

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

E-Mail id: pr.cc-general@gov.in / Phone No. 022-22612407

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

09/06/2021

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.

The Office of the Principal Commissioner of Customs (G), Mumbai Customs, Zone-I invites online quotations through E-Procurement portal, www.eprocure.gov.in, in two bids-Technical and Financial bid- from eligible, reputed and experienced companies/firms/bidders for a comprehensive annual maintenance work for a period of one year to provide servicing, repairs and maintenance of Air-conditioners installed in various chambers/ Sections of this office located at Docks Area and MCD section at OSC Building, MbPT, P.D.Mello Road, Opp. GPO under the jurisdiction of Chief Commissioner of Customs, Mumbai Zone-I, Ballard Estate, Mumbai-400001. The complete tender documents are available in CBIC website; www.cbic.gov.in, www.mumbaicustomszone1.gov.in and also on www.eprocure.gov.in.

The e-tender is invited in two bids system, viz., technical/qualifying bid and financial bid. The details of work specifications, services required and other terms and 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

The enclosed e-tender should be submitted in the prescribed e-tender form only. All prospective bidders are invited to submit their bids under two bid system for the subject work, as detail below, in accordance with the tender documents enclosed:-

MODE OF TENDERING : e-tendering through our portal www.eprocure.gov.in

EARNEST MONEY DEPOSIT : Rs. 50,000/- (Rupees Fifty Thousand Only)

LAST DATE AND TIME FOR
SUBMISSION OF BID/TENDER : 11.07.2021 & 11 AM

DATE & TIME FOR OPENING
TECHNICAL/QUALIFYING BID : 12.07.2021 & 11 AM

DATE & TIME FOR OPENING
FINANCIAL BID : 14.07.2021 & 11 AM

Interested bidders may download the Notice Inviting e-Tender Form 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), official website of Mumbai Customs zone-1 (<http://www.mumbaicustomszone1.gov.in>) and on <https://eprocure.gov.in> from 15.06.2021. In the event of any of the above mentioned dates being subsequently declared as a holiday or closed day for this office, the tenders will be opened on the next working date at the scheduled time.

The e-tenders should be submitted online on the website <https://eprocure.gov.in> complete in all respects on or before 11.07.2021 in two separate files addressed to the Pr. Commissioner of Customs (General), New Custom House, Ballard Estate, Mumbai-400001. The technical/qualifying bids shall be opened by the e-tender evaluation committee on 12.07.2021. 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 shortlisted bidders shall be opened on 14.07.2021 by the e-tender evaluation committee.

Bidders shall submit the technical as well as 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 bidders should get clarify their doubts or queries regarding the specification/brand from the Superintendent of Customs, on any working day between 11 AM to 5 PM on or before 10.07.2021. The bidder should fulfill 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.

Vijay Janrao Manvatkar
Additional Commissioner

Pr Commissioner-Customs-General-Zone-I-Mumbai
ADC/JC-I-O/o

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

Janrao Manvatkar
Vijay

Additional Commissioner

Pr Commissioner-Customs-General-Zone-I-Mumbai
ADC/JC-I-O/o

ANNEXURE-I

TERMS & CONDITIONS

(To the Tender Notice F.No. S/43-21/2005 CHS Part V dated 09/06/2021)

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-400001 and offices located at Mumbai Docks Area and at MCD section, OSC Building, MbPT, P.D.Mello Road, Opp. GPO.

2. Description of works

- i. The bidder will have to provide services between 0800 Hrs. to 1800 Hrs. (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, cleaning and maintenance 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:-
 - a. Cleaning, checking and gas charging.
 - b. 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.
 - c. Overhauling at site or in service station as and when required.
 - d. Check cables, motors, starters for overhauling.
 - e. Check and clean air filters and replacement of the same if required.
 - f. Check motor shaft bearing and overhauling.
 - g. Check and clean drain pipes and their replacements.
 - h. Check setting and test operation of valve safety controls and operation services.
 - i. Clean cooling coils and condenser coils.
 - j. Check all wirings for loose contact and rectify.

vi. 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:

