

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

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F.No. S/43-95/2019-20 P(M)

Date: 10.03.2021

NOTICE INVITING E-TENDER

Sub- Calling for e-tender to award annual maintenance contract (AMC) for electrical work and uninterrupted power supply (UPS) at Appraising Hall 1st floor (Old Building) which includes EDI Conference Hall, Departments and AC/DC's cabin, Computer Centre (1st floor), 4 EDI Examination Centre at Docks & EDI Service Centre (2nd Floor), Annexe Building, New Custom House, Ballard Estate, Mumbai - reg.

The Office of the Principal Commissioner of Customs (G), Mumbai Customs, Zone-linvites online quotations through E-Procurement portal of www.eprocure.gov.in in two bids-Technical and Financial bid from reputed and experienced companies/firms/bidders for a comprehensive annual maintenance work for a period of one year for electrical work and uninterrupted power supply (UPS) at Appraising Hall 1st floor (Old Building) which includes EDI Conference Hall, Departments and AC/DC's cabin, Computer Centre (1st floor) 4 EDI Examination Centre at Docks & EDI Service Centre (2nd Floor), Annexe Building, New Custom House, Ballard Estate, Mumbai-400001. The complete tender documents are available in CBIC website; 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, 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

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 : 24.03.2021 & at 5 PM

DATE & TIME FOR OPENING

TECHNICAL/QUALIFYING BID : 25.03.2021 & 11 AM

DATE & TIME FOR OPENING

FINANCIAL BID : 26.03.2021 & 11 AM

Interested bidders may download the Notice Inviting e-Tender form 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 (https://eprocure.gov.in from 10.03.2021. 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 in complete in all respects on or before 24.03.2021 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 25.03.2021. 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 26.03.2021 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 clarify any doubt or queries regarding the specification/brand from the Superintendent of Customs, on any working day between 11 AM to 5 PM on or before 24.03.2021. The bidder should fulfil prequalification conditions of the e-tender and should sign each 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.

(Kuldeep S. Kumbhar)
Dy. 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) through telex section NCH, Mumbai.
- iv. Mumbai Customs Zone-I website (http://www.mumbaicustomszone1.gov.in)

ANNEXURE-I

TERMS & CONDITIONS

(To the Tender Notice F.No. S/43-95/2019-20 P(M) dated 10.03.2021)

1. The scope of work:

Annual maintenance including repairs and servicing at regular intervals of electrical work and Uninterrupted Power Supply (UPS) at Appraising Hall, 1st floor (Old Building) which includes EDI (Conference Hall, Departments) and DC/AC's Cabin, Computer Centre (1st floor), 4 EDI Examination Centres at Docks & EDI Service centre (2nd floor), Annexe Building, NCH.

The items of work for maintenance are as follows:-

S No.	Location	Electrical Panel	Tube Fittings	UPS
1.	Appraising Hall, 1 st floor (Old Building)	1 (Main Panel) 2 (for AC Plant)	147	-
2.	EDI Computer Centre (1st floor), Annexe Building	1	63	(i)2 nos. 15 KVA (360volts) (ii) 2 nos. 5 KVA with Servo Stabiliser
3.	EDI Service centre (2 nd floor), Annexe Building	1	111	-
4.	EDI Examination Centre (UBC, MbPT Docks)	1	9	-
5.	EDI Examination Centre (Frere basin, MbPT Docks)	1	25	-
6.	EDI Examination Centre (MOD, MbPT Docks)	1	30	-
7.	EDI Examination Centre (STP, MbPT Docks)	1	70	-

The scope of this tender for all electrical works /UPS includes positioning of qualified and trained technical skilled persons at above sites to provide services as per the terms and conditions mentioned below:

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 services and maintenance of electrical works and Uninterrupted Power Supply.
- **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. General maintenance of all electrical installations and Uninterrupted Power Supply (UPS) in the New Custom House and at 4 Customs EDI Examination Centre in Mumbai Port Trust Docks area as mentioned above at Sr. No. 1.
- v. Daily UPS checking (battery Voltage Check-up, input/output supply test) in Computer Centre UPS Room.
- vi. The bidder shall render all assistance to Departmental Electrician of CPWD and coordinate with them and BEST in case of breakdown in electricity power supply and immediately rectify the technical problems.

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 three financial years.
- 3. 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.
- 4. The bidder must have at least 3 years' experience in similar works i.e. Maintenance of Electrical Works in Central Govt./ State Govt./ Semi Govt. organisations. 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 electric work, 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 Govt. organisation.
- 7. 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.
- 8. The bidder should have quality management certificate ISO 9001:2015 in support of providing the qualitative eservices.
- 9. The bidder must have the following documents:
 - a. Registration of Agency under the Shops & Establishment Act.
 - b. Electrical Contract License Registration under PWD/ CPWD/ Govt. Organisation.
 - c. GST Registration Certificate.
 - d. PAN Card.
 - e. AADHAR Card.
- 10. 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.
- 11. Full time experienced, well qualified electricians shall be deployed to provide service during day time, one at NCH and one in Docks area. The electricians deployed by the bidder should possess Govt. Electrical License to carry out electrical maintenance work.
- 12. The persons deployed for electrical maintenance work should be preferably qualified as a Diploma in Electrical from a recognised institution and having three years' experience in electrical field in Central Govt./ State Govt./ Govt. Undertaking offices etc. will be preferred.

