

OFFICE OF THE PR. COMMISSIONER OF CUSTOMS (GENERAL)
NEW CUSTOM HOUSE, BALLARD ESTATE MUMBAI - 400 001.

F.No. S/43-115/2013-14 CHS

Date: .04.2019

NOTICE INVITING e-TENDER

SUB: CALLING FOR E-TENDERS FOR PROVIDING PEST CONTROL SERVICES IN THE OFFICES OF CUSTOMS DEPARTMENT UNDER THE JURISDICTION OF CHIEF COMMISSIONER OF CUSTOMS, MUMBAI ZONE -I

Online e-Tenders are invited by the office of the Principal Commissioner of Customs (General), New Customs House, Ballard Estate, Mumbai from eligible and experienced/reputed firms, to provide Pest Control services in the offices of Customs department 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 contract are given in the Annexure - I.

The enclosed e-Tender should be submitted in the prescribed e-Tender Form only. The Contractor 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 e-tender.

The e-tender form for qualifying bid, prescribed in Annexure -II and the e-tender form for the financial bid prescribed in Annexure - III, complete in all respects, shall be submitted on-line on or before 26-04-19

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 our portal www.eprocure.gov.in
EARNEST MONEY DEPOSIT	: Rs. 20,000/- (Rupees Twenty Thousand only)
PRE BID MEETING (PBM) VENUE FOR PBM	: CHS Section, Ground floor, New Custom House, Ballard Estate, Mumbai - 400 001.
LAST DATE AND TIME FOR SUBMISSION OF BID / TENDER	: <u>26-04-19</u> & 5:00 pm
DATE & TIME FOR OPENING TECHNICAL / QUALIFYING BID	: <u>29-04-19</u> & 11:00 am
DATE & TIME FOR OPENING FINANCIAL BID	: <u>30-04-19</u> & 11:00 am

Interested bidders may download the Notice Inviting e-Tender from the portal www.eprocure.gov.in. The tender enquiry documents will be available on official website (www.cbec.gov.in, www.mumbaicustomszone1.gov.in) and on <http://eprocure.gov.in> from 05-04-19. 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 www.e-procure.gov.in complete in all respects on or before 26-04-19 in two separate files addressed to the Assistant Commissioner, CHS, office of 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 29-04-19 at 11.00 AM. Incomplete bids 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 30-04-19 at 11.00 AM by the e-tender evaluation committee.

Bidders shall submit the technical as well as the financial bid through e-tendering portal 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 11.00AM to 5.00 PM before 26-04-19. 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 having read and understood 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.


04/04/19

(K.K.SHARMA)

**ASSTT. COMMISSIONER OF CUSTOMS
CHS/ NCH, MUMBAI.**

Encl: Annexure- I, II & III

Copy to:

- i. Notice Board
- ii. EDI for posting on Customs website

ANNEXURE 'I'

TERMS & CONDITONS

1. ELIGIBILITY CRITERIA FOR TECHNICAL BIDS:

- l) The bidder should have a valid license to stock and use of permissible Insecticide for commercial pest control operation and agriculture license.
- m) The bidder should have ISO 9001-2008 certificate.
- n) The bidder should have an experience of at least 03 years or more in such Services to the Government / Semi Government Departments /organizations.
(Empanelment certificate, Customer satisfactory certificates and work order may be attached.)
- o) Copy of VAT/Sales Tax/Service Tax/**GST** and PAN number Registration Certificates.
- p) List of clients along with Empanelment certificate, customer satisfactory certificate and work orders from other government and semi-government organizations.
- q) Certificate of membership of pest control association.
- r) Labour license.
- s) The bidder must have ESI Registration, EPF Registration and Service Tax Registration.
- t) Shop and Establishment registration certificate.
- u) The evidence for filing of returns along with profit & Loss Account and balance Sheet for past three financial years 2015-16, 2016-17 & 2017-18 should be enclosed along with the qualifying bid.
- v) The bidder must have an Annual Average Turnover of not less than of Rs. 20 lacs during the last three financial years 2015-16, 2016-17 & 2017-18, duly certified by a Chartered Accounts.

2. EARNEST MONEY DEPOSIT:

The bidder shall furnish an amount of Earnest Money of Rs. 20,000/- (Rupees Twenty Thousand only) by way of Demand Draft drawn in favour of **"RBI A/c. Commissioner of Customs (General) Mumbai"** payable at Mumbai along with the Bid. The bid security of unsuccessful bidder will be refunded / returned in due course.

Earnest Money Deposit in the form of Demand Draft of requisite amount in original in the prescribed formats and in the manner prescribed in the documents should be submitted prior to bid submission in sealed envelope. However, if the bidders are unable to submit EMD in original on the due date, they may upload a scanned copy of EMD while submitting the bid electronically, provided the original EMD copy of which has been uploaded, is received by the Office of the Pr. Commissioner of Customs, CHS Department, New Custom House, Ballard Estate, Mumbai- 400 001 within 7 days from the date of Technical / Qualifying bid opening, failing which the bid shall be rejected irrespective of their status / ranking in tender and notwithstanding the fact that a copy of EMD was earlier uploaded by bidder.

Only EMD/Authority/Power of Attorney shall be submitted in original in physical form on or before the bid due date.

3. SECURITY DEPOSIT:-

The successful Bidders shall furnish Security Deposit to the Office of the Principal Commissioner of Customs (General) within 30 days of issuance of contract but positively before submission of 1st bill, and shall be in the form of Demand Draft / Pay Order/Bank Guarantee from a Schedule Bank drawn in favour of "RBI a/c. Commissioner of Custom" payable at par in Mumbai valid for the contract period and plus three months thereafter. EMD will be part of Security Deposit and the EMD of successful Bidder can be refunded after depositing of Security Deposit.

*No interest will be payable by the office of the Principal Commissioner of Customs (General) on Security Deposit.

*In case of breach of contract or violation of any terms of the contract, Security Deposit shall be forfeited.

4. SCOPE OF WORK:

The Job of Pest Control shall include the following:-

A) **Anti Rodent:** Entire offices of New Custom House, Heritage and Annex building, All EDI Sections, Surrounding Areas, Staircases, passages, parking / Basement Area, Garden Area, lift rooms etc. Through permitted insecticides as per Government of India and WHO norms (standard branded Chemicals to be used) to eradicate the menace of rodents, mice, insects etc.

Frequency: **Twice in a month, 24 services in a year.**

B) **Fumigation / Fogging Treatment:** Entire offices of New Custom House, Heritage and Annex building, Surrounding Areas Staircases, Passages, Parking Basement Area, Garden Area, etc. to eradicate the problem of mosquitoes, flies, insects etc.

Frequency: **Weekly once, 52 services in a year.**

C) **General Pest Control:** Spray, Gel and herbal treatment for Cockroach, ants & Lizards.

Frequency: - **Monthly once, 12 services in a year.**

D) **Termite (white ants) Control Treatment:**

Frequency: **Monthly once, 12 services in a year.**

For all the above mentioned Pest Control Treatments only branded standard chemicals and other medicines (compulsorily use chemicals of any of the brands i.e. Bayer, Rallis, & Bombay Chemicals Ltd.), Herbal/Gel systems to be used, more information specification regarding this can be obtained from the Office Superintendent / C. H. S., Ground floor, New Customs House, Mumbai - 400 001.

Agencies must ensure that the pest control once done shall remain effective up to the next pest control, failing which it shall have to be done again without any additional liability on the department.

The Contract shall be valid for a period of one year or 12 months starting from the date of issue of work order. **The department reserves the right to terminate the contract within the period without any prior intimation / notice, if the service / conduct of the contractor is found unsatisfactory.**

5. LOCATION AND AREA TO BE COVERED

Sr. No.	Name of the Section /Office/Gate Cabin
1.	New Custom House (Including EDI)

6. RATES: The rates quoted should be inclusive of all taxes and other charges and the rates should be mentioned in figures as well as in words.

7. PAYMENT: Payment to the successful bidder shall be released on monthly basis on completion of the work as mentioned in Para '4' and on **submission of "work carried out satisfactorily" certificate from the respective offices / Departments** as mentioned in Para '5'.

8. OTHER TERMS AND CONDITIONS:

The successful bidder shall have to enter into a contract with the department and the contract shall be valid for a period of one year.

1. The conduct of the successful bidder will be constantly monitored and failure to abide by the terms and conditions of the contract 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.
2. The Bidder should give details of their business soundness and provide list of customers of previous supply of similar items to Government Departments/Undertakings/public/ private sectors with contact details. The details of the agency/profile should be furnished along with the copy of all related documents.
3. Rates should be quoted in Indian Rupees in both words and figures. Vendors/Bidders shall submit their bids online only after digitally signing the bid documents with their allotted digital signature. If any modifications are required to be made to a document after attaching the digital signatures, the digital signature shall again be attached to the modified document before uploading the same.
4. The bids shall be submitted in two parts viz;
 - a. **Technical/Qualifying Bid:** To be submitted on collaboration folders of the e-tendering system complete with all technical details other than the price along with the tender duly digitally signed and stamped as per Annexure -II attached.
 - b. **Financial Bid:** Financial bid shall be submitted as per Annexure -III attached. It should contain only the prices without any condition whatsoever.
5. This office shall appreciate submission of offers based on the terms and conditions only in the enclosed conditions of the contract so as to avoid wastage and time and money in seeking clarifications on commercial aspects of the offer.
6. Office of the Pr. Commissioner of Customs (General) assumes no responsibility for non-submission of bids by the bidders through our e-tendering system on account

of delay in submission. Bidders shall ensure that they submit the bids well before the due date and time of bids submission. This office shall not be responsible if bidders are not able to submit the bids on account of failure in network/internet connection at the bidders' end. Bidders shall obtain the digital certificate (class 3) on their own and this office shall not be responsible for bidders' not having the valid digital certificate.

7. Bidders shall submit the financial bids strictly as per the format attached with this tender. Financial bids containing any fresh conditions (not mentioned in the technical bid) shall be liable for rejection. Bids must be submitted within the stipulated date and time as indicated in the tender and should be valid for a period of 90 days from the final date of submission of e-tender.
8. Any bidder who wishes to quote against this tender may download the bidding documents from this office website (www.eprocure.gov.in) and submit the bids complete in all respect online on or before the due date/time along with an undertaking that the contents of the bidding documents have not been altered or modified.
9. The bidders are required to submit scanned copies of all certificates/documentary evidences towards the proof of meeting the eligibility criteria along with other requisite documents through our e-tender system. Non-submission of the scanned copies of the requisite certificates/documents shall render the bid non-responsive and shall be liable for rejection.
10. This is zero deviation e-tender. Bidders are strictly advised to confirm compliance of tender conditions and not to stipulate any deviations in their offer. Subsequent to bid submission, this office shall not seek confirmation/clarifications and any bids which are not in line with tender conditions shall be liable for rejection. Bidders are also requested to submit the documents/confirmations strictly as per the check list enclosed. Any change in bid after the due date of submission is not allowed.
11. The prices/rates quoted by the bidder shall remain firm till the issue of final certificates and shall not be subjected to any escalation. The price schedules shall be deemed to include and cover all costs, expenses and liabilities of every description and all risks of every kind to be taken in executing the work. The contract price shall be inclusive of all levies, taxes, transportation charges, stamp duties etc. from and of Central or State Government or Local Bodies whatsoever. Bidder shall also obtain and pay for all clearances, permits, or other privileges necessary to complete his obligations as per contract. For work under unit rate basis, no alteration shall be allowed in the schedule or rates, reasons of works or any part of them being modified altered, extended, diminished or omitted. The price schedules are fully inclusive rates which have been offered by the bidder and agreed to by the Office of the Principal Commissioner of Customs (General) and cannot be altered.
12. The Office of the Principal Commissioner of Customs (General) reserves the right to cancel the contract at any time after acceptance of the same with a notice. The Bidder/Supplier shall have no claim to any payment of compensation or otherwise whatsoever, on account of any profit or advantage which he might have derived from the execution of the work/supply in full but he did not derive in consequence of the foreclosure of the whole or part of the works. The Contract shall be valid for a period of one year i.e. from the date of issuance of the contract. OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) reserves the right to terminate the Contract awarded at any time during the currency of the Contract without assigning any reasons **by giving one month's notice in advance** in writing. The Successful Bidder shall be required to give three month's advance notice in writing for termination of the contract, failing which due action shall be

taken. If all or part of the contract is terminated in accordance with the provisions contained above, the Office of the Principal Commissioner of Customs (General) shall pay charges up to the effective date of termination. However, the termination of the contract shall not relieve the bidder of any of his obligations imposed by the contract with respect the work performed by them prior to such termination.

- 13.A prospective bidder requiring any clarification of the e-Tender document may contact the concerned official (Superintendent of Customs- CHS Dept.) at the scheduled date and time of the pre-bid meeting. Bidders are requested to attend the pre-bid meeting so that their queries, if any, related to the tender/scope of work; e-tendering can be addressed during the meeting.
14. 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 bidders, modify the e-tender documents by an amendment.
- 15.The Office of the Principal 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 thereof and it shall also, at its own discretion extend the last date of receipt of bids. The decision of the Office of the Principal Commissioner of Customs (General) is final in all the matters of e-tender and purchase.
- 16.Prior to the commencement of the Contract, officials from the OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) shall inspect office of the Bidder.

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.