- i. 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.
- ii. The bidder should furnish copy of CA certified certificate & balance sheet along with the copy of IT returns for last three financial years.
- iii. The bidder should 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.
- iv. The bidder must have at least 3 years' experience in similar works i.e. Maintenance of Air-conditioners in Central Govt./State Govt./Semi Govt. organisations. Copy of work orders for three different years to be enclosed in this regard.
- v. The bidder should not have been disqualified or served memorandum by any Central Govt./State Govt./Semi Govt. organisations. If later on it is found that any AMC holder has been disqualified or served memorandum, he will be banned for next five years by the department. Self- declaration and NOC/ satisfactory report from at least three different organisations should be furnished in this regard.
- vi. The bidder must have the following documents:
 - a. Registration of Agency under the Shops & Establishment Act.
 - b. GST Registration Certificate.
 - c. PAN Card.
 - d. AADHAR Card.
 - e. Work orders of three different years in the Air-conditioners Maintenance field.
- vii. The bidder must be complying with all labour Acts/Rule/ Regulations, minimum wages and other relevant & applicable central and state Statues/ 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 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.

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 'Deputy 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. Terms and Conditions:-

- I. This 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.
- II. Full time experienced well qualified Technician shall be deployed by the successful bidder to provide service and maintenance of the Air-conditioners.
- III. The deputed manpower/technician must be on the company's payroll.
- IV. The deputed technician should have basic knowledge for operation, service and maintenance of Air-conditioners.
- V. Materials needed for the maintenance will be supplied by the bidder.
- VI. Bidder shall not allow the 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.
- VII. If any of the items is found missing, the bidder shall have to pay penalty against the equipment decided by the competent authority.
- VIII. Rs. 500/- per person per day shall be deducted as a penalty against the absence of any deployed duty Staff by bidder without proper intimation. In the absence of regular Technician suitable replacement should be provided by the bidder.
- IX. The person shall finish their work assigned to them timely, unreasonable delay is liable to be penalized.
- X. Bidder shall handle the equipment very carefully. Bidder shall be penalized for the damage caused due to carelessness in handling or deficiency in the service or man power provided by the bidder.
- XI. The technician deployed by the bidder should carry out regular checks of sockets, switches and electrical connection for loose contacts to avoid any untoward incidence i.e. short-circuits etc. and rectify immediately. Bidder will be held responsible for any lapse on their part.
- XII. Sub-contracting of AMC is not allowed.
- XIII. 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 NIT.
- XIV. The Office of the Pr. Commissioner of Customs (G) may at its own discretion extend the last date for the receipt of the bids.
- XV. Rate should be quoted in Indian Rupees. The Rate should be quoted both in words and figures and shall be firm during the contract period.
- XVI. This office does not bind itself to accept the lowest tender and reserve 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 is inadequate or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected.
- XVII. They will replace necessary part, 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 (Mumbai Zone-I).
- XVIII. Time and duration of service: The service provider will provide services at the New Custom House from 08.00 Hrs to 20.00 Hrs from Monday to Friday and at Docks sites of MBPT from 09.00 Hrs to 20.00 Hrs from Monday to Saturday and if exigencies of situation demand the services should be provided even after office hours and on holidays. It shall be obligatory on the part of the Firm/Bidder to depute sufficient number of qualified technician

(minimum 02) on all working days from 08.00 Hrs to 20.00 Hrs throughout the period of the contract.

- XIX. If the services under this contract are not rendered properly or satisfactorily and/or in a time bound manner, this may be decided by the Customs Authorities depending on the job to be done, the charges borne by the Customs Department for getting the services rendered by other means will be deductible or recoverable from the bidders to whom this contract is awarded.
- XX. In case the selected bidder wishes to discontinue the said AMC at any point of time, after acceptance, a notice to this effect should be given to this office at least three months in advance. The department however, at liberty to terminate the contract with immediate effect, without notice or compensation or any payment, in case of breach of any of the terms and conditions of the said contract or if the services are not found to be satisfactorily.
- XXI. If any damage is caused to the other equipment of this Department like Computers, Cables, Switches, Routers etc., which are not covered by this tender, during the course of contract period for AMC, then the cost of repairing or replacing those equipments will have to be borne by the bidder, failing which the department would deduct the same from the payment to be made to them.
- XXII. Prices quoted shall be inclusive of all taxes by any government, local authority etc., as applicable to Govt. department. No payment over and above the prices quoted shall be done by the Customs in respect of any such levies brought to the notice at a later date.
- XXIII. Charges for any major change in the scope of work should be separately quoted.
- XXIV. The Pr. Commissioner of Customs (G) 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 such 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.
- XXV. Successful bidder shall submit monthly reports to the DC/CHS certifying the satisfactory working condition of the equipment.
- XXVI. The Pr. Commissioner of Customs (G) reserves the right to accept or reject any or all tenders/ bids without assigning any reason.
- XXVII. 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 quarterly bill of that period.
- XXVIII. 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.
- XXIX. The bidder undertakes that he shall comply with all conditions laid down under all applicable statutes, licences 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.

