six months after the completion of contract period from any Nationalized Bank, in the favour of "**President of India (acting trough the Commissioner of Customs)**" payable at "Mumbai.
- 5. The Service Provider should fulfil prequalification condition of the tender.
- 6. The Service Provider should submit attested copies (attested by authorized person) of all the documents.
- 7. The technical bid will be opened in the presence of the Tender Committee Members. Financial bids of only the technically qualified bidders will be opened in the presence of the Tender Committee Members. The bidders, if they wish, may remain present.
- For any clarification/ inspection regarding the subject tender the interested parties may contact the Appraiser of Customs, EDI Section, Mumbai Customs Zone-I either personally or on Tel:- 022-22757460/22757497.
- 9. Last date and time for accepting tender: 30.07.2020 at 05:00 P.M.

Opening of bids:

Technical Bids- 03.08.2020 at 12:00 P.M.

Financial Bid- 07.08.2020 at 12:00 P.M.

10. Tender document is available on website www.mumbaicustomszone1.gov.in, www.cbic.gov.in and <a href="https://www.eprocure.gov.in">www.eprocure.gov.in</a>.

Sd/-08.07.2020 **(V.K.MEHTA)** Asstt. Commissioner of Customs, EDI, Mumbai Customs Zone-I.

#### FORMAT FOR FINANCIAL BID

# Name of work: AMC FOR MAINTENANCE AND UPDATION OF OFFICIAL WEBSITE (ENGLISH AND HINDI) OF New Customs House Mumbai, (<u>HTTP://WWW.MUMBAICUSTOSMSZONEI.GOV.IN</u>)

Sr. No.	Description	Amount (Rs.) Inclusive of all taxes (in words and figures both)
1	Maintenance and updation etc. In accordance with GIGW	

Date:Sign:Place:Name in block letters:Designation:Designation:CO. Name & Seal:

# DECLARATION

3.	I Son / Daughter /Wife of Shri
	Proprietor / Partner / Director / authorized signatory of
	competent to sign this declaration and execute this tender document;

- 4. I have carefully read and understood all the terms and conditions of the tender and undertake to abide to them;
- 3. The information / documents furnished along with the above application are true and authentic to the best of my knowledge and belief. I / we, am / are well aware of the fact that furnishing of any false information / fabricated document would lead to rejection of my tender at any stage besides liabilities towards prosecution under appropriate law;
- 4. I understand that in case any deviation is found in the above statement at any stage, the concern shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Place:

Sign:

Name:

Designation:

CO. Name & Seal: