

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

F. No. S/1-18/2007/EDI (Part D)

Date: - 30.05.2018

NOTICE INVITING E-TENDER

**Sub : Annual Maintenance Contract (AMC) for Housekeeping/Cleaning at
Three Customs EDI Docks Examination Centres in Mumbai Port Trust,
Docks area – Reg.**

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) towards engagement of workers for House Keeping/Cleaning from experienced firms/enterprises for a period of one year from (26.06.2018 to 25.06.2019) at three Customs EDI Docks Examination Centres viz. U.B. Centre, Frere Basis & MOD in Mumbai Port Trust Docks (MBPT) area.

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 https://eprocure.gov.in
EARNEST MONEY DEPOSIT	:	Rs. 50,000/- (Rupees Fifty Thousand only)
LAST DATE & TIME FOR SUBMISSION OF BID	:	20.06.2018 at 1800 hrs
DATE & TIME FOR OPENING OF TECHNICAL/ QUALIFYING BID	:	22.06.2018 at 1100 hrs
DATE & TIME FOR OPENING OF FINANCIAL BID	:	25.06.2018 at 1100 hrs

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.cbec.gov.in), official website of Mumbai Customs Zone-1 (<http://www.mumbaicustomszone1.gov.in>) and on <https://eprocure.gov.in> from 31.05.2018. 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 20.06.2018 in two separate files addressed to the Commissioner of Customs (Export, EDI), New Custom House, Ballard Estate, Mumbai-400001. The technical/ qualifying bid shall be opened by the e-Tender Evaluation Committee on 22.06.2018. 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 25.06.2018 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 Inspector/Superintendent of Customs, on any working day between 11.00 AM to 5.00 PM before 20.06.2018. 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/-
(Brijendra Chowdhary)
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) through telex section, New Custom House, Mumbai – I

iv Mumbai Customs Zone-1 website (<http://www.mumbaicustomszone1.gov.in>)

ANNEXURE-I

TERMS & CONDITIONS

1. THE SCOPE OF WORK:-

The scope of this tender for AMC towards house Keeping/cleaning includes positioning of workers at 3 Customs Docks sites as mentioned below, to maintain the entire premises in good condition from hygienic point of view as per the terms and conditions mentioned below:

Sr. No.	Department	Location	Area in sq. ft	No. of persons
1	Customs EDI Docks Examination Centre	UBC, 1 Uncleared W/H Indira Docks, MBPT and EDI (Server Room)	280 + 1000	1
2	Customs EDI Docks Examination Centre	Frere Basin, Mallet Bunder, Mazgaon, MbPT	1300	1
3	Customs EDI Docks Examination Centre	MOD, Shed No.4 Reay Road (East) MbPT	2400	2

Total 4980 sq.ft.

2. DESCRIPTION OF WORK:-

- i) Daily cleaning, sweeping and wet mopping of floors at three Customs EDI Docks sites.
- ii) Dusting and wiping of all furniture like tables, chairs, sofas, computer table/chair and electronic gadgets like computers, telephones, FAX machines, photo copier machines etc.
- iii) Cleaning of all allocated areas using disinfectants and cleaning of the doors, windows, aluminium partitions, glass and aluminium channels in the entire office twice a week.
- iv) Shifting of furniture, files and other office equipments, whenever required.
- v) The bidder will provide proper uniform to all the workers so that they can easily identified. All the workers should be available up to 1800 hrs in the office.
- vi) The personnel should be punctual and should complete the cleaning works premises as mentioned in the terms and conditions at 3 Docks Sites before 9.30 AM except on Second Saturday and Sundays.

- vii) All the material/chemicals required for cleaning/maintaining the cleanliness will be provided by the bidder.
- viii) They bidder will provide sufficient number of workers on daily basis to ensure proper cleanliness at Customs Docks sites/EDI Section.
- ix) The bidder will supply safety articles/equipment to his staff and safety of the workers will be solely the responsibility of the contractor and the Department will not be responsible for any accident/damages.
- x) The bidder shall not allow movement of equipment/items in or out from the Customs area without prior permissions of competent authority and shall be responsible for any items found missing or misplaced.
- xi) If any of the items is found missing, the Bidder shall have to pay penalty against the equipment decided by the competent authority.
- xii) Rs. 500/- per person per day shall be deducted as a penalty against the absence of any deployed Staff by the bidder without proper intimation. In the absence of regular staff suitable replacement should be provided by the bidder.
- xiii) The persons shall finish their work assigned to them timely, unreasonable delay is liable to be penalized.
- xiv) Bidder shall handle the equipment very carefully. Bidder shall be penalized for the damage cause due to carelessness in handling or deficiencies in the service or manpower provided by the bidder.
- xv) Sub-contracting of AMC is not allowed.
- xvi) The bidder shall be solely responsible for payment of wages/salaries other benefits and allowances to this personnel that might become applicable under any Act or Order of the Government and the Commissionerate shall have no liability whatsoever in this regard.
- xvii) The bidder shall ensure that the workers deployed at the 3 Docks Sites after completing their housekeeping work in the morning house at 3 Customs EDI Examination Centres in Docks, at least two persons should daily report to EDI Section and remain present up to 6 pm for any such further work as per the requirement of the Department.
- xviii) The personnel deployed should be well experienced and trained adequately and of sound health. They should be well behaved and well mannered. They should be provided with uniforms and identity cards prominently displayed. They should have knowledge of local language.
- xix) All the Housekeeping branded materials / consumables, such as Brooms, Cobweb

sticks, Dusters, Mop sticks, Buckets, Mugs, Toilet Cleaner, Floor cleaner, Toilet freshener, urinal cakes, cleaning powder, phenyl, Hand wash liquid, toilet cleaning brush, cleaning/dusting cloth, Water Wipers, Dust bins, Garbage bins, Rooms spray, Scrubbing pas, Naphthalene balls, glass cleaner, cleaning machinery etc., as required to execute the above jobs will be borne by the successful bidder.