XXX. Successful bidder shall be responsible for the comprehensive operation and maintenance including repairs/replacement and preventive maintenance, of the sites within the scope of work as outlined above of this proposal on the terms and conditions listed in this NIT.

7. Responsibilities of the bidder: -

- a. The bidder firm on award of the contract shall furnish names, addresses and photos along with ID proof and Address proof of its personnel deployed for contract work to the CHS section.
- b. The bidder firm will have to provide all the manpower and equipments needed for the contract work at their own cost.
- c. 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.
- d. The bidder firm will have to ensure the punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of the 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 Govt. 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, and other taxes as applicable 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/items 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, fire or any other mischievous deed by its staffs.
- l. The bidder shall be responsible for timely completion of work on day to day basis.

8. Performance Security Deposit: -

The successful bidder shall furnish security deposit (non-interest bearing) to the office of the Pr. Commissioner of Customs (General) within 30 days of issuance of the contract, which shall be 10% of the total amount of AMC and shall be in form of Bank Guarantee from a Schedule 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.
- The bank guarantee shall be refunded on satisfactory completion of the contract.

9. 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 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 and time under any circumstances.
- e. All relevant rules and regulations of the 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.

10. 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 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 CHS staff certifying the proper execution of the contract work.
- c. The payment of last quarter would, however, be made only on successfully handing over of the entire essential, to the next year's contractor. However, if any defects, shortcoming 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 the Pr. Commissioner of Customs (General) by ECS/NEFT. The bidder is supposed to submit a mandate form to this office. The bidder shall present his bill pre-receipted with proper revenue stamp.

11. Taxes and duties: -

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

12. 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 the contract, i.e. one year. Fresh agreement shall have to be drawn if both parties to the agreement agree to extend the period of contract beyond one year by mutual consent.

13.Termination:-

In case the successful bidder wishes to terminate the contract at any point of time, after acceptance, a notice of this effect shall be given to this department at least three months in advance. The department is however, at liberty to terminate the contract with immediate effect, without notice or compensation or any payment, in case of breach of any of the terms and conditions of the said contract or if the services are not found to be satisfactorily.

Janrao Manvatkar
Pr Commissioner-Customs-General-Zone-I-Mumbai

Vijay
Additional Commissioner
ADC/JC-I-O/o

ANNEXURE-II

TECHNICAL BID FORM

(To the Tender Notice F.No. S/43-21/2005 CHS Part(V) dated 09/06/2021)

Sr. No.	Name of documents	Yes/No	Page no.	Reason (if any)
1.	Name, Address & Contact No. of Bidder/Firm			
2.	CA certified certificate and balance sheet of last 3 financial years			
3.	Details of the turn over etc.			
4.	IT return details of last 3 financial years			
5.	Documents related to the 3 years' experience in maintaining Air-conditioners			
6.	GST registration certificate			
7.	Shop and establishment certificate			
8.	EMD details @ Rs.50,000/- or MSEs certificate			
9.	PAN card and AADHAR card			
10.	Self-declaration of not having been blacklisted			
11.	NOC/satisfactory report for not having been blacklisted from 3 different organisations			
12.	Any other information bidder may like to furnish.			

DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my 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 authorised 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) dated 09/06/2021)

Name & Address of Bidder:

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

DECLARATION

I/We hereby certify that the information furnished above is true and correct to the best of my 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 authorised to sign the tender documents.

Date:

Sign

Place:

Name

Designation

Co. Name & Seal

