	□□□□□□□□ :: GOVERNMENT OF INDIA □□□□□□□□□□□□□□□□□□□□ : : □□□□□□□□□□ : : MINISTRY OF FINANCE : : DEPARTMENT OF <b>REVENUE</b>
	□□□□□□□□□□□□□□□□□□□□□□□□ : : OFFICE OF THE COMMISSIONER OF CUSTOMS □□□□□□□□, □□□□□□□□□□□□□□□□□□□□ : : CUSTOM HOUSE, NEW HARBOUR ESTATE □□□□□□□□ : : TUTICORIN- 628 004
	Tel: (0461) 2352655, 2352633 / Fax: 2352019
	<a href="mailto:trqcell.tutcus@gmail.com">trqcell.tutcus@gmail.com</a>

C.No. C.No.III/03/03/2018-Admin

Dated : 25.02.2020

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

Office of 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 Scanner Project, Near Custom House, Tuticorin** for the period of one year i.e. w.e.f. 01.04.2020 to 31.03.2021.

2. The Tender enquiry documents and all bid firms are made available on official CPPP website <http://eprocure.gov.in>, [www.cbec.gov.in](http://www.cbec.gov.in) and [www.tuticorincustoms.gov.in](http://www.tuticorincustoms.gov.in) from 28.02.2020.

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 **02.03.2020 to 05.03.2020** between 10:30 am and 4:00 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 0800 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 Project Premises from 0800 hrs. to 1600 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. Atleast 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 i.e. for the year. 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):**

Earnest Money Deposit of Rs.50,000/- (Rupees Fifty thousand only) in the form of Demand Drafts/ Banker's Cheque of Scheduled Bank drawn in favour of the Commissioner of Customs, Custom House, Tuticorin, shall be submitted. Scanned copy of the instrument is to be uploaded online. **The Hard copy of original documents in respect of Earnest Money Deposit must be produced** on or before Technical bid opening date/time as mentioned in critical date sheet. Bidders are requested to write their name and mobile number at the back of the DD/Bankers Cheque submitted. Tender without Earnest Money Deposit shall be rejected. EMD shall be forfeited in case the eligible bidder withdraws or the details furnished in Annexures are found to be incorrect or false during the tender selection process. Tenders will be treated as non-responsive and will be rejected, at the initial stage itself, if hard copy of EMD is not received on or before opening of Technical Bid. The EMD of the unsuccessful bidders will be returned within 15 days from the date of completion of the selection process. No interest of whatsoever the nature shall be payable by the Department towards Earnest Money Deposit.

#### **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 Rs. 1,00,000/- (Rupees One lack) and shall be in the form of Demand Draft/ Bankers Pay Order from a Scheduled Bank drawn in favour of "RBI a/c 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. Earnest Money Deposit will be returned to the successful contractor only after depositing of the Performance Security Deposit. 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 (CPPP) 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 EMD would be forfeited and bidder is liable to be banned/blacklisted.

**12.** The Critical Dates for the Tender Submission and processing are as under:

Published Date	: 28 <sup>th</sup> February	2020 (04.00 P.M.)
Bid Submission Start Date	: 28 <sup>th</sup> February	2020 (04.00 P.M.)
Pre Bid Conference Date	: 17 <sup>th</sup> March	2020 (04.00 P.M.)
Bid Submission End Date	: 18 <sup>th</sup> March	2020 (04.30 P.M.)
Technical Bid Opening Date	: 19 <sup>th</sup> March	2020 (10.30 A.M.)
Financial Bid Opening date	: 19 <sup>th</sup> March	2020 (12.00 P.M.)

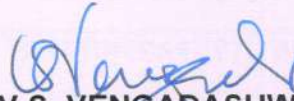
(Those bidders, who have qualified in the Technical Bids)

**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 (except EMD in sealed cover) will not be accepted by this office.

  
**(V.S. VENGADASHWARAN)**  
**JOINT COMMISSIONER OF CUSTOMS,**  
**CUSTOM HOUSE, TUTICORIN**

Copy to :

1. Asst. Commissioner of Customs (EDI), Custom House, Tuticorin,  
- For uploading the Tender Notice on Tuticorin Customs & CBEC websites.
2. Notice Board.

ANNEXURE I

<b><u>TECHNICAL/QUALIFYING BID FORM FOR TENDER OF HOUSE KEEPING SERVICES AT CONTAINER SCANNING DIVISION AT CUSTOM HOUSE, TUTICORIN - 2018-19</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	EMD DETAILS @ Rs. _____/-	DD No. _____/ Date:
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	YES/NO, If yes, please provide

	YOUR BOARD OR SHARE HOLDER IN CONTRACTOR'S ENTITY	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 authorised to sign the Tender Document.</p> <p style="text-align: right;">Sign :</p> <p style="text-align: right;">Name :</p> <p style="text-align: right;">Desgn. :</p>		
Date:-		
Place:-		Co. Name & Seal
<p>Sign:-</p>		

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

- i) Signed and Scanned copy of proof for payment of Earnest Money Deposit
- 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 150000 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 (2015-2016 & 2016-17) &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 Lacs.

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.
- .....

### **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 SERVICE TAX/GST, VAT, SALES TAX and PAN Number registration with respective authorities since 01.04.2014 (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 01.04.2014 (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 2014-15, 2015-16 and 2016-17. 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.1/43(6)/2016-LS-II dated 30.09.2016 w.e.f. 01.10.2016.** 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 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 from 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 i.e one year.

#### **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