

	<p>भारतसरकार :: GOVERNMENT OF INDIA वित्तमंत्रालय : : राजस्वविभाग : : MINISTRY OF FINANCE : : DEPARTMENT OF REVENUE सीमाशुल्कके आयुक्तके कार्यालय : : OFFICE OF THE COMMISSIONER OF CUSTOMS कस्टमहाउस , नईहार्बरएस्टेट, : : CUSTOM HOUSE, NEW HARBOUR ESTATE तूतीकोरिन : : TUTICORIN- 628 004 Tel: (0461) 2352655, 2352633 / Fax: 2352019 <a href="mailto:trgcell.tutcus@gmail.com">trgcell.tutcus@gmail.com</a></p>
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C.No.III/03/03/2018-Admn.

Dated : 20.04.2021

**NOTICE INVITING e-TENDER**  
**FOR ANNUAL CONTRACT FOR FACILITY MANAGEMENT SERVICES**

The Commissioner of Customs, Custom House, Tuticorin – 628 004 invites online e-Tenders from reputed concerns engaged in the business of providing Facility Management Services (hereinafter referred to as Contractor) for providing **Facility Management Services at Container Scanning Division, Near Custom House, Tuticorin** for the **period from 01.05.2021 to 31.03.2022.**

2. The Tender enquiry documents and all bid firms are made available on official CPPP website <https://eprocure.gov.in>, [www.cbic.gov.in](http://www.cbic.gov.in) and [www.tuticorincustoms.gov.in](http://www.tuticorincustoms.gov.in) from 22.04.2021.

3. **Bid Submission:** Bids shall be submitted online only at CPPP website: <https://eprocure.gov.in> . Tenderers/Contractors are advised to follow the "Instructions to Bidder for Online Bid Submission" provided in Annexure-VII for online submission of bids.

4. The tender shall be submitted online in two parts viz. **technical bid and financial bid**. All the pages of bid being submitted must be signed and sequentially numbered by the bidder irrespective of nature of content of the documents before uploading. The offers submitted by Telegram/Fax/email etc. shall not be considered. No correspondence will be entertained in this matter.

**5. SCOPE OF THE CONTRACT:**

The prime object of the Facility Management Services is to support the staff with **facility of Housekeeping, Gardening, Marshall cum Driver for Container Trucks, Maintenance of Electrical and Plumbing, etc.** The scope of work involving this tender for AMC of Facility management of chambers / sections / corridors / staircases area / Open area within the premises of Container Scanner project, Near Custom House, Tuticorin which includes One Building comprising of ground plus first floor & Second Floor and open space area inside the boundary wall (Total area of 13260 Sq.Mtrs – 142729.45 Sq. Feet) which has Built Up area (Ground Floor + First Floor) of 1250 Sq.Mtrs (13454.89 Sq. Feet) and open area of 12010 Sq.Mtrs (129274.56 Sq.Feet). The Built up area includes Tunnel Area 300.00 Sq.Mtrs (3229.17). To have better idea of scope of work, interested bidders can visit the site from **22.04.2021 to 27.04.2021** between 10:30 AM and 04:00 PM.

## **6. DESCRIPTION OF WORK:**

- i. Marshall cum Driver should take control of movement - trucks/container movements which arrives for scanning and coronate with drivers / customs staff meant for scanning around the clock. He should ensure that drivers come out of tunnel of Scanning project.
- ii. Electrician should be able to attend all related jobs including generator operations, etc. Plumber should attend requirement of water storage and distribution. Gardener should maintain the garden.
- iii. Daily sweeping and wet moping of the entire office area of the Container Scanner Project including Corridors, staircases and open spaces which should begin by 08:00 Hrs and shall be finished i.e. before 10:00 Hrs., on daily basis for all the days except on Sundays and public holidays. Staff deployed should be available in the Container Scanner Division Premises from 08:00 Hrs. to 16:00 Hrs.
- iv. All Chambers/Sections shall be cleaned before 09:30 Hrs on every day basis.
- v. Cleaning of all chambers/Sections, corridors and stair cases twice a day.
- vi. Cleaning of roofs, ceilings of the entire premises on regular basis.
- vii. Dusting and wiping of all furniture like tables chairs, sofas, computer table/ chair and electronic gadgets like computers, telephones, fax machines, photo copier machines, etc.
- viii. Cleaning of all the doors, windows, partitions including the particle board, glass and aluminium channels in the entire office area.
- ix. Cleaning of Toilets/urinals, wash basins, tiles, mirror by using disinfectants like phenyl, Harpic, Vim, Surf etc. twice a day and whenever required and changing of naphthalene balls at regular intervals.
- x. Removal of blockages and clogging in the wash basins and other sanitary fittings for smooth outflow of waste.
- xi. Shifting of furniture, files and other office equipment's, whenever required.
- xii. All arrangements related Conferences, meetings, seminars and events organized by the department.
- xiii. Any work assigned by Administration Section, Custom House, Tuticorin not included above and which deals with the Facility management, cleaning and maintenance of the Scanner Project Premises.
- xiv. At least one attendant should be available at site on 24 x 7 basis.
- xv. Similarly, electrician, plumber and gardener should be available during office hours. Electrician and Plumber should be technically well qualified and experienced. Marshall cum Driver should be available around the clock.

## **7. FINANCIAL BID REQUIREMENTS:**

The contractor shall submit Financial Bid online in a stipulated format as laid down in Annexure-II to this NIT. The contractor shall mention his quotation for contract work in the form of rate (in Indian rupees to be mentioned in figures and words separately) per square feet per month and for total contract period. The quoted rate shall include all the taxes and all other liabilities. Bid shall not be submitted based on the quotation rate on the number of personnel to be deployed.

## **8. EARNEST MONEY DEPOSIT (EMD): NIL**

The Bidder shall give Bid Security Declaration as per format given in Annexure-VII.

**9. PERFORMANCE SECURITY DEPOSIT:** The successful contractor shall furnish Security Deposit (non interest bearing) to the Office of The Commissioner of Customs, Custom House, Tuticorin within 30 days of issuance of contract but positively before the submission of 1<sup>st</sup> bill which shall be 3% of the value of the contract and shall be in the form of Demand Draft/ Bankers Pay Order from a Scheduled Bank drawn in favour of Commissioner of Customs payable at par in Tuticorin, which shall be held by the Department for Contract Period plus three months thereafter which is subject to forfeiture in case of termination of the contract due to failure to abide by the terms and conditions of the contract by the Contractor. No interest of whatsoever nature shall be payable by the Office of the Commissioner of Customs on Performance Security Deposit. In case of breach of contract or violation of any of the terms of the contract, Performance Security Deposit shall be forfeited by the Department.

## **10. SUBMISSION OF APPLICATION FOR CONTRACT:**

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

the tender document is submitted, unless the Office of the Commissioner of Customs calls for it.

**11.** A Bidder, who has downloaded the tender from the Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app>, <https://eprocure.gov.in/epublish/app> shall not tamper/modify the tender form including downloaded price bid template in any manner. In case, if the same is found to be tampered/modified in any manner, tender will be completely rejected and bidder is liable to be banned/blacklisted.

**12.** The Due dates for the Tender Submission and processing are as under:

Date of Publishing	: 20-04-2021 (04:00 P.M.)
Bid Submission Starting Date	: 22-04-2021 (11:00 A.M.)
Bid Submission Ending Date	: 28-04-2021 (04:00 P.M.)
Technical Bid Opening Date	: 29-04-2021 (11:00 A.M.)
Financial Bid Opening date	: 30-04-2021 (11:00 A.M.)

(Those bidders, who have qualified in the Technical Bids)

**13.** Interested service providers are advised to visit Central Public Procurement Portal website <https://eprocure.gov.in/eprocure/app> regularly till closing date of submission of tender for any corrigendum/addendum/amendment.

**14.** Not more than one tender shall be submitted by one contractor or contractors having business relationship. Under no circumstance will father and his son(s) or other close relations who have business relationship with one another (i.e. when one or more partner(s)/director(s) are common) be allowed to tender for the same contract as separate competitors. A breach of this condition will render the tenders of both parties liable for rejection.

**15.** In the event of the above-mentioned date for Technical Bid Opening being subsequently declared as a closed holiday for this office, the tenders will be opened on the next working day at the scheduled time.

**16.** Submission of any bidding documents/details will not be accepted by this office.

**-Sd/-**

**(DINESH K.CHAKRAVARHTY)  
COMMISSIONER  
CUSTOM HOUSE  
TUTICORIN**

Copy to :

**1. The Assistant Commissioner of Customs(EDI), Custom House, Tuticorin.**

- for uploading the Tender Notice on Tuticorin Customs & CBIC websites.

**2. Notice Board.**

**ANNEXURE-I**

<b><u>TECHNICAL/QUALIFYING BID FORM</u></b> <b><u>FOR TENDER OF FACILITY MANAGEMENT SERVICES</u></b> <b><u>AT CONTAINER SCANNING DIVISION, CUSTOM HOUSE, TUTICORIN FOR 2021-22</u></b>		
1	NAME OF THE CONTRACTOR	
2	TYPE OF ENTITY -PROPRIETARY FIRM, PARTNERSHIP FIRM, PVT. LTD. COMPANY	
2	ADDRESS	
3	TEL NO./FAX NO./MOBILE NO.	
4	NAME OF THE CONTACT PERSON	
5	TEL. NO./MOBILE NO. OF CONTACT PERSON	
6	BID SECURITY DECLARATION FOR EMD	
7	LEGAL CERTIFICATES TO BE ENCLOSED AND DETAILS IN REGARD TO BE PROVIDED	
	PAN DETAILS	
	GST REGISTRATION DETAILS	
	LABOUR LICENSE DETAILS	
	ESI REGSITRATION DETAILS	
	EPF REGISTRATION DETAILS	
	SHOP AND ESTABLISHMENT REGSITRATION (GUMASTA LICENSE) DETAILS	
	ISO CERTIFICATE DETAILS	
	ANNUAL TURNOVER OF PREVIOUS THREE FINANCIAL YEARS DETAILS (ANNEXURE-VI ALONG WITH COPY OF PROFIT & LOSS A/C, BALANCE SHEET, AUDIT REPORT AND INCOME TAX RETURNS OF SAID THREE YEARS TO BE ENCLOSED)	
	BANK SOLVENCY CERTIFICATE ENCLOSED	
8	EXPERIENCE IN FACILITY MANAGEMENT WITH DETAILS OF CONTRACTS IN PREVIOUS THREE FINANCIAL YEARS (RELEVANT ANNEXURE-III, IV AND V TO ENCLOSED)	
9	NO. OF STAFF TO BE DEPLOYED FOR CONTRACT	
10	DETAILS OF FACILITY MANAGEMENT CLEANING EQUIPMENT OWNED AND TO BE PUT IN USE FOR CONTRACT BY THE CONTRACTOR	
11	ANY EMPLOYEE OF THE OFFICE OF COMMISSIONER OF CUSTOMS ON YOUR BOARD OR SHARE HOLDER IN CONTRACTOR'S ENTITY	YES/NO, If yes, please provide details

12	HAVE YOUR ANY DIRECTOR/PARTNER/ENTERPRENUER CONVICTED UNDER LAW	YES/NO, If yes please provide details
13	HAS YOUR FIRM/COMPANY BLACK LISTED AT ANY TIME IN PAST BY ANY ORGANIZATION	YES/NO, If yes please provide details
14	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSRE)	
15	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSRE)	
16	ANY OTHER INFORMATION CONTRACTOR MAY LIKE TO FURNISH (MAY BE FURNISHED IN SEPARATE ENCLOSRE)	
<b>DECLARATION</b>		
<p>I/We hereby certify that information furnished above is true and correct to the best of my/our knowledge. I /We understand that if any deviation is found in above statement at any state I/We shall be blacklisted and will not have any dealing with the department in future.</p>		
<p>I hereby confirm that I am authorized to ..... sign the Tender Document.</p> <p style="text-align: right;">Signature :</p> <p style="text-align: right;">Name :</p> <p style="text-align: right;">Designation :</p>		
Date:-		
Place:-		Company Name & Seal
Signature		

The following documents are to be furnished / uploaded by the Service Provider along with Technical Bid as above:

- i) Signed and Scanned copy of BID Security Declaration for EMD.
- ii) Signed and Scanned copy Certificates like PAN No, GST Regn.(if applicable), ESI, EPF Registration, etc.
- iii) Signed and Scanned Copy of Tender Acceptance Letter & Letter of authorization to submit bid.
- iv) An undertaking (self-certificate) that the agency has not been blacklisted by a Central/State/UT Government institution and there has been no litigation with any government department on account of IT services.
- v) Signed and Scanned copy of Labour Licence obtained from Labour Commissioner.
- vi) Signed and Scanned copy of experience certificate of last 3 financial years.vii) Signed and Scanned Copy of Technical Bid Format.

**ANNEXURE-II**  
**FINANCIAL BID DOCUMENT**

1. Name of the Contractor :
  
2. Address of the Contractor  
(With Tel. No., Fax E-Mail) :
  
3. Name & Address of the Partners/Director :  
(With Mobile No.):
  
4. Contact Persons(s) (With Mobile No.) :

Name of Work	Rate (per Sq. Feet)	Amount per day	Amount per month	Amount per year

**( PLEASE DON'T UPLOAD THE ABOVE WITH THE DOCUMENTS  
REQUIRED TO UPLOAD WITH TECHNICAL BID )**

**Total Cost in Words:**

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Note:

1. The rate should be inclusive of all taxes etc.
2. The services of the above personnel are required throughout the year round the clock. The rate includes the 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.

This is to certify that I/We before signing this tender have read and fully understood all the terms and conditions contained herein and undertake myself/ourselves to abide by them and all of it is included in cost.

(Signature of Contractor with Seal and Date)

### **Eligibility Criteria**

1. The firm should be registered under Companies Act, 1956 (No.1 of 1956) at least from last 8 years. (Copy to be attached).
2. Copy of the Pan Card to be attached.
3. Copy of Employee EPF registration certificate issued by the EPFO & attested copy of EPF challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.
4. Copy of ESIC registration certificate issued by the ESIC & attested copy of EPF challan in support of available manpower (duly submitted to EPFO) in respect of the previous four quarters shall be acceptable.
5. Service Tax registration issued by the department & attested copy of 3 years Service tax return should be attached.
6. The firm should have ISO 9001: 2008 Certificate, copy to be attached.
7. The firm must be registered with State / Central Labour Commissioner, copy to be attached.
8. The firm should have minimum 1 (one) Work Order with Completion Certificate of Rs. 35 lakhs per Annum or more & at least 30 Man power provided, During one financial year in the last two years in any Central Government / State Government /PSU etc.
9. The firm should have experience of doing or completed job of Housekeeping services of at least 1,50,000 sq. Ft area in last 3 years.
10. A minimum of 250 (Two Hundred Fifty) Staffs are required with their EPF contribution in last 6 months. Documentary proof (ECR copy of latest month) is required and to be attached.
11. The Firm should have at least one office in Tuticorin; proof of the same should attached. (Telephone bill or Electricity bill)
12. Minimum Turnover of the firm should Rs. 2 Crore and above in each of the last two financial years (2018-2019 & 2019-20) & Rs. 1 Crore in the field of Housekeeping Services, copies certified by registered Chartered Accountants, to be attached.
13. The firm should have minimum 5 years of experience in providing Manpower Services to any Central / State Government /PSU etc. Work Orders/ Work Completion Certificates / TDS Certificates will be considered as proof.
14. The firm should produce valid solvency certificate of minimum Rs.25 Lakhs.
15. The minimum eligibility criteria have been clarified in technical bid. Agencies fulfilling the qualification criteria will be selected for opening of price bids. Unopened price bids of those, not satisfying the criteria will be returned.

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## **Annexure-III**

### **Terms and Conditions**

#### **1. ELIGIBILITY CRITERIA FOR TECHNICAL/QUALIFYING BIDS:**

Technical/qualifying Bids shall be submitted online at CPPP website <https://eprocure.gov.in> in a prescribed format as laid down in Annexure-I to this NIT. The contractors shall provide information/ documents/ annexures as listed below.

- The Contractor must have GST and PAN Number registration with respective authorities, since 01.01.2018 (three years prior to the issue of this NIT) and self-attested copy of these registration certificates should be enclosed to the Bid.
- The Contractor must be registered with the ESI and EPF authorities and other relevant Labour Authorities since 01.04.2018 (three years prior to the issue of this NIT) and self-attested copies of these registration certificates should be enclosed to the BID. Further, the successful bidder should adhere the provisions of Minimum Wages Act, 1948 and day to day instructions issued under the said Act.
- The Contractor must have annual turnover of minimum Rupees Fifty Lakhs each year from the Facility management Services contracts for three consecutive years prior to the current financial year i.e. for the period 2017-18, 2018-19 & 2019-20. Copies of Profit and Loss A/c, Balance Sheet, Audit Report and Income Tax Returns of the concern duly attested by Chartered Accountant should be enclosed with the BID. Annexure VI dully filled and signed by the contractor shall be submitted in this regard.
- The contractor must furnish Solvency Certificate from the nationalised bank.
- The Contractor must have minimum three years of experience as Facility management Service Provider. Experience of contracts with Central Govt./ State Govt./ Public Sector organisations will get preference. Annexure III, IV and V dully filled and signed by the contractor shall be submitted in this regard.
- The contractor must have at least 15 permanent staff on its pay rolls.
- The Contractor must provide list of Housekeeping and Cleaning Equipment's owned by him and which he shall use in the execution of the contract.
- The Contractor must provide number of personnel with their designation, he proposes to deploy for execution of the contract.
- The contractor should not have been disqualified by any Govt. / Semi Govt. organisation for similar work in the past. An undertaking to this effect must be submitted along with the Qualifying bid.
- The contractor shall satisfy all the conditions mentioned in detailed tender notice.
- The company should have ISO 9001:2008 certificate. Copy should be attached.

#### **02. RESPONSIBILITY OF CONTRACTORS:**

- ❖ The contractor will have to provide all the manpower and equipments needed for the contract work at their own cost. The material required in the process shall be provided by the department.

- ❖ The contractor will have to ensure that the persons deployed are within the age group of 18 years to 50 years and have sound health. They understand local language and are experienced in the contract work.
- ❖ The Contractor shall on award of contract shall furnish names and addresses of and submit the photo and residential proof of his personnel deployed for the contract work to the department. No other person except Contractor's Authorized Representatives about whom this department is informed shall be allowed to enter the premises.
- ❖ The Contractor shall provide uniform and identity cards to its personnel. He shall ensure that the deployed personnel invariably wears the uniform and displays their identity cards while discharging their functions so that they can be easily identified by one and all.
- ❖ The Contractor will have to ensure the Punctuality, mannerism, good behaviour and proper conduct of the personnel it deploys for execution of the contract. The personnel so engaged by the Contractor should be polite with pleasing manners, co-operative, disciplined and should not smoke or be drunk or engage in unlawful activities such as playing cards etc. while on duty and inside the campus premises of Custom House, Tuticorin. They shall be under his employment and disciplinary jurisdiction. However they shall be subject to the overall discipline of Office of the Commissioner of Customs, Custom House, Tuticorin. No tips in any form shall be accepted/ entertained.
- ❖ The contractor shall be solely responsible for regular payment of wages/salaries other benefits and allowances to his personnel as per the prevalent labour laws and/or any other payments that might become applicable under any Act or Order of the Central/State Government and this department shall have no liability in this regard. The contractor shall furnish necessary proof in this regard whenever required.
- ❖ The contractor shall provide the safety articles/equipments to its personnel. Safety of the personnel deployed by the contractor will be the sole responsibility of the Contractor and that the Department will not be responsible for any kind of hurt/loss/damage caused to the personnel on account of any accident or mishap.
- ❖ The contractor shall be solely responsible for regular deposition of contribution to EPF, ESI etc. for the personnel it deploys. There shall be no liability on department in this regard. As and when demanded the contractor shall submit copies of such payments to the competent authority.
- ❖ Insurance covers protecting the agency against all claims applicable under the Workman's Compensation Act 1948 shall be taken by the Contractor. The contractor shall arrange necessary insurance cover for all the persons deployed by him even for short duration. This department shall not entertain any claim arising out of mishap, if any that may take place. In the event of any liability/claim falling on this charge the same shall be the responsibility of the contractor.

- ❖ The Contractor shall pay the Govt. dues such as Service Tax, Professional Tax etc. as and when required. Department shall not be responsible in any manner in this regard. As and when demanded, the contractor shall submit the copies of such payments in the contract period to the competent authority.
- ❖ **The contractor shall pay all its contractual employees payment as per the Central Government Notification No.1/20(5)/2019-LS-II dated 12.10.2020 w.e.f. 01.10.2020.** The contractor should pay EPF and ESIC contributions (of employer and employee) on monthly basis and submit its ECR / Challan copies to this department failing which monthly bills will not be processed further. **The contractor should pay the monthly salary of their employees before 7<sup>th</sup> of the succeeding month.**
- ❖ The contractor shall be liable to pay compensation of any loss to the property of the Department caused by the acts of omission and/or commission by its personnel.
- ❖ In case of any loss caused to the third party by way of the conduct of the personnel deployed by the contractor, department shall not be responsible. Contractor shall be solely responsible to compensate the third party in such cases.
- ❖ The contractor and/or its personnel shall not allow movement of equipment/items or any property of the department in or out of the Custom House, Tuticorin without prior permission of the competent authority. Contractor shall be solely responsible if any equipment/items or property is found missing and will have to compensate the department as decided by the competent authority of the department. Contractor shall be fully responsible for theft, burglary, fire or any mischievous deeds by his staff.
- ❖ The contractor shall render services every day including Saturdays except Sundays and National Holidays. In case of administrative exigencies as and when need arises the contractor shall provide his services and personnel even on the Sundays and National Holidays at no extra cost.
- ❖ The contractor shall not subcontract or outsource the Contract work in any manner.
- ❖ The contractor shall not communicate or use in advertising, publicity, bidding for other contract, sales releases or in any other medium, photographs or other production of the work under this contract.

### **03. Terms of Payments:**

- i) The contractor shall submit the bill on monthly basis in duplicate duly certified by the Administration section and same shall be paid thereof after making recovery, if any. No interim bills will be entertained. The bill payment will be subject to TDS applicable under the Income Tax Act, 1961. The bill shall be accompanied by

certificates from nodal officers nominated by this department of each floor, certifying the proper execution of the contract work.

- ii) Mode of payment will be monthly and through Electronic Clearing System. Tax shall be deducted at source as per the Income Tax Rules form the monthly bills. For this, the contractor is supposed to submit a mandate form to the office. In all cases, the contractor shall present his bill pre-receipted with proper revenue stamp.

**04. OTHER TERMS AND CONDITIONS:**

- i. The successful contractor shall have to enter into a contract with the department and the contract shall be valid for a period of one year.
- ii. The conduct of the successful contractor will be constantly monitored and failure to abide by the terms and conditions of the contract, failure to maintain Custom House, Tuticorin in tidy and clean condition, lack of punctuality and any breach in security procedure or making any false declaration to any Govt. Agency which in the opinion of the Govt. is not in the public interest shall make the contract liable to be terminated.
- iii. The Contractor should go through the details and sign each and every page of tender including its enclosures as a token of acceptance of having read and understood the terms and conditions contained herein and submit the same along with the qualifying bid. The Contractor would fill up the information in the Annexure I & II enclosed at the end of this document in clear and legible terms. Whenever, the prices are to be quoted shall be written in figures and words as well. Annexures shall also have to be signed and stamped by the firm through its authorised signatory. The tender form shall be rejected if it is not complete in any respect.
- iv. Rate should be quoted in Indian Rupee. The rate should be quoted both in words and figures and shall be firm during the contract period.
- v. All the pages of the bid should be signed affixing the seal. All corrections and overwriting should be initialled.
- vi. The contractor shall furnish an undertaking to the effect that none of its Directors/Partners/Owner or associates have been convicted under any law of the land. The undertaking should also mention if any legal proceedings are initiated and are pending against them under any law of the land anywhere in India.
- vii. A prospective bidder requiring any clarification of the Tender document may communicate to the concerned official (Superintendent of Customs - Administration) at the address given in this notice inviting tender.
- viii. At any time prior to the last date of receipt of bids, Office of the Commissioner of Customs may for any reason, whether at its own initiative or in response to a clarification requested by prospective bidder, modify the Tender document by an amendment.

- ix. The Office of the Commissioner of Customs, Tuticorin may at its own discretion extend the last date for the receipt of bids.
- x. The bids shall be written in English language.
- xi. The Office of the Commissioner of Customs, Tuticorin reserves the right of accepting any bid other than the lowest or even rejecting all the bids without assigning any reasons therefor. The decision of the Office of the Commissioner of Customs will be final in all the matters of tender and purchase.
- xii. The Contractor undertakes that he shall comply with all conditions laid down under all applicable statutes, licences and permissions and undertakes to keep all licences 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.
- xiii. The department shall be the sole authority to decide on the quality of service rendered by the Contractor. In case the performance of the Contractor is found unsatisfactory, the Department shall have the right to terminate the agreement without notice or compensation or any payment, whatsoever at the sole discretion of the Department.
- xiv. The Department shall have the right to withhold any reasonable sum from the amount payable to the Contractor under this contract, if the contractor commits breach of any of the terms and conditions of this agreement or fails to produce sufficient proof to the satisfaction of the department as to payment of all statutory and other dues or compliance with other obligations.
- xv. The personnel engaged by the Successful Contractor shall have no claim whatsoever on Office of the Commissioner of Customs and shall not raise any industrial dispute either directly or indirectly with or against Office of the Commissioner of Customs in respect of their service conditions as long as they are engaged at Custom House premises for execution of the Contract.
- xvi. The Income Tax, as per Rules shall be deducted from the bill. All statutory deductions such as TDS, etc. wherever applicable, but not limited to this list indicated, shall be deducted from the bills payable to the Successful Contractor at the applicable rates from time to time.
- xvii. Under no condition, the Contractor or his staff shall claim the benefits of Office of the Commissioner of Customs Rules, Wages & Allowances, facilities etc.
- xviii. Office of the Commissioner of Customs shall not be responsible for delay or non-receipt of tender documents during transit by Post.
- xix. Office of the Commissioner of Customs reserves the right to reject any or all Tenders without assigning any reason thereof at any stage of the process.

- xx. All the existing statutory regulations of both State & Central Governments shall be adhered to & complied with and all records maintained thereof should be available for scrutiny by this office
- xxi. The Agency shall strictly comply with the terms and conditions of the agreement. Failure by the agency to comply with such statutory requirements and / or the terms of the agreement during the period of contract or deficiency in services shall result in termination of the contract.
- xxii. Any dispute arising out of the agreement or that, which may arise in future, shall be resolved by taking recourse to mutual settlement, failing which the dispute will be subject to Tuticorin jurisdiction only. The Office of the Commissioner of Customs, Tuticorin is entitled to withhold payments due to the Agency in case of any dispute, till it is resolved

#### **5. COMPLETION OF CONTRACT:**

Unless otherwise terminated under the provisions of any other relevant clause, this contract shall be deemed to have been completed at the expiry of the duration of contract.

#### **6. TERMINATION:**

In case the successful contractor wishes to terminate the Contract at any point of time, after acceptance, a notice to this effect should be given to the department at least three months in advance. The department is however at liberty to terminate the contract with immediate effect in case of breach of any of the terms and conditions of the contract or if the services are not found to be satisfactory at any time.

#### **7. SUBMISSION OF APPLICATION FOR CONTRACT:**

- ix. If an individual makes the application, it shall be signed by the proprietor above his full typed written name and current address.
- x. If a proprietary firm makes the application, it shall be signed by the proprietor above his full typewritten name and the full name of his firm with its current address.
- xi. If the application is made by a firm in partnership, it shall be signed by all the partners of the firm above their full typewritten names and current address or alternatively by a partner holding power of attorney shall accompany the application. A certified copy of the partnership deed and current address of all the partners of the firm shall also accompany the application.
- xii. If a limited company or a corporation makes the application, a duty authorized person holding power of attorney for signing the application shall sign it. In such a case a certified copy of the power of attorney shall accompany the applications. Such limited company or corporation may be required to furnish satisfactory evidence of its existence before the tender application is filed.

- xiii. Applications made by FAX and those received late will not be entertained. The application should be typewritten and signed on each page of the application.
- xiv. Overwriting should be avoided. Neatly crossing out, initiating, dating and rewriting shall make correction, if any. All pages of the document shall be numbered and submitted as a package with signed letter of transmittal. At no stage use of white ink/fluid or correction pen be used.
- xv. A senior Officer of the client should sign references, information and certificates from the respective clients certifying suitability, know-how and capability of the applicant.
- xvi. The applicant is advised to attach any additional information, which he thinks is necessary to establish that the applicant is capable in all respects to successfully complete the envisaged work. He is however, advised not to attach superfluous information. No further information will be entertained after the tender document is submitted, unless the Office of the Commissioner of Customs calls for it.

**ANNEXURE- IV**

**UNDERTAKING BY THE BIDDER**

I/We undertake that my/our firm M/s.....  
.....has not been blacklisted by any  
Govt. Department/Public Sector Undertaking/Autonomous Body.

2. I.....Son/Daughter/Wife of Shri.....  
Proprietor/Partner/Director/Authorized signatory of M/s .....

am competent to sign this declaration and execute this tender document.

3. I have carefully read and understand all the term and conditions of the tender and undertake to abide by them.

4. The information/documents furnished alongwith the above application are true and correct 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.

5. I/We understand that in case any deviation is found in the above statement at any stage, my/our concern/firm/co. shall be blacklisted and shall not have any dealing with the Department in future.

Date: Signature of the authorized Signatory of the firm/

Place: Company/Organization

Office Stamp/Seal

**ANNEXURE-V**

Date:

To

The Commissioner of Customs,  
Custom House, Tuticorin.

Sub: Acceptance of Terms & Conditions of Tender

Tender Reference No:.....

Name of Tender / Work:-

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Dear Sir,

1. I/We have downloaded / obtained the tender document(s) for the above mentioned 'Tender/Work' from the web site(s) namely:

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as per your advertisement, given in the above mentioned website(s)

2. I/We hereby certify that I/We have read the entire terms and conditions of the tender documents from Page No.....to.....(including all documents like annexure(s), schedule(s) etc.) which form part of the contract agreement and I/ we shall abide hereby by the terms/conditions/clauses contained therein.

3. The corrigendum(s) issued from time to time by your department/ organization too has also been taken into consideration, while submitting this acceptance letter.

4. I/We hereby unconditionally accept the tender conditions of above mentioned tender document(s)/corrigendum(s) in its totality/entirely.

5. I/We hereby declare that our Firm has not been blacklisted/debarred by any Govt. Department/Public sector undertaking.

6. I/We certify that all information furnished by our Firm is true & correct and in the event that the information is found to be incorrect/untrue or found violated, then your department/organisation shall without giving any notice or reason therefore or summarily reject the bid or terminate the contract, without prejudice to any other rights or remedy including the forfeiture of the full earnest money deposit absolutely.

Yours faithfully,

(Signature of the Bidder, with Official Seal)

## **Annexure-VI**

### **Instructions for Online Bid Submission:**

The bidders are required to submit soft copies of their bids electronically on the CPP Portal, using valid Digital Signature Certificates. The instructions given below are meant to assist the bidders in registering on the CPP Portal, prepare their bids in accordance with the requirements and submitting their bids online on the CPP Portal.

More information useful for submitting online bids on the CPP Portal may be obtained at: <https://eprocure.gov.in/eprocure/app>.

### **REGISTRATION**

- 1) Bidders are required to enroll on the e-Procurement module of the Central Public Procurement Portal (URL: <https://eprocuresiov.in/eprocure/app>) by clicking on the link "**Online bidder Enrolment**" on the CPP Portal which is free of charge.
- 2) As part of the enrolment process, the bidders will be required to choose a unique username and assign a password for their accounts.
- 3) Bidders are advised to register their valid email address and mobile numbers as part of the registration process. These would be used for any communication from the CPP Portal.
- 4) Upon enrolment, the bidders will be required to register their valid Digital Signature Certificate (Class-II or Class-III Certificates with signing key usage) issued by any Certifying Authority recognized by CCA India (e.g. Sify / nCode / eMudhra etc.), with their profile.
- 5) Only one valid DSC should be registered by a bidder. Please note that the bidders are responsible to ensure that they do not lend their DSC's to others which may lead to misuse.
- 6) Bidder then logs in to the site through the secured log-in by entering their user ID / password and the password of the DSC / e-Token.

### **SEARCHING FOR TENDER DOCUMENTS**

- 7) There are various search options built in the CPP Portal, to facilitate bidders to search active tenders by several parameters. These parameters could include Tender ID, Organization Name, Location, Date, Value, etc. There is also an option of advanced search for tenders, wherein the bidders may combine a number of search parameters such as Organization Name, Form of Contract, Location, Date, Other keywords etc. to search for a tender published on the CPP Portal.
- 8) Once the bidders have selected the tenders they are interested in, they may download the required documents / tender schedules. These tenders can be moved to the respective 'My Tenders' folder. This would enable the CPP Portal to intimate the bidders through SMS / email in case there is any corrigendum issued to the tender document.
- 9) The bidder should make a note of the unique Tender ID assigned to each tender, in case they want to obtain any clarification / help from the Helpdesk.

## **PREPARATION OF BIDS**

- 10) Bidder should take into account any corrigendum published on the tender document before submitting their bids.
- 11) Please go through the tender advertisement and the tender document carefully to understand the documents required to be submitted as part of the bid. Please note the number of covers in which the bid documents have to be submitted, the number of documents - including the names and content of each of the document that need to be submitted. Any deviations from these may lead to rejection of the bid.
- 12) Bidder, in advance, should get ready the bid documents to be submitted as indicated in the tender document / schedule and generally, they can be in PDF / XLS / RAR / DWF/JPG formats. Bid documents may be scanned with 100 dpi with black and white option which helps in reducing size of the scanned document.
- 13) To avoid the time and effort required in uploading the same set of standard documents which are required to be submitted as a part of every bid, a provision of uploading such standard documents (e.g. PAN card copy, annual reports, auditor certificates etc.) has been provided to area while submitting a bid, and need not be uploaded again and again. This will lead to a reduction in the time required for bid submission process.

## **SUBMISSION OF BIDS**

- 1) Bidder should log into the site well in advance for bid submission so that they can upload the bid in time i.e. on or before the bid submission time. Bidder will be responsible for any delay due to other issues.
- 2) The bidder has to digitally sign and upload the required bid documents one by one as indicated in the tender document.
- 3) Bidder has to select the payment option as "offline" to pay the tender fee / EMD as applicable and enter details of the instrument.
- 4) Bidder should prepare the EMD as per the instructions specified in the tender document. The original should be posted/couriered/given in person to the concerned official, latest by the last date of bid submission or as specified in the tender documents. The details of the DD/any other accepted instrument, physically sent, should tally with the details available in the scanned copy and the data entered during bid submission time. Otherwise the uploaded bid will be rejected.
- 5) Bidders are requested to note that they should necessarily submit their financial bids in the format provided and no other format is acceptable. If the price bid has been given as a standard BoQ format with the tender document, then the same is to be downloaded and to be filled by all the bidders. Bidders are required to download the BoQ file, open it and complete the coloured (unprotected) cells with their respective financial quotes and other details (such as name of the bidder). No other cells should be changed. Once the details have been completed, the bidder should save it and submit it online, without changing the filename. If the BoQ file is found to be modified by the bidder, the bid will be rejected.

- 6) The server time (which is displayed on the bidders' dashboard) will be considered as the standard time for referencing the deadlines for submission of the bids by the bidders, opening of bids etc. The bidders should follow this time during bid submission.
- 7) All the documents being submitted by the bidders would be encrypted using PKI encryption techniques to ensure the secrecy of the data. The data entered cannot be viewed by unauthorized persons until the time of bid opening. The confidentiality of the bids is maintained using the secured Socket Layer 128 bit encryption technology. Data storage encryption of sensitive fields is done. Any bid document that is uploaded to the server is subjected to symmetric encryption using a system generated symmetric key. Further this key is subjected to asymmetric encryption using buyers/bid openers public keys. Overall, the uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 8) The uploaded tender documents become readable only after the tender opening by the authorized bid openers.
- 9) Upon the successful and timely submission of bids (i.e, after Clicking "Freeze Bid Submission" in the portal), the portal will give a successful bid submission message & a bid summary will be displayed with the bid no. and the date & time of submission of the bid with all other relevant details.
- 10) The bid summary has to be printed and kept as an acknowledgement of the submission of the bid. This acknowledgement may be used as an entry pass for any bid opening meetings.

## **ASSISTANCE TO BIDDERS**

- 1) Any queries relating to the tender document and the terms and conditions contained therein should be addressed to the Tender Inviting Authority for a tender or the relevant contact person indicated in the tender. Any queries relating to the process of online bid submission or queries relating to CPP Portal in general may be directed to the 24x7 CPP Portal Helpdesk.

**Annexure-VII**

Date: [insert date (as day, month and year)] Bid No.: [ADB/ITB/ ..... ]

Alternative No.: [insert identification No if this is a Bid for an alternative]

To: [insert complete name of office]

We, the undersigned, declare that:

We understand that, according to your conditions, bids must be supported by a Bid-Securing Declaration.

We accept that we will automatically be suspended from being eligible for bidding in any contract with the Bank for the period of time of **3 years** starting on January, 2018, if we are in breach of our obligation(s) under the bid conditions, because we:

- (a) have withdrawn our Bid during the period of bid validity specified in the Letter of Bid; or
- (b) having been notified of the acceptance of our Bid by the Bank during the period of bid validity, (i) fail or refuse to execute the Contract, if required, or (ii) fail or refuse to furnish the Performance Security, in accordance with ITB 38.

We understand this Bid-Securing Declaration shall expire if we are not the successful Bidder, upon the earlier of (i) our receipt of your notification to us of the name of the successful Bidder; or (ii) twenty-eight days after the expiration of our Bid.

Signed: [insert signature of person whose name and capacity are shown] In the capacity of [insert legal capacity of person signing the Bid-Securing Declaration]

Name: [insert complete name of person signing the Bid-Securing Declaration]

Duly authorized to sign the bid for and on behalf of: [insert complete name of Bidder] Dated on \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_ [insert date of signing] Corporate Seal (where appropriate)

[Note: In case of a Joint Venture, the Bid-Securing Declaration must be in the name of all partners to the Joint Venture that submits the bid.]

CHECK LIST OF DOCUMENTS TO BE SUBMITTED  
**BID CHECKLIST**

Bidder is required to fill-up this checklist and enclose along with the envelope containing the Earnest Money:

<b>SI.</b>	<b>Item Description</b>	<b>Yes / No</b>	<b>Bid Reference</b>
1	Bid Security Declaration for EMD		
2	Tender Acceptance Letter		
3	Letter of authorization to submit bid.		
4	An undertaking that the agency hasn't been blacklisted		
5	Financial/Price Bid Undertaking		

**BID OPENING & EVALUATION**

- 1) The bidders who have not produced the EMD in original well before the date and time of bid opening will be summarily disqualified from the bidding process.
- 2) A substantially responsive bid is one which confirms to all the terms and conditions of the bid document without material deviation.
- 3) Accordingly the Tender Processing Committee appointed by the TIA shall open the e-bids in the presence of the bidders or their authorised representatives who wish to be present at the time of opening of bids as per the time schedule mentioned in the NIT. The representative of the bidder wish to be present shall possess valid authorisation letter from the bidder and proper ID proof.
- 4) The Technical bid will be evaluated first to determine the qualification of the bid. The bidders who have produced the mandatory documents alone will be considered for Financial Bid.
- 5) The Financial Bid not in conformity with the Statutory payment norms as detailed in the terms and conditions will be treated as defective bid and thereby treated as disqualified.
- 6) L-1 among the substantially responsive bids shall be decided based on the quote in online BoQ Sheet.
- 7) If more than one bidder have quoted the identical L-1 rate, the criteria for selection of L-1 will be the bidder will be decided based on other aspects viz., quality of experience (experience with Govt. Offices/PSU/Such other organisation) and the present client status by the TIA.

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