- 17.All disputes and differences arising out of or in any war concerning the contract shall be settled after holding necessary discussions between the parties. However, in the event of any dispute/differences remaining unsolved, the same shall be referred to a sole Arbitrator to be appointed by the Department for this purpose. The decision of the Arbitrator shall be final and binding on both parties.
- 18.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.
- 19.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 if he fails to produce sufficient proof to the satisfaction of the department as to the payment of all statutory and other dues or compliance with other obligations.
- 20.The staff engaged by the Successful Bidder shall have no claim whatsoever on OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) and shall not raise any industrial dispute either directly or indirectly with or against OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL) in respect of their

service conditions as long as they are engaged at OFFICE OF THE PRINCIPAL COMMISSIONER OF CUSTOMS (GENERAL)'s premises for execution of the Contract.

21. If the bidder fails to carry out the work in conformity with the contract documents or if he suspends the work without proper authority or if he fails to execute the work to the proper satisfaction of the authority or commits breach of contract then, the Office of the Principal Commissioner of Customs (General) shall have the power to take possession of the materials and stock thereon and to rescind the contract, following which he shall not be entitled to any dues for the remaining period of the contract. In such case, the Office of the Principal Commissioner of Customs (General) shall have power to sell in such manner and for price as it may think fit all materials, pertaining to the bidder and to recover the said deficiency out of the proceeds of the sale.
22. Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiration of the duration of contract.
23. The price to be paid by the Office of the Principal Commissioner of Customs (General) to the bidder for the whole of the work to be done and the performance of all the obligations undertaken by the contract as per the terms of the contract shall be ascertained by the application of the respective price schedule and payment shall be made accordingly to the work actually executed and approved by the Office of the Principal Commissioner of Customs (General)
24. 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.
25. Office of the 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.

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 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 to this effect should be given to the 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.

11. SUBMISSION OF APPLICATION FOR CONTRACT:

- i. If an individual makes the application, it shall be signed by the proprietor above his full typed written name and current address.

- ii. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- iii. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- iv. If a limited company or a corporation makes the application, a duly authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.
- v. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- vi. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal. At no stage use of white ink/fluid or correction pen be used.
- vii. A senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.


04/04/19

(K.K.SHARMA)
ASSTT. COMMISSIONER OF CUSTOMS,
CHS SECTION, NCH, MUMBAI.

ANNEXURE 'II'

TECHNICAL BID FORM

**NAME OF THE CONTRACT: PEST Control services in the offices of
Customs Department under the jurisdiction
of Chief Commissioner of Customs, Mumbai
Zone -I**

1	Name of the Tender / Co.		
2	Address		
3	Telephone No. /Fax No. / Mobile No.		
4	Name of the Contract person		
5	Type of Co. / firm- Prop/partnership / Pvt. Ltd. / Ltd.		
**	Particulars required	Yes/No.	Details
6	EMD Details @ Rs. 20,000/-		DD No. Date.....
7	Whether having PAN/GIR No.		
8	Whether having VAT/Sales Tax/Service Tax / GST Registration		
9	Whether having ISO 9001- 2008 Certificate		
10	Whether having Shop and Establishment Registration Certificate		
11	Whether having Labour License.		
12	Whether having Membership of Pest Control association		
13	Whether having Agriculture License and License for stock and use of permissible Insecticide for commercial pest control operation.		
14	Whether having P.F. & ESIC Registration (attach payment challans for the last financial years)		
15	Whether any employee of the office of the Principal Commissioner of Customs (General) is on your board of directors or Share holder in your co. / firm.		
16	Have your any Director / partner / Prop. Been Convicted		
17	Whether Bank solvency certificate attached		

18	Has your Firm / Co. ever been black listed if yes, give the details.		
19	Any other information which Bidder may like to furnish (separate sheet may be enclosed if required.)		
20	Whether having 03 years of experience in such services to the government / Semi Government department / organizations.		
21	Whether turnover certificate from the Chartered Accountant enclosed		
Note i) Self attested copy of documentary proof for 7-12 must be furnished along with the tender application. ii) Any overwriting must be signed.			

Declaration

I / we hereby certify that 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 the 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

NAME OF THE CONTRACT: PEST Control services in the offices of Customs Department under the jurisdiction of Chief Commissioner of Customs, Mumbai Zone -I

1. Name of the Party
2. Address (with telephone no.)
3. Name & address of proprietors / partners or directors
4. Quotations for 12 months charges (inclusive of all taxes) in Rupees-

Rate quoted and agreed to shall remain firm for entire contract period including extension.

Declaration

I / we hereby certify that information furnished above is true and correct to the best of my /our knowledge. I / we understand that any deviation is found in above statement in any stage I / we shall be blacklisted and will not have any dealing with the department in future.

I hereby confirm that I am authorised to sign the Tender documents.

Date: _____

Sign: _____

Place: _____

Name: _____

Designation: _____

Co. name & Seal: _____