- xx) The contractor should deploy one full time Supervisor with mobile phone who shall report to the Caretaker daily. The Supervisor shall also visit all the divisional offices daily to supervise cleaning activities.
- xxi) Insurance cover protecting the agency against all claims applicable under the Workmen's Compensation Act, 1948 shall be taken by the Service Provider. The Service Provider shall arrange necessary Insurance cover for any persons deployed by him even for short duration. This Office shall not entertain any claim arising out of mishap, if any that may take place while discharging the duties by the labour provided for outsourcing by the contractor. In the event of any liability / claim falling on this Commissionerate, the same shall be reimbursed / indemnified by the Service provider.
- xxii) The contractor should pay to their personnel a minimum wage at the prevailing rate as fixed under Minimum Wages Act prescribed by the Chief Labour Commissioner (Central). Any breach of this condition will be liable for termination of the contract and the same would be dealt with accordingly. Besides, ESI and PF per head at the current rate should be paid by the contractor every month as per the existing rules and copies of paid cash challans should be submitted every month to this office.
- xxiii) The contractor is responsible for payment of monthly salary including leave.
- xxiv) The bidder shall maintain an Attendance Register of personnel. The said register of personnel shall be subject to check by the concerned officer posted at three Customs EDI Docks site. The daily sheet to be signed by the Appraiser / Supdt/PO/EO of the Docks area.

3. **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 be of a sound financial background and positive net worth.
- ii) 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 above mentioned be furnished along with self-declaration in this regard.
- iii) The bidder should have minimum three years of experience in providing housekeeping services to various organizations i.e. Central/ State Govt. Organization will be preferred,; and should have completed at least two such works with an Annual Contract Value of not less than Rs. 5 lacs in the similar activity, in the last three years ended 31.03.2018, work order should be furnished in this regard.

- iv) The bidder must have ESI Registration, EPF Registration.
- v) The service provider should be registered under GST Act 2017 and must be complying with all Labour Acts/Rule/Regulations, minimum wages and other relevant & applicable central and State Statutes/Acts/Rules/Regulations in force.
- vi) The bidder must have obtained Permanent Account Number (PAN) under Income Tax Act, 1961.
- vii) The evidence for filing of returns along with Profit and Loss Account and Balance Sheet for past three financial years 2014-15, 2015-16 & 2016-17 should be enclosed along with the qualifying bid.
- viii) The bidder must have an Annual Average Turnover of not less than of Rs. 25 lacs during the last three financial years 2014-15, 2015-16 & 2016-17, certificate duly certified by a chartered Accountant is required in this regard.

4. **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.

5. **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 in original. Demand Draft/ Bank Guarantee should be sent in original to 'Deputy Commissioner of Customs, EDI, 1st 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.

6. **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 Rs. 10% of the total annual maintenance contract value and shall be in 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.

7. OTHER TERMS AND CONDITIONS

1. 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 prescribed conditions are not fulfilled, are liable to be rejected.
2. Successful bidders 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.
3. The Commissioner of Customs (EDI) reserves the right to accept or reject any or all tenders / bids without assigning any reason.
4. The successful bidder will have to execute a contract with the Department and the contract shall be valid for a period of one year from the date of execution of the contract

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 and/ or its personnel shall not allow movement of equipment/ items 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 by its staff

9. TERMS OF PAYMENT:-

- a. The bidder shall submit the bill on quarterly basis at the end of each quarter, in original or 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 computers, printers and other hardware.
- c. The payment for last quarter would, however, be made only on successfully handing over of all the essentials, in a condition and status not less than that in which they were taken over, 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-I) 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.

10. 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.

11. 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.

12. 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 20.06.2018.
- 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 1600Hrs on all working days and for further details, contact can be made to Superintendent 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(4th 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/-
(Brijendra Chowdhary)
Deputy Commissioner of Customs
EDI, NCH, MUMBAI

ANNEXURE-II

TECHNICAL BID FORM

1	Name of Contract	Annual Maintenance Contract (AMC) for Housekeeping/Cleaning at Three Customs EDI Docks Examination Centres in Mumbai Port Trust, Docks area			
2	Name of tender/co.				
3	Address				
4	Telephone No. Fax No. / Mob. No.				
5	Name 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 RS.	Yes/ No	DD No: Date:		
10	Whether Having PAN No.	Yes/ No	Number	Date of Issue	Validity
11					
12	Whether having GST Registration	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 and a copy of the turnover of their companies in respect of last 3 financial years (2014-15, 2015-16 & 2016-17) duly certified by Chartered Accountant to be enclosed with Performa of annexure (Technical bid form).

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 document

Sr. No.	Department /Location	Total area in sq. foot	Total No. of persons	Monthly rate per sq.foot	Total Amount for total sq.foot per month (inclusive of taxes)
1	Three Customs EDI Docks Examination centers at UBC, Frere Basin & MOD.	4980 sq.foot (approx)			

Total amount per month x 12 months = Total Amt.....p.a.

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: