

Bid Document/ बिड दस्तावेज़

Bid Details/बिड विवरण	
Bid End Date/Time/बिड बंद होने की तारीख/समय	29-04-2025 14:00:00
Bid Opening Date/Time/बिड खुलने की तारीख/समय	29-04-2025 14:30:00
Bid Offer Validity (From End Date)/बिड पेशकश वैधता (बंद होने की तारीख से)	30 (Days)
Ministry/State Name/मंत्रालय/राज्य का नाम	Ministry Of Finance
Department Name/विभाग का नाम	Department Of Revenue
Organisation Name/संगठन का नाम	Central Board Of Excise And Customs (cbec)
Office Name/कार्यालय का नाम	New Custom House, Mumbai Customs Zone-1
क्रेता ईमेल/Buyer Email	sanjurm.c099101@gov.in
Item Category/मद केटेगरी	Custom Bid for Services - AMC for Maintenance and Updation of the official website- As per tender notice
Similar Category/समान श्रेणी	<ul style="list-style-type: none"> Customized AMC/CMC for Pre-owned Products
Contract Period/अनुबंध अवधि	1 Year(s)
Minimum Average Annual Turnover of the bidder (For 3 Years)/बिडर का न्यूनतम औसत वार्षिक टर्नओवर (3 वर्षों का)	25 Lakh (s)
Years of Past Experience Required for same/similar service/उन्हीं/समान सेवाओं के लिए अपेक्षित विगत अनुभव के वर्ष	5 Year (s)
Past Experience of Similar Services required/इसी तरह की सेवाओं का पिछला आवश्यक अनुभव है	Yes
MSE Exemption for Years Of Experience/अनुभव के वर्षों से एमएसई छूट/ and Turnover/टर्नओवर के लिए एमएसई को छूट प्राप्त है	Yes
Startup Exemption for Years Of Experience/अनुभव के वर्षों से स्टार्टअप छूट/ and Turnover/ टर्नओवर के लिए स्टार्टअप को छूट प्राप्त है	Yes

Bid Details/बिड विवरण	
Document required from seller/विक्रेता से मांगे गए दस्तावेज़	Experience Criteria,Bidder Turnover,Certificate (Requested in ATC),Additional Doc 1 (Requested in ATC),Additional Doc 2 (Requested in ATC) *In case any bidder is seeking exemption from Experience / Turnover Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer
Do you want to show documents uploaded by bidders to all bidders participated in bid?/	Yes
Bid to RA enabled/बिड से रिवर्स नीलामी सक्रिय किया	No
Type of Bid/बिड का प्रकार	Two Packet Bid
Time allowed for Technical Clarifications during technical evaluation/तकनीकी मूल्यांकन के दौरान तकनीकी स्पष्टीकरण हेतु अनुमत समय	2 Days
Estimated Bid Value/अनुमानित बिड मूल्य	625000
Evaluation Method/मूल्यांकन पद्धति	Total value wise evaluation
Arbitration Clause	No
Mediation Clause	No

EMD Detail/ईएमडी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
EMD Amount/ईएमडी राशि	17700

ePBG Detail/ईपीबीजी विवरण

Advisory Bank/एडवाइजरी बैंक	State Bank of India
ePBG Percentage(%) /ईपीबीजी प्रतिशत (%)	5.00
Duration of ePBG required (Months)/ईपीबीजी की अपेक्षित अवधि (महीने).	12

(a). EMD EXEMPTION: The bidder seeking EMD exemption, must submit the valid supporting document for the relevant category as per GeM GTC with the bid. Under MSE category, only manufacturers for goods and Service Providers for Services are eligible for exemption from EMD. Traders are excluded from the purview of this Policy./जेम की शर्तों के अनुसार ईएमडी छूट के इच्छुक बिडर को संबंधित कैटेगरी के लिए बिड के साथ वैध समर्थित दस्तावेज़ प्रस्तुत करने है। एमएसई कैटेगरी के अंतर्गत केवल वस्तुओं के लिए विनिर्माता तथा सेवाओं के लिए सेवा प्रदाता ईएमडी से छूट के पात्र हैं। व्यापारियों को इस नीति के दायरे से बाहर रखा गया है।

(b). EMD & Performance security should be in favour of Beneficiary, wherever it is applicable./ईएमडी और संपादन जमानत राशि, जहां यह लागू होती है, लाभार्थी के पक्ष में होनी चाहिए।

Beneficiary/लभार्थी :

Commissioner of Customs

New Custom House, Mumbai Customs Zone-1, Department of Revenue, Central Board of Excise and Customs (CBEC), Ministry of Finance

(President Of India Acting Through The Commissioner Of Customs Export Nch Mumbai Zone-1)

MII Compliance/एमआईआई अनुपालन

MII Compliance/एमआईआई अनुपालन	Yes
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MSE Purchase Preference/एमएसई खरीद वरीयता

MSE Purchase Preference/एमएसई खरीद वरीयता	Yes
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1. If the bidder is a Micro or Small Enterprise as per latest definitions under MSME rules, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
2. If the bidder is a Startup, the bidder shall be exempted from the requirement of "Bidder Turnover" criteria and "Experience Criteria" subject to their meeting of quality and technical specifications. If the bidder is OEM of the offered products, it would be exempted from the "OEM Average Turnover" criteria also subject to meeting of quality and technical specifications. In case any bidder is seeking exemption from Turnover / Experience Criteria, the supporting documents to prove his eligibility for exemption must be uploaded for evaluation by the buyer.
3. The minimum average annual financial turnover of the bidder during the last three years, ending on 31st March of the previous financial year, should be as indicated above in the bid document. Documentary evidence in the form of certified Audited Balance Sheets of relevant periods or a certificate from the Chartered Accountant / Cost Accountant indicating the turnover details for the relevant period shall be uploaded with the bid. In case the date of constitution / incorporation of the bidder is less than 3-year-old, the average turnover in respect of the completed financial years after the date of constitution shall be taken into account for this criteria.
4. Years of Past Experience required: The bidder must have experience for number of years as indicated above in bid document (ending month of March prior to the bid opening) of providing similar type of services to any Central / State Govt Organization / PSU. Copies of relevant contracts / orders to be uploaded along with bid in support of having provided services during each of the Financial year.
5. Purchase preference to Micro and Small Enterprises (MSEs): Purchase preference will be given to MSEs as defined in Public Procurement Policy for Micro and Small Enterprises (MSEs) Order, 2012 dated 23.03.2012 issued by Ministry of Micro, Small and Medium Enterprises and its subsequent Orders/Notifications issued by concerned Ministry. If the bidder wants to avail the Purchase preference for services, the bidder must be the Service provider of the offered Service. Relevant documentary evidence in this regard shall be uploaded along with the bid in respect of the offered service. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price. The buyers are advised to refer to the [OM No.1 4 2021 PPD dated 18.05.2023](#) for compliance of Concurrent application of Public Procurement Policy for Micro and Small Enterprises Order, 2012 and Public Procurement (Preference to Make in India) Order, 2017. Benefits of MSE will be allowed only if the credentials of the service provider are validated on-line in GeM profile as well as validated and approved by the Buyer after evaluation of submitted documents.
6. If L-1 is not an MSE and MSE Service Provider (s) has/have quoted price within L-1+ 15% of margin of purchase preference /price band as defined in the relevant policy, then 100% order quantity will be awarded to such MSE bidder subject to acceptance of L1 bid price.
7. Estimated Bid Value indicated above is being declared solely for the purpose of guidance on EMD amount and for determining the Eligibility Criteria related to Turn Over, Past Performance and Project / Past Experience etc. This has no relevance or bearing on the price to be quoted by the bidders and is also not going to have any impact on bid participation. Also this is not going to be used as a criteria in determining reasonableness of quoted prices which would be determined by the buyer based on its own assessment of reasonableness and based on competitive prices received in Bid / RA process.
8. Past Experience of Similar Services: The bidder must have successfully executed/completed similar Services over the last three years i.e. the current financial year and the last three financial years(ending month of March

prior to the bid opening): -

1. Three similar completed services costing not less than the amount equal to 40% (forty percent) of the estimated cost; or
2. Two similar completed services costing not less than the amount equal to 50% (fifty percent) of the estimated cost; or
3. One similar completed service costing not less than the amount equal to 80% (eighty percent) of the estimated cost.

Additional Qualification/Data Required/अतिरिक्त योग्यता /आवश्यक डेटा

Introduction about the project /services being proposed for procurement using custom bid functionality:[1744096427.pdf](#)

Instruction To Bidder:[1744096430.pdf](#)

Pre Qualification Criteria (PQC) etc if any required:[1744096433.pdf](#)

Scope of Work:[1744096437.pdf](#)

Payment Terms:[1744096441.pdf](#)

Penalties:[1744096444.pdf](#)

Quantifiable Specification / Standards of The Service/ BOQ:[1744096448.pdf](#)

Project Experience and Qualifying Criteria Requirement:[1744096452.pdf](#)

Educational Qualification including Profile of SME/Consultants /Professional Resources /Technical Resources if they are part of Project .:[1744096454.pdf](#)

GEM Availability Report (GAR):[1744096457.pdf](#)

Buyer's Competent Authority Approval:[1744096459.pdf](#)

Any other Documents As per Specific Requirement of Buyer -1:[1744096462.pdf](#)

Any other Documents As per Specific Requirement of Buyer -2:[1744096465.pdf](#)

Undertaking of Competent Authority is mandatory to create Custom Bid for Services. Please download standard format document and upload:[1744096469.pdf](#)

Custom Bid For Services - AMC For Maintenance And Updation Of The Official Website- As Per Tender Notice (1)

Technical Specifications/तकनीकी विशिष्टियाँ

Specification	Values
Core	
Description /Nomenclature of Service Proposed for procurement using custom bid functionality	AMC for Maintenance and Updation of the official website- As per tender notice
Regulatory/ Statutory Compliance of Service	YES
Compliance of Service to SOW, STC, SLA etc	YES
Addon(s)/एडऑन	

Additional Specification Documents/अतिरिक्त विशिष्टि दस्तावेज़

Consignees/Reporting Officer/परेषिती/रिपोर्टिंग अधिकारी

S.No./क्र. सं.	Consignee Reporting/Officer/ परेषिती/रिपोर्टिंग अधिकारी	Address/पता	The quantity of procurement "1" indicates Project based or Lumpsum based hiring.	Additional Requirement/अतिरिक्त आवश्यकता
1	Sanju Ramchand Mankani	400001, New Custom House, Ballard Estate, Fort	1	N/A

Buyer Added Bid Specific Terms and Conditions/क्रेता द्वारा जोड़ी गई बिड की विशेष शर्तें**1. Generic**

OPTION CLAUSE: The buyer can increase or decrease the contract quantity or contract duration up to 25 percent at the time of issue of the contract. However, once the contract is issued, contract quantity or contract duration can only be increased up to 25 percent. Bidders are bound to accept the revised quantity or duration

2. Buyer Added Bid Specific Scope Of Work(SOW)

File Attachment [Click here to view the file.](#)

3. Forms of EMD and PBG

Bidders can also submit the EMD with Account Payee Demand Draft in favour of

President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I
payable at
17700

Bidder has to upload scanned copy / proof of the DD along with bid and has to ensure delivery of hardcopy to the Buyer within 5 days of Bid End date / Bid Opening date.

Disclaimer/अस्वीकरण

The additional terms and conditions have been incorporated by the Buyer after approval of the Competent Authority in Buyer Organization, whereby Buyer organization is solely responsible for the impact of these clauses on the bidding process, its outcome, and consequences thereof including any eccentricity / restriction arising in the bidding process due to these ATCs and due to modification of technical specifications and / or terms and conditions governing the bid. If any clause(s) is / are incorporated by the Buyer regarding following, the bid and resultant contracts shall be treated as null and void and such bids may be cancelled by GeM at any stage of bidding process without any notice:-

1. Definition of Class I and Class II suppliers in the bid not in line with the extant Order / Office Memorandum issued by DPIIT in this regard.
2. Seeking EMD submission from bidder(s), including via Additional Terms & Conditions, in contravention to exemption provided to such sellers under GeM GTC.
3. Publishing Custom / BOQ bids for items for which regular GeM categories are available without any Category item bunched with it.
4. Creating BoQ bid for single item.
5. Mentioning specific Brand or Make or Model or Manufacturer or Dealer name.

6. Mandating submission of documents in physical form as a pre-requisite to qualify bidders.
7. Floating / creation of work contracts as Custom Bids in Services.
8. Seeking sample with bid or approval of samples during bid evaluation process. (However, in bids for [attached categories](#), trials are allowed as per approved procurement policy of the buyer nodal Ministries)
9. Mandating foreign / international certifications even in case of existence of Indian Standards without specifying equivalent Indian Certification / standards.
10. Seeking experience from specific organization / department / institute only or from foreign / export experience.
11. Creating bid for items from irrelevant categories.
12. Incorporating any clause against the MSME policy and Preference to Make in India Policy.
13. Reference of conditions published on any external site or reference to external documents/clauses.
14. Asking for any Tender fee / Bid Participation fee / Auction fee in case of Bids / Forward Auction, as the case may be.
15. Any ATC clause in contravention with GeM GTC Clause 4 (xiii)(h) will be invalid. In case of multiple L1 bidders against a service bid, the buyer shall place the Contract by selection of a bidder amongst the L-1 bidders through a Random Algorithm executed by GeM system.

Further, if any seller has any objection/grievance against these additional clauses or otherwise on any aspect of this bid, they can raise their representation against the same by using the Representation window provided in the bid details field in Seller dashboard after logging in as a seller within 4 days of bid publication on GeM. Buyer is duty bound to reply to all such representations and would not be allowed to open bids if he fails to reply to such representations.

All GeM Sellers / Service Providers are mandated to ensure compliance with all the applicable laws / acts / rules including but not limited to all Labour Laws such as The Minimum Wages Act, 1948, The Payment of Wages Act, 1936, The Payment of Bonus Act, 1965, The Equal Remuneration Act, 1976, The Payment of Gratuity Act, 1972 etc. Any non-compliance will be treated as breach of contract and Buyer may take suitable actions as per GeM Contract.

This Bid is governed by the [General Terms and Conditions/सामान्य नियम और शर्तें](#), conditions stipulated in Bid and [Service Level Agreement](#) specific to this Service as provided in the Marketplace. However in case if any condition specified in General Terms and Conditions/सामान्य नियम और शर्तें is contradicted by the conditions stipulated in Service Level Agreement, then it will over ride the conditions in the General Terms and Conditions.

In terms of GeM GTC clause 26 regarding Restrictions on procurement from a bidder of a country which shares a land border with India, any bidder from a country which shares a land border with India will be eligible to bid in this tender only if the bidder is registered with the Competent Authority. While participating in bid, Bidder has to undertake compliance of this and any false declaration and non-compliance of this would be a ground for immediate termination of the contract and further legal action in accordance with the laws./जेम की सामान्य शर्तों के खंड 26 के संदर्भ में भारत के साथ भूमि सीमा साझा करने वाले देश के बिडर से खरीद पर प्रतिबंध के संबंध में भारत के साथ भूमि सीमा साझा करने वाले देश का कोई भी बिडर इस निविदा में बिड देने के लिए तभी पात्र होगा जब वह बिड देने वाला सक्षम प्राधिकारी के पास पंजीकृत हो। बिड में भाग लेते समय बिडर को इसका अनुपालन करना होगा और कोई भी गलत घोषणा किए जाने व इसका अनुपालन न करने पर अनुबंध को तत्काल समाप्त करने और कानून के अनुसार आगे की कानूनी कार्यवाई का आधार होगा।

---Thank You/धन्यवाद---



OFFICE OF THE COMMISSIONER OF CUSTOMS (EXPORT)
EDI SECTION, 4th FLOOR, NEW BUILDING NEW CUSTOM HOUSE, BAPU
JAMADAR CHOWK BALLARD ESTATE, MUMBAI-400001

Date: 04.04.2025

**AMC FOR MAINTENANCE AND UPDATION OF THE OFFICIAL WEBSITE
(ENGLISH AND HINDI) OF NEW CUSTOM HOUSE, MUMBAI ZONE I**
<https://www.mumbaicustomszone1.gov.in>

The Commissioner of Customs, Export, Mumbai Customs Zone-I, hereinafter referred as "DEPARTMENT" invites e-tender from interested bidders for the AMC for Maintenance and Updation of the official website (English and Hindi) of New Customs House, Mumbai, i.e. <https://www.mumbaicustomszone1.gov.in>, for a period of one year from the date of issuance of work order for the said work. The complete tender documents will be available on www.gem.gov.in and www.mumbaicustomszone1.gov.in.

2. Interested agencies may send quotations under TWO BIDS SYSTEM i.e. Technical Bid and Financial Bid along with Earnest Money Deposit of Rs. 17,700/- (Rs. Seventeen Thousand Seven Hundred Only) in the form of Bank Draft from any nationalized bank in favor of the "President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)" payable at "Mumbai" as per schedule given in CRITICAL DATE SHEET and in accordance with documents enclosed below.

CRITICAL DATE SHEET

Sr. No.	Description of activities	Date & Time
1	Date of Publishing of E-tender	As per GeM portal
2	Start date for Submission of bid	
3	End date for Submission of bid	
4	Date of opening technical bids	
5	Date of opening financial bids	

3. Details of documents enclosed

Sr. No.	Annexure	Title of Document
1	Annexure-A	Application Form
2	Annexure-B	Scope and Technical specifications of the work
3	Annexure-C	Prequalification Conditions
4	Annexure-D	Detailed Terms and Conditions
5	Annexure-E	Format for Technical Bid
6	Annexure-F	General Instructions
7	Annexure-G	Format for Financial Bid

4. EMD amount through Demand Draft of any nationalized bank with respective details as mentioned above are to be deposited physically in original at EDI Section, 4th Floor, New Building, New Custom House, Ballard Estate, Mumbai 400 001 and a scanned copy of the EMD is to be uploaded with Tender. Exemption applicable for EMD are as per GoI Rules. The Bidder has to submit the EMD through Demand Draft in EDI Section, New Custom House within the prescribed time limit i.e. the last date of submission of the bid. Bids received without EMD will be rejected.
5. The details of eligibility criteria, specification, scope of work, terms and conditions, agreement details, payment schedules etc. are enclosed as annexure to this Tender Notice which are available on our website: www.mumbaicustomszone1.gov.in, and on Gem portal (www.gem.gov.in). Any change / modification in tender enquiry will be intimated through above websites only. Bidders are, therefore, requested to visit above mentioned websites regularly to keep themselves updated.
6. The Commissioner of Customs, Export, Mumbai Customs Zone - I, New Custom House, Ballard Estate, Mumbai reserves the right to reject any or all of the bids without assigning any reasons.

(G. L Narasimham)
Dy. Commissioner of Customs, EDI,
NCH, Mumbai Customs Zone-I

Encl: As above.

Copy to: -

1. Notice Board, Office of The Commissioner of Customs, Export, Mumbai Customs Zone-I, New Customs House, Ballard Estate, Mumbai.
2. DC/EDI Mumbai Customs Zone-I for uploading on website www.mumbaicustomszone1.gov.in

ANNEXURE -A
APPLICATION FORM

Date:

From: _____

To,

The Commissioner of Customs (Export),
Mumbai Customs Zone-I, NCH,
Ballard Estate, Mumbai-400001.

Sub: AMC for Maintenance and Updation of Official Website (English and Hindi) of New Customs house, Mumbai (<https://www.mumbaicustomszone1.gov.in>)

Ref: 1. Your Tender Notice No. _____ Dated: _____
2. EMD DD No. _____ Dated: _____ for Rs.17700/-

I/We have read the contents of the terms and conditions mentioned in your tender schedule and its enclosure and agree to abide by the same.

I/We have also examined the Mumbai Customs Zone - I website and my/our offer is to provide the required service in accordance with the requisite Scope of Work and Guidelines for Indian Government Websites.

I/We quote the rate inclusive of all taxes, levies etc. in complete.

Yours faithfully,
(Signature and stamp of the tenderer,
State legal status, whether Prop.,
Partner, Registered firm, Company etc.)

ANNEXURE-B

SCOPE AND TECHNICAL SPECIFICATIONS OF WORK

1. The AMC for Maintenance and regular updation of the all associated activities linked with the work related to English/Hindi contents of the website of the New Customs House, Ballard Estate, Mumbai, which include the following works:
2. The maintenance & updation of existing website of the Mumbai Customs Zone I, New Custom House, Ballard Estate, Mumbai (<https://www.mumbaicustomszone1.gov.in>) and hosting and maintenance of its various modules such as:
 - a) Custom Aawas Module.
 - b) Samarth Sevak Module.
 - c) Sadaiva Saathi Module.
 - d) NCH EPCG and DEEC Licenses Module.and various other modules as informed in due course of time which need to be hosted on private servers of the vendor and maintained as per Guidelines for Indian Government Website hereinafter referred to as GIGW by the vendor. The guidelines are available at <https://guidelines.india.gov.in/>
3. Design, aesthetics, color combination, background and screens according to the logo and screens, structure and layouts to be in accordance with GIGW guidelines and consultation with this office. The website should have User Responsive page design compatible to multiple devices like computers, tablets, mobiles and any other etc.
4. The vendor shall be responsible for major updation such as adding a new webpage, adding a new link, re-designing on existing pages, public notices, tenders, facility notices, meeting notices/Minutes etc. and same should be done with the prior approval of Departmental Officers.
5. The development approach should conform to the best practices in the website maintenance industry. The website should be maintained with the latest technology, using up-to-date and well established maintenance tools and software.
6. Protection against defacement, hacking. Design should incorporate security features to protect the site from session hijacking, SQL injection, Cross scripting, Denial of Service etc.
7. Maintenance of static pages of information.
8. Checking for dead links (Monthly).
9. Archival of information (as per instruction from the department /GIGW).
10. Updation of data elements on existing pages.
11. Updation of Sitemap (Monthly).

12. Updation of navigation schemes.
13. Re-designing of Home Page (as and when Required by Dept. or GIGW).
14. The option must be available to switch the default language of landing page at any time with the EDI Section.
15. Content research and management.
16. Website visitor experience and feedback Option.
17. Complaint/suggestion box.
18. Rating of ease of doing business with Mumbai Customs Zone-I.
19. Organizational chart along with the works assigned to each section/branch in New Custom House.
20. Uploading of the English/Hindi Contents on the website.
21. Applications of following:
 - a. System Admin Module
 - b. Security logging module
 - c. Website feedback and guest book
 - d. Archive of visitor's interaction
 - e. Static site authentication module
 - f. Reporting and reviews
22. A user friendly Control panel shall be provided for the use of EDI staff so that in case of extreme emergency they can also upload the data. Also provide necessary training to the EDI Staff for updation of data on regular intervals.
23. To make the website compatible for mobile phones and tablets viewing and to maintain and keep updated the mobile and tablet versions of the website for a period of one year.
24. Any other related work, if required. (During the contract period, if scope of work is diversified then the VENDOR shall have to provide the engineer with requisite caliber to the department and no additional amount will be paid).
25. Whenever any dynamic content is required to be updated, the same may be done only after Security Audit Clearance by CERT-IN empaneled Auditor. If static information is required to be updated, then there is no need of Security Audit.
26. The updating will be done from the premises of the AMC holder or from other location convenient to the Department. The AMC holder will be responsible for any loss or damage caused to any of the website pages owing to the negligence on their part.

27. Vendor shall ensure mandatory security protocols are in place so that any security threats such as phishing/malware/malicious attacks etc. are eliminated. The vendor will be responsible for any kind of losses to the department resulting due to negligence or lapses in the security protocol of the website on part of the vendor.

28. Website is to be upgraded regularly to avoid any aesthetic irregularities and the UI of the website is neat and organized.

29. Measures to keep the Data backup of the website content should be ensured to avoid any loss of content.

30. In case of change of Server, it is understood that the transfer of data should be done by the vendor.

31. For carrying the Security Audit of website, the vendor should create a temporary environment to carry out the Security Audit.

32. Penalty Clause:

- a. In case of any major breakdown in the website, the vendor shall have to rectify the problems within 24 hours. If the vendor shall not rectify the problem, the deduction will be made from any bill as mentioned in below table:

Time Schedule	Rate of Penalty
From 24-36 hours	5% of quarterly bill
From 36-48 hours	10% of quarterly bill
From 48-60 hours	15% of quarterly bill
From 60-72 hours	20% of quarterly bill

- i. If the breakdown in website lasts for more than 72 hours, the department reserves the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- ii. In case of any lapse in the safety and security of website and data available on the website, a penalty of full quarterly bill will be imposed on the vendor, also the department reserves the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- b. In case of unsatisfactory performance, the department may levy a penalty at following rate from any bill:

Description	Penalty (in Rs.)
1st lapse/default	500/-
2nd lapse/default	1500/-
3rd lapse/default	3000/-
More than 3rd lapse/default	As decided by the department

- c. The department will have the right to withhold payment of the contract at any time if the service of the agency is not found satisfactory. The decision of the department in this regard will be final and binding.
- d. In case of uploading of data provided by the department, if data is provided between 9:30 A.M. to 7 P.M. it shall be done within 2 hours, if data is provided after 7 P.M. then it should be uploaded before 09:30 A.M. of the next day, failing which in both the cases a penalty at

the rate of Rs. 100 per hour of delay will be imposed on the vendor. Notwithstanding the above, if it is informed by the department that data is required to be uploaded urgently then it should be done within 30 minutes of data provided by the department failing which a penalty at the rate of Rs. 500 per 30 minutes of delay will be imposed on the vendor.

- e. In case of monthly works required to be performed by the vendor as per the "Scope and Technical Specifications of the work" is not completed by the 1st working day of the month then a penalty at the rate of Rs. 500 will be imposed for every subsequent 24 hours' delay in completion of the work.
- f. Any other work assigned to the vendor as described in this contract shall be completed within 24 hours of the intimation by the department, in any case work required to be performed is of complex nature there should not be a delay of more than 72 hours, although it will be the discretion of the department to decide whether the work required to be done is of complex nature or not.
- g. The vendor or his/her representative if called upon should present themselves in front of the departmental officers at short notice, failing which a fine as decided by the appropriate authority will be imposed.
- h. The design and other formats of the website approved by the department shall not be changed/modified without prior permission failing which a penalty as decided by the department shall be levied for each such lapse.
- i. Any deviation from the terms and conditions as mentioned above shall also attract appropriate penalty as decided by the department.
- j. In case of breach of contract or violation of any terms of contract such that false disclosure of information during tender process, submission of forged documents during tender process, repeated lapse in performance of the work mentioned under the "scope and technical specification" etc., security deposit shall be forfeited and will be debarred from participation of future tenders.

33. The tenure of contract is one year from the date of the work order is handed over to the service provider for revamping, maintenance and updation of Mumbai Customs Zone I, New Custom House's website. The tenure may be extended for such period as may be mutually agreed by both the signatories to the contract on same terms & conditions.

34. In case of any dispute, the decision of the Commissioner of Customs, Export, Mumbai Customs Zone-I shall be final & binding on both, the purchaser & the vendor.

S/D
(G.L. Narasimham)
Deputy Commissioner of Customs,
EDI, Mumbai Customs Zone-I

ANNEXURE-C
PREQUALIFICATION CONDITIONS

1. The bidder shall have minimum 3 years of experience, of at least 2 portals in website creation/development, maintenance & other related matters as given below (documents related to work experience along with work completion certificate is required): and overall experience of 05 years in the field.
 - a. Development of portals of similar nature, with static content and database driven dynamic content/interactive content.
 - b. The AMC holder (Supplier) must have the expertise in maintenance of website contents, uploading on websites, development of home-page, etc. and expertise in generation of online modules of reports etc. They should have well qualified persons with experience in development of website including new home-page etc. and having managed of similar nature, i.e. as described in above point.
 - c. Support team should be proficient in HTML, JSP, PDF, RDBMS FLASH, Applets, servlets, XML and content management tools.
 - d. Domain knowledge of the industries sector is preferable.
2. The bidder must have an average annual turnover of Rs. 25 Lakh for financial year 2021-22, 2022-23 and 2023-24. CA certified certificate annual turnover certificate is required to be submitted with the bid.
3. Proof of registration with GST & PAN is essential and copies of the proof should be submitted.
4. The bidder shall submit the copies of returns of income tax returns for the assessment year 2021-22, 2022-23 and 2023-24.
5. Price quoted in the financial bid should be inclusive of all taxes and other charges, if any.
6. The bidder shall have to provide services at Mumbai and should have operational branch or operational office in Mumbai. In this regard, current address proof of operational branch in Mumbai or operational office in Mumbai is required to be submitted with the bid.
7. The bid should be signed by the authorized person and his/her full name and status should be indicated below his signature.
8. Every paper of the tender should be signed by the contractor and properly affixing the seal of Agency/Firm/Company.
9. The applicant should not have been blacklisted or debarred from participating in the tenders at any point of time by any of the Central or State Government, Semi Government or local body or any other agencies at any point of time. A self-declaration is required to be submitted.
10. Every bid should be accompanied with an Earnest Money Deposit (EMD) of Rs. 17700/- (Rupees Seventeen thousand seven hundred Only) in form of demand draft of any nationalized bank in the favor of "**President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)**" payable at "**Mumbai**". Bidder has to attach the scanned copies of EMD along with e-tender and submit the original demand draft at the following address before the end date and time of the submission of bid:

**To,
The Dy. Commissioner of Customs,
EDI Section, Mumbai Customs Zone - I,
Fourth floor Annex Building,
New Custom House, Ballard Estate, Mumbai-400001**

EMD of successful bidder will be converted into security deposit till the submission of the performance security deposit. However, EMD of unsuccessful bidder will be returned as early as possible. Tenders received without EMD will be rejected out rightly. EMD exemptions will be as per Central Government rulings.

11.The bidder must currently have at least one contract for maintenance and updating of government website, work orders are required in this regard.

12.The bidder firm must have been registered with EPFO and ESIC, unless exempted as per the provisions of the Employees Provident Fund and Misc. Provisions Act 1952 and the ESI Act, 1948.

S/d
(G.L. Narasimham)
Deputy Commissioner of Customs,
EDI, Mumbai Customs Zone-I

ANNEXURE-D
DETAILED TERMS AND CONDITIONS

1. Interested bidders should visit the website (www.mumbaicustomszone1.gov.in) which is to be maintained in accordance to GIGW guidelines and further to be maintained and updated. The guidelines are available at <https://guidelines.india.gov.in/>
2. Conditional/Unsolicited tender shall not be considered.
3. No other person except Vendor/Vendor's authorized representative shall be allowed to enter the office premises.
4. The Service Provider should directly deal with the concerned departments.
5. Every tender should be accompanied with an Earnest Money Deposit (EMD) of Rs.17700/- (Rupees Seventeen Thousand Seven Hundred only) in form of Demand Draft of any nationalize bank in favor of the **"President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)" payable at "Mumbai.**
6. **Tenders received without requisite EMD will be rejected out rightly.**
7. EMD exemptions will be as per Central Government rulings.
8. The TDS will be deducted as per provision of the Income Tax law and Goods and Service Tax law.
9. Offers vaguely described or incomplete offers are liable to rejection.
10. Successful bidder should deposit, within seven days of receipt of the work order, 10% amount of the total value of the order as Performance Security in the form of Bank Guarantee with an auto renewal clause from any Nationalized Bank, valid till at least six months after the completion of contract, drawn in favor of **"President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)" payable at "Mumbai,** failing which the work order issued by the department will be cancelled and financial bid of second lowest bidder will be accepted. Earnest money deposit of the successful bidder will be refunded only after depositing of performance security deposit.
11. Submission of bills shall be in triplicate.
12. No advance payment shall be made.
13. The Commissioner of Customs (Export), Mumbai Customs Zone-I, is not bound to accept the lowest tender and also reserves the right to reject any or all tenders at any time without assigning any reason.
14. The Commissioner of Customs (Export), Mumbai Customs Zone-I, taking note of overall facts and circumstances can change, add and relax any of the terms and conditions of this tender notice.
15. The Commissioner of Customs (Export), Mumbai Customs Zone-I, reserves the right to terminate the contract at any time after giving due notice to the contractor in the event of unsatisfactory services or breach of contract of this tender in any respect. The Performance Security amount will be forfeited accordingly.
16. **The prices quoted in the financial Bid should be inclusive of all taxes.** The Service Provider should quote the prices for the maintenance and updation of New Customs House website in accordance with Guidelines for Indian Government Website (<https://guidelines.india.gov.in>). The site may be visited for detailed guidelines. Further, any extra amount not mentioned in the financial bid will not be paid by the department.
17. The bidder shall not subcontract or outsource the job to any other agency.

18. The bidder firm should ensure the security aspect of the website. In case of a security breach, it's the responsibility of the bidder firm to keep all data safe and secure.
19. The hosting of the website is already done on the NIC servers and hence the tender does not include the cost/work of hosting the website. However, the modules mentioned in Point no. 2 of Annexure B "Scope and Technical Specifications of Work" are to be hosted by the vendor on their private servers. All work related to the maintenance and updating of the said modules is to be done by the vendor while ensuring that the security protocol of the said modules is in place to eliminate security threats such as phishing, malware, or malicious attacks etc. The vendor will be responsible for any kind of losses to the department resulting due to negligence or lapses in the security protocol of the modules on the part of the vendor. The domain name www.mumbaicustomszone1.gov.in is already registered and hence the tender does not include the cost of domain name registration.
20. All tools, tackles, equipment, etc., that shall be required by the contractor will have to be arranged by the contractor himself.

21. E-tendering Procedure:

- a. Bids are invited in two Bid systems: (1) Technical bid and (2) Financial bid format. The tender for Technical and Financial bid as prescribed in the tender details, duly completed in all respects, shall be submitted online on www.gem.gov.in in two separate files addressed to the Commissioner of Customs, Export, EDI Section, Mumbai Customs Zone-I, New Customs House, Ballard Estate, Mumbai, Maharashtra - 400001.
- b. The Technical Bids of all the bidders will be opened on a pre-scheduled date, time, and venue.
- c. The Financial Bids of only successful Technical Bidders will be opened later, and technically successful bidders will be informed accordingly.
- d. No bids will be accepted after the date and time mentioned in the CRITICAL DATE SHEET 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 financial bids must contain "Acceptance of Terms and Conditions".

22. Submission of Bids:

- a. Bidders should submit the technical as well as financial bids through e-tendering portal only.
- b. No bid submitted by the courier/post/by hand shall be accepted.
- c. All Prices and other information in this regard having a bearing on the price shall be written both in figures and words in the prescribed format.
- d. The bid shall remain valid for 60 days after the date of bid opening. The acceptance of the tender rests with the Commissioner of Customs (Export), Mumbai Customs Zone-I, who will be the final authority and his decision shall be final and reserves the right to reject any or all of the bids so received without assigning any reasons whatsoever.

23. Opening of Bids:

- a. The Department will open the Technical bids on prescheduled time, date and venue. In the event of the specific bid opening date being declared a holiday, the bid shall be opened at the same time and location on the next working day.
- b. The firms who wish to be present at the time of opening of the tender may represent themselves or authorize their representative with an authority letter.

- c. The financial bids of only those bidders shall be opened whose technical bids are qualified.
- d. The work order will be issued to the successful bidder only after verification of submitted bid documents with the original documents. **The successful bidder has to furnish the original documents within 2 days of intimation of success of the financial bid**, failing which his/her successful bid will be canceled.
- e. If the bidder whose bid has been found to be the lowest evaluated bid withdraws or whose bid has been accepted, fails to sign the procurement contract as may be required, or fails to provide the security as may be required for the performance of the contract or otherwise withdraws from the procurement process, the department shall cancel the procurement process. Provided that the department, on being satisfied that it is not a case of cartelization and the integrity of the procurement process has been maintained, may, for cogent reasons to be recorded in writing offer the next successful bidder an opportunity to match the financial bid of the first successful bidder at the price bid of the first successful bidder.

24. Performance Security:

- a. The successful bidder shall submit within seven days of issuance of a work order, a "Performance Security" in the form of a Bank Guarantee from a Nationalized Bank for an amount equal to 10% of the value of the contract for the AMC for Maintenance of the Website valid till at least six months after the completion of contract period, drawn in favor of **“President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I” payable at “Mumbai,”** failing which the work order issued by the department will be cancelled.
- b. No interest will be payable by the office of the Commissioner of Customs (Export) on performance security deposit

25. Terms of Payment:

- a. The bidder shall submit the bill on quarterly basis at the end of each quarter into triplicate, no interim bills will be entertained
- b. The bill payment will be subjected to TDS applicable under the Income Tax Act 1961 and GST law.
- c. The payment for the last quarter would, however, be made only on successfully handing over of all the essentials, to the next year's contractor. However, if the defects, shortcomings noticed during next year's Handing over/Taking over are not set right by the successful bidder of this tender notice then the same will be done by the Department through other means and cost towards that would be deducted from the last quarter bill to be paid to them.
- d. Payment due to the bidder shall be made by the Office of Commissioner of Customs (Export) by ECS/NEFT. For this, the bidder is supposed to submit a mandate form to the department, in all cases, the bidder shall present his bill pre-receipted with proper revenue stamp.

26. Penalty Clause:

- a. In case of any major website breakdown: the vendor shall have to rectify the problems within 24 hours, If the vendor shall not rectify the problem, the deduction will be made from any bill as under:

Time Schedule	Rate of Penalty
24-36 hours:	5% of the quarterly bill.
36-48 hours	10% of the quarterly bill.

48-60 hours:	15% of the quarterly bill.
60-72 hours:	20% of the quarterly bill.

- b. If the breakdown in website lasts more than 72 hours, the department reserves the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- c. In case of any loss in the safety and security of website and data available on the website, a penalty of full quarterly bill will be imposed on the vendor, also the department reserve the right to terminate the contract suo moto with the penalty of bills due with the department and transfer the work to any other agency as deemed fit.
- d. In case of unsatisfactory performance, the department may levy a penalty at the following rate from any bill:

Description	Penalty (in Rs.)
1st lapse/default	500
2nd lapse/default	1500
3rd lapse/default	3000
More than 3rd lapse/default	As decided by the department

- e. The department will have the right to withhold payment of the contract at any time if the service of the agency is not found satisfactory. The decision of the department in this regard will be final and binding.
- f. In case of uploading of data provided by the department, if data is provided between 9:30 A.M. to 7 P.M. it shall be done within 2 hours, if data is provided after 7 P.M. then it should be uploaded before 09:30 A.M. of the next day, failing which in both the cases a penalty at the rate of Rs. 100 per hour of delay will be imposed on the vendor. Notwithstanding the above, if it is informed by the department that data is required to be uploaded urgently then it should be done within 30 minutes of data provided by the department failing which a penalty at the rate of Rs. 500 per 30 minutes of delay will be imposed on the vendor.
- g. In case of monthly works required to be performed by the vendor as per the "Scope and technical specification of the work" is not completed by the 1st working day of the month then a penalty at the rate of Rs. 500 will be imposed for every subsequent 24 hours' delay in completion of the work.
- h. Any other work assigned to the vendor as described in this contract shall be completed within 24 hours of the intimation by the department, in any case, work required to be performed is of complex nature there should not be a delay of more than 72 hours, although it will be the discretion of the department to decide whether the work required to be done is of complex nature or not.
- i. The vendor or his/her representative if called upon should present themselves in front of the departmental officers at short notice, failing which a fine as decided by the appropriate authority will be imposed.
- j. The design and other formats of the website approved by the department shall not be changed/modified without prior permission failing which a penalty as decided by the department shall be levied for each such lapse.

- k. Any deviation from the terms and conditions as mentioned above shall also attract appropriate penalty as decided by the department.
 - l. In case of breach of contract or violation of any terms of the contract such as false disclosure of information during the tender process, submission of forged documents during the tender process, repeated lapses in the performance of the work mentioned under the “scope and technical specification” etc., security deposit shall be forfeited and will be debarred from participation of future tenders.
27. The tenure of contract is one year from the date of the work order is handed over to the service provider for revamping maintenance and updation of Mumbai Customs Zone I, New Customs house’s website. The Tenure may be extended for such period as may be mutually agreed by both the signatories to the contract on same term & condition.
28. In case of any dispute the decision of the Commissioner of Customs, Export, Mumbai Customs Zone-I shall be final & binding on both, the purchaser & the vendor.

S/d

G.L. Narasimham

Deputy Commissioner of Customs,
EDI, Mumbai Customs Zone-I.

ANNEXURE E
FORMAT FOR TECHNICAL BID PART I

Sr. no.	Particulars	Yes/No	Page Nos.	Details
1	Name of Service Provider			
	Full Address of the Service Provider			
	Telephone No./Mobile No			
	Fax No.			
	Email Id			
	Complete name and contact no.			
2	Have you submitted all documents in terms of experience and minimum number of portals as per Annexure-C			
3	Bank Details with MICR & IFSC (Submit Mandate Form for ECS payment)			
4	Copy of Income-tax return of assessment year 2021-22, 2022-23 and 2023-24			
5	Details of turnover for financial years 2021-22, 2022-23 and 2023-24 duly certified by Chartered Accountant			
6	Proof of present office address in Mumbai			
7	PAN registration certificate			
8	GST registration certificate			
9	Copy of work order certifying to currently having at least one contract for updating and maintenance of government website.			
10	Quality management certificate			
11	Declaration of not having been black-listed by any Bank/Govt./PSU Organization (Submit self-declaration)			
12	EPFO and ESIC registration certificate			
13	EMD details			

The bidder should submit all the documents in support of Eligibility Criteria of Technical Bid and every page of the document under the bid should be attested. **Attested photo copies of all above for proof should be attached.**

PART II
DECLARATION

1. I Son / Daughter /Wife of Shri
..... Proprietor /
Partner / Director / authorized signatory of competent to sign this
declaration and execute this tender document;
2. I have carefully read and understood all the terms and conditions of the tender and
undertake to abide by them;
3. The information/documents furnished along with the above application are true and
authentic to the best of my knowledge and belief. I/we, am/are well aware of the fact that
furnishing of any false information/fabricated document would lead to rejection of my
tender at any stage besides liabilities towards prosecution under appropriate law;
4. I understand that in case any deviation is found in the above statement at any stage, the
concern shall be blacklisted and shall not have any dealing with the Department in future.

Date:

Place:

Sign: _____

Name: _____

Designation: _____

Co. Name & Seal: _____

ANNEXURE-F
GENERAL INSTRUCTIONS

1. The bidder shall submit bids through GeMs portal i.e. www.gem.gov.in only.
2. All relevant documents should be attached with the bid and in accordance with the instructions/terms & conditions of this tender.
3. **EMD (Earnest Money Deposit):** The tender should be submitted with a Demand Draft of ₹17700/- (Rupees Seventeen thousand seven hundred only) from any nationalized bank in favor of the **"President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)" payable at Mumbai.**
4. **PG (Performance Guarantee):** 10% amount of the total value of the contract should be submitted in the form of a Bank Guarantee valid until at least six months after the completion of the contract from any Nationalized Bank, in favor of **the "President of India (acting through the Commissioner of Customs (Export), New Custom House, Mumbai Zone I)" payable at Mumbai.**
5. The Service Provider should fulfill the prequalification conditions of the tender.
6. The Service Provider should submit attested copies (attested by an authorized person) of all the documents.
7. The technical bid will be opened first in the presence of the Tender Committee Members. Financial bids of only the technically qualified bidders will be opened in the presence of the Tender Committee Members and bidders. The bidders, if they wish, may remain present.
8. For any clarification/inspection regarding the subject tender, the interested parties may contact the EDI Section, Mumbai Customs Zone-I either personally or on Tel:- 022-22757497/22757460 or send an email to edi.helpdeskmcz1@gov.in with the subject 'AMC for website maintenance'.
9. **Last date and time for accepting the tender:** As per GeM Portal
10. **Opening of Bids:**
 - Technical Bid: As per GeM Portal.
 - Financial Bid: As per GeM Portal.
11. The tender document is available on www.mumbaicustomszone1.gov.in and www.gem.gov.in.

S/d
(G.L. NARASIMHAM)
Deputy Commissioner of Customs,
EDI, Mumbai Customs Zone-I

ANNEXURE-G
FORMAT FOR FINANCIAL BID

To,
The Deputy Commissioner of Customs,
EDI Section, New Customs House,
Ballard Estate, Mumbai – 400001.

Sir,

Subject: Submission of Financial Bid for Comprehensive Annual Maintenance Contract (AMC) for the maintenance and updation of official website (English and Hindi) of New Custom House, Mumbai (<http://mumbaicustomszone1.gov.in>) – reg.

With the reference to the above, I/We hereby submit the quotation for the subject mentioned above.

Sr. No	Scope of Work	Location	Amount in Rs. for the period of 1 year including government taxes
1	Submission of financial bid for comprehensive annual maintenance contract (AMC) for maintenance and updation of official website (English and Hindi) of New Custom House, Mumbai (http://mumbaicustomszone1.gov.in) – reg.	Office of the Chief Commissioner of Customs, Mumbai Zone-I.	

Date:

Place:

Name in Block Letters:

Signature of Authorized Person

Designation:

Company Name & Seal:

DECLARATION

I/We hereby certify that information furnished above is true and to the best of my/our knowledge. I/We understand that if any deviation is of and in above statement at any state, I/We shall be black listed and will not have any dealing with department in future. I/We have read the terms and condition of the tender notice along with its annexures.

I/We hereby confirm that I am authorized to sign the tender document.

Signature & Name of the authorized Signatory
Seal/Stamp