



**OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL)  
NEW CUSTOM HOUSE, CHS SECTION, MUMBAI 400 001.**

**Phone: 022-22757822 Email: [chsmumzone1@gmail.com](mailto:chsmumzone1@gmail.com) Fax: 22757702**

F. No. S/43-21/2005 CHS Part V

Date: - 18.03.2020

**NOTICE INVITING E-TENDER**

**Sub: Calling for e-tender to award Annual Maintenance Contract (AMC) of servicing, repairs and maintenance of Air-conditioners installed in the offices of the Customs Department under the jurisdiction of Chief Commissioner of Customs, Mumbai-I – Reg.**

Online e-Tender is invited by the office of Pr. Commissioner of Customs (General), New Custom House, Ballard Estate, Mumbai from eligible and experienced/ reputed firms to provide servicing, repairs and maintenance of Air-conditioners installed in various chambers/sections of this office located at New Custom House Premises, Ballard Estate, Mumbai – 400 001, Mumbai Docks Area and MCD section at OSC Building, MbPT, P.D.Mello Road, GPO under the jurisdiction of Chief Commissioner of Customs, Mumbai Zone –I, Ballard estate, Mumbai – 400 001. Details of the services required and other terms and conditions relating to the award of the contract are given in Annexure-I.

**The enclosed e-tender should be submitted in the prescribed e-Tender form only.**

The bidder should go through the details and sign each and every page of e-tender including its enclosures as a token of acceptance of the terms and conditions of the e-tender.

The e-tender form for qualifying bids, prescribed in Annexure-II and the e-tender form for the financial bid prescribed in Annexure –III, complete in all respects, shall be submitted online **on or before 09.04.2020 & 5 PM.**

All prospective bidders are invited to submit their bids under Two Bid System for the subject work, as detailed below, in accordance with the tender documents enclosed: -

MODE OF TENDERING	: e-tendering through our portal <a href="http://www.eprocure.gov.in">www.eprocure.gov.in</a>
EARNEST MONEY DEPOSIT (only)	: Rs. 50,000/- (Rupees Fifty Thousand only)
PRE BID MEETING (PBM) on	: <b>01.04.2020 at 11:00 AM</b>
VENUE FOR PBM	: CHS Section, Ground floor, New Custom House, Ballard estate, Mumbai – 400 001.
LAST DATE AND TIME FOR SUBMISSION OF BID/TENDER	: <b>09.04.2020 &amp; 5:00 PM</b>

DATE & TIME FOR OPENING TECHNICAL/QUALIFYING BID :09.04.2020 & 11:00 AM

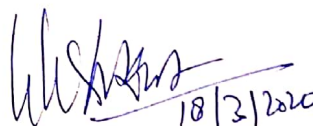
DATE & TIME FOR OPENING FINANCIAL BID :10.04.2020 & 11:00 AM

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.cbic.gov.in](http://www.cbic.gov.in)), official website of Mumbai Customs Zone-1 (<http://www.mumbaicustomszone1.gov.in>) and on <https://eprocure.gov.in> from **01.04.2020**. 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 **09.04.2020** in two separate files addressed to the Pr. Commissioner of Customs (General), New Custom House, Ballard Estate, Mumbai-400001. The technical/ qualifying bid shall be opened by the e-Tender Evaluation Committee on **09.04.2020**. 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 **10.04.2020** 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 01.04.2020. 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.



(K. K. Sharma)

ASSTT. COMMISSIONER OF CUSTOMS  
CHS/ 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](http://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**

(To the Tender Notice F. No. S/43-21/2005 CHS Part V dtd. 12.03.2020)

**1. The Scope of Work:**

Annual maintenance including repairs and servicing at regular intervals of Window Air Conditioners (33 Nos), Split Air-conditioners (162 Nos), cassette type Air-conditioners (05 Nos), and package type Air-conditioners (02 Nos), installed in various chambers/sections of this office located at New Custom House, Ballard estate, Mumbai - 400 001, and offices located Mumbai Docks area and at MCD section, OSC building, MbPT, P. D. Melio Rd., Opp. GPO.

**2. Description of Work**

- i. The Bidder will have to provide services between 0800hrs to 1800hrs (prescribed hours) on all working days including Saturdays, except Sundays and Public Holidays. In case of emergency calls of breakdown, the bidder will have to provide his services beyond prescribed hours including Sundays and Public holidays.
- ii. Regular servicing and cleaning of existing Air-conditioners. Two wet services at an interval of 06 months and two dry services intermediary at the end of three months.
- iii. Attending complaints/breakdowns and its ratifications during the prescribed hours and in case of emergency call anytime including on Sundays and Public Holidays.
- iv. Shifting/installation of the existing Air Conditioners from one place to another as and when required by the department/section.
- v. The servicing and maintenance work will include: -
  1. Cleaning, checking and gas charging.
  2. Free replacement of defective/worn out part with new or serviceable parts such as refrigeration system compressor, condenser coil, electrical components and controls, fan motors, fan blades, float valve assembly faucets, insulation, air filter, knobs, etc. as and when required.
  3. Overhauling at site or in service station as and when required.
  4. Check cables, motor, starters for overheating.
  5. Check and clean air filters and replacement of the same if required
  6. Check motor shaft bearing and overhauling
  7. Check and clean drain pipes and their replacements
  8. Check setting and test operation of all safety controls and operation devices
  9. Clean cooling coils and condenser coils
  10. Check all wirings for loose contact and rectify

**3. Eligibility/Qualification 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:

1. The bidder should have annual turnover of more than Rupees one crore in last financial year, in this regard CA certified certificate & balance sheet should be submitted.

2. The bidder should furnish copy of CA certified certificate & balance sheet along with the copy of IT returns for last 3 financial years.
3. The bidder shall have to provide services required at Mumbai and should have office in Mumbai. In this regard, the bidder should have to furnish the Establishment certificate of the shop.
4. The bidder must have at least 3 years' experience in similar works i.e. maintenance of air-conditioner in Central Government/State Government/Semi Govt. organizations. Copy of work orders for three different years to be enclosed in this regard.
5. The bidder must have at least three contracts running for maintenance of air-conditioner, work orders are required in this regard.
6. The Bidder should be a registered Electrical Engineer having Govt. Electrical License for electrical work under PWD or CPWD or Government organization.
7. The bidder should not have been disqualified or served memorandum by any central Govt./State Govt./Semi Govt. Private Organization. If later on, it is found that any AMC holder has been disqualified or served memo, he will be banned for next five years by the department. Self-declaration and NOC/ satisfactory report from at least three different organizations should be furnished in this regard.
8. The Bidder must have the following documents:
  - a. Registration of the Agency/ under the Shops & Establishment Act
  - b. Electrical Contract License Registration under PWD or CPWD or Government organization.
  - c. GST Registration Certificate
  - d. PAN Card
  - e. AADHAAR Card
9. The bidder must be complying with all Labour Acts/Rule/Regulations, minimum wages and other relevant & applicable central and State Statutes/Acts/Rules/Regulations in force. Minimum Wages Act, 1948 Compliance Certificate is required in this regard.

**4. Financial Bid Requirement: -**

The bidder shall submit financial bid in the prescribed format as laid down in Annexure-III. The bidder shall mention his quotation for contract work in the form of rate per unit per year. The quoted rate shall include all taxes and all other liabilities including cost of relievers for weekly off, gazetted holidays and any other leave, in addition to statutory obligations like ESI, PF, Uniform and as per Minimum Wages Act, etc.

**8. Bidding Procedure: -**

- a) Bids are invited in two bid systems, (1) Technical and (2) Financial, which shall be uploaded separately on E-procurement Portal of [www.eprocure.gov.in](http://www.eprocure.gov.in) as per annexure-II and annexure-III.
- b) The technical bids of all bidders will be opened by e-tender evaluation committee on pre-scheduled date.
- c) The financial bids of only successful bidders will be opened later.
- d) No bids will be accepted after pre-scheduled date & time 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 commercial bids must contain "**terms of payment, delivery period**", etc.

**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/ Bankers Cheque of scheduled bank drawn in favour of "**RBI A/C Commissioner of Customs (General), Mumbai**", payable at Mumbai in original shall accompany the e-tender. Demand Draft/ Bankers cheque should be sent in original to 'Assistant Commissioner of Customs, CHS, Ground floor, Old 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 (non-interest bearing) to the office of the Pr. Office of Commissioner of Customs (General) 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 (General), 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 Pr. Commissioner of Customs (General) on Performance Security Deposit.
- In case of breach of contract or violation of any terms of contract, security deposit shall be forfeited.

**7. Responsibilities of the bidder: -**

- a. The bidder will have to provide all the manpower and equipments needed for the contract work at their own cost
- b. In order to ensure uninterrupted and prompt services, the bidder should deploy at least 02 technical and 01 non-technical staff in New Custom House, Mumbai, during the prescribed hours.
- c. 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 CHS section.
- d. The bidder firm will have to ensure the punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of contract.
- e. 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.
- f. 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.

- g. 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.
- h. 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.
- i. 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.
- j. 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.
- k. 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 such equipment/ item or property of department 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.
- l. The bidder shall be responsible for timely completion of work on day to day basis

**11. 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 CHS section and the same shall be paid thereof after making recovery, if any.
- 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 CHS staff certifying the proper execution of the contract work.
- 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 any defects, shortcomings noticed during next year's handing over/taking over, and 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 Pr. Commissioner of Customs (General) 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.

**12. Taxes and Duties: -**

The successful bidder shall be entirely responsible for all applicable taxes, duties, license fees, etc. No tax or duty will be payable by this office.

**13. Other Terms and Conditions**

- a. The successful bidder shall have to enter into contract with the department and the contract shall be valid for a period of one year. The contract comes into effect from the date of confirmation of order from Customs and the agreement shall remain in force initially for a period of one year from the date of confirmation, as mutually decided.
- b. Successful bidder shall be responsible for the comprehensive operation and maintenance including repairs / replacement and preventive maintenance, of the Air Conditioners within the scope of works as outlined above of this proposal on the terms and conditions listed in this NIT.
- c. In case of any of the Air Conditioners Unit or any part thereof under the ambit of the contract breaks down or is not working to the desired level and is not repaired within three hours then a penalty of Rs.500/- for the first day and Rs. 1000/- for every subsequent day till the item/equipment is repaired, would be deducted from the monthly bill of that period.
- d. In case of any damage caused to other equipment of this Department such as Computer Systems, Routers etc. which are not covered by this e-tender, but their functioning depends on the Air Conditioners under the ambit of this contract, due to non-working of such Air Conditioners the cost of repairing or replacing that equipment will have to be borne by the bidder failing which the department would deduct the same from the payment to be made to them.
- e. The Bidder shall replace necessary parts, with equivalent/ branded parts, free of cost, if found defective. In case of replacement, the defective spares covered under this contract shall remain the property of Indian Customs.
- f. The conduct of the successful bidder will be constantly monitored and failure to abide by the terms and conditions of the contract, failure to maintain the Air Conditioner Units in working condition, lack of punctuality and any breach in security procedure or making any false declaration to any Govt. Agency which in the opinion of the Govt, is not in the public interest shall make the contract liable to be terminated.
- g. The Bidder should go through the details and sign each and every page of e-tender including its enclosures as a token of acceptance of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The Bidder would fill up the information in the Annexure II& III enclosed at the end of this document in clear and legible terms. Whenever, the prices are to be quoted shall be written in figures and words as well. Annexure shall also have to be signed and stamped by the firm through its authorized signatory. The e-tender form shall be rejected if it is not complete in any respect.
- h. Rate should be quoted in Indian Rupee. The rate should be quoted both in words and figures and shall be firm during the contract period.
- i. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialed.
- j. The bidder shall furnish an undertaking to the effect that none of its Directors/Partners/Owner or associates have been convicted under any law of the land. The undertaking should also mention if any legal proceedings are initiated and are pending against them under any law of the land anywhere in India.
- k. A prospective bidder requiring any clarification of the E-Tender document may communicate to the concerned official (Superintendent of Customs- CHS Dept.) at the address given in this notice inviting e-tender.
- l. At any time prior to the last date of receipt of bids, Office of the Pr. Commissioner of Customs (General) may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the e-Tender document by an amendment.
- m. The Office of the Pr. Commissioner of Customs (General) may at its own discretion extend the last date for the receipt of bids.
- n. The bids shall be written in English language.