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:-

- 1. All electrical works includes cables, MCCP and replacement of consumables like tube lights, CFL/PL, Fluorescent tubes, switches, fuses, wires, indicating lamps of electrical panels etc.
- Full time experienced well qualified Electrician shall be deployed to provide service during day time, one at NCH and one in Docks area. The electricians deployed by the bidder should possess Govt. Electrical License to carry out electrical maintenance work.
- 3. The deputed manpower/ electrician must be on the company's payroll.
- 4. The persons deployed for electrical maintenance work should be preferably qualified as a Diploma in Electrical from a recognised institution and having three years' experience in electrical field in Central Govt./ State Govt./ Govt. Undertaking offices etc. will be preferred.
- 5. The deputed technician should have basic hardware knowledge for operation and maintenance of UPS, switch gears in LT panel, power consumption and distribution etc.
- 6. Materials needed for the maintenance will be supplied by the bidder.
- 7. 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.
- 8. If any of the items is found missing, the bidder shall have to pay penalty against the equipment decided by the competent authority.
- 9. 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 Electrician suitable replacement should be provided by the bidder.
- 10. The person shall finish their work assigned to them timely, unreasonable delay is liable to be penalized.
- 11. 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.
- 12. The electrician deployed by the bidder should carry out regular checks of electrical panel, electrical fitting, chocks, 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.
- 13. Sub-contracting of AMC is not allowed.
- 14. 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 are inadequate or incomplete in any respect or the prescribed conditions are not fulfilled are liable to be rejected.
- 15. 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 condition hereinafter mentioned.
- 16. 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).
- 17. 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.
- 18. Time and duration of service: The service provider will provide services at the computer centre and Service Centre, New Custom House from 0800 Hrs to 20.00 Hrs from Monday to Friday and at four Customs EDI 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.
- 19. If the services under this contract are not rendered properly or satisfactorily and/or in a time bound manner is 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.

- 20. 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 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.
- 21. If any damage is caused to the other equipment of this Department like servers, Routers, Hubs etc., which are not covered by this tender, during the course of contract period for AMC towards electrical/UPS maintenance, 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.
- 22. 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.
- 23. Charges for any major change in the scope of work should be separately quoted.
- 24. 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.
- 25. Successful bidder shall submit monthly reports to the DC/CHS certifying the satisfactory working condition of the equipment.
- 26. The Pr. Commissioner of Customs (G) reserves the right to accept or reject any or all tenders/ bids without assigning any reason.

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 ensure the punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of the 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 Govt. 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, 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.
- 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 such equipment/items or property of department is found mission 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.

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 inform 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 prescheduled 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 content "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.

(Kuldeep S. Kumbhar)
Dy. Commissioner of Customs
CHS, NCH, Mumbai

ANNEXURE-II

TECHNICAL BID FORM

(To the Tender Notice F.No. S/43-95/2019-20 P(M) dated 10.03.2021)

Sr. No.	Name of documents	Yes/No	Page no.	Reason (if any)
1.	Documents related to the 3 years' experience in maintaining electrical work			
2.	CA certified certificate and balance sheet of last 3 financial years			
3.	Details of the turn over etc.			
4.	Work orders at least 3 contracts in electrical work			
5.	Shop and establishment certificate			
6.	GST registration certificate			
7.	Electrical contract licence certificate for registration under PWD/CPWD/Govt. organisation			
8.	Quality management certificate ISO-9001:2015			
9.	Self-declaration of not having been blacklisted			
10.	PAN card and AADHAR card			
11.	IT return details of last 3 financial years			
12	NOC/satisfactory report for not having been blacklisted from 3 different organisations			

The bidder should submit all the documents in support of eligibility criteria of technical bid and a copy of the turn-over of their companies in respect of last 3 financial years duly certified by Chartered Accountant to be enclosed with Performa of annexure (technical bid form). The bidder shall have to provide electrician's details along with the technical bid.

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/43-95/2019-20 P(M) dated 10.03.2021)

Sr.	Location/	Scope of Work	Price	Total Rs. For	Tax	Total Price
No.	Description		Quoted for	Two		per day
			per person	technicians		(inclusive of
			per day	(per day)		Tax)
1.	As mentioned in	As mentioned				
	description of	in Scope of				
	work in	work in				
	Annexure-I	Annexure-I				

	Annexure-I	Annexure-I				
(Total per day maintenance for above scope of work at said sites /locations						in Rs.
		DEC	CLARATION			
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	n that I am authori	sed to sign the	tender documer	nts.	
	Date:		Sig	n		
	Place:		Nar	me		
			Des	signation		

Co. Name & Seal