- o. The Office of the Pr. Commissioner of Customs (General) reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefore. The decision of the Office of the Pr. Commissioner of Customs (General) will be final in all the matters of e-tender and purchase.
- p. The Bidder undertakes that he shall comply with all conditions laid down under all applicable statutes, licenses and permissions and undertakes to keep all licenses and permissions valid and subsisting during the period of contract failing which this service agreement shall be liable to be terminated without notice or compensation or any payment whatsoever at the sole discretion of the Department.
- q. The department shall be the sole authority to decide on the quality of service rendered by the Bidder. In case the performance of the Bidder is found unsatisfactory, the Department shall have the right to terminate the agreement without notice or compensation or any payment, whatsoever at the sole discretion of the Department.
- r. The Department shall have the right to withhold any reasonable sum from the amount payable to the Bidder under this contract, if the bidder commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the department as to payment of all statutory and other dues or compliance with other obligations.
- s. The personnel engaged by the Successful Bidder shall have no claim whatsoever on Office of the Pr. Commissioner of Customs (General) and shall not raise any industrial dispute either directly or indirectly with or against Office of the Pr. Commissioner of Customs (General) in respect of their service conditions as long as they are engaged at Office of the Pr. Commissioner of Customs (General)'s premises for execution of the Contract.
- t. The Income Tax as per Rules shall be deducted from the bill. All statutory deductions such as TDS, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the Successful Bidder at the applicable rates from time to time.
- u. Under no condition, the Bidder or his staff shall claim the benefits of Office of the Pr. Commissioner of Customs (General)'s Rules, Wages & Allowances, facilities etc.
- v. Office of the Pr. Commissioner of Customs (General) shall not be responsible for delay or no receipt of e-tender documents during transit by Post.
- w. Office of the Pr. Commissioner of Customs (General) reserves the right to reject any or all E-Tenders without assigning any reason thereof at any stage of the process.

**Office of the Pr. Commissioner of Customs (General) reserves the right to add to the existing equipment and/or delete from the existing equipment, any equipment at any point of time. In the event of sue addition/deletion per day pro-rata amount for maintenance of that equipment would either be added to or deleted from the AMC charges payable to the successful bidder from the day of such addition and/or deletion.**

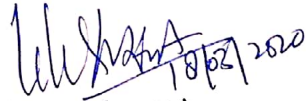
**9. COMPLETION OF CONTRACT: -**

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.



10. **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.



**(K. K. Sharma)**

Asstt. Commissioner of Customs  
CHS, NCH, MUMBAI

**ANNEXURE-II**

**Technical Bid Form**

(To the Tender Notice F. No. S/43-21/2005 CHS Part V dtd. 12.03.2020)

1.	Name of the Bidder	
2.	Type of Entity (Proprietary firm, partnership, etc)	
3.	Address	
4.	Tel No./ Mobile no.	
5.	Name of the contact person and mobile no.	
6.	EMD details @ Rs. 50,000/-	
7.	Legal certificates to be enclosed	
	GST details	
	PAN details	
	Service Tax registration details	
	Shop and establishment registration details	
8.	Annual turnover of previous three financial years details	
9.	Bank solvency certificate	
10.	Experience in Air –conditioner maintenance contracts	
11.	No. of staff to be deployed for contract	
12.	Any employee of the office of Commissioner of Customs on your board or share holder in bidders entity	
13.	Have any of the company's director convicted under law	
14.	Has the firm blacklisted at any time in past by any organization	
15.	Any other information bidder may like to furnish (may be furnished in separate enclosure)	

**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 Form**

(To the Tender Notice F. No. S/43-21/2005 CHS Part V dtd. 12.03.2020)

Name of the bidder:

Address with telephone no.

Name & address of proprietors/ partners or directors

Contact persons with mobile no.

Quotations for 12 months charges

Sr.No.	Type of Air-conditioners	Qty	Price Quoted (per set/unit per annum)	Total Rs.	Tax	Total Price (Inclusive of Tax)
1	Window ACs	33				
2	Split ACs	162				
3	Cassette ACs	05				
4	Package Type ACs	02				

**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: